

## AGREEMENT BIBLIOGRAPHY

Agreement With:	FCA Corporation aka Care Ambulance Service, Inc.
Agreement Type:	Ambulance service
Date Approved:	06 24 2014
Start Date:	08 31 2014
End Date:	N/A
Contract Amount:	N/A
Comments:	Amendment No. 2 Fire Department
Insurance Expiration:	10 01 2014
Date Archived:	<b>ARCHIVED 10/09/2014</b>



## CITY OF GARDEN GROVE OFFICE OF THE CITY CLERK

*Safeguard all official records of the City.  
Conduct municipal elections and oversee legislative administration.  
Provide reliable, accurate, and timely information to the  
City Council, staff, and the general public.*

Bruce A. Broadwater  
Mayor

Dina Nguyen  
Mayor Pro Tem

Steven R. Jones  
Council Member

Christopher V. Phan  
Council Member

Kris Beard  
Council Member

August 12, 2014

Care Ambulance Service, Inc.  
1517 Braden Court  
Orange, CA 92868

Enclosed is a copy of Amendment No. 2 of the Agreement by and between the City of Garden Grove and Care Ambulance Service, Inc., to provide ambulance service.

The Agreement was approved by the City Council at their meeting on June 24, 2014.

Sincerely,

Kathleen Bailor, CMC  
City Clerk

By:   
Teresa Pomeroy, CMC  
Deputy City Clerk

Enclosure

c: Finance Department  
Finance Department/Purchasing  
Fire Department

# City of Garden Grove

## AMENDMENT NO. 2

### FOR: Contractor to Provide Emergency Medical Transportation in the City.

This Amendment No. 2 to Agreement is made and entered into this 24th day of June, 2014, by and between the City of Garden Grove, hereinafter referred to as the "CITY", and **Care Ambulance Service, Inc.**, hereinafter referred to as "CONTRACTOR".

### RECITALS

WHEREAS, CONTRACTOR and CITY entered into an Independent Contractor Agreement for ambulance services effective September 1, 2004 ("Agreement");

WHEREAS, the State of California (STATE) has informed CITY that the CITY must conduct a new competitive procurement process;

WHEREAS, the CITY has prepared a Request for Proposals (RFP) for ambulance services, but STATE has withheld approval of the final RFP;

WHEREAS, as a result of the STATE withholding approval of the final RFP, an extension to CITY's existing ambulance Agreement is required pending completion of the RFP process; and

WHEREAS, CONTRACTOR and CITY desire to amend the Agreement as provided herein.

### AGREEMENT

Now, therefore, it is mutually agreed, by and between the parties as follows:

1. Term and Term Renewal, shall be revised as follows:

The parties hereto agree to extend the term of the Agreement from August 31, 2014 through the time that a 30-day notice of cancellation of the Agreement is provided by either the CONTRACTOR or the CITY. Each party reserves the right to issue the 30-day notice of cancellation of the Agreement at its sole option and without cause. In such event, the CITY will compensate CONTRACTOR for work performed to date in accordance with the Agreement. CONTRACTOR is required to present evidence to support performed work.

2. Proof of Insurance Requirements - shall be revised as follows:

COMMENCEMENT OF WORK. CONTRACTOR shall not commence work under this Agreement until all certificates and endorsements have been

received and approved by the CITY. All insurance required by this Agreement shall contain a Statement of Obligation on the part of the carrier to notify the CITY of any material change, cancellation, or termination at least thirty (30) days in advance.

WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR and all subcontractors shall maintain Workers Compensation Insurance in the amount and type required by California law, if applicable. Such insurance shall contain a waiver of subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

INSURANCE AMOUNTS. CONTRACTOR shall maintain the following insurance for the duration of this Agreement:

- (a) Commercial general liability in an amount not less than \$3,000,000 per occurrence, \$6,000,000 general aggregate. Such insurance may be combined with the professional liability (Ambulance Medical Malpractice) coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence and \$10,000,000 general aggregate. The general aggregate shall apply separately to this agreement; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (b) Automobile liability in an amount not less than \$5,000,000 combined single limit; **(claims made and modified occurrence policies are not acceptable)**; Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.
- (c) Professional liability (Ambulance medical malpractice) in an amount not less than \$3,000,000 per occurrence, \$6,000,000 aggregate. The general aggregate shall apply separately to this agreement; Insurance companies must be acceptable to CITY and have an AM Best's Guide Rating of A-, Class VII or better, as approved by the CITY. If the policy is written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of the agreement, and for a period of three (3) years from the date of the completion of services provided. In the event of termination, cancellation, or material change in the policy, professional/consultant shall obtain continuing insurance coverage for the prior acts or omissions of professional/consultant during the course of performing services under the term of the agreement. The coverage shall be

evidenced by either a new policy evidencing no gap in coverage, or by obtaining separate extended "tail" coverage with the present or new carrier.

- (d) Follows Form Excess liability coverage shall be provided for any underlying policy that does not meet the insurance requirements set forth herein. **(claims made and modified occurrence policies are not acceptable)** Insurance companies must be acceptable to CITY and have a Best's Guide Rating of A-Class VII or better, as approved by the CITY.

An Additional Insured Endorsement, ongoing and products - completed operations, for the policy under section 4.3 (a), shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for liability arising out of work or operations performed by or on behalf of the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

An Additional Insured Endorsement for the policy under section 4.3 (b) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds for automobiles owned, leased, hired, or borrowed by the CONTRACTOR. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to CITY's requirements, as approved by the CITY.

4.3 (d) In the event any of CONTRACTOR'S underlying policies do not meet policy limits within the insurance requirements, CONTRACTOR shall provide a follows form excess liability policy. Contractor shall provide an insurance certificate establishing that the excess policy follows form, the schedule of underlying policies, and additional insured endorsements for the excess liability policy designating CITY, its officers, officials, employees, agents, and volunteers as additional insureds. CONTRACTOR shall provide to CITY proof of insurance and endorsement forms that conform to city's requirements, as approved by the CITY.

A waiver of subrogation shall be provided for each policy waiving subrogation against the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

For any claims related to this Agreement, CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.

If CONTRACTOR maintains higher insurance limits than the minimums shown above, CONTRACTOR shall provide coverage for the higher insurance limits otherwise maintained by the CONTRACTOR

No insurance required under this agreement shall provide for a deductible or a self-insured retention in excess of \$25,000 without prior written consent of CITY.

City of Garden Grove reserves the right at any time to review the coverage, form, and limits of insurance contained in the Agreement, and if adequate protection for Garden Grove are not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

3. Except as expressly amended hereby, all other provisions of the Agreement remain in full force and effect as originally executed.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 2 to the Agreement to be executed by their respective officers duly authorized on the date first written above.

Date: 8-7-14

**"CITY"**  
**CITY OF GARDEN GROVE**


By:   
**City Manager**

**ATTESTED:**

  
**City Clerk**


Date: August 12, 2014

**"CONTRACTOR"**  
**Care Ambulance Service, Inc.**

By:   
Name: Troy M. Hagen  
Title: CEO  
Date: 6-11-2014

If CONTRACTOR is a corporation, a Corporate Resolution and/or Corporate Seal is required. If a partnership, Statement of Partnership must be submitted to CITY.

**APPROVED AS TO FORM:**

  
**Garden Grove City Attorney**

Date: 6/18/14



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
07/29/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  
Aon Risk Services Northeast, Inc.  
New York NY Office  
199 Water Street  
New York NY 10038-3551 USA

*Karen J. Miller*  
*Karenj.miller@aon.com*  
*847-442-6535 com*

CONTACT NAME:  
PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105  
E-MAIL ADDRESS:

INSURED  
Care Ambulance Service, Inc.  
1517 W. Braden Court  
Orange CA 92868 USA

*Mitch Felde*  
*714-288-3815*

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Lloyd's Syndicate No. 2623	AA1128623
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Liberty Mutual Fire Ins Co	23035
INSURER D:	Steadfast Insurance Company	26387
INSURER E:	<i>Abby Bell</i>	
INSURER F:	<i>abby.bell@aon.com</i>	

## COVERAGES

CERTIFICATE NUMBER: 570054730404

REVISION NUMBER: *312-381-4119*

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			W143B7130101	10/01/2013	10/01/2014	EACH OCCURRENCE \$5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY Included GENERAL AGGREGATE \$5,000,000 PRODUCTS - COMP/OP AGG \$5,000,000
C	AUTOMOBILE LIABILITY  <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS  <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AS2-631-510005-023	10/01/2013	10/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION			UMB541477000	10/01/2013	10/01/2014	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WA763D510005013	10/01/2013	10/01/2014	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
A	Misc Med Prof			W143B7130101	10/01/2013	10/01/2014	Ea. Medical Incident \$5,000,000 Aggregate Limit \$5,000,000 Abuse/Molestation \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Garden Grove, its officers, officials, agent, employees & volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile policies. Policies evidenced herein are Primary and Non-contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions.  
The umbrella policy states - the following is an insured under this policy to the extent set forth: Any person or organization which is an insured under the terms of the "governing underlying insurance policy", unless specifically excluded by this policy.

## CERTIFICATE HOLDER

## CANCELLATION

City of Garden Grove  
Attn: Fire Marshall  
PO Box 3070  
Garden Grove CA 92842 USA

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Aon Risk Services Northeast Inc.*

ACORD 25 (2014/01)

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\* Excess endorsement to follow - ok per Kingsley.

*Heisenberg*  
Risk Management  
8-6-14

Holder Identifier :

Certificate No : 570054730404



Effective date of this Endorsement: 04-Aug-2014

This Endorsement is attached to and forms a part of Policy Number: W143B7130101 ✓  
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the  
"Underwriters"

ADD ENDORSEMENT WITHOUT ADDITIONAL PREMIUM

This endorsement modifies insurance provided under the following:


**Beazley Miscellaneous Healthcare**

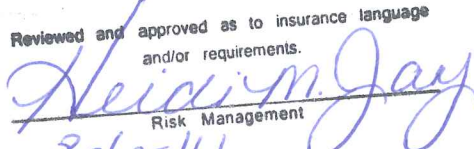
It is hereby understood and agreed that the following endorsement(s) is added to the Policy:

SCHEDULED ADDITIONAL INSURED ENDORSEMENT WITH NOTICE OF CANCELLATION –  
GENERAL LIABILITY COVERAGE ONLY (WITH WAIVER/PRIMARY COVERAGE)

EFL002082014

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

Reviewed and approved as to insurance language  
and/or requirements.  
  
Risk Management  
8-6-14

Effective date of this Endorsement: 04-Aug-2014

This Endorsement is attached to and forms a part of Policy Number: W143B7130101 ✓  
Syndicates 2623/623 at Lloyd's Referred to in this endorsement as either the "Insurer" or the "Underwriters"

**SCHEDULED ADDITIONAL INSURED ENDORSEMENT WITH NOTICE OF CANCELLATION –  
GENERAL LIABILITY COVERAGE ONLY (WITH WAIVER/PRIMARY COVERAGE)**

This endorsement modifies insurance provided under the following:

**Beazley Miscellaneous Healthcare**


In consideration of the premium charged for the Policy, it is hereby understood and agreed that:

1. Solely in relation to coverage provided under **INSURING AGREEMENTS, A. 2. General Liability**, Clause II. **PERSONS INSURED** is amended to include the Additional Insured Entity(ies) listed in Item 4. below for which the **Insured** has assumed such entity's liability in a written contract or agreement (an "Additional Insured") solely for services rendered by or on behalf of the **Named Insured** and that is also named in a **Claim** if all of the following conditions are met:
  - A. The **Claim** against the Additional Insured seeks damages for which the **Insured** has assumed liability;
  - B. This insurance applies to such liability assumed by the **Insured**;
  - C. The obligation to defend the Additional Insured has also been assumed by the **Insured** in the same contract or agreement;
  - D. The Additional Insured and the **Insured** ask the Underwriters to conduct and control the defense of that Additional Insured against such **Claim**;
  - E. The Additional Insured agrees in writing to:
    - i. Cooperate with the Underwriters in the investigation, settlement or defense of the **Claim**;
    - ii. Immediately send the Underwriters copies of any demands, notices, summonses or legal papers received in connection with the **Claim**;
    - iii. Notify any other insurer whose coverage is available to the Additional Insured; and
    - iv. Cooperate with the Underwriters with respect to coordinating other applicable insurance available to the Additional Insured;
  - F. The Additional Insured provides the Underwriters with written authorization to:
    - i. Obtain records and other information related to the **Claim**; and
    - ii. Conduct and control the defense of the Additional Insured in such **Claim**.
2. The **Named Insured** waives any right of recovery the **Named Insured** may have against any person or organization, where required by the **Insured's** written contract with the Additional Insured, because of payments made by the **Named Insured** for **Damages** and **Claims Expenses** arising out of the **Named Insured's** operations.
3. The coverage provided in this endorsement shall be primary and not contributing with any other insurance maintained by the Additional Insured, subject to the provisions set forth above.
4. City of Garden Grove, its officers, officials, agents, employees, and volunteers

Reviewed and approved as to insurance language  
and/or requirements.  
*Heidi M. Jay*  
Risk Management  
8-6-14

5. In addition to the provisions of Clause **XIX. CANCELLATION**, in the event the Underwriters cancel this Policy for any reason other than non-payment of premium, the Underwriters will provide 30 days written notice to the Additional Insured after notifying the **Insured**. However, this advance notification of pending cancellation of coverage is intended as a courtesy only and the Underwriters' failure to provide such advance notification will not extend the Policy cancellation date nor negate cancellation of the Policy.

All other terms and conditions of this Policy remain unchanged.

  
\_\_\_\_\_  
Authorized Representative

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

### **SCHEDULE**

**Name(s) Of Person(s) Or Organization(s):**

City of Garden Grove, its officers, officials, agents, employees and volunteers

**Premium: \$ INCL**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

Reviewed and approved as to insurance language  
and/or requirements.

*Heidi M. Jay*  
Risk Management  
8-6-14

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

### **SCHEDULE**

<b>Name Of Person(s) Or Organization(s):</b>
City of Garden Grove's its officers, officials, employees, agents and volunteers.
Effective 10/01/2013
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** - Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** - Covered Autos Coverages of the Auto Dealers Coverage Form.

Reviewed and approved as to insurance language  
and/or requirements.

*Heidi M. Jay*  
Risk Management  
8-6-14



19	Mobile Equipment Subject To Compulsory Or Financial Responsibility Or Other Motor Vehicle Insurance Law Only	Only those "autos" that are land vehicles and that would qualify under the definition of "mobile equipment" under this policy if they were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where they are licensed or principally garaged.
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**B. Owned Autos You Acquire After The Policy Begins**

1. If Symbols 1, 2, 3, 4, 5, 6 or 19 are entered next to a coverage in Item Two of the Declarations, then you have coverage for "autos" that you acquire of the type described for the remainder of the policy period.
2. But, if Symbol 7 is entered next to a coverage in Item Two of the Declarations, an "auto" you acquire will be a covered "auto" for that coverage only if:
  - a. We already cover all "autos" that you own for that coverage or it replaces an "auto" you previously owned that had that coverage; and
  - b. You tell us within 30 days after you acquire it that you want us to cover it for that coverage.

**C. Certain Trailers, Mobile Equipment And Temporary Substitute Autos**

If Liability Coverage is provided by this Coverage Form, the following types of vehicles are also covered "autos" for Liability Coverage:

1. "Trailers" with a load capacity of 2,000 pounds or less designed primarily for travel on public roads.
2. "Mobile equipment" while being carried or towed by a covered "auto".
3. Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its:
  - a. Breakdown;
  - b. Repair;
  - c. Servicing;
  - d. "Loss"; or
  - e. Destruction.

**SECTION II - LIABILITY COVERAGE**

**A. Coverage**

We will pay all sums an "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of a covered "auto".

We will also pay all sums an "insured" legally must pay as a "covered pollution cost or expense" to which this insurance applies, caused by an "accident" and resulting from the ownership, maintenance or use of covered "autos". However, we will only pay for the "covered pollution cost or expense" if there is either "bodily injury" or "property damage" to which this insurance applies that is caused by the same "accident".

We have the right and duty to defend any "insured" against a "suit" asking for such damages or a "covered pollution cost or expense". However, we have no duty to defend any "insured" against a "suit" seeking damages for "bodily injury" or "property damage" or a "covered pollution cost or expense" to which this insurance does not apply. We may investigate and settle any claim or "suit" as we consider appropriate. Our duty to defend or settle ends when the Liability Coverage Limit of Insurance has been exhausted by payment of judgments or settlements.

**1. Who Is An Insured**

The following are "insureds":

- a. You for any covered "auto".
- b. Anyone else while using with your permission a covered "auto" you own, hire or borrow except:

- (1) The owner or anyone else from whom you hire or borrow a covered "auto". This exception does not apply if the covered "auto" is a "trailer" connected to a covered "auto" you own.

✓ #8-6-14

- (2) Your "employee" if the covered "auto" is owned by that "employee" or a member of his or her household.
- (3) Someone using a covered "auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
- (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a covered "auto".
- (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a covered "auto" owned by him or her or a member of his or her household.

- c. Anyone liable for the conduct of an "insured" described above but only to the extent of that liability.

## 2. Coverage Extensions

### a. Supplementary Payments

We will pay for the "insured":

- (1) All expenses we incur.
- (2) Up to \$2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.
- (3) The cost of bonds to release attachments in any "suit" against the "insured" we defend, but only for bond amounts within our Limit of Insurance.
- (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$250 a day because of time off from work.
- (5) All costs taxed against the "insured" in any "suit" against the "insured" we defend.
- (6) All interest on the full amount of any judgment that accrues after entry of the judgment in any "suit" against the "insured" we defend, but our duty to pay interest ends when we have paid, offered to pay or deposited in court the part of the judgment that is within our Limit of Insurance.

These payments will not reduce the Limit of Insurance.

### b. Out-Of-State Coverage Extensions

While a covered "auto" is away from the state where it is licensed we will:

- (1) Increase the Limit of Insurance for Liability Coverage to meet the limits specified by a compulsory or financial responsibility law of the jurisdiction where the covered "auto" is being used. This extension does not apply to the limit or limits specified by any law governing motor carriers of passengers or property.
- (2) Provide the minimum amounts and types of other coverages, such as no-fault, required of out-of-state vehicles by the jurisdiction where the covered "auto" is being used.

We will not pay anyone more than once for the same elements of loss because of these extensions.

## B. Exclusions

This insurance does not apply to any of the following:

### 1. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the "insured".

### 2. Contractual

Liability assumed under any contract or agreement.

But this exclusion does not apply to liability for damages:

- a. Assumed in a contract or agreement that is an "insured contract" provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement; or
- b. That the "insured" would have in the absence of the contract or agreement.

### 3. Workers' Compensation

Any obligation for which the "insured" or the "insured's" insurer may be held liable under any workers' compensation, disability benefits or unemployment compensation law or any similar law.

### 4. Employee Indemnification And Employer's Liability

"Bodily injury" to:

- a. An "employee" of the "insured" arising out of and in the course of:
  - (1) Employment by the "insured"; or

Policy Number: AS2-631-510005-023  
Issued by: Liberty Mutual Fire Insurance Co.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**DESIGNATED INSURED - NONCONTRIBUTING**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIERS COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

**Schedule**

**Name of Person(s) or Organizations(s):**

City of Garden Grove CA

Effective 10/01/2013

**Regarding Designated Contract or Project:**

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the **Other Insurance Condition:**

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

Reviewed and approved as to insurance language  
and/or requirements.

*Heidi M. Jay*  
Risk Management  
8-6-14



**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT -  
CALIFORNIA**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 0% of the California workers' compensation premium otherwise due on such remuneration.

**Schedule**

Additional premium is a percent of the California Manual Workers Compensation premium. Subject to a minimum premium charge of \$

Person or Organization  
City of Garden Grove, its officers,  
officials, agents, employees, and  
volunteers.

Job Description

Premium is included in the  
California blanket waiver's premium  
charge.

Issued by Liberty Insurance Corporation 21814

For attachment to Policy No. WA7-63D-510005-013

Effective Date 10/01/2013

Premium \$

Issued to Falck USA, Inc.

## Governing Underlying Insurance Policy



Policy No.	Eff. Date of Pol.	Exp. Date of Pol.	Eff. Date of End.	Producer	Add'l Prem.	Return Prem.
UMB 5414770-00	October 1, 2013	October 1, 2014	October 1, 2013	18687000	\$0	\$0

**Named Insured and Mailing Address:**

Falck USA, Inc.  
21540 30th Drive – Suite #250  
Bothell, WA 98021

**Producer:**

Aon Risk Services Northeast  
199 Water Street  
New York, NY 10038

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

This endorsement modifies insurance provided under the following:

**HEALTH CARE EXCESS LIABILITY POLICY**

**GOVERNING UNDERLYING INSURANCE POLICY**

Item 6. of the Declarations is replaced by the following:

Item 6. The "governing underlying insurance policy" is as follows:

Policy Number: W143B7130101 ✓

Name of issuing Insurance Company: Beazley USA Services, Inc. / Syndicates 2623/62 at Lloyd's

Type of insurance: Miscellaneous Medical Professional, General Liability, Products/Completed Operations  
Liability and Employee Benefits Liability Insurance

Policy term: October 1, 2013 to October 1, 2014

Policy Number: AS2-631-510005-023 ✓

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Auto Liability and Physical Damage

Policy term: October 1, 2013 to October 1, 2014

Policy Number: AS2-631-510005-053 ✓

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Auto Liability and Physical Damage

Policy term: January 1, 2013 to January 1, 2014

Policy Number: AS2-631-510005-063

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Auto Liability and Physical Damage

Policy term: March 1, 2013 to March 1, 2014

8-6-14

Policy Number: WA7-63D-510005-013

Name of issuing Insurance Company: Liberty Mutual Fire Insurance Company

Type of insurance: Workers Compensation and Employers Liability Insurance Policy

Policy term: October 1, 2013 to October 1, 2014

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.**

AMENDMENT NO. 2 TO THE AGREEMENT WITH CARE AMBULANCE SERVICES,  
INC. TO PROVIDE EMERGENCY MEDICAL TRANSPORTATION SERVICES  
(F: 55-FCA Corporation aka Care Ambulance)

It was moved by Council Member Beard, seconded by Council Member Jones that:

Amendment No. 2 to the Agreement with CARE Ambulance Services, Inc., extending the term of the agreement until the Request for Proposal (RFP) process is completed, be approved; and

The City Manager be authorized to execute the Agreement on behalf of the City, and to make minor modifications as appropriate.

The motion carried by a 5-0 vote as follows:

Ayes:	(5)	Beard, Broadwater, Jones, Nguyen, Phan
Noes:	(0)	None
Absent:	(0)	None

**City of Garden Grove**

**INTER-DEPARTMENT MEMORANDUM**

To: Matthew J. Fertal  
Dept: City Manager  
Subject: APPROVAL OF AMENDMENT NO. 2  
TO THE AGREEMENT WITH CARE AMBULANCE  
SERVICES INC, TO PROVIDE EMERGENCY  
MEDICAL TRANSPORTATION SERVICES

From: Dave R. Barlag  
Dept: Fire  
Date: June 24, 2014

**OBJECTIVE**

To obtain City Council approval of Amendment No. 2 of the current agreement with CARE Ambulance Services, Inc. ("CARE"), extending the term of the agreement for emergency medical transportation services in the City of Garden Grove.

**BACKGROUND/DISCUSSION**

The Fire Department is in the process of developing a Request for Proposals (RFP) for emergency medical (ambulance) transportation services. It has been determined that the process will be completed after the existing agreement with CARE expires.

CARE currently provides emergency ground ambulance transportation services in the city. An extension of the existing agreement is required for uninterrupted service in emergency medical transportation pending completion of the RFP process. All existing terms, conditions, and provisions of the current agreement will remain in effect during the extension period.

**FINANCIAL IMPACTS**

If the current agreement is not extended, the City stands to lose reimbursements from CARE for fire department out-of-pocket expenses in medical supplies, paramedic personnel costs through ALS pass-through, and non-resident fees. CARE currently recovers these costs for the City.

APPROVAL OF AMENDMENT NO. 2  
TO THE AGREEMENT WITH CARE AMBULANCE  
SERVICES INC, TO PROVIDE EMERGENCY  
MEDICAL TRANSPORTATION SERVICES  
June 24, 2014  
Page 2

RECOMMENDATION

It is recommended that the City Council:

- Approve Amendment No. 2 to the Agreement with CARE Ambulance Services, Inc. extending the term of the agreement until the RFP process is completed; and
- Authorize the City Manager to execute the Agreement on behalf of the City, and to make minor modifications as appropriate.




DAVID R. BARLAG  
Fire Chief

By: Lucia Medina-Whittaker   
Senior Administrative Analyst

Attachment: Amendment No. 2

**Recommended for Approval**

  
**Matthew Fertil**  
City Manager