

AGREEMENT BIBLIOGRAPHY

Agreement With:	FCA Corporation
Agreement Type:	Consent to Transfer Agreement
Date Approved:	11 23 2010
Start Date:	12 01 2010
End Date:	N/A 8/31/2014
Contract Amount:	\$250,000.00
Comments:	Care Ambulance Service, Inc.
Insurance Expiration:	07 15 2010
Date Archived:	6.5.2012



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.*

William J. Dalton
Mayor

Steven R. Jones
Mayor Pro Tem

Dina Nguyen
Council Member

Bruce A. Broadwater
Council Member

Andrew Do
Council Member

December 17, 2010

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

Enclosed is a copy of the Consent to Transfer Agreement by and between Care Ambulance Service, Inc., and FCA Corporation to provide Fire/EMS Emergency Ambulance Transportation and/or related services for the city of Garden Grove.

The Agreement was approved at the City Council meeting held on ^{November 23} ~~December 14~~, 2010.

Sincerely,

Kathleen Bailor, CMC
City Clerk

By: 
Teresa Pomeroy
Deputy City Clerk

Enclosure

- c: FCA Corp. c/o O'Melveny & Myers LLP
- Finance Department
- Finance Department/Purchasing
- Fire Department

CONSENT TO TRANSFER AGREEMENT

THIS CONSENT TO TRANSFER AGREEMENT ("Consent to Transfer Agreement") is made and entered into this day of December, 2010 (the "Effective Date") by and between Care Ambulance Service, Inc., a California corporation (hereinafter, the "Transferor") and FCA Corp., a California corporation (hereinafter, the "Transferee") for the purpose of obtaining the consent of the City of Garden Grove (hereinafter, the "City") to the transfer of ownership of all of Transferor's stock to Transferee (the "Transfer") consistent with the requirements under the Agreement specified hereinbelow for provision of Fire/EMS emergency ambulance transportation and/or related services.

RECITALS

WHEREAS, the Transferor and City entered into an agreement between the City of Garden Grove and Care Ambulance Service, Inc. for provision of Fire/EMS Emergency Ambulance Transportation and/or Related Services dated September 1, 2004 and amended on August 25, 2009, (the "**Agreement**"). A true and correct copy of the Agreement is attached hereto as **Exhibit A**;

WHEREAS, the Agreement requires that Transferor obtain the prior written consent of the City before the transfer of greater than ten percent (10%) of the stock of Transferor;

WHEREAS, Transferor has made a request to the City that City consent to the transfer to Transferee of one hundred percent (100%) of the stock issued by Transferor; and

WHEREAS, City is willing to consent to the transfer upon approval and complete execution of this Consent to Transfer Agreement.

NOW THEREFORE, it is mutually understood and agreed by the parties as follows:

1. Consent of City. Upon valid approval and execution of this Consent to Transfer Agreement by all parties hereto, City consents to the transfer to Transferee of one hundred percent (100%) of Transferor's outstanding stock.

2 Representation and Warranty. Transferor and Transferee jointly and severally represent, warrant and guarantee that, during the term of the Agreement

(a) Transferor will continue to perform all its duties, obligations and performance requirements as set forth in the Agreement at all times during the term of the Agreement; and

(b) In connection with the Transfer, (i) Transferor does not intend to terminate the employment of any members of the current management team (Bob Barry, Bill Weston, Laura Vartanian, Ben Baker and Mitch Felde), and (ii) Transferor intends to enter into private, confidential employment agreements with such members of the current management team, which will govern the terms of their respective employment relationships; and

(c) There will be no adverse impact upon Transferor's financial ability to perform its duties and obligations as set forth in the Agreement caused in whole or in part by the transfer. Transferee agrees to remedy any such adverse impact(s) within fifteen (15) days of receipt of written demand from City;

(d) Neither Transferor nor Transferee shall delegate, assign its rights or otherwise transfer its obligations in whole or in part, under the Agreement or under this Consent to Transfer Agreement, without the prior written consent of City, except as permitted by the Agreement. Except in connection with the contemplated Transfer, neither Transferor nor Transferee shall cause or permit a change in the shareholders in Transferor or other transfer of greater than ten percent (10%) of stock issued by Transferor to any other person or entity without the prior written consent of City.

3. Notices. All notices and demands hereunder and communications regarding the interpretations of the terms of this Consent to Transfer Agreement, or changes thereto, shall be effected by delivery in person or by deposit in the U.S. Mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:

To Transferor: Care Ambulance Service, Inc.
1517 W. Braden Ct.
Orange, CA 92868

To Transferee: FCA Corp., a California corporation
c/o O'Melveny & Myers LLP
610 Newport Center Drive
Newport Beach, CA 92660

To City: City of Garden Grove Fire Department
11301 Acacia Parkway
Garden Grove, CA 92840

And

City Attorney
City of Garden Grove
11222 Acacia Parkway
Garden Grove, CA 92840

4. Binding Effect. This Consent to Transfer Agreement shall be binding on and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors-in-interest, and assigns.

5. Integrated Agreement: Amendments. Nothing herein amends the terms or conditions set forth in the Agreement. This Consent to Transfer Agreement contains all of the agreements of the parties pertaining to consent to the transfer and cannot be

amended or modified except by written agreement signed by and approved by all three parties.

6. Governing Law. This Consent to Transfer Agreement shall be governed by and construed in accordance with the laws of the State of California.

7. Effect of Partial Invalidity. If any term, provision, or application of this Consent to Transfer Agreement is held invalid or unenforceable, the remainder of this Consent to Transfer Agreement and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.


8. Authority to Execute. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Consent to Transfer Agreement and that such execution is binding on the entity for which he or she is executing this document.


This Consent to Transfer Agreement shall be effective upon execution by all parties,

(Signature page follows).

IN WITNESS WHEREOF, the parties hereto have caused this Consent to Transfer Agreement to be executed on the date first above written.

CARE AMBULANCE SERVICE, INC.


By:  Date: 12/16/10
Rick W. Richardson
President

By:  Date: 12/16/10
Dan Richardson
Secretary

CITY OF GARDEN GROVE

By:  Date: 12-17-10
Matthew J. Fertal, City Manager

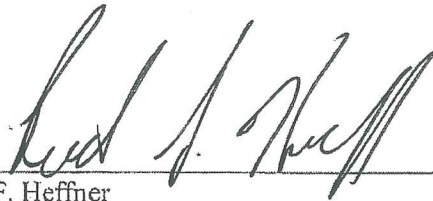
ATTEST:


Catherine Bailer
City Clerk

APPROVED AS TO FORM:


Thomas F. Nixon, City Attorney

FCA CORP,

By:  Date: 12-16-10
Robert F. Heffner
President


By:  Date: 12/16/10
Dan Richardson
Director

Exhibit A

Independent Contractor Agreement (Ambulance Services)
between City of Garden Grove and Care Ambulance Service,
Inc, for provision of Fire/EMS Emergency Ambulance
Transportation and/or Related Services dated September 1, 2004

and

Amendment No. 1 to Independent Contractor Agreement
(Ambulance Services) dated August 25, 2009

INDEPENDENT CONTRACTOR AGREEMENT

(Ambulance Services)

THIS AGREEMENT is made this 1st day of September 2004, by and between the CITY OF GARDEN GROVE, (hereinafter referred to as the "CITY"), and Care Ambulance Service, Inc., (hereinafter referred to as "CONTRACTOR").

RECTICALS

WHEREAS, CITY issued a Request for Proposals for Emergency Medical Transportation and Related Services to obtain an exclusive primary provider of ambulance transport services.

WHEREAS, CITY issued a Request for Proposals for Emergency Ground Ambulance Service ("EAS") to obtain an exclusive primary provider of Basic Life Support ("BLS") and Advanced Life Support ("ALS") ambulance transport services.

WHEREAS, CITY desires to retain the services of CONTRACTOR regarding CITY's proposal to contract for Emergency Ground Ambulance Service ("EAS"), and

WHEREAS, CONTRACTOR is qualified by virtue of experience, training, education and expertise to accomplish such services.

NOW; THEREFORE, CITY and CONTRACTOR mutually agree as follows:

Section 1. Scope of Work

CONTRACTOR shall perform BLS and ALS emergency ambulance transportation and other related services as set forth herein below in accordance with and as required by all applicable laws and by the terms and conditions of this agreement. The terms BLS and ALS as utilized throughout this Agreement shall be defined in the California Health and Safety Code and applicable provisions of the California Code of Regulations, as amended.

The scope of work to be performed by CONTRACTOR shall consist of those specifications and tasks set forth in the CITY's request for proposal, dated 04/15/04 and as further described in Exhibit "A", attached and incorporated herein by reference.

CONTRACTOR warrants that all of its services shall be performed in a competent, professional and satisfactory manner and in accordance with the prevalent standard of its professionalism.

Section 2. Term and Term Renewal

This Agreement shall become effective on September 1, 2004 and shall continue in effect until August 31, 2009, unless renewed in accordance with this Agreement.

- 1) The City Council reserves the right to terminate the agreement, with or without cause, for budgetary or policy purposes unrelated to competency, by giving CONTRACTOR ninety days (90) written notice.
- 2) The Fire Chief and CONTRACTOR shall meet annually to review the performance of CONTRACTOR and discuss operational concerns and make such modifications as are deemed necessary by the Fire Chief.

CONTRACTOR may apply no later than six (6) months prior to the date of the expiration of the initial term for two (2) one-year contract renewals or one (1) two-year contract renewal, provided all of the following conditions are satisfied:

- (1) The City Council finds and determines, by formal vote, that CONTRACTOR's services rendered during the term of this Agreement to date comply in all aspects with the terms and conditions of this Agreement.
- (2) CONTRACTOR's request for renewal is submitted to CITY's Fire Chief no later than six (6) months prior to the expiration of the Agreement. CITY's Fire Chief has the ability to waive the six (6) month renewal time requirement.
- (3) CITY's Fire Chief and City Manager both recommend renewal.

Section 3. Independent Contractor

It is agreed that CONTRACTOR shall act and be an independent contractor and not an agent or employee of CITY, and shall obtain no rights to any benefits which accrue to CITY's employees.

Section 4. Limitation Upon Subcontracting and Assignments

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for CITY to enter into this Agreement. CONTRACTOR shall not contract with any other entity to perform the services required without written approval of CITY, except for back-up or mutual aid agreements. This Agreement may not be assigned, voluntarily or by operation of the law, without the prior written approval of CITY. If CONTRACTOR is permitted to subcontract any part of the Agreement by CITY, CONTRACTOR shall be responsible to CITY for acts and omissions of its subcontractors as it is for persons directly employed. Nothing contained in this Agreement shall create any contractual relationships between any subcontractor and CITY. All persons engaged in

the work will be considered employees of CONTRACTOR. CITY will deal directly with and will make all payments to CONTRACTOR.

Section 5. Changes in Scope of Work

In the event of a change in the Scope of Work provided for in the contract documents as requested by CITY, the Parties hereto shall execute an addendum to this Agreement setting forth with particularity all terms of the new Agreement, including but not limited to any additional CONTRACTOR's fees.

Section 6. Familiarity with Work

By executing this Agreement, CONTRACTOR warrants that: (1) it has investigated the work to be performed and City territory to be served; and (2) it understands the facilities, difficulties and restrictions of the work under this Agreement.

Section 7. Time of Essence

Time is of the essence in the performance of this Agreement.

Section 8. Compliance with Law

CONTRACTOR shall comply with all applicable laws, ordinance, codes and regulations of federal, state and local government.

With regard to Section 12, "Advanced Life Support Cost Recovery", CITY and CONTRACTOR shall mutually use their best efforts to comply with state and federal laws and regulations that may relate to this subject matter.

Section 9. Conflicts of Interest

CONTRACTOR covenants that it presently has no interest, direct or indirect, which would conflict in any manner or degree with the performance of the services contemplated by this Agreement. No person having interest shall be employed by or associated with CONTRACTOR.

Section 10. Indemnity

CONTRACTOR agrees to protect, defend and hold harmless CITY, its elected and appointed officials and employees from any and all claims, abilities, expenses or damages of any nature, including attorneys' fees, for injury or death of any person or damage to property or interference with use of property and for errors and omissions committed by CONTRACTOR arising out of or in connection with the work, operation or activities of CONTRACTOR in carrying out its obligations under this Agreement.

With regard to the provision related to ALS cost recovery under Section 12, CITY agrees to protect, defend and hold harmless CONTRACTOR from any claims or damage arising out of CONTRACTOR's obligation under Section 12 of the Agreement in collecting ALS service fees.

Section 11. Insurance

Insurance required herein shall be provided by a licensed Insurer in good standing with the State of California. All Insurance requirements shall meet specifications detailed in the Request for Proposal and or clarifying memorandums.

Section 11.1. Notice of Cancellation / Termination of Insurance

The above policy/procedure shall not terminate, nor shall they be cancelled, nor coverage reduced, until after thirty (30) days' notice is given to CITY, except that ten (10) days' notice shall be given if there is a cancellation due to failure to pay premium.

Section 11.2. Proof of Insurance Requirements

CONTRACTOR shall submit the endorsement and insurance certificate, including the deductible or self-retention amount, to CITY's General Council for certification that the insurance requirements of this Agreement have been satisfied prior to beginning any work under this Agreement.

Section 11.6. Beginning of Service

CONTRACTOR shall not commence service under this agreement unless all insurance provisions have been satisfied.

Section 12. Advanced Life Support Cost Recovery

CONTRACTOR and CITY acknowledge that CITY presently provides paramedic ALS. CITY does not receive 100% reimbursement of cost for such services. Accordingly, CONTRACTOR and CITY agree that they shall enter into this Agreement providing CONTRACTOR's retention of CITY ALS services and reimbursement by CONTRACTOR to CITY to cover CITY for its out-of-pocket expenses for such ALS services.

CONTRACTOR agrees to identify, code, bill and collect fees on behalf of CITY for emergency paramedic services rendered by CITY. CONTRACTOR agrees that all amounts billed and collected on behalf of CITY will be separately identified within the accounting records in sufficient detail to allow for verification by CITY pursuant to Section 13. Audits and that such records will be retained for the current year of operation and the proceeding six (6) years of services, CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of

CITY during the immediately proceeding calendar month. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise directed by CITY.

The services covered by this Agreement include situations where patient is transported in a BLS ambulance of CONTRACTOR and the ambulance crew is supplemented by a city paramedic. CONTRACTOR shall bill patients or their insurance company for ALS service.

Upon receipt of payment by the patient or third party payors, CONTRACTOR shall pay CITY the difference between what would have been paid for ALS transport verses what would have been paid for BLS transport. In those instances where partial payment is received, CONTRACTOR shall retain all dollars until the amount collected exceeds the BLS charges.

CITY is only entitled to be reimbursed for use of its paramedic when a paramedic is actually provided and a paramedic is medically necessary due to the condition of the patient.

If, after payment is made by CONTRACTOR to CITY, an overpayment is assessed against CONTRACTOR by any third party payor claiming ALS (i.e., the paramedic) was not medically necessary, CITY shall refund to CONTRACTOR the amount of such overpayment and any accessed interest or penalties, whether calculated individually or through statistical sampling.

CITY shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Pre-Hospital Care Report completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.

Section 13. Audits

At any time during normal business hours, with reasonable notification, and as often as may reasonably be deemed necessary, CITY's representatives may observe CONTRACTOR's operations and CONTRACTOR shall make available to CITY for its examination, its records with respect to all matters covered by this Agreement, and CITY may audit, examine, copy and make excerpts or transcripts from such records, including financial records, related to matters covered by this Agreement.

Section 14. Payment of Pre-Hospital Supplies

CONTRACTOR shall reimburse CITY on a quarterly basis and remit to CITY no later than thirty (30) days following the end of the quarter a minimum of Eighteen dollars and Fifteen cents (\$18.15) per transport, or such amount as may be adjusted by County of Orange, to cover the cost of expendable medical supplies, including but not limited to patient pre-hospital care supplies.

Section 15. Controlling Provisions

In the event of a conflict between the provision between this agreement and the CITY's Request for Proposal, the terms of the Request for Proposal shall control.

SECTION 16. Disputes Between CONTRACTOR and CITY

Either party hereto may give the other party written notice of any dispute with respect to this Agreement. Such notice shall specify a date and location for a meeting of the parties hereto, at which such parties shall attempt to resolve such dispute. CITY's Fire Chief shall cause a record to be kept of the proceedings conducted and information presented during such meeting. In the event that such dispute cannot be resolved by the parties within thirty (30) days, the dispute may be referred by either party to the City Manager. The decision of the City Manager shall be final.

Section 17. Assignment and Delegation

CONTRACTOR may not delegate or assign the rights or obligations hereunder, either in whole or in part, without prior written consent of CITY, of which consent may be withheld with impunity by CITY. Any attempt, assignment or delegation in derogation of this paragraph shall be void. For purposes of this Section, a transfer or sale by any shareholder of greater than ten percent (10%) of the stock currently issued by CONTRACTOR, or a sale or transfer of over twenty-five (25%) of the assets of CONTRACTOR, will be deemed an assignment.

Section 18. Termination

This Agreement may be terminated for cause based upon a material breach of contract. The party proposing termination based upon breach shall serve a written notice allowing the breaching party at least 10 days to cure the breach. If the breach is not cured on the part of the CONTRACTOR, the City manager of the CITY, or his designee, may terminate the agreement, unless the breaching party is diligently pursuing the cure and the cure can not be rectified within ten (10) day period set forth above. His decision shall be final and binding on behalf of CITY.

Section 19. Notices

All notices shall be personally delivered or mailed to the below listed address, or to such other addresses as may be designated by written notice. These addresses shall be used for delivery or service of process:

To City: City of Garden Grove
 Fire Department
 11301 Acacia Parkway
 Garden Grove, CA 92840

To Contractor: Care Ambulance Service. Inc.
 Dan Richardson, Co- CEO
 1517 Braden Court
 Orange, CA 92865

Section 20. Attorneys' Fees

If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which he may be entitled.

Section 21. Judicial Resolution of Breach of Contract


In the event of termination of this agreement, the parties may resort to filing a legal action in a court of competent jurisdiction, but only after having attempted a non-judicial resolution through A) a meet and confer process, or B) non-binding mediation. The laws of the State of California shall govern any such dispute.

Section 22. Entire Agreement

This Agreement constitutes the entire understanding and agreement between the parties, and supersedes all previous negotiations between them pertaining to the subject matter thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Approved as to form:



City Attorney

Date: 9/30/04

Attest:


City Clerk

Date: 9/27/04

By: 
Mayor

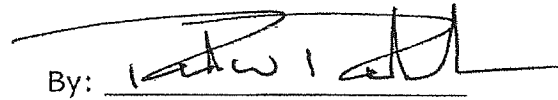
By: 
CONTRACTOR

Exhibit "A"

Scope of Work

1. Rules and Regulations

- 1.1 CONTRACTOR shall adhere to the rules and regulations pertaining to emergency ground ambulance services as adopted by CITY pursuant to the Garden Grove Municipal Code Section 5.10.140 (b).

2. Services

- 2.1 CONTRACTOR shall possess, maintain, and provide such equipment, facilities and supplies, and shall hire, train and provide such personnel as are necessary to respond on a 24-hour basis to requests by the Emergency Dispatch Center for Emergency Medical Transportation Services.
- 2.2 CONTRACTOR shall initially furnish three (3) new chassis, Type III Modular ambulances to be used exclusively for emergency ambulance transports originating within CITY.
- 2.3 CONTRACTOR shall ensure that personnel and the three (3) dedicated full-time ambulances and related equipment shall be housed, and locations approved in advance by CITY's Fire Chief. Staff for each ambulance shall be housed in accordance with EMSA standards.
- 2.4 CONTRACTOR shall adhere to response time standards as agreed upon between CITY and CONTRACTOR.
- 2.5 Personnel performing duties under the terms and conditions of the Agreement, shall meet the requirements of ordinances of CITY and shall be subject to the following:
- A. The ambulance service provider shall insure compliance by all employees to all applicable provisions of:
 - 1) The California Health and Safety Code
 - 2) The California Vehicle Code
 - 3) The County of Orange Ordinance No. 3517
 - 4) The County of Orange Emergency Medical Service policies and procedures
 - 5) All other applicable federal; state; and local laws; regulations; and statutes
 - B. All response personnel shall have in their possession, at all times when on duty, applicable licenses, certifications or permits

required for their specific job function as outlined in the requirements of the agencies and codes listed above.

- C. The ambulance service provider shall maintain a list of all personnel names and copies of their applicable licenses and certificates.
- D. The Fire Chief or his designee may, at any time, request to inspect the licenses, certifications, or permits of the response personnel for verifying validity and compliance with applicable provisions of the agencies and codes as outlined above.
- E. Provider shall be responsible to ensure that all personnel working in Garden Grove conform to company and CITY uniform and grooming standards, and present him or herself in a positive and professional manner.
- F. Provider shall be responsible to ensure that none of their personnel are in possession of or under the influence of any alcohol, drugs, medications, or any other chemical substance, the use of which may impair performance.
- G. Provider shall have in place a chemical dependency awareness program and a critical incident plan to deal with personnel demonstrating signs and/or symptoms of chemical dependency, emotional instability, or physical injury.
- H. The Fire Chief may request of the provider to participate in joint training exercises to improve the capability and coordination of both agencies' response to a given emergency or disaster. Such training will be scheduled and coordinated by the Training officers of the fire department and the provider agency and shall not exceed 20 hours per year.
- I. Provider shall make available to the Fire Chief or his designee, upon request, the training records of all personnel responding to emergencies within the CITY.
- J. While the proposer is an independent CONTRACTOR, this RFP requires CONTRACTOR to utilize reasonable work schedules, shift assignments, and to provide adequate working conditions. The primary mission of CONTRACTOR is patient care and transportation. CONTRACTOR will utilize management practices, which ensure that field personnel working extended shifts, part-time jobs, voluntary overtime or mandatory overtime are not exhausted to an extent, which might impair judgment or motor skills.

K. The Fire Chief may request, and the provider will comply, that certain personnel not be assigned with units responding into the CITY. The provider will take all appropriate actions to deal with personnel based on documented complaints received from the Fire Department.

2.6 CONTRACTOR shall install and maintain the following radios in each first line and reserve units, as required by any laws, regulations, standards, or requirements set forth in the Agreement.

A. 800 megahertz radio.

B. Modats status bar if dispatched by Metro-Net

2.7 Dispatch

A. It is the responsibility of the ambulance provider to create and maintain an independent, redundant communication system between the provider dispatch center and Metro Cities Fire Authority, (MCFA), Metro Net Communications, which will henceforth be referred to as Metro Net.

B. The company awarded this contract will be expected to provide, at their cost, a direct communication link between Metro Net and the provider's dispatch center. This communication link will allow alarm, dispatch, and response times to be based on the same set of times. This requirement shall be subject to approval by the Garden Grove Operations Chief, the Metro Cities Fire Authority Communications Manager and the MCFA Board of Directors if necessary.

C. Upon receipt of a dispatch alert from Metro Net, the appropriate ambulance will respond Code 2, (expeditiously, but without lights and siren), unless otherwise advised by Metro Net or fire personnel on scene.

D. The emergency ambulance provider shall have a field supervisor immediately available by radio and stationed within the County of Orange on a 24-hour basis. The supervisor shall be available through the provider's dispatch.

E. The provider shall operate a vehicle dispatch system on a 24 hour-a-day basis and shall be the following:

- 1) Capable of primary and secondary communication systems.
- 2) Capable of data, (electronic handshake), and voice communication with Metro Net. (Any proposal for change within the Metro Cities Fire Authority must be approved by the Garden Grove Operations Chief and the Metro Cities Fire Authority Communications Manager).

F. All requests for emergency ambulance services received by the provider, from other than a public safety agency within the city, shall be reported to Metro Net immediately.

2.8 During the life of this contract, CITY and CONTRACTOR may meet and confer on the following items:

- A. The use of Metro Cities Dispatch Center for emergency dispatch of ambulances.
- B. The need of a CAD to CAD link.
- C. AVL's within ambulances.
- D. The return of paramedics and or equipment to fire stations performed by CONTRACTOR.
- E. CONTRACTOR providing ALS equipment for use by paramedics.

3. Licenses and Law

3.1 CONTRACTOR shall, throughout the term of this Agreement, maintain all necessary licenses; permits; approvals; waivers; and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the County of Orange, and all other governmental agencies. CONTRACTOR shall notify CITY immediately and in writing of its inability to obtain or maintain such permits; licenses; approvals; waivers; and exemptions. The refusal of any such application, irrespective of appeal, shall require written notification of CITY.

3.2 As they affect the provision of the services hereunder, CONTRACTOR shall comply with the County of Orange Coded Ordinance 3517. CONTRACTOR shall further be subject to and comply with any laws, regulations or ordinances established by the following, as they now exist or may be hereafter amended:

- A. California Highway Patrol
- B. County of Orange including, but not limited to, the following agencies:
 - 1. Health Care Agency / Emergency Medical Services
 - 2. General Services Agency / Communications Division
- C. State of California Emergency Medical Services Authority
- D. City of Garden Grove

4. Reports

4.1 The provider, or CITY, shall provide monthly reports containing the following response data.

- A. Time of dispatch alert for Metro Cities JPA
- B. Dispatch time
- C. Arrival time
- D. Total response time (call alert to on scene time)
- E. Average response time for each calendar month

F. Number of responses in excess of the above mentioned standards

G. The average number of minutes in excess of the standard

- 4.2 Continuous Quality Improvement (CQI) Reporting: CITY and CONTRACTOR shall meet and develop a CQI reporting process that will allow both parties to track the provider's individual and system performance and develop service enhancements.

5. On Scene Procedures:

- 5.1 Ambulance personnel shall perform as a part of the patient care team. They shall be expected to be able to perform all treatment modalities within their scope of practice as defined by Orange County EMSA policies and procedures.
- 5.2 All ambulance personnel assigned to work within the CITY shall be trained and exercised in Orange County Disaster response procedures, Multiple Victim, and Mass Casualty Incident protocols per the Orange County Fire Services Operational Area Annex.
- 5.3 As with all responders to the emergency scene, ambulance personnel shall work under the direction of the Incident Commander and/or the EMT-Paramedic in charge of the patient(s) and/or scene. They shall respond to the directions of such persons in a positive and affirmative manner.
- 5.4 Ambulance personnel will inform the EMT-Paramedic and/or Incident Commander of any unseen danger or safety concern that might lead to additional injury to victim or responder.
- 5.5 Ambulance personnel shall place their apparatus and equipment in a safe location and shall be mindful of the need for safe operations on the scene of an emergency.
- 5.6 Ambulance personnel shall not participate in any fire fighting or rescue operation.
- 5.7 Ambulance personnel shall request a secondary response unit and/or the field supervisor immediately upon finding that their unit has suffered a mechanical failure or at the request of the incident commander. They shall likewise immediately inform the incident commander of mechanical failure.
- 5.8 During a disaster, declared locally or in a neighboring jurisdiction, the normal course of business under this agreement shall be interrupted from the moment the disaster situation is made known to CONTRACTOR by the fire department. Immediately upon such a

notification, CONTRACTOR shall commit such resources as are necessary and appropriate, given the nature of the disaster, and shall assist in accordance with disaster plans and protocols applicable in the locality where the disaster has occurred.

- A. During such periods, CONTRACTOR shall be released from response time performance requirements until notified by the fire department that disaster assistance may be terminated.
- B. When the disaster has terminated, CONTRACTOR shall resume normal operations as rapidly as is practical considering exhaustion of personnel, need for restocking, and other relevant considerations.
- C. The provider shall provide assistance at the command post or emergency operations center and shall use best efforts to provide local emergency coverage and shall suspend non-emergency transport work as necessary, informing persons requesting such non-emergency service of the reason for the temporary suspension.
- D. During the course of the disaster, the fire department shall work with CONTRACTOR to utilize secondary emergency transport contractors authorized to perform such service within the county to meet the service demands of the disaster.

6. Vehicle Supplies, Equipment and Supplies

6.1 Supplies and Equipment:

- A. Supplies carried onboard ambulances:
 - 1) All emergency equipment and supplies shall be maintained in a "ready to use" condition, as required by Orange County EMSA Policies and Procedures, California Vehicle Code, and the California Health and Safety Code (Title 13 and Title 22) and all other applicable laws, regulations and/or procedures, throughout the term of the agreement.
 - 2) In conjunction with and in addition to the above requirements, each emergency ambulance operating within the CITY shall carry as part of its standard inventory the following:
 - a) Bag valve mask resuscitator, adult with variable mask sizes
 - b) Bag valve mask resuscitator, pediatric with variable mask sizes
 - c) Heavy gloves to be used for blood or body fluid protection
 - d) Disposable Latex gloves, medium, large and x-large, two (2) boxes
 - e) Suction unit that complies with Orange County EMS Policies and Procedures
 - f) 12 Lead EKG/Defibrillator

3) All equipment and supplies shall be readily available and accessible from the interior portions of the patient transportation compartment.

B. Supplies to be stocked or warehoused: The emergency ambulance transport services provider shall maintain a stock or warehouse of appropriate supplies and equipment within the CITY for the purpose of re-stocking their units in a timely manner.

6.2 Vehicles – Quality of Vehicles and Maintenance Practices:

A. CONTRACTOR shall specify in their proposal the ambulance types and make and mileage for primary responding units and reserve units. The ambulances will be dedicated solely for the CITY and not subject to ever-day coverage for other agencies or internal private use. Additionally, the amount, type and specifications of vehicles included in the proposal must be maintained throughout the life or term of the contract. Modular type III ambulances will be considered a minimum acceptable level for service in the CITY. All vehicles shall meet or exceed requirements of the California Highway Patrol, the Department of Transportation, and/or County of Orange EMSA.

B. CONTRACTOR shall specify in their proposal the unit designation of the front line and reserve ambulances to be used in the CITY, the total number of ambulances that will be on duty during any given time of the day or night, and will commit to maintain that number and type of vehicle throughout the term of the contract.

C. Primary responding ambulances and reserve ambulances shall maintain a standard inventory of supplies and equipment.

D. Commitment to driver training: CONTRACTOR shall describe the driver-training program employed by the proposer to prepare and maintain safe operations of their ambulances.

E. Maintenance and maintenance records: CONTRACTOR shall, in the proposal, enumerate the status of the maintenance records of the ambulances intended for use in the CITY, their availability for review, and shall commit to the maintenance of such records throughout the life of the contract. Ambulances shall be maintained in accordance to these maintenance schedules and records.

F. Disruption in service due to failure of ambulance maintenance shall be considered a "major breach" and shall be cause for immediate contract cancellation.

- G. Any vehicle or equipment that has become unreliable due to mechanical failure shall be replaced by CONTRACTOR immediately and be replaced with a vehicle or equipment that meets the standards as enumerated herein.
- H. CONTRACTOR shall specify in the proposal the vehicle maintenance and replacement schedules. Such schedules will be based upon total miles.

CITY OF GARDEN GROVE

AMENDMENT NO. 1 TO INDEPENDENT CONTRACTOR AGREEMENT (AMBULANCE SERVICES)

This Amendment No. 1 to the Independent Contractor Agreement (Ambulance Services), dated September 1, 2004 is made and entered into this 25th day of August 2009, by and between the **CITY OF GARDEN GROVE**, hereinafter referred to as "CITY", and **CARE AMBULANCE SERVICE, INC.**, hereinafter referred to as "CONTRACTOR".

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

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

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

1. Scope of Work (Section 1 of the Agreement), shall be revised as follows:

The Scope of Work shall be revised to add the collection of non-resident fees for CITY pursuant to Attachment A, which is attached hereto and incorporated herein by reference. All other terms, conditions and provisions of Section 1 of the Agreement shall remain in full force and effect.

2. Term and Term Renewal (Section 2 of the Agreement), shall be revised as follows:

The Parties hereto agree to extend the term of the Agreement from **September 1, 2009** through **August 31, 2014**. All other terms, conditions and provisions of Section 2 of the Agreement shall remain in full force and effect.

3. Proof of Insurance Requirements (Section 11.2 of the Agreement and the insurance requirements set forth in the Request for Proposal for Ambulance Transportation and Billing Services 2004 ("Request for Proposal"), Section II.4), shall be revised as follows:

- (a) 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.
- (b) WORKERS COMPENSATION INSURANCE. For the duration of this Agreement, CONTRACTOR shall maintain Workers Compensation Insurance in the amount and type required by law. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.

(c) INSURANCE AMOUNTS. CONTRACTOR shall maintain in effect the following insurance for the duration of this Agreement:

- (1) 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, \$10,000,000 general aggregate. 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. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- (2) Automobile liability in the amount not less than \$1,000,000 combined single limit; 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. Such insurance shall contain a waiver of subrogation clause in favor of the City of Garden Grove, its officers, officials, agents, employees, and volunteers.
- (3) Excess automobile liability coverage in an amount not less than \$2,000,000. 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.
- (4) Professional liability (Ambulance Medical Malpractice) in the amount of \$3,000,000 per occurrence, \$6,000,000 aggregate; Such insurance may be combined with the commercial general liability coverage, however if coverage is so structured, coverage shall be in an amount not less than \$5,000,000 per occurrence, \$10,000,000 general aggregate. 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.

An Additional Insured Endorsement, ongoing and completed operations, for the policy under subsection (c)(1), 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 subsection (c)(2) 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.

An Additional Insured Endorsement for the policy under subsection (c)(3) shall designate CITY, its officers, officials, employees, agents, and volunteers as additional insureds under the excess automobile liability policy. CONTRACTOR shall provide to CITY proof of insurance stating the excess automobile liability policy follows form, endorsement forms for the excess automobile liability policy, and the schedule of underlying policies with policy numbers for the underlying policies and the excess automobile liability policy, that conform to CITY's requirements, as approved by the CITY.

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.

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 is not provided, Garden Grove shall have the right to require Contractor to obtain insurance sufficient to provide adequate protection.

Claims Made Policy: For any policy written on a "claims made" basis, the policy shall be continued in full force and effect at all times during the term of this agreement, and for a period of not less than three (3) years from the date of completion of services hereunder. In the event of termination, cancellation, or material change of the policy during this period, Contractor shall obtain continuing insurance coverage for the prior acts or omissions of Contractor during the course of performing services under the terms of this 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. Evidence of coverage shall be submitted to the City of Garden Grove.

No insurance required under this Amendment No. 1 shall provide for a deductible or a self-insured retention in excess of \$25,000 without prior written consent of CITY.

All other terms, conditions and provisions of Section II.2 of the Agreement and the Request for Proposal, which is incorporated herein by reference, shall remain in full force and effect and CONTRACTOR shall comply with all such terms, conditions and provisions.

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

5. Each person executing this Amendment No. 1 to Independent Contractor Agreement (Ambulance Services) on behalf of a party hereto warrants and represents that he/she is duly authorized to execute this Amendment No. 1 on behalf of the entity for which he/she is signing and that such party is bound to the rights and by the obligations set forth in this Amendment No. 1 by such signature.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to Independent Contractor Agreement (Ambulance Services) to be executed by their respective officers duly authorized on the date first written above.

"CITY"
CITY OF GARDEN GROVE

Date: 9-1-09

By: *Matthew Feste*
City Manager

ATTESTED:

Kathleen Bailer
City Clerk
Date: 9/3/09

Date: AUGUST 19, 2009

"CONTRACTOR"
CARE AMBULANCE SERVICE, INC.

By: *Dan Richardson*

Name: DAN C. RICHARDSON

Title: CO-CEO

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:

Thomas F. Nixon
Thomas F. Nixon, City Attorney

ATTACHMENT A

BILLING

A. CONTRACTOR agrees to identify, code, bill and collect all fees on behalf of GARDEN GROVE for emergency response services rendered to non-resident of GARDEN GROVE. GARDEN GROVE agrees to provide, in the format of its choice, the necessary information for the CONTRACTOR to determine which patients are subject to billing on behalf of GARDEN GROVE. CONTRACTOR further agrees that all amounts billed and collected on behalf of GARDEN GROVE will be separately identified within the accounting records in sufficient detail to allow for verification by GARDEN GROVE and that such records will be retained for the current year of operation and for the preceding six (6) years of service. CONTRACTOR shall, on or before the close of business on the last day of every calendar month, remit all funds collected on behalf of GARDEN GROVE during the immediately preceding calendar month. CONTRACTOR shall bill and collect all accounts in accordance with current practices of CONTRACTOR or as otherwise directed by GARDEN GROVE.

B. To the extent permitted by law, GARDEN GROVE shall be responsible to provide CONTRACTOR a copy of any Trip Ticket or Prehospital Care Report form completed by its paramedic when the paramedic is in the CONTRACTOR's vehicle used to transport a patient.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/26/2009

PRODUCER: (714)905-1923 FAX: (714)905-1910
Hayward Tilton & Rolapp Insurance Associates,
CA Dept. of Ins. Lic. #0614365 Joe
888 S. Disneyland Dr., Ste 400
Anaheim CA 92802-1846
INSURED

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Admiral Insurance Company

24856

INSURER B: Scottsdale Insurance

A, XV

INSURER C: Lloyds of London

INSURER D:

INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY X CLAIMS MADE X Retro Date: 7/15/02 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY	C000000461-05 Medical Professional Liability-Separate Limits See Below. Claims Expense: \$2m (In addition to limits) LOC Applies to GL & MPL	7/15/2009	7/15/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (En occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG \$ 3,000,000 \$ 300,000 \$ 5,000 \$ 3,000,000 \$ 6,000,000 \$ Included
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	CA90089294	7/15/2009	7/15/2010	COMBINED SINGLE LIMIT (En accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) \$ 1,000,000 \$ \$ \$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY: AGG \$ \$ \$
B	EXCESS/UMBRELLA LIABILITY X OCCUR DEDUCTIBLE RETENTION	XL90060283* Excess Liability over Primary Auto Liability Only. Underlying endt #XL8-SP-1 attached	7/15/2009	7/15/2010	EACH OCCURRENCE AGGREGATE Auto Excess Liab. Follows Form over Primary Auto Liab. \$ 2,000,000 \$ 2,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/>			WC STATUTORY LIMITS OTH-ER EL EACH ACCIDENT EL DISEASE - EA EMPLOYEE EL DISEASE - POLICY LIMIT \$ \$ \$
A	OTHER Medical Professional Liab.	C000000461-05	7/15/2009	7/15/2010	Limit-Any One Occ Limit-Aggregate \$3,000,000 \$6,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Proof of Coverage" The City of Garden Grove, its officers, officials, agents, employees & volunteers are Incl. as Add'l Insureds & Primary & Non-contributory wording applies as respects to Gen'l Liab per AI 08 7602 03 attached. Add'l Insured as respects Auto Liab per CA 2048 0299 attached. Waiver of Subrogation as respects Auto Liab per UTS250 (5-96) attached. Add'l Insured as respects Auto Excess Liab per UTS-3g-01 (3-92) attached.
*CANCELLATION: 10-days Notice for Non-Payment of Premium and/or Non-Reporting of Payroll.

CERTIFICATE HOLDER

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

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Dona Delight/DLD

Dona Delight

ACORD 25 (2009/01)
INS025 (200501)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD. Reviewed and approved as to insurance language and/or requirements.

8/31/09

Heidi M. Jay
Risk Management

Policy Number: CO00000461-05

AI 08 76 02 03

Effective Date: 07/15/2009

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
(BLANKET)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY I. COVERAGE B., C., D. & II. COVERAGE

It is agreed that the "Persons Insured" provision of the Coverage Part is amended to include any person, organization, trustee, estate or Governmental entity to whom or to which the Named Insured is obligated, by virtue of a written contract or by the issuance or existence of a permit, to provide insurance such as is afforded by this policy, but only with respect to operations performed by or on behalf of the Named Insured or to facilities used by the Named Insured and then only for the limits of liability specified in such contract, but in no event for limits of liability in excess of the applicable limits of liability of this policy; provided that such person, organization, trustee, estate or Governmental entity shall be an Insured only with respect to occurrences taking place after such written contract has been executed or such permit has been issued.

It is further agreed that this insurance shall be primary and non-contributory as respects Additional Insureds but only if it is required by written contract or permit prior to loss that this insurance be primary and/or non-contributory to other valid and collectible insurance available to that person or organization.

It is further agreed that Admiral waives any right of subrogation against Additional Insureds which might arise by means of any payment under the policy but only if such waiver is required under any written contract or permit prior to loss with the Insured.

AI 08 76 02 03

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

8/31/09

Heidi M. Day
Risk Management

Page 1 of 1

POLICY NUMBER: CAS0089294

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

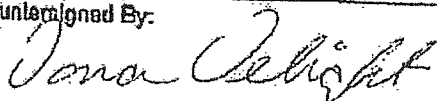
This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER 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 "insured" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 7/15/2009	Countersigned By:  (Authorized Representative)
Named Insured: Care Ambulance Service Inc.	

SCHEDULE

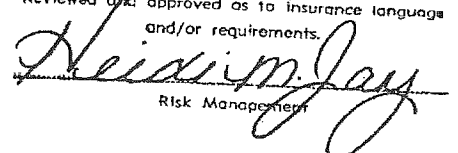
Name of Person(s) or Organization(s): City of Garden Grove, its officers, officials, employees, agents and volunteers
--


(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule 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.

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

8/31/09


Risk Management

 SCOTTSDALE INSURANCE COMPANY®		ENDORSEMENT NO. <u>005</u>
Attached to and forming a part of Policy No. <u>CAS0089294</u> Named Insured <u>CARE AMBULANCE SERVICE, INC.</u>		Endorsement Effective Date <u>08-19-09</u> <u>12:01 A.M., Standard Time</u> Agent No. <u>05716</u>

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

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

SCHEDULE

Name of Person or Organization:

**CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS,
 EMPLOYEES, AND VOLUNTEERS
 ATTN: FIRE MARSHALL
 PO BOX 3070
 GARDEN GROVE, CA 92842**

The Condition titled "TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US" does not apply to the person or organization shown in the Schedule.

UTS-250 (5-96)

Dana Delight 8/26/09
 AUTHORIZED REPRESENTATIVE DATE

Insured Copy

Reviewed and approved as to insurance language
 and/or requirements.
8/31/09 *Heidi M. Jay*
 Risk Management



SCOTTSDALE INSURANCE COMPANY[®]

ENDORSEMENT
NO.

ATTACHED TO AND FORMING A PART OF POLICY NUMBER	ENDORSEMENT EFFECTIVE DATE (12:01 A.M. STANDARD TIME)	NAMED INSURED	AGENT NO.
XLS0060283	08-19-09	CARE AMBULANCE SERVICE, INC.	05716

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY 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 Additional Insureds under Section I Coverages 1d. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 08-19-09	Countersigned By:
Named Insured: CARE AMBULANCE SERVICE, INC.	<i>Dana Delight</i> (Authorized Representative)

SCHEDULE

Name of Person(s) or Organization(s): CITY OF GARDEN GROVE, ITS OFFICERS, OFFICIALS, AGENTS, EMPLOYEES AND VOLUNTEERS ATTN: FIRE MARSHALL P.O. BOX 3070 GARDEN GROVE, CA 92842
--

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an Additional Insured for Excess Liability Coverage, but only to the extent that person or organization qualifies as an Additional Insured under Section I, Coverages 1d of the Excess Liability Form.

UTS-39-01 (3-92)

Dana Delight 8/26/09
AUTHORIZED REPRESENTATIVE DATE

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

8/31/09 *Heidi M. Joy*
Risk Management



SCOTTSDALE INSURANCE COMPANY[®]

COMMERCIAL EXCESS LIABILITY SCHEDULE OF CONTROLLING UNDERLYING INSURANCE

Policy No.: XLS0060283

Effective Date: 07-15-09

12:01 A.M. Standard Time

Named Insured: CARE AMBULANCE SERVICE, INC.

Agent No.: 05716

INSURER, POLICY NUMBER AND POLICY PERIOD	TYPE OF COVERAGE	APPLICABLE LIMITS
Insurer's Name NOT APPLICABLE	General Liability <input type="checkbox"/> Occurrence <input type="checkbox"/> Claims-made	Applicable Limits
Policy Number		\$ _____ Each Occurrence
Policy Period to		\$ _____ Personal and Advertising Injury
		\$ _____ General Aggregate (other than products/ completed operations)
* General Aggregate Applies		\$ _____ Products/ Completed Operations Aggregate
Insurer's Name SCOTTSDALE INSURANCE COMPANY	Commercial Auto Liability	Bodily Injury and Property Damage Limit
Policy Number ON FILE WITH COMPANY		\$ 1,000,000 Each Accident
Policy Period 07/15/09 to 07/15/10		
Insurer's Name NOT APPLICABLE	Employer's Liability	Bodily Injury Limit
Policy Number		\$ _____ Each Accident (by accident)
Policy Period to		\$ _____ Policy Limit (by disease)
		\$ _____ Each Employee (by disease)

XLS-09-1 (11-08)

Insured Copy

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

8/31/09

Risk Management

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-28-2009

GROUP: 000236
 POLICY NUMBER: 0000232-2008
 CERTIFICATE ID: 130
 CERTIFICATE EXPIRES: 12-01-2009
 12-01-2008/12-01-2009
 THIS CERTIFICATE SUPERSEDES AND CORRECTS
 CERTIFICATE # 105 DATED 12-01-2008

CITY OF GARDEN GROVE
 FIRE MARSHALL
 PO BOX 3070
 GARDEN GROVE CA 92842-3070

SP

This is to certify that we have issued a valid Workers' Compensation Insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
 AUTHORIZED REPRESENTATIVE

Janet Frank
 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - DAN RICHARDSON PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - RICK RICHARDSON V.P. SEC TREAS - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 12-01-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2009-08-26 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME: CITY OF GARDEN GROVE

EMPLOYER

CARE AMBULANCE SERVICE, INC
 1517 W BRADEN CT
 ORANGE CA 92668

SP

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

8/31/09 *Heidi M. Jay*
 Risk Management

[B16,SC]

CONSENT TO TRANSFER AGREEMENT BETWEEN CARE AMBULANCE SERVICE
AND FCA CORPORATION (F: 55 FCA) (XR: 55 CARE Ambulance)

Staff report dated November 23, 2010, was introduced.

Mayor Dalton and Council Member Broadwater thanked the owners of CARE Ambulance present in the audience for their service to the Garden Grove community.

It was moved by Council Member Broadwater, seconded by Mayor Dalton, and carried by unanimous vote that the Consent to Transfer Agreement amongst the City of Garden Grove, Care Ambulance Services, Inc., and FCA Corp regarding the City's ambulance services agreement, be and hereby is approved; and the City Manager is authorized to execute the Agreement, including making minor modifications deemed appropriate, and any related implementing documents.

City of Garden Grove

INTER-DEPARTMENT MEMORANDUM

To: Matthew J. Fertal

From: Dave Bertka

Dept: City Manager

Dept: Fire

Subject: CARE AMBULANCE CONSENT TO
TRANSFER AGREEMENT

Date: November 23, 2010

OBJECTIVE

To request City Council to approve an agreement consenting to the acquisition of Care Ambulance Service by FCA Corp.

BACKGROUND

Care Ambulance Services, Inc. intends to transfer ownership of all stock in the company to FCA Corp. in December 2010. The City of Garden Grove and Care Ambulance Services, Inc. entered into an Ambulance Service Agreement effective September 1, 2009 until August 31, 2014. In accordance to Section 17 of the Agreement titled Assignment and Delegation, any transfer or sale of ownership requires prior written consent of the City.

DISCUSSION

Care Ambulance has partnered with the City of Garden Grove for emergency ambulance transportation since 2004 and has provided excellent service. The Fire Department has met jointly with both Care and FCA, and it was discussed that no operational or administrative changes to the company will take place, including the company name. Rick Richardson will remain with the company and act in the capacity of CEO, and the current executive staff will also stay intact. The Fire Department feels very comfortable that the philosophy of Care Ambulance, and the current outstanding working relationships will remain intact.

FINANCIAL IMPACTS

There is no financial impact to the general fund. By approving the consent to transfer agreement the existing ambulance pass through fee will remain intact, which generates over \$250,000 annually.

CARE AMBULANCE CONSENT TO TRANSFER AGREEMENT

NOVEMBER 23, 2010

Page 2

RECOMMENDATION

It is recommended that City Council:

- Approve the Consent to Transfer Agreement amongst the City of Garden Grove, Care Ambulance Services, Inc, and FCA Corp regarding the Ambulance Service Agreement.
- Authorize the City Manager to execute the Consent to Transfer Agreement, including minor modifications as deemed appropriate by the City Manager, and any related implementing documents



DAVE BERTKA

Fire Chief

Attachment: Consent to Transfer Agreement

Recommended for Approval



Matthew Ferial
City Manager