AM No. 14-026 (C7)

TO: City Council

FROM: John Marchione, Mayor

DATE: February 4, 2014

SUBJECT: **Acceptance of 2014 RAMPART (Regional Approach to Municipal Public AED Registry and Training) Grant from Seattle-King County Department of Public Health**

I. RECOMMENDED ACTION

Accept the Seattle-King County Department of Public Health 2014 RAMPART Grant in the amount of $5,769.00

II. DEPARTMENT CONTACT PERSON

Tommy F. Smith, Fire Chief – 425.556.2202
Todd Short, Deputy Fire Chief – 425.556.2242
Mark Donnell, Fire Fighter/Paramedic (RAMPART Liaison) – 425.556.2243

III. DESCRIPTION

The City of Redmond Fire Department has been awarded $5,769.00 from the Seattle-King County Department of Public Health, Emergency Services Division, to fund the purchase of AEDs (Automated External Defibrillators) for public facilities within the City of Redmond and provide the training necessary for City employees to recognize and provide care for patients in cardiac arrest. Cardiac arrest strikes approximately 1,000 citizens within King County each year, and the greatest chance of survivability is for those patients who received early CPR and early defibrillation, in most cases initiated by the lay public. The prevalence and ease of use of public access defibrillators coupled with the training of the lay public to recognize cardiac arrest and initiate CPR has contributed to the latest 2012 successful survival rate (greater than 57 percent) for victims of cardiac arrest within Seattle-King County. This is recognized as the highest successful survival rate from witnessed cardiac arrests in the world.

The grant will provide funds for the purchase of three additional AEDs to be placed in City of Redmond facilities that have the highest need. These funds also provide for the training necessary to perform high quality CPR and use the AED on patients in cardiac arrest. Training is provided by City of Redmond Fire/Medic One personnel who are certified American Heart Association instructors. Our 2013 RAMPART Grant funding

allowed for the placement of two (2) AEDs at Parks and provided for the training of over 180 employees. Acceptance of this grant supports the Safety priority in the Budgeting by Priorities process by creating a safer city for all citizens of Redmond.

IV. IMPACT

Fiscal: Acceptance of the Seattle-King County Department of Public Health/EMS 2014 RAMPART Grant in the amount of $5,769.00 will add funds and provide additional support to the City's existing EMS program.

V. ALTERNATIVES

A. Accept the grant funding, in the amount of $5,769.00.

B. Do not accept the grant.

C. Continue to identify funding sources that will allow for placement of additional AEDs in City of Redmond facilities as well as provide for the necessary training.

VI. TIME CONSTRAINTS

The grant covers expenditures from February 1, 2014, through December 31, 2014.

VII. LIST OF ATTACHMENTS

A. Seattle-King County Department of Public Health 2014 Community Services Contract with Other Government, Institution or Jurisdiction

/s/ _____ 1/24/14
Tommy F. Smith, Fire Chief Date

Approved for Council Agenda: /s/ _____ 1/24/14
John Marchione, Mayor Date

Public Health
Seattle & King County

King County Contract #	EMS3410
Federal Taxpayer ID #	91-6001492
Federal Sub-recipient -	NO

This form is available in alternate formats for people with disabilities upon request.

2014 COMMUNITY SERVICES CONTRACT WITH OTHER GOVERNMENT, INSTITUTION, OR JURISDICTION

THIS CONTRACT is entered into by KING COUNTY (the "County"), and City of Redmond (the "Contractor"), whose address is 15965 NE 85th St.,Redmond,Washington,98073-9710. The County department overseeing the work to be performed in this Contract is the Seattle-King County Department of Public Health (aka, Public Health - Seattle & King County, "PHSKC").

Contract Summary

PHSKC Division: Emergency Medical Services

Project Title: Project RAMPART

Contract Amount: $5,769.00

Contract Start Date: 02/01/2014 Contract End Date: 12/31/2014

Fund Source Information

FEDERAL: $ COUNTY: $5,769.00 STATE: $ OTHER: $

Specific Funding Details (Award number, CFDA #, Amounts, Effective Dates)

1) EMS Real Property Tax Levy

WHEREAS, the County has been advised that the foregoing are the current funding sources, funding levels and effective dates, and

WHEREAS, the County desires to have certain services performed by the Contractor as described in this Contract, and as authorized by the 2014 Annual Budget.

NOW THEREFORE, in consideration of payments, covenants, and agreements hereinafter mentioned, to be made and performed by the parties hereto, the parties mutually agree as follows:

I Incorporation of Exhibits

The Contractor shall provide services and comply with the requirements set forth in the following attached exhibits, which are incorporated herein by reference:

Program Exhibits and Requirements

- Exhibit A: Scope of Work
- Exhibit B: Budget
- Exhibit C: Invoice
- Exhibit D: CPR Instruction reporting form
- Exhibit E: Contractor's Certificate of Insurance and Additional Insured Endorsement

II Term and Termination

A This Contract shall commence on 2/1/2014 8:00:00 AM, and shall terminate on 12/31/2014 8:00:00 AM, unless extended or terminated earlier, pursuant to the terms and conditions of the Contract.

B This Contract may be terminated by the County or the Contractor without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the termination. The Contract may be suspended by the County without cause, in whole or in part, prior to the date specified in Subsection II.A. above, by providing the other party thirty (30) days advance written notice of the suspension.

C The County may terminate or suspend this Contract, in whole or in part, upon seven (7) days advance written notice in the event: (1) the Contractor materially breaches any duty, obligation, or service required pursuant to this Contract, or (2) the duties, obligations, or services required herein become impossible, illegal, or not feasible. If the Contract is terminated by the County pursuant to this Subsection II.C. (1), the Contractor shall be liable for damages, including any additional costs of procurement of similar services from another source.

If the termination results from acts or omissions of the Contractor, including but not limited to misappropriation, nonperformance of required services, or fiscal mismanagement, the Contractor shall return to the County immediately any funds, misappropriated or unexpended, which have been paid to the Contractor by the County.

D If County or other expected or actual funding is withdrawn, reduced, or limited in any way prior to the termination date set forth above in Subsection II.A., the County may, upon written notification to the Contractor, terminate or suspend this Contract in whole or in part.

If the Contract is terminated or suspended as provided in this Section (1) the County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination or suspension; and (2) the Contractor shall be released from any obligation to provide such further services pursuant to the Contract as are affected by the termination or suspension.

Funding or obligation under this Contract beyond the current appropriation year is conditional upon appropriation by the County Council of sufficient funds to support the activities described in the Contract. Should such appropriation not be approved, this Contract will terminate at the close of the current appropriation year.

If the Contract is suspended as provided in this Section the County may provide written authorization to resume activities.

E Nothing herein shall limit, waive, or extinguish any right or remedy provided by this Contract or law that either party may have in the event that the obligations, terms, and conditions set forth in this Contract are breached by the other party.

III **Compensation and Method of Payment**

A The County shall reimburse the Contractor for satisfactory completion of the services and requirements specified in this Contract, payable upon receipt and approval by the County of a signed invoice in substantially the form of the attached Invoice Exhibit which complies with the attached Budget Exhibit.

B The Contractor shall submit an invoice and all accompanying reports as specified in the attached exhibits not more than 60 working days after the close of each indicated reporting period. The County shall make payment to the Contractor not more than 30 days after a complete and accurate invoice is received.

C The Contractor shall submit its final invoice and all outstanding reports within 90 days of the date this Contract terminates. If the Contractor's final invoice and reports are not submitted by the day specified in this subsection, the County will be relieved of all liability for payment to the Contractor of the amounts set forth in said invoice or any subsequent invoice.

D When a budget is attached hereto as an exhibit, the Contractor shall apply the funds received from the County under this Contract in accordance with said budget. The Contract may contain separate budgets for separate program components. The Contractor shall request prior approval from the County for an amendment to this Contract when the cumulative amount of transfers among the budget categories is expected to exceed 10% of the Contract amount in any Contract budget. Supporting documents necessary to explain fully the nature and purpose of the amendment must accompany each request for an amendment.

E If travel costs are contained in the attached budget, reimbursement of Contractor travel, lodging, and meal expenses are limited to the eligible costs based on the following rates and criteria.

1 The mileage rate allowed by King County shall not exceed the current Internal Revenue Service (IRS) rates per mile as allowed for business related travel. The IRS mileage rate shall be paid for the operation, maintenance and depreciation of individually owned vehicles for that time which the vehicle is used during work hours. Parking shall be the actual cost. When rental vehicles are authorized, government rates shall be requested. If the Contractor does not request government rates, the Contractor shall be personally responsible for the difference. Please reference the federal web site for current rates: http://www.gsa.gov.

2 Reimbursement for meals shall be limited to the per diem rates established by federal travel requisitions for the host city in the Code of Federal Regulations, 41 CFR § 301, App.A. Please reference http://www.gsa.gov for the current host city per diem rates.

3 Accommodation rates shall not exceed the federal lodging limit plus host city taxes. The Contractor shall always request government rates.

4 Air travel shall be by coach class at the lowest possible price available at the time the County requests a particular trip. In general, a trip is associated with a particular work activity of limited duration and only one round-trip ticket, per person, shall be billed per trip. Any air travel occurring as part of federal grant must be in accordance with the Fly America Act.

IV **Internal Control and Accounting System**

The Contractor shall establish and maintain a system of accounting and internal controls which complies with applicable, generally accepted government accounting standards (GAGAS).

V **Debarment and Suspension Certification**

Entities that are debarred, suspended, or proposed for debarment by the U.S. Government are excluded from receiving federal funds and contracting with the County. The Contractor, by signature to this Contract, certifies that the Contractor is not presently debarred, suspended, or proposed for debarment by any Federal department or agency. The Contractor also agrees that it will not enter into a subcontract with a contractor that is debarred, suspended, or proposed for debarment. The Contractor agrees to notify King County in the event it, or a subcontractor, is debarred, suspended, or proposed for debarment by any Federal department or agency.

VI **Maintenance of Records/Evaluations and Inspections**

A The Contractor shall maintain accounts and records, including personnel, property, financial, and programmatic records and other such records as may be deemed necessary by the County to ensure proper accounting for all Contract funds and compliance with this Contract.

B In accordance with the nondiscrimination and equal employment opportunity requirements set forth in Section XIV. below, the Contractor shall maintain the following:

1 Records of employment, employment advertisements, application forms, and other pertinent data, records and information related to employment, applications for employment or the administration or delivery of services or any other benefits under this Contract; and

2 Records, including written quotes, bids, estimates or proposals submitted to the Contractor by all businesses seeking to participate on this Contract, and any other information

necessary to document the actual use of and payments to subcontractors and suppliers in this Contract, including employment records.

The County may visit the site of the work and the Contractor's office to review the foregoing records. The Contractor shall provide every assistance requested by the County during such visits. In all other respects, the Contractor shall make the foregoing records available to the County for inspection and copying upon request. If this Contract involves federal funds, the Contractor shall comply with all record keeping requirements set forth in any federal rules, regulations or statutes included or referenced in the contract documents.

C Except as provided in Section VII of this Contract, the records listed in A and B above shall be maintained for a period of six (6) years after termination hereof unless permission to destroy them is granted by the Office of the Archivist in accordance with Revised Code of Washington (RCW) Chapter 40.14.

D Medical records shall be maintained and preserved by the Contractor in accordance with state and federal medical records statutes, including but not limited to RCW 70.41.190, 70.02.160, and standard medical records practice. If the Contractor ceases operations under this Contract, the Contractor shall be responsible for the disposition and maintenance of such medical records.

E The Contractor agrees to cooperate with the County or its agent in the evaluation of the Contractor's performance under this Contract and to make available all information reasonably required by any such evaluation process. The results and records of said evaluations shall be maintained and disclosed in accordance with RCW Chapter 42.56.

F The Contractor agrees that all information, records, and data collected in connection with this Contract shall be protected from unauthorized disclosure in accordance with applicable state and federal law.

VII **Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Contractor shall not use protected health information created or shared under this Contract in any manner that would constitute a violation of HIPAA and any regulations enacted pursuant to its provisions. Contractor shall read and certify compliance with all HIPAA requirements at http://www.kingcounty.gov/healthservices/health/partnerships/contracts

VIII **Audits**

A If the Contractor is a municipal entity or other government institution or jurisdiction, it shall notify the County in writing within 30 days of when its annual report of examination/audit conducted by the Washington State Auditor has been completed.

B Additional audit or review requirements which may be imposed on the County will be passed on to the Contractor and the Contractor will be required to comply with any such requirements.

IX **Corrective Action**

If the County determines that a breach of contract has occurred, that is, the Contractor has failed to comply with any terms or conditions of this Contract or the Contractor has failed to provide in any manner the work or services agreed to herein, and if the County deems said breach to warrant corrective action, the following sequential procedure will apply:

A The County will notify the Contractor in writing of the nature of the breach;

The Contractor shall respond in writing within three (3) working days of its receipt of such notification, which response shall indicate the steps being taken to correct the specified deficiencies. The corrective action plan shall specify the proposed completion date for bringing the Contract into compliance, which date shall not be more than ten (10) days from the date of the Contractor's response, unless the County, at its sole discretion, specifies in writing an extension in the number of days to complete the corrective actions;

B The County will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of sufficiency of the Contractor's corrective action plan shall be at the sole discretion of the County;

C In the event that the Contractor does not respond within the appropriate time with a corrective action plan, or the Contractor's corrective action plan is determined by the County to be insufficient, the County may commence termination or suspension of this Contract in whole or in part pursuant to Section II.C.;

D In addition, the County may withhold any payment owed the Contractor or prohibit the Contractor from incurring additional obligations of funds until the County is satisfied that corrective action has been taken or completed; and

E Nothing herein shall be deemed to affect or waive any rights the parties may have pursuant to Section II. Subsections B, C, D, and E.

X **Dispute Resolution**

The parties shall use their best, good-faith efforts to cooperatively resolve disputes and problems that arise in connection with this Contract. Both parties will make a good faith effort to continue without delay to carry out their respective responsibilities under this Contract while attempting to resolve the dispute under this section.

XI **Hold Harmless and Indemnification**

A In providing services under this Contract, the Contractor is an independent Contractor, and neither it nor its officers, agents, employees, or subcontractors are employees of the County for any purpose. The Contractor shall be responsible for all federal and/or state tax, industrial insurance, and Social Security liability that may result from the performance of and compensation for these services and shall make no claim of career service or civil service rights which may accrue to a County employee under state or local law.

The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by, or on behalf of the Contractor, its employees, subcontractors and/or others by reason of this Contract. The Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and/or losses whatsoever occurring or resulting from (1) the Contractor's failure to pay any such compensation, wages, benefits, or taxes, and/or (2) the supplying to the Contractor of work, services, materials, or supplies by Contractor employees or other suppliers in connection with or support of the performance of this Contract.

B The Contractor further agrees that it is financially responsible for and will repay the County all indicated amounts following an audit exception which occurs due to the negligence, intentional act, and/or failure, for any reason, to comply with the terms of this Contract by the Contractor, its officers, employees, agents, or subcontractors. This duty to repay the County shall not be diminished or extinguished by the prior termination of the Contract pursuant to the Term and Termination section.

C The Contractor shall defend, indemnify, and hold harmless the County, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the Contractor, its officers, employees, subcontractors and/or agents in its performance or non-performance of its obligations under this Contract. In the event the County incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the Contractor.

D The County shall defend, indemnify, and hold harmless the Contractor, its officers, employees, and agents from any and all costs, claims, judgments, and/or awards of damages, arising out of, or in any way resulting from, the negligent acts or omissions of the County, its officers, employees, or agents in its performance or non-performance of its obligations under this Contract. In the event

the Contractor incurs any judgment, award, and/or cost arising therefrom including attorneys' fees to enforce the provisions of this article, all such fees, expenses, and costs shall be recoverable from the County.

E Claims shall include, but not be limited to, assertions that use or transfer of software, book, document, report, film, tape, or sound reproduction or material of any kind, delivered hereunder, constitutes an infringement of any copyright, patent, trademark, trade name, and/or otherwise results in unfair trade practice.

F Nothing contained within this provision shall affect and/or alter the application of any other provision contained within this Contract.

G The indemnification, protection, defense and save harmless obligations contained herein shall survive the expiration, abandonment or termination of this Contract.

XII **Insurance Requirements**

By the date of execution of this Contract, the Contractor shall procure and maintain for the duration of this Contract, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of work hereunder by the Contractor, its agents, representatives, employees, and/or subcontractors. The costs of such insurance shall be paid by the Contractor or subcontractor. The Contractor may furnish separate certificates of insurance and policy endorsements for each subcontractor as evidence of compliance with the insurance requirements of this Contract. The Contractor is responsible for ensuring compliance with all of the insurance requirements stated herein. Failure by the Contractor, its agents, employees, officers, subcontractors, providers, and/or provider subcontractors to comply with the insurance requirements stated herein shall constitute a material breach of this Contract. Specific coverages and requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and provide required insurance documentation prior to the signing of this Agreement.

XIII **Assignment/Subcontracting**

A The Contractor shall not assign or subcontract any portion of this Contract or transfer or assign any claim arising pursuant to this Contract without the written consent of the County. Said consent must be sought in writing by the Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

B "Subcontract" shall mean any agreement between the Contractor and a subcontractor or between subcontractors that is based on this Contract, provided that the term "subcontract" does not include the purchase of (1) support services not related to the subject matter of this Contract, or (2) supplies.

C The Contractor shall include Sections III.D., III.E., IV, V, VI, VII, XI, XII, XIII, XIV, XV, XVI, and XVII,XVIII, XXIV, XXV, XXVI, XXVII, and the Funder's Special Terms and Conditions, if attached, in every subcontract that relates to the subject matter of this Contract.

D The Contractor agrees to include the following language verbatim in every subcontract, for services which relate to the subject matter of this Contract:

"Subcontractor shall protect, defend, indemnify, and hold harmless King County, its officers, employees and agents from any and all costs, claims, judgments, and/or awards of damages arising out of, or in any way resulting from the negligent act or omissions of subcontractor, its officers, employees, and/or agents in connection with or in support of this Contract. Subcontractor expressly agrees and understands that King County is a third party beneficiary to this Contract and shall have the right to bring an action against subcontractor to enforce the provisions of this paragraph."

XIV **Nondiscrimination and Equal Employment Opportunity**

The Contractor shall comply with all applicable federal, state and local laws regarding discrimination, including those set forth in this Section.

During performance of the Contract, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of the employee or applicant's sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age except by minimum age and retirement provisions, unless based upon a bona fide occupational qualification. The Contractor will make equal employment opportunity efforts to ensure that applicants and employees are treated, without regard to their sex, race, color, marital status, national origin, religious affiliation, disability, sexual orientation, gender identity or expression or age. Additional requirements are at http://www.kingcounty.gov/healthservices/health/partnerships/contracts; contractors shall read and certify compliance.

XV **Conflict of Interest**

A The Contractor agrees to comply with applicable provisions of K.C.C. 3.04. Failure to comply with such requirements shall be a material breach of this contract, and may result in termination of this Contract pursuant to Section II and subject the Contractor to the remedies stated therein, or otherwise available to the County at law or in equity.

B The Contractor agrees, pursuant to KCC 3.04.060, that it will not willfully attempt to secure preferential treatment in its dealings with the County by offering any valuable consideration, thing of value or gift, whether in the form of services, loan, thing or promise, in any form to any County official or employee. The Contractor acknowledges that if it is found to have violated the prohibition found in this paragraph, its current contracts with the County will be cancelled and it shall not be able to bid on any County contract for a period of two years.

C The Contractor acknowledges that for one year after leaving County employment, a former County employee may not have a financial or beneficial interest in a contract or grant that was planned, authorized, or funded by a County action in which the former County employee participated during County employment. Contractor shall identify at the time of offer current or former County employees involved in the preparation of proposals or the anticipated performance of Work if awarded the Contract. Failure to identify current or former County employees involved in this transaction may result in the County's denying or terminating this Contract. After Contract award, the Contractor is responsible for notifying the County's Project Manager of current or former County employees who may become involved in the Contract any time during the term of the Contract.

XVI **Equipment Purchase, Maintenance, and Ownership**

A The Contractor agrees that any equipment purchased, in whole or in part, with Contract funds at a cost of $5,000 per item or more, when the purchase of such equipment is reimbursable as a Contract budget item, is upon its purchase or receipt the property of the County and/or federal/state government. The Contractor shall be responsible for all such property, including the proper care and maintenance of the equipment.

B The Contractor shall ensure that all such equipment will be returned to the County or federal/state government upon termination of this Contract unless otherwise agreed upon by the parties.

XVII **Proprietary Rights**

The parties to this Contract hereby mutually agree that if any patentable or copyrightable material or article should result from the work described herein, all rights accruing from such material or article shall be the sole property of the party that produces such material or article. If any patentable or copyrightable material or article should result from the work described herein and is jointly produced by both parties, all rights accruing from such material or article shall be owned in accordance with US Patent Law. Each party agrees to and does hereby grant to the other party, irrevocable, nonexclusive, and royalty-free license to use, according to law, any material or article and use any method that may be developed as part of the work under this Contract.

The foregoing products license shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor which are modified for use in the performance of this Contract.

The foregoing provisions of this section shall not apply to existing training materials, consulting aids, checklists, and other materials and documents of the Contractor that are not modified for use in the performance of this Contract.

XVIII **Political Activity Prohibited**

None of the funds, materials, property, or services provided directly or indirectly under this Contract shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

XIX **King County Recycled Product Procurement Policy**

In accordance with King County Code 18.20, the Contractor shall use recycled paper and both sides of sheet of paper whenever practicable, when submitting proposals, reports, and invoices, if paper copies are required.

XX **Future Support**

The County makes no commitment to support the services contracted for herein and assumes no obligation for future support of the activity contracted herein except as expressly set forth in this Contract.

XXI **Entire Contract/Waiver of Default**

The parties agree that this Contract is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Contract. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such through written approval by the County, which shall be attached to the original Contract.

XXII **Contract Amendments**

Either party may request changes to this Contract. Proposed changes which are mutually agreed upon shall be incorporated by written amendments to this Contract.

XXIII **Notices**

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and directed to the chief executive office of the Contractor and the project representative of the County department specified on page one of this Contract. Any time within which a party must take some action shall be computed from the date that the notice is received by said party.

XXIV **Services Provided in Accordance with Law and Rule and Regulation**

The Contractor and any subcontractor agree to abide by the laws of the state of Washington, rules and regulations promulgated thereunder, and regulations of the state and federal governments, as applicable, which control disposition of funds granted under this Contract, all of which are incorporated herein by reference.

In the event that there is a conflict between any of the language contained in any exhibit or attachment to this Contract, the language in the Contract shall have control over the language contained in the exhibit or the attachment, unless the parties affirmatively agree in writing to the contrary.

XXV **Applicable Law**

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue for any action hereunder shall be in the Superior Court for King County, Washington.

XXVI **No Third Party Beneficiaries**

Except for the parties to whom this Contract is assigned in compliance with the terms of this Contract, there are no third party beneficiaries to this Contract, and this Contract shall not impart any rights

enforceable by any person or entity that is not a party hereto.

XXVII **Contractor Certification**

By signing this Contract, the Contractor certifies that in addition to agreeing to the terms and conditions provided herein, the Contractor certifies that it has read and understands the contracting requirements on the PHSKC website (http://www.kingcounty.gov/health/contracts), and agrees to comply with all of the contract terms and conditions detailed on that site, including EEO/Nondiscrimination, HIPAA, Insurance, and Credentialing, as applicable.

IN WITNESS WHEREOF, the parties hereby agree to the terms and conditions of this Contract:

KING COUNTY	CONTRACTOR
FOR	
King County Executive	Signature
Date	Name (Please type or print)
	Date

Approved as to Form:

OFFICE OF THE KING COUNTY PROSECUTING ATTORNEY

Exhibit A – Scope of Work
Public Health – Seattle and King County
Emergency Medical Services Division

Redmond Project RAMPART
Regional Approach to Municipal Public AED Registry and Training

PURPOSE OF RAMPART: To fund a regional approach to Municipal Public Access Defibrillation Programs. Funding can support Automated External Defibrillator (AED) purchases and city employee training and encourages registration of AEDs in the King County PAD (Public Access Defibrillation) Registry.

TIME PERIOD FOR GRANT: Funds must be used by Dec 31, 2014. Contracts may be amended with additional funding available in 2014. Funds are provided via a reimbursement contract. Purchases/expenditures are reimbursed quarterly. Funding may be used for the purchase of AEDs for public facilities and municipal employee training. A project plan/budget has been approved by King County. Any changes must be approved by the AED/CPR Program Manager, Anne Curtis.

Project Mission:
To provide incentives for King County and select municipalities to promote the placement and registration of Public Access Defibrillators in public facilities and other settings at high risk for cardiac arrest events, and to promote training of your city workforce.

Specific Objectives of the Project:
1) Provide an incentive and guidelines for purchase and most efficient placement of AEDs in higher incident/higher risk locations.
2) Promote better inclusion of AEDs in the PAD Registry used by EMS and dispatch agencies (911 call centers), as required by state law (RCW 70.54.310).
3) Promote training of city employees in the use of AEDs.
4) Encourage municipalities to partner with King County EMS on the Shockingly Simple Campaign to promote PAD awareness in your communities

Deliverables:
1) Provide a Project Rampart liaison to coordinate with King County EMS.
2) Provide training in CPR/AED to 180 city employees. This training can be reimbursed by Project Rampart as follows:
   A maximum of $46.00 per hour and no more than 1 instructor per class (exceptions must be approved by the CPR/AED Program Manager):
   - 3 hour maximum for Basic CPR Training;
   - 2 hour maximum for Refresher Training (every 2 years);
3) Additional cost for training above these caps must be paid for by The Agency and are not reimbursable under this Contract.
4) Coordinate your city Public Access Defibrillation efforts.
5) Ensure that all newly placed AEDs within your city government facilities are registered with King County PAD Registry.
6) Provide AED site coordination activities related to proper placement, training and maintenance of the AEDs for all the AEDs in public facilities.
7) Coordinate any private foundation, sponsorship, donation, and/or volunteer activities related to the purchase and placement of AEDs and AED training in private residences or private facilities within your city.
8) Coordinate contract activities with EMS to receive RAMPART funding. Submit quarterly invoices for reimbursement, including original Invoices using Exhibit C for all purchases and workforce training reports.

Public Health – Seattle & King County, Emergency Medical Services Division, will:

1) Provide a Project Rampart Program Manager liaison to coordinate with each Municipality.
2) Provide training to King County employees.
3) Coordinate the KC Public Access Defibrillation Program. Conduct PAD Public Awareness Campaign as directed in the EMS 2008 – 2013 Strategic Plan.
4) Maintain King County PAD Registry. Ensure that all AEDS in King County government facilities are registered with the King County PAD Registry.
5) Provide AED site guidance activities related to proper placement, training and maintenance of the AEDS for all KC government AEDS in public facilities.
6) Provide incentive funding to Municipalities via contract. Funding allocation to be based on city public employee count and number of public AEDs registered.
7) Pay quarterly invoices.
8) Send Quarterly PAD Registry Reports to City Fire Departments. Provide cardiac arrest data for trending and identification of high risk locations.

Contract Reporting Requirements:

The agency shall comply with the following reporting requirements during the contract period:

A. Invoices shall be submitted for reimbursement of Project RAMPART expenses quarterly, and no later than July 15th, Sept. 15th and December 15th.

B. Documentation of Instructor Fees
   1) A course roster (Exhibit D) for each CPR/AED course taught to city employees must be submitted with the RAMPART invoice. The course roster must include a) instructor name, b) date of class, c) type of class taught, d) number of class participants, and e) the number of hours of instruction taught.\
   2) This training can be reimbursed at a maximum of $46 per hour for one instructor. If course size is over 15 students, one additional instructor may be brought in for the 2nd or 3rd hour of the class for practical work on manikins. If payment of instructors must exceed $46 per hour, the agency must pay the extra cost.

C. AED Purchases
   1) You must purchase AEDs using pricing from the WA State contract #01710. More information and price lists are available on www.des.wa.gov. Just put the contract # on your Purchase Order for the vendor of your choice and you should get reduced pricing. After delivery, include the original vendor invoice with your RAMPART invoice for reimbursement. At minimum, we recommend purchase of 1 wall mount, 1 carrying case and 1 extra set of pads for each AED purchased. We do not recommend buying an extra battery at the time of AED purchase, because they have a life of about 4 years. You may buy batteries for Project RAMPART for AEDs purchased in previous years.

D. Miscellaneous Equipment/Supplies and CPR/AED Training Supplies
   1) Provide an itemized list of all equipment and supplies purchased and list the price of each item. Include an original vendor invoice attached to the RAMPART invoice.

The Project RAMPART contract is a reimbursable contract and all purchases and services must be completed prior to invoicing King County. Invoices must be mailed to Anne Curtis, CPR/AED Program Manager, King County EMS, 401 Fifth Ave. Suite 1200, Seattle, WA 98104. All required reports described above must accompany the invoice. Invoices are due no later than 15 calendar days following the end of 2nd and 3rd calendar quarter and **due on December 15th for the 4th calendar quarter.**

Contract# EMS3410

King County EMS Division

Exhibit B Project RAMPART Program Plan and Budget -2014 - **Redmond**

Annual RAMPART Funding allowance: **$5,769**

A) Purchase AEDs	Manufacturer and Model*	Number of AEDs	Cost per AED, include wall mount & extra pads**	Total Cost For AED(s)	
	Phillips OnSite AED HS-1	**3**	**$ 1100.00**	**$ 3300.00**	
			Tax	**$ 313.50**	
			Shipping (Approximate)		**Total AED Cost (A)**
			Total Cost, including Tax and Shipping	**$ 3613.50**	**$ 3613.50**

***Must purchase using WA State Contract #01710 (pprox.. 30% discount): Philips, Cardiac Science, Physio-Control, Zoll).** **We do not recommend buying an extra battery at time of purchase because batteries last 4+ years.

B) Training	Estimated # of Employees to be trained	Estimated # of CPR/AED classes to be held	Estimated number of total class hours (# Basic classes X 3 hrs) + (# Refresher classes X 2)	Hourly instructor wage (max = $46.00 hour)	Total Training Cost (B)
Maximum allowable CPR/AED class hours Basic Class = 3 hrs Refresher Class = 2 hours	**180**	Basic = **2** Refresher = **5**	**32**	**$ 1472.00**	**$ 1472.00**

C) Training Supplies	Type of Supply	Number of Items	Cost	Total Cost of Training Supplies	
Includes: • AHA cards; • AED Trainers; • Batteries; • Pads; • CPR Training supplies, etc.	**AHA Cards** **Pads**	**100** **4**	**$225.00** **$ 65.00**	**$ 485.00**	
			Tax	**$ 46.00**	
			Shipping (Approximate)		**Total Supply Cost (C)**
			Total Cost, including Tax and Shipping	**$ 531.00**	**$ 530.50**
			Miscellaneous Expenditures/Contingency (D)		
			Miscellaneous Expenditures/Contingency (D)		**$153**
			Grand Total Budget (A+B+C+D)		**$5769.00**

Revised 11-24-13

Contract# EMS3410

Public Health – Seattle & King County
Emergency Medical Services Division

Project RAMPART
EXHIBIT C – INVOICE AND BUDGET SUMMARY 2014

AGENCY: DATE:

REMIT ADDRESS*: CONTACT:

PHONE:

CITY STATE ZIP
*Must match address on contract

****PLEASE COMPLETE BOTH SECTIONS****

BUDGET CATEGORIES	CONTRACT BUDGET	ITEM/ DESCRIPTION	FUNDS EXPENDED THIS REPORT	TOTAL FUNDS EXPENDED TO DATE (include current report)	TOTAL FUNDS REMAINING
Instructor Fees					
AED Purchases					
Misc. Equipment (pads, batteries, all mounts, cabinets, etc.) Attach list					
CPR/AED Training Supplies (Includes AHA cards) Attach list					
Other (describe)					
TOTAL					

Accomplishment Report

TYPE OF ACTIVITY	GOAL	CURRENT REPORT	TOTAL TO DATE (include current report)
Number of city employees trained			
Number of AEDs purchased with RAMPART funds (King County Contract funds)			
Number of new AEDs placed in your city and registered in KC PAD Registry			
Dollar amount of fundraising efforts for Public Access Defibrillation in your community			

CERTIFICATION FOR PAYMENT:
I, the undersigned, do hereby certify that the materials have been furnished, the services rendered or the labor performed as described herein, and that the claim is a just, due and unpaid obligation against King County, and that I am authorized to authenticate and certify to said claim.

Agency Representative Signature Date

Print Name Title

FOR SEATTLE-KING COUNTY DEPARTMENT OF PUBLIC HEALTH USE ONLY

APPROVED: _____
Program Manager Date

PO			
CPA		Invoice #	
Requisition		Invoice DATE	
Receipt		Amount to be Paid	

Submit to: King County Emergency Medical Services
401 Fifth Ave. Suite 1200,
Seattle, WA 98104
ATTN: Anne Curtis

Public Health – Seattle & King County
Emergency Medical Services Division
Project RAMPART

EXHIBIT D – CPR INSTRUCTOR REPORTING FORM

Contract Period: Jan 1, 2014 – December 31, 2014

AGENCY: CALENDAR QUARTER ENDING: (March, June, Sept., Dec.)

CITY:

INSTRUCTOR'S NAME: DATE OF LAST CPR INSTRUCTOR CERTIFICATION:

PLEASE NOTE: Each CPR class must be listed separately. Please do not send in class rosters with this form; however, rosters must be kept as program records pursuant to the contract between King County and the agency.

DATE OF CLASS	BLS COURSE TAUGHT	NUMBER OF STUDENTS SUCCESSFULLY COMPLETING CLASS

9CITRE1 OP ID: CF

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/10/2014

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
Bannon, Carlson & Kessel, Inc.
2121 70th Ave W Ste B
University Place, WA 98466-7664
Daniel DeLorenzo

CONTACT NAME: Cathy Fleck
PHONE (A/C, No, Ext): 253-565-3500 FAX (A/C, No): 253-565-7209
E-MAIL ADDRESS: cfleck@bckinc.net

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Charter Oak Fire Ins Co	
INSURER B : Travelers Indemnity Co	25658
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
City of Redmond
P.O. Box 97010
Redmond, WA 98073-9810

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		ZLP 15P89041	09/01/2013	09/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 1,000,000 $ 0 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			810 9158P192	09/01/2013	09/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (PER ACCIDENT)	$ 1,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			ZUP 15P89458	09/01/2013	09/01/2014	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		ZLP 15P89041 STOP GAP LIABILITY - WA	09/01/2013	09/01/2014	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	CRIME			ZPL 15P89077	09/01/2013	09/01/2014	FIDELITY DEDUCTIBL	1,000,000 10,000

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

RE: Operations of the Named Insured in connection with: Contract EMS2757 - RAMPART project.
Endorsement CGD480 0209 attached.

CERTIFICATE HOLDER

PUBLIC1

Seattle-King County Dept of
Public Health
401 Fifth Ave #1300
Seattle, WA 98104

CANCELLATION

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUBLIC ENTITIES XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. Reasonable Force Property Damage – Exception To Expected Or Intended Injury Exclusion

B. Non-Owned Watercraft 50 Feet Long Or Less

C. Owned Watercraft Less Than 25 Feet

D. Aircraft Chartered With Pilot

E. Damage To Premises Rented To You

F. Increased Supplementary Payments

G. Who Is An Insured – Public Entities, Elected Or Appointed Officials, And Members Of Your Boards

H. Who Is An Insured – Employees And Volunteer Workers

I. Who Is An Insured – Newly Acquired Or Formed Organizations

J. Blanket Additional Insured – Owners, Managers Or Lessors Of Premises

K. Blanket Additional Insured – Lessors Of Leased Equipment

L. Blanket Additional Insured – Persons Or Organizations For Your Ongoing Operations As Required By Written Contract Or Agreement

M. Who Is An Insured – Liability For Conduct Of Unnamed Partnerships, Joint Ventures Or Limited Liability Companies

N. Good Samaritan Services Coverage – Amendment of Occurrence Definition and Each Occurrence Limit

O. Contractual Liability – Railroads

P. Knowledge And Notice Of Occurrence Or Offense

Q. Unintentional Omission

R. Blanket Waiver Of Subrogation

PROVISIONS

A. REASONABLE FORCE PROPERTY DAMAGE – EXCEPTION TO EXPECTED OR INTENDED INJURY EXCLUSION

The following replaces Exclusion **a.**, **Expected Or Intended Injury**, in Paragraph **2.**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

a. Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

B. NON-OWNED WATERCRAFT 50 FEET LONG OR LESS

1. The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY:

   (2) A watercraft you do not own that is:

   (a) Fifty feet long or less; and

   (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

   Any person or organization that, with your express or implied consent, either uses or is re-

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sponsible for the use of a watercraft that you do not own that is:

(1) Fifty feet long or less; and

(2) Not being used to carry any person or property for a charge.

C. OWNED WATERCRAFT LESS THAN 25 FEET

1. The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   This exclusion does not apply to a watercraft you own that is:

   (a) Less than 25 feet long; and

   (b) Not being used to carry any person or property for a charge.

2. The following is added to Paragraph **2.** of **SECTION II – WHO IS AN INSURED**:

   Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you own that is:

   (1) Less than 25 feet long; and

   (2) Not being used to carry any person or property for a charge.

D. AIRCRAFT CHARTERED WITH PILOT

The following is added to Exclusion **g.**, **Aircraft, Auto Or Watercraft,** in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This exclusion does not apply to an aircraft that is:

(a) Chartered with a pilot to any insured;

(b) Not owned by any insured; and

(c) Not being used to carry any person or property for a charge.

E. DAMAGE TO PREMISES RENTED TO YOU

1. The first paragraph of the exceptions in Exclusion **j.**, **Damage To Property**, in Paragraph **2.** of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is deleted.

2. The following replaces the last paragraph of Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

   Exclusions **c.**, **g.** and **h.**, and Paragraphs **(1)**, **(3)** and **(4)** of Exclusion **j.**, do not apply to "premises damage". Exclusion **f.(1)(a)** does not apply to "premises damage" caused by fire unless Exclusion **f.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability is replaced by another endorsement to this Coverage Part that has Exclusion - All Pollution Injury Or Damage or Total Pollution Exclusion in its title. A separate limit of insurance applies to "premises damage" as described in Paragraph **6.** of Section **III** – Limits Of Insurance.

3. The following replaces Paragraph **6.** of **SECTION III – LIMITS OF INSURANCE**:

   6. Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "premises damage" to any one premises.

   The Damage To Premises Rented To You Limit will be:

   a. The amount shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part; or

   b. $100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.

4. The following replaces Paragraph **a.** of the definition of "insured contract" in the **DEFINITIONS** Section:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";

5. The following is added to the **DEFINITIONS** Section:

   "Premises damage" means "property damage" to:

   a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or

   b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

6. The following replaces Paragraph **4.b.(1)(b)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

   (b) That is insurance for "premises damage"; or

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7. Paragraph **4.b.(1)(c)** of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted.

F. INCREASED SUPPLEMENTARY PAYMENTS

1. The following replaces Paragraph **1.b.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   b. Up to $2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

2. The following replaces Paragraph **1.d.** of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** of **SECTION I – COVERAGES**:

   d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $500 a day because of time off from work.

G. WHO IS AN INSURED – PUBLIC ENTITIES, ELECTED OR APPOINTED OFFICIALS, AND MEMBERS OF YOUR BOARDS

1. The following is added to Paragraph **1.** of **SECTION II – WHO IS AN INSURED**:

   If you are designated in the Declarations as a public entity, you are an insured. Your lawfully elected or appointed officials, "executive officers" or directors are also insureds, but only with respect to their duties as your elected or appointed officials, "executive officers" or directors. Members of "your boards" are also insureds, but only with respect to their duties for you or "your boards". However, none of these officials, "executive officers", directors or members are insureds for:

   a. "Bodily injury" or "personal injury":

   (1) To you or to any of your "employees" while in the course of his or her employment or performing duties related to the conduct of your business or to any of your "volunteer workers" while performing duties related to the conduct of your business;

   (2) To the spouse, child, parent, brother or sister of that "employee" or "volunteer worker" as a consequence of Paragraph **a.(1)** above;

   (3) To any fellow elected or appointed official, "executive officer" or director, or fellow member of "your boards";

   (4) To the spouse, child, parent, brother or sister of that fellow official, "executive officer", director or member as a consequence of Paragraph **a.(3)** above; or

   (5) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs **a.(1), (2), (3)** or **(4)** above.

   Unless you are in the business or occupation of providing "professional health care services", Paragraphs **a.(1), (2), (3), (4)** and **(5)** above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your elected or appointed officials, "executive officers" or directors, or any members of "your boards", other than a nurse or doctor. Any such elected or appointed officials, "executive officers" or directors providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their duties for you. Any such members of "your boards" providing or failing to provide "Good Samaritan services" during their work hours for "your boards" will be deemed to be acting within the scope of their duties for you or "your boards".

   b. "Property damage" to property:

   (1) Owned, occupied or used by;

   (2) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

   you, any of your "employees" or "volunteer workers", or that official, "executive officer", director or member.

   Any of your lawfully elected or appointed officials, "executive officers", directors or members of "your boards" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their duties for you.

2. The following replaces the first sentence of Paragraph **1.d.** of **SECTION II – WHO IS AN INSURED**:

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An organization other than a public entity, partnership, joint venture or limited liability company, you are an insured.

3. The following is added to the **DEFINITIONS** Section:

"Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.

"Your boards":

a. Means any board, commission, or other governmental unit or department that:

(1) Is under your jurisdiction; and

(2) Is funded and operated as part of your total operating budget.

b. Does not include any "joint powers authority."

"Joint powers authority" means any organization formed by two or more public entities that have agreed in a contract or agreement to jointly exercise any power common to them.

H. WHO IS AN INSURED – EMPLOYEES AND VOLUNTEER WORKERS

1. The following replaces the first sentence of Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED**:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business.

2. The following is added to Paragraph **2.a.** of **SECTION II – WHO IS AN INSURED**:

Any of your "employees" appointed at your request to serve with an outside tax exempt entity will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following is added to Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing "professional health care services", Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer nurse or doctor. Any such "employees" or "volunteer workers" providing or failing to provide "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

I. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

The following replaces Paragraph **4.** of **SECTION II – WHO IS AN INSURED**:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, of which you are the sole owner or in which you maintain the majority ownership interest, will qualify as a Named Insured if there is no other insurance which provides similar coverage to that organization. However:

a. Coverage under this provision is afforded only:

(1) Until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier, if you do not report such organization in writing to us within 180 days after you acquire or form it; or

(2) Until the end of the policy period, when that date is later than 180 days after you acquire or form such organization, if you report such organization in writing to us within 180 days after you acquire or form it, and we agree in writing that it will continue to be a Named Insured until the end of the policy period;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

J. BLANKET ADDITIONAL INSURED – OWNERS, MANAGERS OR LESSORS OF PREMISES

The following is added to **SECTION II – WHO IS AN INSURED**:

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Any person or organization that is a premises owner, manager or lessor is an insured, but only with respect to liability arising out of the ownership, maintenance or use of that part of any premises leased or loaned to you.

The insurance provided to such premises owner, manager or lessor does not apply to:

a. Any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after you cease to be a tenant in or to borrow that premises; or

b. Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.

K. BLANKET ADDITIONAL INSURED – LESSORS OF LEASED EQUIPMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is an equipment lessor is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" caused, in whole or in part, by your acts or omissions in the maintenance, operation or use by you of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" caused by an "occurrence" that takes place, or "personal injury" or "advertising injury" caused by an offense that is committed, after the equipment lease expires.

L. BLANKET ADDITIONAL INSURED – PERSONS OR ORGANIZATIONS FOR YOUR ONGOING OPERATIONS AS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that is not otherwise an insured under this Coverage Part and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", "personal injury" or "advertising injury" that:

a. Is "bodily injury" or "property damage" caused by an "occurrence" that takes place, or is "personal injury" or "advertising injury" caused by an offense that is committed, after you have signed and executed that contract or agreement; and

b. Is caused, in whole or in part, by your acts or omissions in the performance of your ongoing operations to which that contract or agreement applies or the acts or omissions of any person or organization performing such operations on your behalf.

The limits of insurance provided to such insured will be the limits which you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.

M. WHO IS AN INSURED – LIABILITY FOR CONDUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPANIES

The following replaces the last paragraph of **SECTION II – WHO IS AN INSURED**:

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section **II** – Who Is An Insured.

N. GOOD SAMARITAN SERVICES COVERAGE – AMENDMENT OF OCCURRENCE DEFINITION AND EACH OCCURRENCE LIMIT

1. The following is added to the definition of "occurrence" in the **DEFINITIONS** Section:

Unless you are in the business or occupation of providing "professional health care services", "occurrence" also means an act or omission committed in providing or failing to provide "Good Samaritan services" to a person by:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards";

c. Any of your "employees" or "volunteer workers"; or

d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage **A** –Bodily Injury And Property Damage Liability applies;

other than a nurse or doctor.

2. The following is added to Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

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For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed by:

a. Any of your elected or appointed officials, "executive officers" or directors;

b. Any member of "your boards";

c. Any of your "employees" or "volunteer workers"; or

d. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of watercraft to which Coverage **A** –Bodily Injury And Property Damage Liability applies;

in providing or failing to provide "Good Samaritan services" to any one person will be deemed to be one "occurrence".

O. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

P. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2.**, **Duties In The Event of Occurrence, Offense, Claim or Suit**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

e. The following provisions apply to Paragraph **a.** above, but only for the purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph **1.** or **2.** of Section **II** – Who Is An Insured:

(1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your lawfully elected or appointed officials, "executive officers" or directors (if you are a public entity), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your trustees who is an individual (if you are a trust), any of your "executive officers" or directors (if you are an organization other than a public entity, partnership, joint venture, limited liability company or trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.

(2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:

(a) Any individual who is:

(i) A lawfully elected or appointed official, "executive officer" or director of any public entity;

(ii) A partner or member of any partnership or joint venture;

(iii) A manager of any limited liability company;

(iv) A trustee of any trust; or

(v) An executive officer or director of any other organization;

that is your partner, joint venture member, manager or trustee; or

(b) Any "employee" authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.

(3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraphs **e. (1)** or **(2)** above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.

However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph **e.** does not affect that requirement.

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Q. UNINTENTIONAL OMISSION

The following is added to Paragraph **6.**, **Representations**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

R. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

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