

CONTRACT # EMS3292
AMENDMENT # 1

CONTRACT AMENDMENT / CHANGE ORDER

PROJECT NAME: Fire Department Small Grant Program

PHSKC PROGRAM MONITOR: Alan Abe

CONTRACTOR: City of Redmond Fire Department
8450 161st Ave NE
Redmond WA, 98052

ORIGINAL CONTRACT START DATE: 1/1/14

AMENDMENT EFFECTIVE DATE: 1/1/2015

This amendment effects the following changes:

CHANGES TO CONTRACT BOILERPLATE

- 1. Extend the end date to 12/24/2015
- 2. Increase the contract amount by \$5,000 to \$10,000

CHANGES TO CONTRACT EXHIBITS

- 1. Add Exhibit A, 2015 Scope of Work
- 2. Add Exhibit B, 2015 Budget
- 3. Add Exhibit C, 2015 Invoice

All other terms and conditions of the referenced contract shall remain unchanged.

IN WITNESS HEREOF, the parties hereto have caused this amendment to be executed and instituted on the date first written.

KING COUNTY

CONTRACTOR

[Signature] FOR
King County Executive

[Signature]
Signature

2/26/15
Date

Jonha Marchione, Mayor
Name (please type or print)

2/3/15
Date

**King County Emergency Medical Services Division
2015 Exhibit A- 2015 Program Plan/Scope of Work
City of Redmond, Redmond Fire Department**

1. Identification Information

- A. Fire Department: City of Redmond, Redmond Fire Department
- B. Fire Department Administrator: Chief Tommy Smith
- C. Agency Contract Monitor Name: Debbie Newman
Address: 8450 161st Ave NE **Remit Address: Debbie Newman**
Redmond, WA, 98052-3848 Redmond Fire Dept
Phone: 425-556-2259 8450 161st Ave NE
Fax: 425-556-2227 Redmond, WA, 98052-3848
E-mail: danewman@redmond.gov

2. Goals: This funding is intended as reimbursement to the Agency for the following:

- A. Stay Active and Independent for Life (SAIL) Instructors for at least four 8–week SAIL courses that meet twice a week maintaining an average of 15 students per session.
- B. Advertisement of the SAIL classes and fall prevention resources in relevant publications offered by City of Redmond, Redmond Senior Center, Redmond Reporter and Redmond Patch.
- C. Provide outreach packets to students, including promotional items like water bottles, stretch bands, ankle weights etc. to encourage participation in SAIL classes.

3. The Agency shall:

- A. Partner with the Redmond Senior Center and Redmond Police Department to coordinate the “Stay Active & Independent for Life” (SAIL) classes.
- B. Recruit and engage students to maintain an average of at least 15 students attending class regularly.
- C. Advertise the classes and fall-prevention resources in relevant publications such as those offered by the City of Redmond and Redmond Senior Center. Provide outreach packets to students, including items like hand weights and stretch-bands, to encourage participation in the SAIL program and spread enthusiasm by word of mouth.
- D. Educate Redmond Fire/EMS personnel about the King County One Step Ahead Fall Prevention Program and other resources for seniors.
- E. Perform periodic fitness tests, collect feedback forms from students and track attendance for the SAIL classes.
- F. Provide a program manager to maintain liaison with the Agency regarding all contract activities

4. Public Health Seattle-King County Department, Emergency Medical Services, shall reimburse to the Agency

- A. The costs associated with the SAIL program –instructor’s salaries, staff, marketing materials/fitness equipment.

5. Program Reporting: the Agency shall comply with the following reporting requirements during the contract period:

- A. Frequency of project reports and invoices must be submitted on quarterly basis and at the conclusion of project. These reports and invoices must include:
 - a. Accomplishments compared to project goals and activities. Also the number of participant assessments in the fall prevention program and a post evaluation of each participant.
 - b. Were activities accomplished as scheduled?
 - c. Project expenses/invoices- due dates April 15, July 15, Oct 14, Dec 18, 2015 for reimbursements-each quarter must also complete an accomplishment report in relation to your goals. Final year-end report due Dec. 24, 2015.
 - d. Invoices along with Exhibit “C” invoice with original signature must be mailed to Alan Abe, King County EMS, 401 Fifth Ave., Suite 1200, Seattle, WA 98104.

Public Health – Seattle & King County – EMS Division

Exhibit B – 2015 BUDGET

City of Redmond, Redmond Fire Department
Injury Prevention Fire Department Small Grants Program

January 1, 2015 – December 24, 2015

Item	Expense	Specifics/Rationale
The direct costs of performing the deliverables in the scope for the S.A.I.L. program –allowable costs include instructors compensation, staff, booklets, advertising & promotional materials and exercise equipment	\$5,000	Compensation for SAIL staff, exercise equipment, marketing materials, advertising, printing and promotional materials
Total Budget	\$5,000	

Revised 10/27/2014

KCAP Information: **PURCHASE ORDER #:** _____
 Supplier Name: _____ Site # _____ CPA: _____
 Invoice date: _____ Amt to be paid: _____ Req: _____
 Note to AP: _____ Receipt: _____
 Print on remittance: _____
 PH/Prog Name/Number: _____

Public Health – Seattle & King County
 Emergency Medical Services Division

Fire Department Small Grant Program
EXHIBIT C – 2015 INVOICE AND BUDGET SUMMARY

AGENCY: City of Redmond, Redmond Fire Department DATE: _____

REMIT ADDRESS: 8450 – 161st Ave NE CONTACT: Debbie Newman

Redmond, WA 98052 PHONE: 425-556-2259

CITY STATE ZIP

****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
The direct costs of performing the deliverables in the scope for the S.A.I.L. program –allowable costs include instructors compensation, staff, booklets, advertising & promotional materials and equipment	\$5,000				
TOTAL	\$5,000				

Accomplishment Report

TYPE OF ACTIVITY	GOAL	CURRENT REPORT	TOTAL TO DATE (include current report)
Four 8 week classes of S.A.I.L.(32 weeks)	15 per class		

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

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



CERTIFICATE OF LIABILITY INSURANCE

9CITRE1

OP ID: CF

DATE (MM/DD/YYYY)

01/26/2015

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: Daniel DeLorenzo PHONE (A/C, No., Ext): 253-565-3500 FAX (A/C, No): 253-565-7209 E-MAIL ADDRESS:	
INSURED City of Redmond Attn: Irene Mock PO Box 97010 Redmond, WA 98073-9810		INSURER(S) AFFORDING COVERAGE INSURER A : Charter Oak Fire Ins Co INSURER B : Travelers Indemnity Co INSURER C : INSURER D : INSURER E : INSURER F :	
		NAIC # 25658	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	ZLP-15P89041	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		810 9158P192	09/01/2014	09/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		ZUP 15P89458	09/01/2014	09/01/2015	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ZLP 15P89041 STOP GAP LIABILITY-WA	09/01/2014	09/01/2015	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Crime		ZPL 15P89077	09/01/2014	09/01/2015	Fidelity 1,000,000 Deductibl 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached 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-

COMMERCIAL GENERAL LIABILITY

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

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:

COMMERCIAL GENERAL LIABILITY

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:

COMMERCIAL GENERAL LIABILITY

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**:

COMMERCIAL GENERAL LIABILITY

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" author-

ized 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.

COMMERCIAL GENERAL LIABILITY

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.