### CONTRACT AMENDMENT / CHANGE ORDER

CONTRACT # EMS1974 AMENDMENT # 3

PROJECT NAME:

Advance Life Support Services

PHSKC PROGRAM MONITOR:

Felisa Azpitarte

CONTRACTOR:

City of Redmond Fire Department

8450 161<sup>st</sup> Ave NE Redmond, WA 98052

ORIGINAL CONTRACT START DATE:

1/1/11

AMENDMENT EFFECTIVE DATE:

8/1/2012

This amendment effects the following changes:

#### CHANGES TO CONTRACT BOILERPLATE

Increase the contract amount by \$6,345,429.00 to \$18,351,485.00.

Amend Page 1 Funding block to read as follows:

FUNDING SOURCE	FUNDING LEVELS	EFFECTIVE DATES
Real Property Taxes-Current	\$5,990,855.00	1/1/2011 to 12/31/2011
	\$6,015,201.00	1/1/2012 to 12/31/2012
	\$6,345,429.00	1/1/2013 to 12/31/2013
	\$18,351,485.00	Total 1/1/2009 to 12/31/2013

### CHANGES TO CONTRACT EXHIBITS

AMEND Exhibit B, Budget, by adding the 2013 Budget as attached hereto.

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

King County Executive

V

Date

Signature

Name (please type or print)

CHEISTARD

2/1/13

Date

FER 0 8 7013

### **EXHIBIT B**

### EMERGENCY MEDICAL SERVICES FUND 2013 - ADVANCED LIFE SUPPORT SERVICES BUDGET

Agency Name: City of Redmond	
	BP Tool
OPERATIONAL FUNDS	Budget
OF EIVA HONAL FUNDS	•
Salaries & Benefits:	
Paramedic Salaries	\$ 2,972,118
. Field MSO Salaries	\$ 352,814
EMT/FF Salaries*	\$ -
Overtime	_\$280,000
Admin MSO/MSA & Support staff	\$ 224,675
Medical Direction (salary or contract)	\$ 53,045
Maintenance (Vehicle/Facility)	\$ 19,617
Support Services	\$ 16,140
Subtotal Salaries:	\$1,409
Employee Benefits	\$ 1,213,164
Subtotal Employee Salaries & Benefits:	\$ 5,131,573
Other Costs:	
Medical Supplies & Equipment	\$ 159,581
Office & Computer Supplies & Equipment	\$ 19,997
Uniforms, Fire & Safety Supplies	\$ 19,739
Dispatch	\$ 151,590
Communications	\$ 23,917
Vehicle Maintenance	\$ 56,009
Diesel/Fuel	\$ 32,000
Facility Costs	\$ -
Training	· \$ · 133,755
Misc.	\$ 63,037
Subtotal Other Costs:	\$ 659,625
Indirect/Overhead Costs:	
Information Technology/Computers	\$ 50,284
Risk/Insurance	\$ -
Payroll/Personnel/Human Resources	\$ <u>-</u>
Finance/Accounting/Contracts	s -
Other Overhead	
Subtotal Indirect/Overheard Costs:	\$ 214,729 \$ 265,013
SUBTOTAL OPERATIONAL ALLOCATION:	\$ 6,056,211
Use of Operational Reserves & ALS Provider Balances:	
SUBTOTAL OPERATIONAL RESERVES:	\$ -
TOTAL OPERATIONAL:	\$ 26,056,211
EQUIPMENT ALLOCATION	
	\$ 289,218
TOTAL EQUIPMENT ALLOCATION:	\$ 289,218
TOTAL 2013 ALS:	\$ 6,345,429

<sup>\*</sup>limited to time spent as 2nd person in medic vehicle for transport to Hospital



## CERTIFICATE OF LIABILITY INSURANCE

9CITRE1

OP ID: TZ

DATE (MM/DD/YYYY) 09/05/12

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		253-565-3500 253-565-7209	<u> </u>	FAX (A/C, No): 253-565-7209		
Daniel Del			INSURER(S) AFFORDING COVERAGE INSURER A : Travelers Property Casualty Co	NAIC #		
INSURED	City of Redmond P.O. Box 97010 Redmond, WA 98073-9810		INSURER B: Travelers Indemnity Co INSURER C: INSURER D: INSURER E:			
COVERA	GES CERTIFI	CATE NUMBER:	REVISION NUMBE			

<del></del> ,	OZITI IOMIZIONI ZITI	METICION NOME EN
THIS IS TO CERTIFY	THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE	BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD
INDICATED, NOTWI	THSTANDING ANY REQUIREMENT, TERM OR CONDITION OF	F ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS
CERTIFICATE MAY E	BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED	) BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,
EXCLUSIONS AND CO	ONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BE	FEN REDUCED BY PAID CLAIMS

1	1	TADDL			POLICY EFF				<del> </del>
INSR LTR	TYPE OF INSURANCE	INSR	WVD	POLICY NUMBER	(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S	
	GENERAL LIABILITY	İ					EACH OCCURRENCE	\$	1,000,000
Α	X COMMERCIAL GENERAL LIABILITY	[ X [		11P97623	09/01/12	09/01/13	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	\$	0
							PERSONAL & ADV INJURY	\$	1,000,000
							GENERAL AGGREGATE	\$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
	POLICY PRO- LOC						Emp Ben.	\$	1,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	1,000,000
В	X ANY AUTO			810-9158P192	09/01/12	09/01/13	BODILY INJURY (Per person)	\$	
	ALL OWNED SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
								\$	
	X UMBRELLA LIAB X OCCUR	1					EACH OCCURRENCE	\$	20,000,000
В	EXCESS LIAB CLAIMS-MADE			11P97635	09/01/12	09/01/13	AGGREGATE	\$	20,000,000
	DED X RETENTION \$ 10,000				_			\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	RS COMPENSATION					X WC STATU- OTH- TORY LIMITS ER		
Α	AND EMPLOYERS LIABILITY  ANY PROPRIETOR/PARTNER/EXECUTIVE  OFFICER/MEMBER EXCLUDED?	'N	11P97623 - WA STOP GAP	09/01/12	09/01/13	E.L. EACH ACCIDENT	\$	1,000,000	
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	s	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<u>                                     </u>					E.L. DISEASE - POLICY LIMIT	\$	1,000,000
В	CRIME			105829598	09/01/12	09/01/13	FIDELITY		1,000,000
							DEDUCTIBL		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 EMS822 -

Basic Life Support Services. Endorsement CGD480 0209 attached.

CERTIFICATE HULDER	CANCELLATION
King County Public Health 401 5th Ave #1300 Seattle, WA 98104	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
	DAN We Forenso

0444051147104

#### 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
- Who Is An Insured Newly Acquired Or Formed Organizations
- J. Blanket Additional Insured Owners, Managers Or Lessors Of Premises

#### **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.

- 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

## B. NON-OWNED WATERCRAFT 50 FEET LONG OR LESS

- The following replaces Paragraph (2) of Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION 1 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.
- 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

 The following is added to Exclusion g., Aircraft, Auto Or Watercraft, in Paragraph 2. of SECTION! – 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

- 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.
- The following replaces the last paragraph of Paragraph 2., Exclusions, of SECTION I – COVERAGES – COVERAGE A BODILY IN-JURY AND PROPERTY DAMAGE LIABIL-ITY:

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:
  - 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
- \$100,000 if no amount is shown for the Damage To Premises Rented To You Limit on the Declarations of this Coverage Part.
- The following replaces Paragraph a. of the definition of "insured contract" in the DEFINI-TIONS Section:
  - 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:

- 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.
- The following replaces Paragraph 4.b.(1)(b) of SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS:
  - (b) That is insurance for "premises damage"; or

 Paragraph 4.b.(1)(c) of SECTION IV – COMMERCIAL GENERAL LIABILITY CON-DITIONS is deleted.

#### F. INCREASED SUPPLEMENTARY PAYMENTS

- The following replaces Paragraph 1.b. of SUPPLEMENTARY PAYMENTS - COVER-AGES A AND B of SECTION I - COVER-AGES:
  - 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
- The following replaces Paragraph 1.d. of SUPPLEMENTARY PAYMENTS – COVER-AGES A AND B of SECTION I – COVER-AGES:
  - 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
  - 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.

 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.

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":

- 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

- 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

 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 180<sup>th</sup> 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:

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
- 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 CON-DUCT OF UNNAMED PARTNERSHIPS, JOINT VENTURES OR LIMITED LIABILITY COMPA-NIES

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
  - 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";
- 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";
- 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

- The following replaces Paragraph c, of the definition of "insured contract" in the DEFINI-TIONS Section:
  - c. Any easement or license agreement;
- Paragraph f.(1) of the definition of "insured contract" in the DEFINITIONS Section is deleted.
- P. KNOWLEDGE AND NOTICE OF OCCUR-RENCE 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.

#### 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 LI-ABILITY 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.