



SAN DIEGO COUNTY FIRE PROTECTION DISTRICT GROUND AMBULANCE SERVICE AREA

REQUEST FOR STANDBY AMBULANCE FOR SPECIAL EVENT

1	ENTITY NAME			
2	ENTITY TYPE (public, private, 501c3, etc)			
3	EVENT NAME			
4	EVENT LOCATION			
5	SERVICE/EVENT DESCRIPTION			
6	EVENT START DATE		EVENT END DATE	
7	EVENT START TIME		EVENT END TIME	
8	ADMIN REPRESENTATIVE			
9	ADMIN REPRESENTATIVE TITLE			
10	ADMIN REPRESENTATIVE ADDRESS			
11	ADMIN REPRESENTATIVE NUMBER			
12	ADMIN REPRESENTATIVE EMAIL			
13	FY 25/26 HOURLY RATE	\$235/hour, minimum of 6 hours		

Invoicing	SDCFPD reserves the right to require a deposit of the minimum charge of 6 hours for a total of \$1,410, upon approval of the agreement. Failure to pay the deposit will result in the cancellation of this agreement. If required charges exceed the deposit, Requestor shall pay the additional cost, as invoiced by SDCFPD within 30 days of the event end date. Requestor shall make payment, no later than 30 days upon invoice receipt. Payment shall be made to: <i>"San Diego County Fire Protection District"</i> .
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By signing this form, the Entity referenced above agrees to the Terms & Conditions as outlined on pages 2-3.

Please submit at least 30 days prior to your special event.

NAME OF PERSON COMPLETING FORM	
SIGNATURE	
DATE	

COMPLETING THIS FORM IS NOT A GUARANTEE THAT AN AMBULANCE WILL BE AVAILABLE FOR YOUR EVENT. WE WILL CONTACT YOU AS SOON AS POSSIBLE IF WE ARE ABLE TO ACCOMMODATE YOUR EVENT REQUEST, OR NOT

The San Diego County Fire Protection District Ground Ambulance Service Area is a County government entity. Our ambulance services provided are on a fee for service basis. Our County Board of Supervisor approved fees are located in the San Diego County Administrative Code, Article XX, Section 369 at the link below.

https://codelibrary.amlegal.com/codes/san_diego/latest/sandiego_admin/0-0-0-38759

SAN DIEGO COUNTY FIRE PROTECTION DISTRICT GROUND AMBULANCE SERVICE AREA

TERMS & CONDITIONS

1. **Indemnity:** SDCFPD shall not be liable for, and Entity shall defend and indemnify SDCFPD and the employees and agents of SDCFPD (collectively "SDCFPD Parties"), against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as "Claims"), related to this Agreement or the work covered by this Agreement and arising either directly or indirectly from any act, error, omission or negligence of Entity or its contractors, licensees, agents, servants or employees, including, without limitation, Claims caused by the sole passive negligent act or the concurrent negligent act, error or omission, whether active or passive, of SDCFPD Parties. Entity shall have no obligation, however, to defend or indemnify SDCFPD Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of SDCFPD Parties.

2. **Insurance Requirements for Entity**

Without limiting Entity indemnification obligations to SDCFPD, Entity shall provide at its sole expense and maintain for the duration of this contract, or as may be further required herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of the work by the Entity, his agents, representatives, employees or subcontractors.

1. **Minimum Scope and Limit of Insurance**

Coverage shall be at least as broad as:

- A. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit (\$4,000,000).
- B. Automobile Liability covering all owned, non-owned, hired auto Insurance Services Office form CA0001, with limit no less than \$1,000,000 each accident for bodily injury and property damage.
- C. Workers' Compensation, as required by State of California and Employer's Liability Insurance, with limits no less than \$1,000,000 each accident for bodily injury or disease. Coverage shall include waiver of subrogation endorsement in favor of County of San Diego.

If the Entity maintains broader coverage and/or higher limits than the minimums shown above, the SDCFPD requires and shall be entitled to the broader coverage and/or higher limits maintained by the Entity. Any available insurance proceeds in excess of the specified minimum limits and coverage stated above, shall also be available to the County of San Diego.

2. **Self-Insured Retentions**

Self-insured retentions must be declared to and approved County Risk Management. SDCFPD may require the Entity to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SDCFPD. Any and all deductibles and SIRs shall be the sole responsibility of Entity or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. SDCFPD may deduct from any amounts otherwise due Entity to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. SDCFPD reserves the right to obtain a copy of any policies and endorsements for verification.

3. **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

A. **Additional Insured Endorsement**

The County of San Diego, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the SDCFPD, individually and collectively are to be covered as additional insureds on the General Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Entity including materials, parts, or equipment furnished in connection with such work or operations. General Liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO form CG 2010 11 85 or both CG 2010, CG 2026, CG 2033, or CG 2038; and CG 2037 forms if later revisions used).

B. **Primary Insurance Endorsement**

For any claims related to this Contract, Entity insurance coverage, including any excess liability policies, shall be primary and non-contributory at least as broad as ISO CG 20 01 04 13 as respects the SDCFPD, the members of the Board of Supervisors of the County and the officers, agents, employees and volunteers of the County, individually and collectively. Any insurance or self-insurance maintained by the SDCFPD, its officers, employees, or volunteers shall be excess of the Entity insurance and shall not contribute with it.

C. **Notice of Cancellation**

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the SDCFPD.

General Provisions

4. **Qualifying Insurers**

All required policies of insurance shall be issued by companies which have been approved to do business in the State of California by the State Department of Insurance, and which hold a current policy holder's alphabetic and financial size category rating of not less than A, VII according to the current Best's Key Rating guide, or a company of equal financial stability that is approved in writing by County Risk Management.

5. **Umbrella or Excess Policy**

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GROUND AMBULANCE SERVICE AREA

Entity may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Entity primary and excess liability policies are exhausted.

6. Evidence of Insurance

Prior to commencement of this Contract, but in no event later than the effective date of the Contract, Entity shall furnish the SDCFPD with a copy of the policy declaration and endorsement pages along with the certificates of insurance and amendatory endorsements effecting coverage required by this clause. Policy declaration and endorsement pages shall be included with renewal certificates and amendatory endorsements submissions and shall be furnished to SDCFPD within thirty days of the expiration of the term of any required policy. Entity shall permit SDCFPD at all reasonable times to inspect any required policies of insurance. The Contract/Project Number should be noted in the "Description of Operations" box located near the bottom of the form. Additionally, the "Certificate Holder" box should designate the address of the responsible department or department representative to ensure the documents are received by the appropriate party.

7. Failure to Obtain or Maintain Insurance; SDCFPD's Remedies

Entity failure to provide insurance specified or failure to furnish certificates of insurance and amendatory endorsements or failure to make premium payments required by such insurance shall constitute a material breach of the Contract, and SDCFPD may, at its option, terminate the Contract for any such default by Entity.

8. No Limitation of Obligations

The foregoing insurance requirements as to the types and limits of insurance coverage to be maintained by Entity, and any approval of said insurance by the SDCFPD are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by Entity pursuant to the Contract, including, but not limited to, the provisions concerning indemnification.

9. Review of Coverage

SDCFPD retains the right at any time to review the coverage, form and amount of insurance required herein and may require Entity to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.

10. Self-Insurance

Entity may, with the prior written consent of County Risk Management, fulfill some or all of the insurance requirements contained in this Contract under a plan of self-insurance. Entity shall only be permitted to utilize such self-insurance if in the opinion of County Risk Management, Entity (i) net worth, and (ii) reserves for payment of claims of liability against Entity, are sufficient to adequately compensate for the lack of other insurance coverage required by this Contract. Entity utilization of self-insurance shall not in any way limit liabilities assumed by Entity under the Contract.

11. Subcontractors' Insurance

Entity shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Entity shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. If any subcontractor's coverage does not comply with the foregoing provisions, Entity shall defend and indemnify the SDCFPD from any damage, loss, cost, or expense, including attorneys' fees, incurred by SDCFPD as a result of subcontractor's failure to maintain required coverage.

12. Waiver of Subrogation

Entity hereby grants to SDCFPD a waiver of their rights of subrogation which any insurer of Entity may acquire against SDCFPD by virtue of the payment of any loss. Entity agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SDCFPD has received a waiver of subrogation endorsement from the insurer.

3. **Conformance with Rules and Regulations:** All parties shall be in conformity with all applicable federal, State, County, and local laws, rules, and regulations, current and hereinafter enacted, including facility and professional licensing and/or certification laws and keep in effect any and all licenses, permits, notices, and certificates as are required. All parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, and to fire safety, health, and sanitation.
4. **Governing Law:** This agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California.
5. **Changes to Request:** Entity shall reach out to Fire@sdcounty.ca.gov to request any changes to their event at least 48 hours in advance. County has the authority to approve or deny, any changes to the request.