

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF COSTA MESA
AND COASTLINE REGIONAL OCCUPATIONAL PROGRAM
FOR COMMUNITY CLASSROOM PROGRAM**

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into this 1st day of July, 2017 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and COASTLINE REGIONAL OCCUPATIONAL PROGRAM, a state-funded public education program ("Coastline").

RECITALS

A. City is a municipal corporation duly organized and validly existing under the Constitution and the laws of the State of California.

B. Coastline is a state-funded public education program that provides career and technical education.

C. Coastline desires to place students at City facilities in connection with its Engineering and Manufacturing Internship ("Internship"), which is part of its Community Classroom Program ("Program"). A description of the Internship is attached hereto as Exhibit "A" and incorporated herein by this reference.

D. City and Coastline desire to set forth the responsibilities of each party regarding such placement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions set forth herein, City and Coastline agree as follows:

1. TERM

The term of this MOU shall commence on the Effective Date and shall terminate on August 2, 2017, unless terminated sooner as set forth herein.

2. DUTIES OF CITY

2.1 City will permit two (2) Coastline high school students to be placed in City's Engineering Division as part of the Internship, subject to the terms and conditions of this MOU.

2.2 City will ensure that staff members working with Internship students have passed a Live Scan background check prior to the Internship commencing.

2.3 If City will transport Internship students to work sites, City will transport the students together in a properly insured City vehicle.

2.4 City will not compensate Coastline or any Internship participants.

3. DUTIES OF COASTLINE

3.1 Coastline will abide by the Internship Procedures and Community Classroom Guidelines, attached hereto as Exhibit "B" and incorporated herein by this reference ("Use Procedure").

3.2 Coastline will provide workers' compensation and liability insurance coverage to students participating in the Internship during scheduled hours when Internship participants are authorized by both parties to use City facilities, pursuant to the terms and conditions of this MOU.

3.3 Coastline will cooperate with the City's requests relating to use of City facilities in connection with this MOU.

3.4 Coastline will not compensate City or any Internship participants.

4. ADMINISTRATION

Each party will designate a Project Administrator, who will have the authority to act for that party and represent it in all matters pertaining to this MOU. City's Human Resources Manager or his designee will be the City's Program Administrator for purposes of this MOU. Coastline's Educational Services Administrator will be Coastline's Program Administrator.

5. SCHEDULE

From July 10, 2017 through August 2, 2017, the Internship students will be placed in the City's Engineering Division according to the following schedule:

Mondays through Wednesdays, from 9:00 a.m. to 2:00 p.m.

The schedule may be amended by mutual written agreement of City and Coastline.

6. COMPLIANCE WITH ALL LAWS

Both parties shall, at each party's own cost and expense, comply with all applicable federal, state, and local laws regulations and requirements in the performance of this MOU.

7. INSURANCE

- (a) Minimum Scope and Limits of Insurance. Coastline shall obtain, maintain, and keep in full force and effect during the life of this MOU all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by City:
- (i) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this MOU or shall be twice the required occurrence limit.
 - (ii) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
 - (iii) Workers' compensation insurance as required by the State of California. Coastline agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees,

and volunteers arising from work performed by Coastline for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

- (b) Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:
- (i) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Coastline pursuant to its contract with the City; products and completed operations of the Coastline; premises owned, occupied or used by the Coastline; automobiles owned, leased, hired, or borrowed by the Coastline."
 - (ii) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
 - (iii) Other insurance: "Coastline's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
 - (iv) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
 - (v) Coastline's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (c) Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.
- (d) Certificates of Insurance. Coastline shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this MOU. The certificates of insurance shall be attached hereto as Exhibit "C" and incorporated herein by this reference.
- (e) Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this MOU, or the extent to which Coastline may be held responsible for payments of damages to persons or property.

8. INDEMNIFICATION

Coastline shall defend, indemnify, and hold free and harmless City, its elected officials, officers, employees, agents, and volunteers, at Coastline's sole expense, from and against any and all claims, actions, losses, damages and/or liability arising out of or connected to its performance under this MOU or from any cause whatsoever which may arise because of the acts or omissions of Coastline, its

trustees, instructors, employees, students and/or agents in connection with its administration of Internship or Program at the City. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Coastline, its trustees, instructors, employees, students and/or agents, but shall be required whenever any claim, action, complaint, or suit asserts liability against the City, its elected officials, officers, employees, and/or agents based upon Coastline's performance under this MOU or its administration of Internship or Program at the City, whether or not Coastline, its trustees, instructors, employees, students and/or agents are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Coastline shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. Coastline's indemnification obligations set forth herein shall survive the termination of this MOU.

City shall defend, indemnify, and hold free and harmless Coastline, its trustees, instructors, employees, students and/or agents, at City's sole expense, from and against any and all claims, actions, losses, damages and/or liability arising out of or connected to its performance under this MOU or from any cause whatsoever which may arise because of the acts or omissions of City, its elected officials, officers, employees, agents, and volunteers in connection with its obligations under this MOU. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the City, its elected officials, officers, employees, agents, and volunteers, but shall be required whenever any claim, action, complaint, or suit asserts liability against Coastline, its trustees, instructors, employees, students and/or agents based upon City's performance under this MOU, whether or not City, its elected officials, officers, employees, agents, and volunteers are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, City shall not be liable for the defense or indemnification of Coastline for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of Coastline. City's indemnification obligations set forth herein shall survive the termination of this MOU.

9. INDEPENDENT CONTRACTOR

Coastline is and shall at all times be acting as an independent contractor and not as an employee of City. Coastline and its employees, agents, instructors and students shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Coastline or any of Coastline's employees, except as set forth in this MOU. Coastline shall not, at any time, or in any manner, represent that it or any of its agents, employees or students are in any manner agents or employees of City. Coastline shall secure, at its sole expense, and be responsible for any and all payment of all applicable Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Coastline and its officers, agents, and employees in connection with the performance of this MOU. Coastline shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this MOU.

City is and shall at all times be acting as an independent contractor and not as an employee of Coastline. City and its employees, agents, and volunteers shall have no power to incur any debt, obligation, or liability on behalf of Coastline or otherwise act on behalf of Coastline as an agent. Neither Coastline nor any of its agents shall have control over the conduct of City or any of City's employees, except as set forth in this MOU. City shall not, at any time, or in any manner, represent that it or any of its agents, employees or volunteers are in any manner agents or employees of Coastline. City shall secure, at its sole expense, and be responsible for any and all payment of all applicable Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for City and its officers, agents, and employees in connection with the performance of this MOU. City shall indemnify and hold Coastline harmless from any and all taxes, assessments, penalties, and interest asserted against Coastline by reason of the independent contractor relationship

created by this MOU.

10. NOTICES

Any notices, documents, correspondence or other communications concerning this MOU may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Miranda Garcia, Human Resources

IF TO COASTLINE:

Coastline Regional Occupational Program
1001 Presidio Square
Costa Mesa, CA 92626
Attn: Lisa Snowden, Educational Services Administrator

11. TERMINATION

Either party may terminate this MOU without cause at any time, by giving the other party written notice. The termination will be deemed effective upon receipt of the notice of termination.

12. GENERAL PROVISIONS

12.1 Non-Discrimination. In performing this MOU, both parties shall not engage in, nor permit their agents to engage in, discrimination against any employee or student on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

12.2 Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this MOU shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

12.3 Assignment. Neither party shall voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of that party's interest in this MOU without the other party's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void.

12.4 Governing Law. This MOU shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this MOU, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

12.5 Order of Precedence. In the event of an inconsistency in this MOU and any of the attached exhibits, the terms set forth in this MOU shall prevail. If, and to the extent this MOU incorporates by reference any provision of any document, such provision shall be deemed a part of this MOU. Nevertheless, if there is any conflict among the terms and conditions of this MOU and those of any such provision or provisions so incorporated by reference, this MOU shall govern over the document referenced.

12.6 Headings. Paragraph and subparagraph headings contained in this MOU are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this MOU.

12.7 Construction. The parties have participated jointly in the negotiation and drafting of this MOU. In the event an ambiguity or question of intent or interpretation arises with respect to this MOU, this MOU shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this MOU.

12.8 Entire Agreement. This MOU constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This MOU may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this MOU shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this MOU.

12.9 Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this MOU.

12.10 Severability. If any provision of this MOU is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance.

12.11 Counterparts. This MOU may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

12.12 Corporate Authority. The persons executing this MOU on behalf of the parties hereto warrant that they are duly authorized to execute this MOU on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this MOU.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

COASTLINE



Carol Hume
Superintendent

Date: 7/5/17



Lisa Snowden
Educational Services Administrator

Date: 6/30/17

CITY OF COSTA MESA



Lance Nakamoto
Human Resources Manager

Date: 7/6/17


ATTEST:



Brenda Green
City Clerk



APPROVED AS TO FORM:



Thomas Duarte
City Attorney

Date: 07/11/17

EXHIBIT A

ENGINEERING AND MANUFACTURING INTERNSHIP PROGRAM DESCRIPTION

Students will apply engineering and manufacturing concepts and skills in a hands-on project and team setting. Emphasis will be placed on developing the skills needed to successfully transition from secondary education to the workplace such as collaboration, critical thinking, communication and creativity. Students will have the opportunity to earn the industry-recognized OSHA 10-Hour General Industry credential. After initial classroom instruction, students will intern in a local engineering or manufacturing business or entity.

EXHIBIT B

INTERNSHIP PROCEDURES AND COMMUNITY CLASSROOM GUIDELINES

Internship Procedures

1. All career preparation instruction and internship held at City facilities shall be known as a "Community Classroom." Such instruction and internship shall be conducted pursuant to Education Code sections 51769, 46300, 52372, 52372.1 as well as each participating student's Individualized Training Plan, which includes specific performance objectives and a statement of expected time required for attainment of each objective.
2. All students of Coastline participating in the Engineering and Manufacturing Internship conducted in the Community Classroom shall be under the immediate supervision and control of an instructor of Coastline who holds a valid California Teaching Credential authorizing the subject to be taught. The term "immediate supervision" is defined below.
3. No student participating in the Engineering and Manufacturing Internship shall replace an employee of the Community Classroom management or cause the employee hours to be reduced, nor shall the student's training activities preclude the hiring of additional employees. Students participating in the Engineering and Manufacturing Internship shall not receive monetary compensation from City or Coastline during the student's participation.
4. Coastline shall provide workers' compensation insurance coverage to students participating in the Engineering and Manufacturing Internship during scheduled hours when Internship participants are authorized by both parties to use City facilities, pursuant to the terms and conditions of this MOU.

Community Classroom Guidelines

1. Definition and Purpose

A Community Classroom is a site or series of physical locations, public or private, in which career preparation training programs are conducted. A Community Classroom extends students' learning opportunities by utilizing sites and facilities other than those of public schools.

2. Immediate Supervision/Certificated Instruction

For purposes of Community Classroom training described in Education Code section 52372.1, "immediate supervision" means pupil participation in an unpaid internship experience. The supervisor of the training site and certificated Coastline personnel share the responsibility for the supervision of the internship experience, which is outlined in the Internship Competencies and each student's Individualized Training Plan. Prior to commencement of the Internship, Coastline will provide to City's supervisor of the training site a copy of the Internship Competencies.

3. Roles for Others

There may be persons designated within the Community Classroom location who will help provide the participating students with tools, instructional materials, procedures, safety equipment, and

training experiences. Such persons cannot assume the certificated instructor's responsibilities for directing and monitoring the learning process of each student.

4. Individual Training Plan

Each student must have a written Individualized Training Plan describing specific skills the student will be expected to learn.

5. Student/Instructor Interaction

The Coastline instructor shall visit the Community Classroom at least once every ten (10) hours to observe training activities. The instructor shall record dates, times, and observations in each student's Individualized Training Plan. Students shall be rotated to learn other competencies as proficiency is obtained.

6. Employment vs. Training

A student who is hired by a company designated as a Community Classroom shall not continue to train at that site in the same training area where he/she is employed.

7. No Employment Guarantee

Students cannot be guaranteed a job at the conclusion of the training period.

EXHIBIT C
CERTIFICATES OF INSURANCE

Keenan

Associates

901 Calle Amanecer,
Suite 200
San Clemente, CA 92673

949 940-1760
949 369-0324 fax
www.keenan.com
License No. 0451271

June 27, 2017

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Re: Coastline R.O.P.

To Whom It May Concern,

Coastline R.O.P. is a Member of Southern California ReLiEF (SCR), which is a Joint Powers Authority made up of school districts joined together for the purpose of pooling or self-funding property and liability coverages. The document that provides coverage for property and liability is a Memorandum of Coverage (MOC), which is not an insurance policy. Such pooling arrangements are permitted under the government and education codes of California. SCR provides excess coverage above the District's \$25,000 liability and \$25,000 property coverages member retained limits (deductibles). The SCR MOC number SCR 00104-30 provides coverage from July 1, 2016 through July 1, 2017.

We trust that you have a better understanding of this self-insured arrangement and find everything to be in order. Should you have any questions, please feel free to contact me at (949) 940-1760, extension 5169.

Sincerely,

Zee Morales

Zee Morales
Account Coordinator

Enclosure

cc: Lynn Simmons, Chief Business Official, Coastline R.O.P.

ADMINISTRATOR: LICENSE # **0451271**
Keenan & Associates
901 Calle Amanecer, #200
San Clemente, CA 92673
949-940-1760
www.keenan.com

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

COVERED PARTY:
Coastline R.O.P.
Northern Orange County Liability and Property
Self-Insurance Authority
1001 Presidio Square
Costa Mesa CA 92626

ENTITIES AFFORDING COVERAGE:
ENTITY A: Southern California ReLIEF
ENTITY B: Protected Insurance Program for Schools
ENTITY C:
ENTITY D:
ENTITY E:

THIS IS TO CERTIFY THAT THE COVERAGES LISTED BELOW HAVE BEEN ISSUED TO THE COVERED PARTY NAMED ABOVE FOR THE 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 COVERAGE AFFORDED HEREIN IS SUBJECT TO ALL THE TERMS AND CONDITIONS OF SUCH COVERAGE DOCUMENTS.

ENT LTR	TYPE OF COVERAGE	COVERAGE DOCUMENTS	EFFECTIVE/ EXPIRATION DATE	MEMBER RETAINED LIMIT / DEDUCTIBLE	LIMITS
A	GENERAL LIABILITY [<input checked="" type="checkbox"/>] GENERAL LIABILITY [<input checked="" type="checkbox"/>] CLAIMS MADE [<input checked="" type="checkbox"/>] OCCURRENCE [<input checked="" type="checkbox"/>] GOVERNMENT CODES [<input checked="" type="checkbox"/>] ERRORS & OMISSIONS	SCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	AUTOMOBILE LIABILITY [<input checked="" type="checkbox"/>] ANY AUTO [<input checked="" type="checkbox"/>] HIRED AUTO [<input checked="" type="checkbox"/>] NON-OWNED AUTO [<input checked="" type="checkbox"/>] GARAGE LIABILITY [<input checked="" type="checkbox"/>] AUTO PHYSICAL DAMAGE	SCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 1,000,000
A	PROPERTY [<input checked="" type="checkbox"/>] ALL RISK [<input checked="" type="checkbox"/>] EXCLUDES EARTHQUAKE & FLOOD [<input type="checkbox"/>] BUILDER'S RISK	SCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	\$ 250,250,000 EACH OCCURRENCE
A	STUDENT PROFESSIONAL LIABILITY	SCR 00104-31	7/1/2017 7/1/2018	\$ 25,000	\$ Included EACH OCCURRENCE
B	WORKERS COMPENSATION [<input checked="" type="checkbox"/>] EMPLOYERS' LIABILITY	PIPS128-14	7/1/2017 7/1/2018	\$	[<input checked="" type="checkbox"/>] WC STATUTORY LIMITS [<input type="checkbox"/>] OTHER \$ 1,000,000 E.L. EACH ACCIDENT
	EXCESS WORKERS COMPENSATION [<input type="checkbox"/>] EMPLOYERS' LIABILITY			\$	\$ 1,000,000 E.L. DISEASE - EACH EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMITS
	OTHER			\$ \$	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL PROVISIONS:
As respects to the Memorandum of Understanding between the City of Costa Mesa and Coastline Regional Occupational program for use of city facilities.
The Workers' Comp. Policy pays STAT Benefits
The Workers' Comp. Policy limit is \$155,000,000

CERTIFICATE HOLDER:
CITY OF COSTA MESA
77 FAIR DRIVE
Costa Mesa CA 92628

CANCELLATION..... SHOULD ANY OF THE ABOVE DESCRIBED COVERAGES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING ENTITY/JPA WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE ENTITY/JPA, ITS AGENTS OR REPRESENTATIVES.


John Stephens AUTHORIZED REPRESENTATIVE

DISCLAIMER

The Certificate of Coverage on the reverse side of this form does not constitute a contract between the issuing entity(ies), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the coverage documents listed thereon.

ENDORSEMENT

ADDITIONAL COVERED PARTY

COVERED PARTY	COVERAGE DOCUMENT	ADMINISTRATOR
Coastline R.O.P. Northern Orange County Liability and Property	SCR 00104-31	Keenan & Associates

Subject to all its terms, conditions, exclusions, and endorsements, such additional covered party as is afforded by the coverage document shall also apply to the following entity but only as respects to liability arising directly from the actions and activities of the covered party described under "as respects" below.

Additional Covered Party:

CITY OF COSTA MESA
77 FAIR DRIVE
Costa Mesa CA 92628

As Respects:

As respects to the Memorandum of Understanding between the City of Costa Mesa and Coastline Regional Occupational program for use of city facilities. The Workers' Comp. Policy pays STAT Benefits The Workers' Comp. Policy limit is \$155,000,000

This coverage shall be primary to the certificate holders coverage as respects the actions and activities of the Covered Party due to their sole negligence.

The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Coastline pursuant to its contract with the City; products and completed operations of the Coastline; premises owned, occupied or used by the Coastline; automobiles owned, leased, hired, or borrowed by the Coastline



Authorized Representative

Issue Date: 7/6/2017



PIPS Waiver of Our Right to Recover From Others Endorsement

Covered Party Northern Orange Co. Self-Funded W/C Agcy - Coastline R.O.P.		Endorsement Number 32
Memorandum of Coverage # PIPS 00128-14	Memorandum of Coverage Period 07/01/2017 - 07/01/2018	Effective Date of Endorsement 07/01/2017 12:01 AM
Issued By (Name of Entity) Protected Insurance Program for Schools		

Workers' Compensation and Employers' Liability Policy

This endorsement applies only to the coverage provided by the Memorandum of Coverage. We have the right to recover our payments from anyone liable for an injury covered by this Memorandum of Coverage. We will not enforce our right against the person or organization name in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule, where you are required by a written contract to obtain this waiver from us.

Schedule

1. **Specific Waiver**

Name of Person or Organization:

CITY OF COSTA MESA
77 FAIR DRIVE
Costa Mesa CA 92628

2. **Operations:**

As respects to the Memorandum of Understanding between the City of Costa Mesa and Coastline Regional Occupational program for use of city facilities.

3. **Contribution:**

There is no contribution charged for this endorsement.

Authorized Agent

Keenan

Associates

License# 0451271

Confidential Client Use Only