



DATE: October 26, 2011

TO: Honorable Mayor and City Councilmembers

FROM: Police Department

SUBJECT: **APPROVAL OF A MEMORANDUM OF UNDERSTANDING WITH THE TRI CITY HEALTH CARE DISTRICT IN THE AMOUNT OF \$6,338.00 FOR POLICE SERVICES, AND AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE AGREEMENT**

SYNOPSIS

Staff recommends that the City Council approve a Memorandum of Understanding with the Tri-City Health Care District in the revenue amount of \$6,338 to staff and fund a security detail with two Police Officers and one Police Supervisor at District meetings from September 1, 2011, to September 1, 2012; approve the appropriation of these funds to the Police Department; and authorize the City Manager to execute the MOU.

BACKGROUND

The Tri-City Health Care District (District) has experienced numerous issues regarding decorum and potential criminal misconduct during its regular monthly meetings and special meetings. A significant number of these issues are among the Board members and are becoming volatile enough that the Board believes they will come to the point of violating State laws. The Board is requesting that the District contract for Oceanside Police services to monitor meetings and take action as needed in the event laws are violated and to prevent potential criminal actions.

ANALYSIS

The District has meetings on the last Thursday of each month and there are special meetings called on an infrequent basis. During some of these meetings, Board members have had conflict with each other to the point there has been a physical altercation and requests for removal of Board members from the premises for trespassing. Police officers have not been assigned to stand by during any District meetings but they have been placed on notice of the meetings for potential response to take action as needed. The Police Department has not made any physical arrests but crime reports have been generated and forwarded to the District Attorney for review. It is the District's belief that the presence of police officers will reduce the continual conflict that occurs during the meetings and in the event of an altercation the Police can take immediate action to prevent any escalation.

FISCAL IMPACT

The District will reimburse the City of Oceanside at the rate of \$195.28 an hour for two Officers and one Supervisor for the length of each meeting plus two additional hours to prepare for and travel to and from meetings. If additional Officers are required to attend or respond, their salaries will be reimbursed at an hourly rate of \$59.46 for Police Officers and \$76.36 for Police Supervisors. Personnel services in the amount of \$6,338.00 are budgeted in Business Unit 500501101. The City expects to receive approximately \$6,338.00 in revenue from November 2011 to June 30, 2012 from the District (see below table), depending upon the number and length of the meetings. Any revenue generated from this agreement after July 1, 2012 will be included in the FY 12/13 budget. No new personnel will be required to meet the obligations of the Memorandum of Understanding; current staff will be utilized.

Tri City Health Care District	Appropriation	Business Unit/Object Code
Expenditure		
Overtime for Uniformed Presence at District Board Meetings	\$6,248.00	500501101.5120.100596
Benefits for Overtime	\$90.00	500501101.5207.100596
Total Expenditures	\$6,338.00	
Revenue		
Reimbursement for Services	\$6,338.00	500501101.4368.100596
Total Revenue	\$6,338.00	

INSURANCE REQUIREMENTS

Pursuant to the Memorandum of Understanding, the District is required to maintain adequate insurance coverage to meet its obligation to fully defend and indemnify the City of Oceanside.

COMMISSION OR COMMITTEE REPORT

The Police and Fire Commission will be advised of this matter at its next scheduled meeting.

CITY ATTORNEY'S ANALYSIS

The referenced documents have been reviewed by the City Attorney and approved as to form.

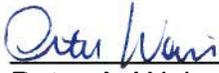
RECOMMENDATION

Staff recommends that the City Council approve a Memorandum of Understanding with the Tri-City Health Care District in the revenue amount of \$6,338 to staff and fund a security detail with two Police Officers and one Police Supervisor at District meetings from September 1, 2011, to September 1, 2012; approve the appropriation of these funds to the Police Department; and authorize the City Manager to execute the MOU.

PREPARED BY:


Leonard Mata
Captain

SUBMITTED BY:


Peter A. Weiss
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager
Frank McCoy, Chief of Police
Teri Ferro, Financial Services Director



ATTACHMENTS

Attachment A - Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF OCEANSIDE
AND
TRI-CITY HEALTH CARE DISTRICT**

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into this 18th day of October, 2011, by and between the CITY OF OCEANSIDE, a municipal corporation, hereinafter designated as "CITY", including OCEANSIDE POLICE DEPARTMENT, hereinafter designated as "OPD" and the TRI-CITY HEALTH CARE DISTRICT, hereinafter designated as "DISTRICT."

RECITALS

WHEREAS, CITY is a municipal corporation organized under the laws of the State of California; and

WHEREAS, DISTRICT is a health care district organized and operated under Section 32000, et seq., of the Health & Safety Code in San Diego County, California; and

WHEREAS, health care districts and cities are public agencies as defined in section 6500 et seq. of the California Government Code; and

WHEREAS, said governing bodies are authorized to enter into agreements to jointly exercise power with each other, pursuant to Government Code sections 6502 and 6503 within or without their territorial limits; and

WHEREAS, DISTRICT holds both monthly and special public Tri-City Healthcare District Board Meetings ("Meetings"); and

WHEREAS, DISTRICT desires to have uniformed members of OPD present at its public Meetings to enhance the safety and security of those Meetings; and

WHEREAS, CITY desires to have OPD officers present at DISTRICT Meetings, provided that the provision of OPD services shall not adversely effect the operational needs of OPD or the provision of OPD services to the general public, or cause any additional expense or incur any liability to the CITY; and

WHEREAS, DISTRICT and CITY agree that they can meet their respective goals under this MOU by utilizing sworn OPD personnel working an overtime capacity paid for and fully defended and indemnified by DISTRICT, to the fullest extent authorized by law; and

WHEREAS, Division 3.6 of the Government Code has imposed joint and several liability on public entities who are parties to an agreement as defined in section 895 of the Code; and

WHEREAS, any such agreement may provide for the indemnification by any of the parties thereto of the other parties with respect to any liability arising from or out of the performance of such agreements; and

WHEREAS, the DISTRICT is willing to assume liability and to defend and indemnify the CITY, including its officers, agents and employees, against any loss arising from and out of the CITY'S performance of services under such contracts as set forth herein; and

WHEREAS, it is the desire of the CITY and the DISTRICT to enter into this MOU for the purpose of negotiating the parameters, terms and conditions of the OPD services at the DISTRICT's Meetings.

NOW THEREFORE, the CITY and the DISTRICT agree to cooperate with each other as follows:

1. **TERM OF THE AGREEMENT.** The term of this MOU shall be from September 1, 2011, to September 1, 2012. The MOU may be renewed for an additional period, not to exceed one year, upon the written consent of both contacts designated in this agreement, prior to the MOU's termination on September 1, 2012. This MOU may be terminated by either party with thirty (30) days written notice submitted to the contacts designated in this agreement.

2. **SCOPE OF WORK.** The CITY and DISTRICT recognize that OPD officers will be assigned part-time to the DISTRICT to enhance the safety of the DISTRICT's regularly scheduled Meetings occurring on the last ~~Tuesday~~ ^{Thursday} of each month, starting at 1:30 p.m. during the times the Board is in open and/or closed session. Upon request by the DISTRICT, OPD will assign personnel to any specially called public Meetings, upon four (4) days written notice to the CITY.

A. **Number of Officers.** The CITY and the DISTRICT agree that the Officers shall be assigned as follows:

a. Two (2) sworn, fully-equipped officers, per Oceanside Police Department job description, with marked patrol vehicles. The cost per Officer on an overtime basis is \$59.40.

b. One (1) sworn, fully-equipped Sergeant, per Oceanside Police Department job description, with marked patrol vehicle. The cost, per Sergeant, on an overtime basis is \$76.36.

All sworn peace officers will remain current on their training requirements and responsibilities in order to retain their peace officer status.

B. Time Periods. The CITY also retains the discretion to redeploy the assigned OPD Personnel at any time, without written or oral notice to the DISTRICT, for emergency reasons. An emergency reason includes, but is not limited to: crime sprees, civil unrest, acts of terrorism and other unforeseen critical incident situations that may arise.

C. OPD Responsibilities. The CITY agrees that OPD will:

- a. provide a uniformed police presence at the Meetings as a crime and violence deterrent; and
- b. enforce applicable State, Federal and local laws in its discretion.

D. District Responsibilities. The DISTRICT agrees to:

- a. provide the personnel necessary for effective communication and between the DISTRICT and OPD; and
- b. cooperate fully with OPD to effectuate safe and orderly public Meetings.

E. Cost. DISTRICT shall reimburse CITY based on the number of hours or fraction thereof OPD actually spends at DISTRICT property plus two additional hours to prepare for and travel to and from the Meetings. The cost of providing OPD services is agreed to be \$195.16 for each hour or fraction thereof. If additional officers are required to attend or respond to any Meeting, DISTRICT agrees to pay \$59.40/hour for each responding officer and \$76.36/hour for each responding sergeant. OPD shall prepare a monthly invoice for the cost of providing services to the DISTRICT and shall mail the same to DISTRICT. DISTRICT shall remit payment to OPD within 30 days of the date of mailing of the invoice.

F. OPD Access. It is understood and agreed by all parties that nothing in this agreement shall change or modify the existing procedures, rights and privileges afforded law enforcement under state and federal law to maintain a presence on DISTRICT Property and conduct law enforcement investigations and activities.

3. NO AGENCY CREATED. DISTRICT's relationship to the CITY shall be that of an independent agency. The DISTRICT shall have no authority, express or implied, to act on behalf of the CITY as an agent, or to bind the CITY to any obligation whatsoever, unless specifically authorized in writing by the City Manager. DISTRICT shall be solely responsible for the performance of any of its employees, agents, or consultants under this Agreement. CITY shall be solely responsible for the performance of any of its employees,

agents, and consultants under this agreement. Nothing in this MOU shall confer any right upon DISTRICT or any of its officers, agents or employees to direct or otherwise control any OPD personnel in the performance of their duties.

4. INDEMNIFICATION. To the fullest extent allowed by law, and notwithstanding any contrary provisions of Government Code section 895 et seq., CITY shall not be liable for, and DISTRICT shall indemnify and hold harmless the CITY and its officers, agents and employees against any and all claims for damages to persons or property, including but not limited to deductibles, self-insured retentions, demands, liability, workers' compensation claims (see Paragraph 5), judgments, awards, fines, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (collectively, "Claims") arising out of or in any way related to this MOU or the provision of services under this MOU, including, but not limited to any action or inaction related thereto or in furtherance thereof, or that occurs at, on, en route to or from or is in any way related to any DISTRICT property, Meeting, event or activity, or that occurs to or is caused by DISTRICT's employees, officers, representatives, agents, invitees, patrons or third persons. This indemnification shall include any and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such Claims, whether the same proceed to judgment or not. Further, as a separate and distinct obligation, DISTRICT, at its own expense, shall, upon written request by the CITY defend any such Claim, suit or action brought against the CITY, its officers, agents or employees. CITY shall have the right to select defense counsel of its' own choosing to defend, at DISTRICT's sole expense, any such Claim, suit or action brought against the CITY, its officers, agents or employees.

5. FINANCIAL RESPONSIBILITY. DISTRICT shall carry adequate property damage, public liability insurance, other reasonable and necessary insurance to meet the responsibilities of this Agreement and Paragraph 4 above or be otherwise financially responsible in an amount sufficient to reasonably protect the property, facilities and activities set forth in this Agreement against claims, demands, causes of action, damage, cost, expense, property damage, bodily injury, personal injury, contract dispute, penalty, loss or liability. DISTRICT shall furnish the CITY with proof of such financial responsibility. Nothing in this Agreement shall modify the CITY's existing rights and obligations to provide workers' compensation benefits to its employees pursuant to Labor Code section 3600 et seq. However, DISTRICT shall defend and indemnify the CITY for any workers' compensation claim made by any CITY employee arising out of or in any way related to this MOU or the provision of services under this MOU, including, but not limited to any action or inaction related thereto or in furtherance thereof, or that occurs at, on, en route to or from, or is in any way related to any DISTRICT property, Meeting, event or activity, or that occurs to or is caused by DISTRICT's employees, officers, representatives, agents, invitees, patrons or third persons. Should the CITY be required to provide payment for any workers' compensation benefits or indemnity related to this Agreement (including any attorney's fees), the DISTRICT agrees that it will reimburse the CITY for the full amount of such per this Agreement. CITY shall have the right to

select defense counsel of its' own choosing to defend, at DISTRICT's sole expense, any such workers' compensation claim made by any CITY employee.

6. **ENTIRE AGREEMENT.** This Agreement comprises the entire integrated understanding between CITY and DISTRICT concerning the scope of this MOU and supersedes all prior negotiations, representations, or agreements.

7. **INTERPRETATION OF THE AGREEMENT.** The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

The CITY and DISTRICT shall be responsible for complying with all local, state, and federal laws whether or not said laws are expressly stated or referred to herein.

8. **NOTICE.** Any notice required or permitted under this Agreement shall be deemed given when actually delivered or when deposited in the mail, certified or registered, postage prepaid, addressed as follows:

TO THE CITY:

Frank McCoy, Chief of Police
City of Oceanside
3855 Mission Ave.
Oceanside, CA 92054

TO THE DISTRICT:

Larry B. Anderson, CEO
TriCity Healthcare District
4002 Vista Way
Oceanside, CA 92056

9. **AGREEMENT MODIFICATION.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by the parties hereto.

10. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the DISTRICT and the CITY.

This Memorandum of Understanding is executed by the duly authorized representatives of Tri-City Health Care District and the City of Oceanside on the date first herein above written.

CITY OF OCEANSIDE

Mayor

Frank McCoy
Chief of Police

ATTEST:

APPROVED AS TO FORM

City Clerk

[Handwritten Signature]
SDCA FOR

City Attorney

TRI-CITY HEALTH CARE DISTRICT

[Handwritten Signature]

Larry B. Anderson, CEO

10-18-11

DATE

APPROVED AS TO FORM

Attorney for District

This Memorandum of Understanding is executed by the duly authorized representatives of Tri-City Health Care District and the City of Oceanside on the date first herein above written.

CITY OF OCEANSIDE

Mayor

Frank McCoy
Chief of Police

ATTEST:

APPROVED AS TO FORM

City Clerk

City Attorney

TRI-CITY HEALTH CARE DISTRICT

Larry B. Anderson, CEO

DATE

APPROVED AS TO FORM



Attorney for District



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2011 15:22

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 Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	CONTACT NAME: Trisha Sabins	PHONE (A/C, No, Ext): (858) 875-3035	FAX (A/C, No):
	E-MAIL ADDRESS: trishas@barneyandbarney.com		
INSURED Tri City Healthcare District Tri City Hospital District 4002 Vista Way Oceanside, CA 92056 Client # 42403	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Casualty Company of Reading, Pennsylvania		20427
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 388599 **MST NUMBER:** 19038 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			4019430342	7/1/2011	7/1/2012	EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	<i>This certificate amends and supercedes prior certificates</i>						
A	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			4019430342	7/1/2011	7/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Physical Damage			4019430342	7/1/2011	7/1/2012	\$1,000 Comp Deductible \$1,000 Coll Deductible

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

Regarding police services for TriCity Healthcare District. Certificate holder is named additional insured per attached endorsement.

CERTIFICATE HOLDER CITY OF OCEANSIDE, a municipal corporation and OCEANSIDE POLICE DEPARTMENT 300 NORTH COAST HIGHWAY OCEANSIDE, CA 92054	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 <i>Trisha Sabins</i>

Subject

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Insured: Tri City Healthcare District

Master # 19038

Cert # 388599

Attachment Page

COMPLETE LISTING OF CERTIFICATE HOLDER and/or ADDITIONAL INSURED:

(additional insureds apply only with respect to coverages marked by "X" under "Addtl Insrd" on the Certificate)

CITY OF OCEANSIDE, a municipal corporation

INSURED: Tri City Healthcare District

POLICY #: 4019430342

COMPANY: American Casualty Company of Reading, Penn: POLICY PERIOD: 7/1/2011

TO 7/1/2012

EFFECTIVE DATE: 10/18/2011

COMMERCIAL AUTO

CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM
- GARAGE COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM
- TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective:	Countersigned By: BARNEY & BARNEY, LLC (Authorized Representative)
Named Insured:	

SCHEDULE

Name of Person(s) or Organization(s) :

CITY OF OCEANSIDE, a municipal corporation

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/18/2011 15:57

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 Barney & Barney LLC CA Insurance Lic: 0C03950 9171 Towne Centre Drive, Suite 500 San Diego, CA 92122 858-457-3414	CONTACT NAME: Trisha Sabins
	PHONE (A/C, No, Ext): (858) 875-3035 FAX (A/C, No):
	E-MAIL ADDRESS: trishas@barneyandbarney.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: Columbia Casualty Company	NAIC #: 31127
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 380669 **MST NUMBER:** 19255 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X	<i>This certificate amends and supercedes prior certificates</i>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	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				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability; General Liability			HMU40159163472	7/1/2011	7/1/2012

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

Regarding police services for TriCity Healthcare District
Certificate holders are additional insure as their interest applies, per the attached.

CERTIFICATE HOLDER CITY OF OCEANSIDE, a municipal corporation and OCEANSIDE POLICE DEPARTMENT 300 NORTH COAST HIGHWAY OCEANSIDE, CA 92054	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 <i>Trisha Sabins</i>

Insured: Tri City Healthcare District

Master # 19255

Cert # 380669

Attachment Page

COMPLETE LISTING OF CERTIFICATE HOLDER and/or ADDITIONAL INSURED:
(additional insureds apply only with respect to coverages marked by "X" under "Addtl Insrd" on the Certificate)

CITY OF OCEANSIDE, a municipal corporation
its officers, agents
and employees
OCEANSIDE POLICE DEPARTMENT

INSURED: Tri City Healthcare District

POLICY #: HMU40159163472

COMPANY: Columbia Casualty Company

POLICY PERIOD: 7/1/2011

TO 7/1/2012

EFFECTIVE DATE: 7/1/2011



Blanket Additional Insured Endorsement—Healthcare Facilities General Liability Coverage

This endorsement modifies insurance provided under:

Commercial General Liability Coverage Form Occurrence G-145587-A
Commercial General Liability Coverage Form Claims-Made G-145586-A
Healthcare Liability Policy Common Conditions (G-144102-A)

A. SECTION B—WHO IS AN INSURED is amended to include as an insured any person or organization (called additional insured) described in paragraphs 2.a. through 2.g. below whom you are required to add as an additional insured on this policy under:

1. A written contract or agreement; or
2. An oral contract or agreement where a certificate of insurance showing that person or organization as an additional insured has been issued; but

the written or oral contract or agreement must be:

1. Currently in effect or becoming effective during the term of this policy; or
2. Executed prior to the "bodily injury," "property damage" or "personal injury and advertising injury," but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

a. A state or political subdivision subject to the following provisions:

- (1) This insurance applies only with respect to the following hazards for which the state or political subdivision has issued a permit in connection with premises you own, rent, or control and to which this insurance applies:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hallway openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.
- (2) This insurance applies only with respect to operations performed by you or on your behalf for which the state or political subdivision has issued a permit.

This insurance does not apply to "bodily injury," "property damage" or "personal and advertising injury" arising out of operations performed for the state or municipality.

b. Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you; or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. A manager or lessee of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:



This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- d. A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

- e. An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

- f. A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

- g. Any person or organization from whom you lease equipment. Such person or organization are insureds only with respect to their liability arising out of the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury" or "property damage" arising out of the sole negligence of such additional insured.

Any insurance provided to an additional insured designated under paragraphs a. through g. above does not apply to "bodily injury" or "property damage" included within the "products-completed operations hazard".

- B. As respects the coverage provided under this endorsement, HEALTH CARE LIABILITY POLICY COMMON CONDITIONS Condition X, Other Insurance or Risk Transfer Arrangements is deleted and replaced with the following:

- Other Insurance-Excess Insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a contract or agreement specifically requires that this insurance be either primary or primary and noncontributing. Where required by contract or agreement, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

All other terms and conditions of the Policy remain unchanged.



Insured's Name: Tri City Healthcare District

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated insurers, takes effect on the effective date of said Policy at the hour stated in said Policy and expires concurrently with said Policy unless another effective date is shown below.

By Authorized Representative

(No signature is required if issued with the Policy or if it is effective on the Policy Effective Date)