

## PARKING LICENSE AGREEMENT

THIS PARKING LICENCE AGREEMENT is made this 30th day of March, 2022 (the "Agreement")

BETWEEN:

**Onni Properties LLC, an Arizona limited liability company**  
with an office at 17011 Beach Blvd., Suite 206, Huntington Beach, CA 92647  
(the "Licensor")

AND: **The City of Huntington Beach, a municipal corporation of the State of California**  
with an office at 2000 Main Street, Huntington Beach, CA 92648

Contact #: 714-536-5579

Email: Catherine.jun@surfcity-hb.org  
(the "Licensee")

- A. Onni Huntington Beach LLC ("Owner") is the owner of real property located at 7842 Warner Avenue, Huntington Beach, CA 92647 ("Property");
- B. Owner retained ("Licensor") to manage the Property;
- C. The Licensor has the right to issue licences for the use of various parking stalls located within the parking structure (the "Parking Facility") located at the Property;
- D. The Licensee wishes to be granted a licence to use fifty (50) **unreserved parking stalls** located and assigned as follows: **fifty (50) unreserved parking stalls on the 6<sup>th</sup> level of the Parking Facility** in accordance with the terms contained herein (collectively, the "Licensed Spaces");
- E. Licensor and Licensee intend to make Owner a third-party beneficiary of this Agreement; and
- F. Except as provided for herein, Licensor and Licensee do not intend to make any other person or entity, including but not limited to any of Licensee's authorized users, a third-party beneficiary of this Agreement.

WITNESSES that in consideration of the covenants, agreements and conditions hereinafter reserved and contained on the part of the Licensor and the Licensee to be respectively kept, performed and observed, the Licensor and the Licensee agree as follows:

1. The Licensor hereby grants to the Licensee and its invitees, the non-exclusive right, license and privilege to use the Licensed Spaces on a fixed term **throughout a twenty-four (24) hour daily basis commencing on July 1, 2022 (the "Commencement Date") and terminating June 30, 2023 (the "Termination Date")**.
2. The Licensee hereby covenants and agrees to pay, without demand, deduction or set-off, to the Licensor, or to any operator (the "Operator") of the Parking Facility as designated by the Licensor from time to time, to use 50 Licensed Spaces pursuant to this Agreement. **The Parking Fee for the allotted fifty (50) unreserved parking passes is currently One Hundred**

and 00/100 Dollars (\$100.00) per month for each parking stall (the "Parking Fee"), or Five Thousand and 00/100 Dollars (\$5,000.00) per month for all the Licensed Spaces (the "Total Monthly Parking Fee"). The total parking fee over the fixed term of this agreement per Section 1 is \$60,000.00. The Total Monthly Parking Fee will be payable on the first day of each month.

3. ~~At the time of execution of this Agreement, the Licensee shall pay to the Licensor or Operator such deposit as the Licensor or the Operator reasonably requires (the "Deposit"). The Licensor, or the Operator, as the case may be, shall hold the Deposit on a non-interest bearing basis and in the event that the Licensee fails to comply with the provisions hereof, the Deposit shall become the absolute property of the Licensor, without prejudice to the Licensor's other remedies. If the Licensee complies with all of its obligations hereunder, the Licensor shall return the Deposit to the Licensee within 14 days of the termination of this Agreement.~~
4. If so required by Licensor, a valid permit must be visibly displayed with number and/or barcode facing the windshield (unless Licensor confirms that no permit is required for that facility). Failure to do so will be considered a breach of this Agreement and, in addition to any other parking remedies available, Licensor may tow such vehicle at the sole expense of the vehicle's owner.
5. As applicable, the Licensee hereby agrees to purchase the required Remote and/or Proximity style access device ("Access Device(s)") to gain access to the Licensed Space at a cost to be determined by the Licensor. One (1) device is required for each parking stall comprising the Licensed Space. Lost or stolen devices must be reported to the Operator immediately, and a replacement will be issued at the then market rate.
6. Misuse of these access devices will be considered a breach of this Agreement. If the same permit number is found on more than one vehicle at a time, or if an Access Device is used to admit more than one vehicle at a time into the Parking Facility, that permit will automatically be deemed invalid, and Licensor may tow one or more vehicles, at the sole expense of the Licensee or vehicle owners, in addition to any other remedies available to Licensor.
7. The Licensee covenants and agrees with the Licensor as follows:
  - (a) Each Licensed Space within the Parking Facility will only be used for the sole purpose of parking road-legal passenger sedans, vans, sport utility vehicles, standard size pickup trucks, and motorcycles on condition the vehicle fits under the height limitation at the Parking Facility and within a single Licensed Space (collectively, "Vehicles"). The definition of Vehicles excludes all trailers, campers, commercial vehicles, vehicles that are not legally permitted to operate on public roads, watercraft and similar recreational equipment, recreational vehicles (RVs), and any inoperable or unlicensed motor vehicle, all of which are not permitted to use a Licensed Space;
  - (b) Licensee will require that all Vehicles must be operational and insured. Licensee shall provide the Licensor with the following information of each Vehicle that Licensee will allow, per this Agreement, to occupy the Licensed Space from time to time (the "Authorized Vehicle(s)");

See attached Appendix "A"

<b>Vehicle:</b>	Make: _____	Model: _____
	Color: _____	Plate No: _____

- (c) Any Authorized Vehicles will not be parked, left, or abandoned in a manner that impedes or prevents ready ingress, egress, or passage through the Parking Facility, or in a manner that impedes or prevents access to or from any parking space within the Parking Facility;
  - (d) All Authorized Vehicles will strictly abide by and comply with all reasonable rules and regulations in respect of the Parking Facility or the Licensed Space which may be made from time to time by the Licensor or any Operator;
  - (e) All Authorized Vehicles will strictly abide by and comply with any additional terms and conditions displayed on the signage at the Parking Facility, which may be posted from time to time by the Licensor or any Operator, with the sole exception of terms and conditions relating to parking rates;
  - (f) Licensee will defend, indemnify and hold harmless the Licensor, Owner and their respective members, managers, officers, directors, agents, consultants, employees, subsidiary and affiliated companies (collectively, “**Indemnitees**”) from ~~any and all~~ claims, demands, suits, liabilities, losses (including but not limited to economic losses, loss of use, expenses, and litigation costs including reasonable attorney’s fees) involving property damage or personal injury including death or bodily injury (collectively, “**Claims**”) that directly arise out of, or directly relate to negligence, and willful misconduct of Licensee or its agents, employees, contractors, subcontractors, licensees, or invitees in performing obligations or exercising rights under this Agreement including use of the Parking Facility and Licensed Spaces.. Notwithstanding, the foregoing indemnification obligation will not apply to Claims that arise out of the negligence or willful misconduct of Indemnitees; provided, however, Licensee shall indemnify and hold harmless Indemnitees against the equitable share of liability attributed to Licensee or its agents, employees, contractors, subcontractors, licensees, or invitees.
  - (g) Licensee will not assign, in whole or in part, its rights under this Agreement and will not permit any person or persons other than the persons described herein to use the Licensed Space without the prior written consent of the Licensor, which consent may be withheld in the Licensor’s sole discretion; and
  - (h) Subject to subsection (g) immediately above, Licensee may distribute Access Devices to certain authorized users approved by Licensor, provided that they first sign and return to Licensee, the written waiver and release attached hereto as Appendix B.
8. Each new or replacement permit or Access Device issued is subject to a non-refundable fee and/or a refundable deposit determined solely by the Licensor.

9. The parking of unlicensed or uninsured Vehicles, and the repair, maintenance, or washing of Vehicles in the Parking Facility is prohibited. The parking of Vehicles that pose any kind of hazard or that contain hazardous contents is prohibited. Vehicles parked for the purpose of promotional activities or advertising are prohibited.
10. It is expressly understood and agreed by the Licensee that this Agreement is the grant of a bare licence of space for parking purposes only and the Licensor, its servants, agents and employees shall have no liability or responsibility for any damage, loss, cost, expense or injury of whatsoever nature suffered or incurred by the Licensee or the Licensee's servants, employees, invitees or licensees or by or to any vehicle or the contents thereof, all of which shall at all times be at the sole risk of the Licensee.
11. It is understood that the Licensor shall have the right, at any time and from time to time upon demolition of the Parking Space, to either terminate this Parking Licence or upon written notice before and during the term and any renewal of this Parking Licence, to change the location of the Licensed Space to another location anywhere else in the Licensor's property.
12. No Vehicle may be parked at the Parking Facility for more than 72 consecutive hours ("Stored"), unless first agreed to in writing by Licensor.
13. The Licensor, without liability, may remove or cause to be removed any vehicle(s), including but not limited to Authorized Vehicles or other objects at the Property that do not comply with or violate any term of this Agreement.
14. The Licensee shall have the right, in common with other licensees, to use the common areas of the Parking Facility for the purposes of ingress to and egress from the Licensed Space in such areas as the Licensor may designate from time to time as available for access and passage by pedestrians or vehicles, as may be the case, but the Licensee shall make no other use of such common areas of the parking facility.
15. In the event of any damage to the Parking Facility or the Licensed Space which renders the Licensed Space unsuitable for the purposes intended herein, the licence contained in this Agreement and this Agreement may be cancelled forthwith at the option of either party.
16. The Licensor and the Licensee agree each with the other that:
  - (a) if any payment required to be paid hereunder shall not be paid within ten (10) days of the day appointed for payment; or
  - (b) in case of default by the Licensee in performing or observing any of the covenants, agreements, provisions or conditions of this License Agreement on the part of the Licensee to be observed and performed, excluding the payment of the Parking Fee for which Subsection 18 of this Agreement shall govern, and such default shall not have been remedied within five (5) days after written notice thereof from the Licensor;

then this License Agreement may be terminated at any time thereafter by notice in writing from the Licensor to the Licensee provided that such termination shall be wholly without prejudice to the Licensor's rights to recover any money owing pursuant to the terms of this Agreement, or

damages for any breach of the covenants, obligations or agreements under this License Agreement by the Licensee.

17. The Licensor or Licensee may, upon ten (10) days' written notice to the other party, terminate this Agreement with respect to any one or more of the parking stalls comprising the Licensed Space.
18. If the Licensee should fail to pay the Parking Fee, or any instalment thereof, promptly when due, the Licensor shall be entitled to charge and collect interest thereon, from the date upon which the same was due until actual payment thereof, at the rate of three per cent (3%) per annum in excess of the rate of interest charged and established from time to time by the main branch in Huntington Beach of the Licensor's bank as its most favourable rate of interest to its most creditworthy and substantial commercial customers, commonly known as its prime rate.
19. Any notice required by the provisions of this Agreement shall be in writing and may be either delivered personally or sent by prepaid, registered or certified mail and, if so mailed, shall be deemed to have been given five (5) days following the date upon which it was mailed and if delivered personally, shall be deemed to be delivered on the day such notice is left at the address of the party receiving it, so long as delivery is effected before 5:00 p.m. on a day which is not a Saturday, Sunday or statutory holiday in the City of Huntington Beach, and if delivered after such time or on such days, shall be deemed to be delivered on the next day which is not a Saturday, Sunday or statutory holiday in the City of Huntington Beach. The addresses of the parties for the purpose hereof shall be, in the case of the Licensor, the address of the Licensor set forth above, and in the case of the Licensee, the address of the Licensee set forth above.
20. As a condition precedent to the effectiveness of this Agreement, Licensee shall procure and maintain the following insurance coverage at Licensee's own expense: (Forward all certificates of insurance to insurance@onni.com)
  - (a) Commercial General Liability ("CGL") Insurance, with minimum \$1,000,000.00 single limit of liability for bodily injuries, death and property damage, and personal injury resulting from any one occurrence, and \$2,000,000.00 general aggregate. Such policy shall be provided using standard ISO Form CG0001, or equivalent form.
    - (i) Such CGL policy shall be endorsed to include Licensor and Owner, and their respective employees, representatives, agents, officers, managers, members and directors as additional insureds (collectively, "Additional Insured Parties") using ISO Forms CG20 10 07/04 for ongoing operations and CG 20 37 07/04 for completed operations coverage, or their equivalents. Any provided form providing lesser or restricted coverage to the Additional Insured Parties is not equivalent and will be rejected.
    - (ii) Such policy shall be endorsed to be Primary and Non-Contributory to any insurance or self-insurance maintained by any Additional Insured Parties.
    - (iii) Such policy shall contain a waiver of subrogation in favor of all Additional Insured Parties.

- (b) Workers Compensation in accordance with the laws of the state of California, and Employers Liability Insurance with a limit of not less than \$1,000,000.00 per occurrence. Such policy shall be endorsed to include a waiver of subrogation in favor of the Licensor
  - (c) Comprehensive Automobile Liability Insurance covering all owned, non-owned and hired motor vehicles under this Agreement, with a combined single limit of not less than \$1,000,000.00 per occurrence. Such policy shall be endorsed to include the Additional Insured Parties.
  - ~~(d) Garage Keeper's Legal Liability for (liability, fire, theft, comprehensive, and collision coverage) with minimum limits of liability of \$300,000 per automobile and \$1,000,000 general aggregate specific to the Garage Keeper's Legal Liability.~~
  - (e) Commercial Umbrella or Excess Liability Insurance with a minimum liability limit of \$5,000,000 per occurrence and \$5,000,000 general aggregate for liability for bodily injuries, death and property damage, and personal injury resulting. Such Umbrella or Excess policy shall provide coverage over and specifically schedule the CGL, Commercial Automobile Liability, policies mentioned in sub sections (a), (b), (c), and (d) above. Such policy shall be specifically endorsed to be Primary and Non-Contributory to any insurance or self-insurance maintained by any Additional Insured Parties on the underlying policies.
  - (f) Such minimum limits may be satisfied by a combination of primary and umbrella or excess liability policies.
  - (g) Licensee waives all rights against Additional Insured Parties for recovery of damages to the extent that these damages are covered by commercial general liability, commercial umbrella liability, auto liability or workers compensation and employer's liability insurance maintained.
  - (h) All policies required by this Agreement shall remain in force and effect for a period of one (1) year after the Termination Date, as set forth herein.
21. It is understood and agreed by the Licensor and the Licensee that nothing contained herein shall be construed as creating a legal demise or any greater interest in the Licensee in the Licensed Space than a licence on the terms hereinbefore provided.
22. This License Agreement and everything herein contained shall inure to the benefit of and be binding upon the successors and permitted assigns and other legal representatives of each of the parties hereto. It is understood and agreed that this agreement supersedes and cancels any and all previous agreements and understandings, if any, between the parties with respect to the subject matter hereof.

[Signatures follow on next page]

IN WITNESS WHEREOF the Licensor and Licensee have duly executed this agreement as of the day and year first above written.

**LICENSOR:**

ONNI PROPERTIES LLC

Signature:  \_\_\_\_\_

Name: Greg Wilks

Title: Authorized Signatory

Date: 5/31/2022

**LICENSEE:**

CITY OF HUNTINGTON BEACH

Signature:  \_\_\_\_\_

Title: Mayor

Date: May 9, 2022

Signature:  \_\_\_\_\_

Title: City Clerk

Date: May 9, 2022

APPROVED AS TO FORM

Signature:  \_\_\_\_\_

Title: City Attorney *WU*

# Appendix "A"

**Parking Stall #: N/A**

**Parking Pass # (if applicable):**

**N/A User:** \_\_\_\_\_

<b>Vehicle:</b>	<b>Make:</b> _____	<b>Model:</b> _____
	<b>Color:</b> _____	<b>Plate No:</b> _____

**User:** \_\_\_\_\_

<b>Vehicle:</b>	<b>Make:</b> _____	<b>Model:</b> _____
	<b>Color:</b> _____	<b>Plate No:</b> _____

**User:** \_\_\_\_\_

<b>Vehicle:</b>	<b>Make:</b> _____	<b>Model:</b> _____
	<b>Color:</b> _____	<b>Plate No:</b> _____



# Appendix “B”

**PARKING AGREEMENT FOR AUTHORIZED USER**

Start Date: \_\_\_\_\_ End Date: \_\_\_\_\_  
Authorized User's Name(s): \_\_\_\_\_  
Authorized User's Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Email: \_\_\_\_\_  
Vehicle Make: \_\_\_\_\_ Model: \_\_\_\_\_ Color: \_\_\_\_\_ Year: \_\_\_\_\_  
License Plate: (State) \_\_\_\_\_ (Number) \_\_\_\_\_

By parking vehicles at the premises located at 17011 Beach Boulevard, Huntington Beach, CA 92647 ("Ocean Plaza"), the undersigned authorized user ("Authorized User") acknowledges and agrees to the following:

1. Prior to the start date (as set forth above), Authorized User shall maintain legally required automobile liability insurance covering the vehicle that is both current and in effect at all times the vehicle is at Ocean Plaza.
2. Authorized User has read, understands, and agrees to comply with the terms and conditions of the Agreement.
3. Parking any vehicles at Ocean Plaza for more than 72 consecutive hours is strictly prohibited, unless first authorized in writing by Licensor. The Licensor, without any liability, may remove or cause to be removed vehicles that do not comply with this provision.
4. If any term herein is deemed illegal, unenforceable, or invalid by a court of competent jurisdiction, then any such term will be severed from the Waiver, and all other remaining terms are valid and enforceable.
5. Authorized User shall defend, indemnify, and hold harmless Onni Huntington Beach LLC, Onni Properties LLC, and their respective members, managers, partners, shareholders, directors, officers, agents, employees, and employees of its agents ("Onni Parties"), from any and all legal claims and damages, including attorney's fees, that arise out of Authorized User parking vehicles at the premises.
6. **ONNI PARTIES ARE NOT LIABLE FOR DAMAGES TO AUTHORIZED USER'S VEHICLE THAT ARISE OUT OF THE UNDERSIGNED PARKING VEHICLES AT OCEAN PLAZA, AND AUTHORIZED USER WAIVES RIGHTS TO AND RELEASES ONNI PARTIES FROM ANY AND ALL CLAIMS TO RECOVER DAMAGES FOR ANY AND ALL PROPERTY DAMAGE THAT ARISES OUT OF USE OF THE PARKING FACILITY, HOWEVER CAUSED, EXCEPT FOR THE SOLE NEGLIGENCE OF ONNI PARTIES.**

By signing below, you represent that you read, understand, and agree to the above and the implications of signing this Waiver.

Agreed to on this \_\_\_\_\_ day of \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

CERTIFICATE NO.

ISSUE DATE

GL1-18541	AI	<b>CERTIFICATE OF COVERAGE</b>	05/03/2022
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**Public Risk Innovation,  
Solutions, and Management**

**C/O ALLIANT INSURANCE SERVICES, INC.**  
**PO BOX 6450**  
**NEWPORT BEACH, CA 92658-6450**  
  
 PHONE (949) 756-0271 / FAX (619) 699-0901  
 LICENSE #0C36861

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 BELOW. THIS CERTIFICATE OF COVERAGE 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 and/or requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGE AFFORDED **A- Public Risk Innovation, Solutions, and Management**

**Member**

CITY OF HUNTINGTON BEACH  
 ATTN: DEANNA SORIA  
 2000 MAIN STREET  
 HUNTINGTON BEACH, CA 92648

COVERAGE AFFORDED **B**

COVERAGE AFFORDED **C**

COVERAGE AFFORDED **D**

**Coverages**

THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER 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 BY THE MEMORANDUMS DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF COVERAGE	MEMORANDUM NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	<input checked="" type="checkbox"/> Excess General Liability <input checked="" type="checkbox"/> General Liability Aggregate <input checked="" type="checkbox"/> Auto Liability	PRISM PE 21 EL-134	07/01/2021	07/01/2022	\$6,000,000 \$7,000,000 \$1,000,000  Limits inclusive of the Member's Self-Insured Retention of 1,000,000

**Description of Operations/Locations/Vehicles/Special Items:**

AS RESPECTS AGREEMENT BETWEEN CITY OF HUNTINGTON BEACH AND OMNI PROPERTIES, LLC. FOR PARKING LOT LICENSE AGREEMENT DATED MARCH 30, 2022 FOR USE OF FIFTY (50) PARKING STALLS LOCATED ON 6TH FLOOR OF PARKING FACILITY LOCATED AT 7842 WARNER AVE, HUNTINGTON BEACH, CA 92647.

OMNI PROPERTIES, LLC, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AGENTS, OFFICERS, MANAGERS, MEMBERS AND DIRECTORS ARE INCLUDED AS ADDITIONAL COVERED PARTIES, BUT ONLY IN SO FAR AS THE OPERATIONS UNDER THIS CONTRACT ARE CONCERNED.

THIS INSURANCE SHALL BE PRIMARY AND NO OTHER INSURANCE SHALL CONTRIBUTE PURSUANT TO ENDORSEMENT NUMBER U-9. THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST THE ADDITIONAL COVERED PARTY(IES) PURSUANT TO ENDORSEMENT NUMBER U-8.

**Certificate Holder**

OMNI PROPERTIES LLC  
 17011 BEACH BLVD., STE 206  
 HUNTINGTON BEACH, CA 92647

**Cancellation**

SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Gina Dean*

Public Risk Innovation, Solutions, and Management

**ENDORSEMENT NO. U-1**

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
GENERAL LIABILITY 1  
ADDITIONAL COVERED PARTY AMENDATORY ENDORSEMENT**

It is agreed that the "Covered Party, Covered Persons or Entities" section of the Memorandum is amended to include the person or organization named on the Certificate of Coverage, but only with respect to liability arising out of premises owned by or rented to the Member, or operations performed by or on behalf of the Member or such person or organization so designated.

Coverage provided under this endorsement is limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by contract.

**ADDITIONAL COVERED PARTY**

NAME OF PERSON OR ORGANIZATION SCHEDULED PER ATTACHED CERTIFICATE OF COVERAGE

**AS RESPECTS:**

PER ATTACHED CERTIFICATE OF COVERAGE

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

Effective Date \_\_\_\_\_

Memorandum No. PRISM 21 EL-00

Issued to: ALL MEMBERS

Issue Date: June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management

**ENDORSEMENT NO. U-8**  
**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT**  
**GENERAL LIABILITY 1**  
**AMENDATORY ENDORSEMENT - WAIVER OF SUBROGATION**

It is understood and agreed that Condition 8. SUBROGATION, of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

**8. SUBROGATION**

PRISM shall be subrogated to the extent of any payment hereunder to all the **covered party's** rights of recovery therefore; and the covered party shall do nothing after loss to prejudice such rights and shall do everything necessary to secure such rights. Any amount so recovered shall be apportioned as follows:

Any interest (including the **covered party's**) having paid an amount in excess of the self-insured retention, plus the limit of liability, hereunder shall be reimbursed first to the extent of actual payment. PRISM shall be reimbursed next to the extent of its actual payment hereunder. If any balance then remains unpaid, it shall be applied to reimburse the covered party. The expenses of all such recovery proceedings shall be apportioned in the ratio of respective recoveries. If there is no recovery in proceedings conducted solely by PRISM, it shall bear the expenses thereof.

Notwithstanding the above, PRISM waives its rights of subrogation against any person or organization with whom the **covered party** has entered into a written agreement that includes a waiver of subrogation, but only if the agreement is in effect before the injury, damage or liability occurs.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.** PRISM 21 EL-00

**Issued To:** ALL MEMBERS

**Issue Date:** June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management

## ENDORSEMENT NO. U-9

### PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT GENERAL LIABILITY 1

#### AMENDATORY ENDORSEMENT - PRIMARY/NON-CONTRIBUTORY

It is understood and agreed that Condition 7. OTHER COVERAGE of the Memorandum to which it is attached, is deleted in its entirety and replaced by the following:

#### 7. OTHER COVERAGE

If collectible insurance with an insurer, or collectible group coverage through another joint powers authority, interlocal cooperative agreement, self-insurance or other public entity group coverage is available to the **covered party** covering a loss also covered hereunder (whether on a primary, excess or contingent basis), the coverage hereunder shall be: (a) in excess of, and shall not contribute with, such insurance; and (b) shall contribute only with any excess group coverage available through another joint powers authority according to a pro-rata, time on the risk basis. However, this clause does not apply with respect to excess insurance purchased specifically to be in excess of this Memorandum, or to insurance or reinsurance which is intended to provide the remainder of the limit of liability stated in the Declarations of this Memorandum when the coverage afforded under this Memorandum provides less than 100 percent of the limit set forth in the Declarations. However, if the **covered party** has entered into a written agreement, prior to any loss event, in which it is agreed that this coverage shall be primary and/or non-contributory with respect to an additional **covered party** as specified in Endorsement U-1 of this Memorandum, then this coverage shall respond as primary and/or non-contributory, but shall be limited to the lesser of the limits stated on the Certificate of Coverage or the minimum limits required by the written agreement.

Notwithstanding the foregoing paragraph, if coverage for a claim or **suit** is available under this Memorandum and a memorandum of coverage issued in connection with the PRISM's Medical Malpractice Program, this Memorandum shall afford primary coverage only where the gravamen of the claim or **suit** involves liability covered hereunder. EIA staff will preliminarily assess the gravamen of the claim or **suit** and refer it to the committee responsible for the coverage believed to be applicable under this paragraph. Where that committee disputes PRISM's assessment of the gravamen of the claim or **suit** and rejects primary coverage, PRISM will thereafter refer the claim or **suit** to the committee responsible for the other applicable coverage. If that committee also rejects the primary coverage responsibility, the Executive Committee will determine which of PRISM's coverages is primary under this paragraph.

If the Member disputes the acceptance of primary coverage by a committee of PRISM's responsible for the coverage, the Member may appeal that decision to the Executive Committee. Appeal must be requested within 60 days of the coverage acceptance by PRISM.

If the Member is not satisfied with the outcome of the Executive Committee appeal or the determination by the Executive Committee as to which of PRISM's coverages is primary where no committee agreed to accept primary responsibility, the Member may invoke Section (d) and (e) of Article 31 of PRISM's Joint Powers Agreement and proceed to arbitration and, if necessary, litigation. For purposes of this paragraph, the Member must request to invoke Article 31 dispute resolution process within 60 days of the Executive Committee's determination as to which of PRISM's coverages is primary.

Where a memorandum of coverage issued in connection with PRISM's Medical Malpractice Program is determined to afford primary coverage pursuant to this section, the exhaustion of PRISM's limit of liability under the Medical Malpractice Program will satisfy the **covered party's** self-insured retention under this Memorandum.

Coverage for the additional **covered party** under this endorsement is limited to the written contract or agreement as specified on the Certificate of Coverage and Endorsement U-1 of this Memorandum.

It is further agreed that nothing herein shall act to increase PRISM's limit of liability.

This endorsement is part of the Memorandum and takes effect on the effective date of the Memorandum unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Dat**

**Memorandum No.** PRISM 21 EL-00

**Issued to:** ALL MEMBERS

**Issue Date** June 25, 2021



Authorized Representative  
Public Risk Innovation, Solutions, and Management

CERTIFICATE NO.

ISSUE DATE

WC-4873		<b>CERTIFICATE OF COVERAGE</b>			05/03/2022
<b>PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT</b>  C/O ALLIANT INSURANCE SERVICES, INC. PO BOX 6450 NEWPORT BEACH, CA 92658-6450 PHONE (949) 756-0271 / FAX (619) 699-0901 LICENSE #0C36861		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 BELOW. THIS CERTIFICATE OF COVERAGE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER			
		IMPORTANT: If the certificate holder is requesting a WAIVER OF SUBROGATION, the Memorandums of Coverage must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).			
		COVERAGE AFFORDED <b>A - See attached schedule of insurers</b>			
<b>Member:</b> CITY OF HUNTINGTON BEACH ATTN: DEANNA SORIA 2000 MAIN STREET HUNTINGTON BEACH, CA 92648		COVERAGE AFFORDED <b>B</b>			
		COVERAGE AFFORDED <b>C</b>			
		COVERAGE AFFORDED <b>D</b>			
<p><b>Coverages</b></p> <p>THIS IS TO CERTIFY THAT THE MEMORANDUMS OF COVERAGE AND POLICIES LISTED BELOW HAVE BEEN ISSUED TO THE MEMBER 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 BY THE MEMORANDUMS AND POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH MEMORANDUMS AND POLICIES.</p>					
CO LTR	TYPE OF COVERAGE	MEMORANDUM/ POLICY NUMBER	COVERAGE EFFECTIVE DATE	COVERAGE EXPIRATION DATE	LIABILITY LIMITS
A	EXCESS WORKERS' COMPENSATION & EMPLOYER'S LIABILITY	See attached Schedule of Insurers for policy numbers	07/01/2021	07/01/2022	WORKERS' COMPENSATION: Difference between Statutory and Member's \$1,000,000 Retention  EMPLOYERS' LIABILITY: Difference between \$5,000,000 and Member's Retention
<b>LIMITS APPLY PER OCCURRENCE FOR ALL PROGRAM MEMBERS COMBINED.</b>					
<p><b>Description of Operations/Locations/Vehicles/Special Items</b></p> <p>AS RESPECTS EVIDENCE OF COVERAGE FOR AGREEMENT BETWEEN CITY OF HUNTINGTON BEACH AND OMNI PROPERTIES, LLC. FOR PARKING LOT LICENSE AGREEMENT DATED MARCH 30, 2022 FOR USE OF FIFTY (50) PARKING STALLS LOCATED ON 6TH FLOOR OF PARKING FACILITY LOCATED AT 7842 WARNER AVE, HUNTINGTON BEACH, CA 92647.</p> <p>THE AUTHORITY WAIVES ITS RIGHTS OF SUBROGATION AGAINST OMNI PROPERTIES, LLC, AND THEIR RESPECTIVE EMPLOYEES, REPRESENTATIVES, AGENTS, OFFICERS, MANAGERS, MEMBERS AND DIRECTORS PURSUANT TO ENDORSEMENT NUMBER U-2.</p>					
<b>Certificate Holder</b>  OMNI PROPERTIES, LLC 17011 BEACH BLVD, STE 206 HUNTINGTON BEACH, CA 92647			<b>Cancellation</b> SHOULD ANY OF THE ABOVE DESCRIBED MEMORANDUMS OF COVERAGE/POLICIES BE CANCELLED BEFORE THE EXPIRATION THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE MEMORANDUMS OF COVERAGE/POLICIES PROVISIONS.		
			AUTHORIZED REPRESENTATIVE   Gina Dean Public Risk Innovation, Solutions, and Management		

**PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION PROGRAM  
2021/2022 SCHEDULE OF INSURERS  
CITY OF HUNTINGTON BEACH**

PROVIDER	MEMORANDUM / POLICY NUMBER	LIMIT
Public Risk Innovation, Solutions, and Management	PRISM PE 21 EWC- 164	<p>Workers' Compensation:  \$50,000,000 each accident/each employee  for disease  (Difference between \$50,000,000 and the  individual member's retention)</p> <p>Employers' Liability:  \$5,000,000 each accident/each employee  for disease  (Difference between \$5,000,000 and the  individual member's retention)</p>
Liberty Insurance Corporation	EW7-64N-444785-011	Statutory each accident/each employee for disease excess of \$50,000,000

**ENDORSEMENT NO. U-2  
PUBLIC RISK INNOVATION, SOLUTIONS, AND MANAGEMENT  
EXCESS WORKERS' COMPENSATION**

**WAIVER OF SUBROGATION ENDORSEMENT**

It is understood and agreed that Section VIII. **SUBROGATION** of the **CONDITIONS** section of the Memorandum of Coverage is deleted in its entirety and replaced by the following:

VIII. **SUBROGATION**: In the event of any payment under this Memorandum, PRISM shall be subrogated, to the extent of such payment, to all the **Covered Party's** rights of recovery therefore, and the **Covered Party** shall execute all papers required and shall do everything that may be necessary to secure such rights. Any amount recovered as a result of such proceedings, together with all expenses necessary to the recovery of any such amount shall be apportioned as follows: PRISM shall first be reimbursed to the extent of its actual payment hereunder. If any balance then remains, said balance shall be applied to reimburse the **Covered Party**. The expenses of all proceedings necessary to the recovery of such amount shall be apportioned between the **Covered Party** and PRISM in the ratio of their respective recoveries as finally settled. If there should be no recovery in proceedings instituted solely on the initiative of PRISM, the expenses thereof shall be borne by PRISM.

However, in the event of any loss payment under this Memorandum for which you have waived the right of recovery in a written contract entered into prior to the loss, we hereby agree to also waive our right of recovery but only with respect to such loss.

It is further agreed that nothing herein shall act to increase PRISM's limit of indemnity.

This endorsement is part of the Memorandum of Coverage and takes effect on the effective date of the Memorandum of Coverage unless another effective date is shown below. All other terms and conditions remain unchanged.

**Effective Date:**

**Memorandum No.:** PRISM 21 EWC-00

**Issued to:** ALL MEMBERS

**Issue Date:** June 25, 2021

  
\_\_\_\_\_  
Authorized Representative  
Public Risk Innovation, Solutions, and Management