

FEB 01 2019

NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN
THE CITY OF HUNTINGTON BEACH AND
CONTINUING DEVELOPMENT, INC.

Office of
Business Development

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the "License") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("Licensor"), and CONTINUING DEVELOPMENT, INC. ("CDI"), a California non-profit corporation ("Licensee").

WHEREAS, Licensee represents and warrants that it has obtained all necessary governmental licenses, permits and approvals, including, without limitation, approval by the California Department of Education, to operate a child development program; and

That there are no lawsuits or claims against it or any of its employees, agents or volunteers, for negligence, violations of law or misconduct; and Licensee desires to use Licensor's real property located at 17241 Oak Lane, Huntington Beach, for a child development program; and.

Licensor has relied on Licensee's above representation and warranties as a basis for entering into this License and on that basis desires to allow such use.

NOW, THEREFORE, in consideration of the promises and agreements hereinafter made and exchanged, the parties covenant and agree as follows:

1. PREMISES AND PERMISSION TO USE

Licensor owns the real property located at 17241 Oak Lane, in Huntington Beach, whose legal description is set forth in **Exhibit "A"** and whose location is depicted in the map provided in **Exhibit "B"** (the "Premises"), which are attached hereto and fully incorporated herein. Licensor grants to Licensee a non-exclusive license to provide and operate a child development program on the Premises. The License granted herein is conditioned on Licensee operating the child development program discussed herein.

The right and permission of Licensee is subordinate to the prior and paramount right of Licensors to use the Premises for public purposes to which it is now and may, at the option of Licensors, be devoted. Licensee undertakes and agrees to use the Premises and to exercise this license at all times in such manner as will not unreasonably interfere with the full use and enjoyment of the Premises by Licensors.

Licensee hereby acknowledges title to the Premises is vested in Licensors and agrees never to assail or resist the same, and further agrees that Licensee's use and occupancy of the Premises shall be referable solely to the permission herein given. Licensee agrees to obtain prior written approval from Licensors which may be withheld at the sole discretion of Licensors before any alteration or expansion of the Premises.

2. CONTRACT ADMINISTRATOR

Licensors's Deputy Director of Economic Development, or his/her designee, shall be the Licensors's Contract Administrator for this License with the authority to act on behalf of Licensors for the purpose of this License, and all approval and notices required to be given herein shall be so directed and addressed.

3. LICENSEE'S RESPONSIBILITIES FOR OPERATING A CHILD DEVELOPMENT PROGRAM

Licensee shall do all of the following:

- (a) Obtain and maintain any governmental licenses, permits and approvals required to enable Licensee to operate a child care development program on the Premises;
- (b) Provide a child development program in accordance with Chapter 2, Part 6, Division 1, Title 1 of the California Education Code;

(c) Employ fully qualified teachers and teacher aides for a child development program in accordance with all applicable governmental requirements, including the requirements of the California Department of Education;

(d) Operate the child development program according to the operational schedule, a copy of which is attached hereto as **Exhibit "C,"** and incorporated herein by this reference;

(e) Provide the City with quarterly and annual reports in a form acceptable to the City, tracking performance measures on an ongoing basis.

(f) Provide any equipment, supplies, and materials required to operate the child development program; and.

(g) Immediately notify Licensor in writing of any lawsuits, citations or claims against Licensee or any of its employees, agents or volunteers for negligence, violations of law or misconduct.

4. LICENSOR'S RESPONSIBILITIES

Licensor shall be responsible for providing to Licensee the Premises for Licensee to provide services set forth herein.

5. LICENSE FEE/RENT

Licensee shall pay Licensor One Dollars (\$1.00) per year for use of the Premises (the "License Fee"). License fee shall become due and payable on an annual basis on the month and date of the commencement of this License. Payment shall be made to Licensor at P.O. Box 711, Huntington Beach, CA 92647.

6. TERM

This License shall commence at 12:01 a.m. on 6/15 2019, for a five-year term, which shall expire at 11:59 p.m. on 6/15/2024, unless extended, or

sooner terminated, as provided for herein. At the end of the initial term, this License may renew for one additional five-year term unless either party, with or without cause, gives the other party a minimum of thirty (30) days written notice prior to expiration of the lease of its intent not to renew for the additional term.

7. CARE OF PREMISES

Licensee shall do all of the following:

(a) Licensee shall be solely responsible for all interior and exterior maintenance (including, without limitation, the roof) of the Premises, including the exterior landscaping;

(b) Licensee shall remove any and all graffiti at its own expense from the Premises within forty-eight (48) hours of notice thereof;

(c) Licensee shall not obstruct, cause or permit any obstruction surrounding the Premises or any part thereof in any manner whatsoever; and

(d) Licensee shall comply with all written notice serviced by Licensor with regard to the care and maintenance of the Premises.

Licensor may provide written notice specifying the work to be done, and the period of time deemed to be reasonably necessary for completion of such work. Should Licensee fail to comply with Licensor's written notice within fifteen (15) days, or within a time deemed reasonably necessary of the time specified therein, Licensee shall immediately pay over to Licensor the estimated cost of such work as set forth in the notice. Upon receipt of such sum, Licensor shall then proceed to cause the required work to be performed.

8. NON-RECYCLABLE ITEMS PROHIBITED.

No Styrofoam containers are to be dispensed or vended from the Premises by Lessee. If applicable, all foods and beverages shall be sold in recyclable paper or plastic containers. Lessor

may from time to time review the containers or utensils used or dispensed by Lessee for purposes of monitoring compliance with this section.

9. NON-POSSESSORY INTEREST

Licensor retains full possession of the Premises and any improvements or personal property owned by Licensor on the Premises. Licensee will not acquire any interest in the Premises, improvements or property, either temporary, permanent, irrevocable, possessory or otherwise, by reason of this License or by the exercise of the permission given herein. Licensee shall make no claim to any such interest. Any violation of this provision by Licensee will immediately void and terminate this License.

10. TIME OF ESSENCE

Time shall be the essence of this License and each and all of its terms, covenants or conditions in which performance is a factor.

11. NON-RECORDING

Licensee shall not record this License.

12. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Licensee hereby agrees to protect, defend, indemnify and hold harmless Licensor, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation of every nature or liability of any kind or nature) arising out of or in connection with Licensee's, (or Licensee's sublicensee, if any) negligent (or alleged negligent) performance of this License or its failure to comply with any of its obligations contained in this License by Licensee, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of Licensor. Licensor shall be reimbursed by Licensee for all costs and attorneys' fees incurred by Licensor in enforcing this obligation.

Licensee will conduct all defense at its sole cost and expense and Licensor shall approve selection of Licensee's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Licensee.

13. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

Licensee acknowledges awareness of Section 3700 *et seq.* of the California Labor Code, which requires every employer to be insured against liability for workers' compensation. Licensee covenants that it shall comply with such provisions prior to the commencement of this License. Licensee shall obtain and furnish to Licensor workers' compensation and employers' liability insurance in amounts not less than the State statutory limits. Licensee shall require all its sublicensees and contractors to provide such workers' compensation and employers' liability insurance for all of the sublicensees' and contractors' employees. Licensee shall furnish to Licensor a certificate of waiver of subrogation under the terms of the workers' compensation and employers' liability insurance and Licensee shall similarly require all sublicenses and contractors to waive subrogation.

14. GENERAL PUBLIC LIABILITY INSURANCE

In addition to the workers' compensation and employers' liability insurance and Licensee's covenant to defend, hold harmless and indemnify Licensor, Licensee shall obtain and furnish to Licensor, a policy of general public liability insurance, including motor vehicle coverage against any and all claims arising out of or in connection with the Premises. This policy shall indemnify Licensee, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability,

of One Million Dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000.00) for the Premises. This policy shall name Licensor, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the License shall be deemed excess coverage and that Licensee's insurance shall be primary.

Under no circumstances shall said above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

15. PROPERTY INSURANCE

Licensee shall provide before commencement of this License and shall obtain and furnish to Licensor, at Licensee's sole cost and expense, property and fire insurance with extended coverage endorsements thereon, by a company acceptable to Licensor authorized to conduct insurance business in California, in an amount insuring for the full insurable value of the Premises and all Improvements, Trade Fixtures, personal property whether or not owned or leased by Licensee, and all trade inventory in or on the Premises against damage or destruction by fire, theft or the elements. This policy shall contain a full replacement cost endorsement naming Licensee as the insured and shall not contain a coinsurance penalty provision. The policy shall also contain an endorsement naming Licensor as an Additional Insured. The policy shall contain a special endorsement that such proceeds shall be used to repair, rebuild or replace any such Improvements, Trade Fixtures, personal property whether or not owned or leased by Licensee, and all trade inventory so damaged or destroyed; and if not so used, such proceeds (excluding any insurance proceeds for Trade Fixtures, personal property whether or not owned or leased by Licensee, and trade inventory, but only to the extent the insurance proceeds specifically cover those items) shall be paid to Licensor. The policy shall also contain a special endorsement that if the Premises are so

destroyed and either party elects to terminate the License, the entire amount of any insurance proceeds shall be paid to Licensor. The proceeds of any such insurance payable to Licensor may be used, in the sole discretion of Licensor, for rebuilding or repair as necessary to restore the Premises or for any such other purpose(s) as Licensor sees fit.

This policy shall also contain the following endorsements:

(a) The insurer shall not cancel or reduce the insured's coverage without (30) days prior written notice to Licensor;

(b) Licensor shall not be responsible for premiums or assessments on the policy.

A complete and signed certificate of insurance with all endorsements required by this Section shall be filed with Licensor prior to the execution of this License. At least thirty (30) days prior to the expiration or termination of any such policy, a signed and complete certificate of insurance showing that coverage has been renewed shall be filed with Licensor.

16. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED
ENDORSEMENTS

Prior to commencement of this License, Licensee shall furnish to Licensor certificates of insurance subject to approval of the City Attorney evidencing the foregoing insurance coverages as required by this License; these certificates shall:

- (a) provide the name and policy number of each carrier and policy;
- (b) shall state that the policy is currently in force; and
- (c) shall promise to provide that such policies shall not be canceled or modified without thirty (30) days' prior written notice of Licensor; however ten (10) days' prior written notice in the event of cancellation for nonpayment of premium.

Licensee shall maintain the foregoing insurance coverages in force during the entire term of the License or any renewals or extensions thereof or during any holdover period.

The requirement for carrying the foregoing insurance coverages shall not derogate from Licensee's defense, hold harmless and indemnification obligations as set forth in this License. Licensor or its representatives shall at all times have the right to demand the original or a copy of any or all the policies of insurance. Licensee shall pay, in a prompt and timely manner, the premiums on all insurance hereinabove required.

17. INSURANCE HAZARDS

Licensee shall not commit or permit the commission of any acts on the Premises nor use or permit the use of the Premises in any manner that will increase the existing rates for, or cause the cancellation of any liability, property, or other insurance policy for the Premises or required by this License. Licensee shall, at its sole cost and expense, comply with all requirements of any insurance carrier providing any insurance policy for the Premises or required by this License necessary for the continued maintenance of these policies at reasonable rates.

18. RELOCATION AND ASSISTANCE

In the event this License is terminated for any reason by Licensor, Licensee shall not be entitled to any relocation rights or benefits and expressly waives such benefits and rights under local, State or Federal relocation assistance plans.

19. INSPECTION BY LICENSOR

Without advance notice given by Licensor to Licensee, Licensee shall permit Licensor or Licensor's agents, representatives or employees to enter the Premises at all reasonable times for the purpose of inspecting, investigating and surveying the Premises to determine whether Licensee is complying with the terms of this License and for the purpose of performing other lawful acts that may be necessary to protect Licensor's interest in the Premises or to perform Licensor's duties under this License. Licensor also shall have the right in its sole discretion to perform any and all work of any nature necessary for the preservation, maintenance and operation of property

owned, controlled or occupied by Licensor. If practicable, Licensee shall be given reasonable notice when such work becomes necessary, and Licensee shall adjust its operations on the Premises in such a manner that Licensor may proceed.

20. LICENSOR'S OPTION TO CLOSE THE PREMISES

Licensor may close the Premises without liability whatsoever and without advance notice to Licensee therefore at any time as Licensor in its sole discretion deems necessary for the protection of life, limb or property, or for public health, safety or welfare purposes, or upon reasonable notice to effect any repair, remodeling or rebuilding deemed necessary by Licensor in its sole discretion.

21. PAYMENT OF UTILITY CHARGES

Licensee shall open its own account with Southern California Edison and shall pay, and hold Licensor and the property of Licensor, free and harmless from, all charges for all public utility services including gas, water electricity, on the Premises during the entire term of this License or any renewals or extensions thereof.

22. PERSONAL PROPERTY TAXES AND BUSINESS LICENSE

Licensee shall timely pay all taxes, assessments, or other charges levied or imposed by any governmental entity on the trade fixtures and other personal property placed by Licensee in, on, or about the Premises including, without limiting the generality of the other terms used in this Section, any shelves, counters, partitions, fixtures, machinery and equipment, brought on the Premises by Licensee. If required by ordinance, Licensee shall maintain a business license from Licensor.

23. PAYMENT OF OBLIGATIONS

Licensee shall promptly pay, at its sole cost and expense, before they become delinquent, any and all bills, debts, liabilities, property taxes and assessments, and obligations

incurred by Licensee in connection with Licensee's occupation and use of the Premises. Upon request, Licensee shall promptly furnish to Licensor satisfactory evidence establishing such payment.

24. COMPLIANCE WITH LAWS

Licensee, at its sole cost and expense, shall comply with all statutes, ordinances, regulations and requirements of all governmental entities, including, without limitation, Federal, State, county or municipal, relating to Licensee's use and occupancy of the Premises whether such statutes, ordinances, regulations and requirements be now in force or hereinafter enacted. This License is expressly subject to the laws, regulations and policies of Licensor. Licensee shall deliver to Licensor a copy of any notice from any governmental entity received by Licensee regarding any alleged violation of law regarding the License or Premises or from any person allegedly entitled to give notice under any conditions, covenants, or restrictions binding or affecting the Premises. The judgment of any court of competent jurisdiction, or the admission by Licensee in a proceeding brought against Licensee by any government entity, that Licensee has violated any such statute, ordinance, regulation or requirement shall be conclusive as between Licensor and Licensee and shall be grounds for termination of this License by Licensor.

25. DAMAGE, DESTRUCTION OR NUISANCE

Licensee shall not commit or permit the commission by others of any damage or destruction of, on, or to the Premises. Licensee shall not maintain, commit or permit the maintenance or commission of any nuisance as defined in Section 3479 and/or Section 3480 of the California Civil Code on the Premises; and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

26. LIENS

Licensee shall not permit any mechanics' or materialmens' or other liens to stand against the Premises by reason of any use or occupancy by Licensee, or any person claiming under Licensee. If Licensee desires to contest or withhold any payment which would lead to the placement of any liens or contest any such liens, then prior to commencing such contest and withholding, Licensee shall furnish Licensor with a bond to secure the payment of such obligation and obtain Licensor's prior written approval of the bond.

27. NO CONDEMNATION VALUE TO LICENSEE

If any property described herein or hereinafter added hereto is taken in eminent domain, the entire award shall be paid to Licensor. This License shall have no condemnation value to Licensee.

28. TERMINATION

Licensor or Licensee may terminate this License at any time with or without cause, upon thirty (30) days prior written notice to Licensee. Cause may include damage, destruction or condemnation. Licensee may terminate this License in the event it is anticipated federal or state funding for support of the child development program becomes unsuitable or is otherwise terminated, upon thirty (30) days prior written notice to Licensor.

In the event of condemnation, unless Licensee is allowed by the condemning authority to continue its operations on the Premises, the Licensee shall terminate as of the date title to the Premises vests in the condemning authority or Licensee is required to cease its operations, whichever is earlier.

29. INSTALLATION AND REMOVAL OF TRADE FIXTURES

Licensee shall provide any equipment, supplies and materials required to operate the child development program. In addition, Licensee may with prior written consent of the Licensor

during the term of this License and any renewal or extension thereof, at Licensee's sole cost and expense, install and affix in, to, or on the Premises such items, herein called "trade fixtures," for use in Licensee's trade or business as Licensee may, deem advisable. Said consent for which may be denied at the sole discretion of Licensor.

30. RESTORATION AND SURRENDER OF PREMISES/TITLE TO IMPROVEMENTS

On expiration or termination of this License, Licensee shall, without compensation to Licensee, promptly surrender and deliver the Premises to Licensor in as good condition as such were at the commencement date of this License, reasonable wear and tear excepted. Licensee also shall, without compensation to Licensee, surrender all improvements to Licensor in good condition and repair, ordinary wear and tear excepted, free and clear of all liens and encumbrances. Licensee also shall remove all of its trade fixtures and other personal property as provided herein. Licensor may in its sole discretion accept all or any portion of the Premises, as then improved with improvements and no sum whatsoever shall be paid to Licensee or any other person; or Licensor may require Licensee to remove all or any portion of such improvements, at Licensee's own risk and cost and expense; or Licensor may itself remove or have removed all or any portion of such improvements, at Licensee's own risk and cost and expense. If required by Licensor to do so, in removing any such improvements, Licensee shall restore the Premises as nearly as possible to the conditions existing prior to their installation or construction. All such removal and restoration shall be to the satisfaction of Licensor and shall be completed within thirty (30) days of the expiration or termination of this License, provided, however, that Licensee shall be considered a holdover licensee after expiration or termination of the License until the time Licensee completes this removal and restoration work, including, without limitation, the removal of all of its trade fixtures and other personal property left on the Premises. In addition, all of Licensee's trade fixtures and

other personal property left on the Premises after the expiration of this 30-day period, regardless of cause, shall be deemed abandoned by Licensee. In Licensor's sole discretion, it may choose to do one or more of the following: (1) take any or all of such trade fixtures and other personal property as Licensor's property; (2) store any or all of such trade fixtures and other personal property in a public warehouse or other location at the sole cost, expense and risk of Licensee, and for the account and in the name of Licensee; or (3) dispose of any or all of such trade fixtures and other personal property at the sole cost, expense and risk of Licensee. In addition, Licensee's indemnification, hold harmless and defense obligations set forth in this License shall apply to such trade fixtures and/or other personal property, and to Licensor's action with respect thereto.

31. HOLD OVER

Should Licensee hold over and continue in possession of the Premises after expiration of the Term of this License or any extensions or renewals thereof, Licensee's continued occupancy of the Premises shall be considered a month-to-month tenancy subject to all the terms and conditions of this License.

32. DEFAULT BY LICENSEE

Should Licensee default in the performance of any of the terms, conditions, or obligations contained in the License, Licensor may, in addition to the remedies specified herein, re-enter and regain possession of the Premises in the manner provided by the laws of the State of California then in effect.

33. INSOLVENCY OF LICENSEE

The insolvency of Licensee as evidenced by a receiver being appointed to take possession of all or substantially all of the property of Licensee, or the making of a general assignment for the benefit of creditors by Licensee, or the filing of a petition in bankruptcy shall terminate this License and entitle Licensor to re-enter and regain possession of the Premises.

34. CUMULATIVE REMEDIES

The remedies given to Licensor in this License shall not be exclusive, but shall be cumulative and in addition to all remedies now and hereafter allowed by law or elsewhere provided in this License.

35. NO ASSIGNMENT OR SUBLEASE

This License is personal to Licensee, and Licensee shall not assign, sublease, transfer or sell this License or any privilege hereunder in whole or in part, and any attempt to do so will be void and confer no right on any third party.

36. WAIVER OF BREACH

The waiver by Licensor of any breach by Licensee of any of the provisions of this License shall not constitute a continuing waiver or a waiver of any subsequent default by Licensee either of the same or another provision of this License.

37. CONSENT

When Licensor's consent/approval is required under this License, its consent/approval for one transaction or event shall not be deemed to be a consent/approval to any subsequent occurrence of the same or any other transaction or event.

38. FORCE MAJEURE – UNAVOIDABLE DELAYS

Should the performance of any act required by this License to be performed by either Licensor or Licensee be prevented or delayed by reason of an act of God, strike, lockout, labor troubles, inability to secure materials, restrictive governmental laws or regulations, or any other cause except financial inability not the fault of the party required to perform the act, the time for performance of the act shall be extended for a period equivalent to the period of delay, and performance of the act during the period of delay shall be excused. Provided, however, that nothing contained in this Section shall excuse the prompt payment of the License Fee or other consideration

by Licensee as required by this License or the performance of any act rendered difficult solely because of the financial condition of the party, Licensor or Licensee, required to perform the act.

39. NOTICE

Unless specifically providing for verbal or electronic notice, all notices, certificates, or other communications required to be given hereunder shall be in writing and made in the following manner, and shall be sufficiently given and deemed received when (a) personally delivered; or (b) three (3) business days after being sent via United States certified mail – return receipt requested; or (c) one (1) business day after being sent by reputable overnight courier, in each case to the addresses specified below; provided that Licensor and Licensee, by notice given hereunder, may designate different addresses to which subsequent notices, certificates or other communications will be sent:

LICENSOR:

City of Huntington Beach
Attn: Deputy Director of Economic
Development
2000 Main Street
Huntington Beach, CA 92647

LICENSEE:

Continuing Development Inc
~~Child Development Inc.~~
Attn: Susan Dumars, President
350 Woodview Ave. Suite 100
Morgan Hills, CA 95037
(408) 556-7300

40. BINDING ON HEIRS AND SUCCESSORS

All the terms, covenants and conditions of this License shall inure to the benefit of and be binding upon the parties and their successors, including, without limitation, their assignees, encumbrancers, occupiers or users, sublicensees or other transferees. The provisions of this Section shall not be deemed as a (1) waiver of any of the prohibitions and conditions against assignments, encumbrances, occupations or uses, sublicensees or other transfers hereinbefore set forth, or (2) Licensor's consent thereto.

41. SURVIVAL

Terms and conditions of this License, which by their sense and context survive the termination or expiration of this License, shall so survive.

42. WAIVER OF CLAIMS

Licensee hereby waives any claim against Licensor, its officers, elected or appointed officials, employees, agents or volunteers for damage or loss caused by any suit or proceeding directly or indirectly attacking the validity of this License, or any part thereof, or caused by any judgment or award in any suit or proceeding declaring this License null, void or voidable, or delaying the License or any part thereof from being carried out.

43. CONFLICT OF INTEREST

Licensee warrants and covenants that no official or employee of Licensor, nor any business entity in which an official or employee of Licensor is interested, (1) has been employed or retained by Licensee to solicit or aid in the procuring of this License; or (2) shall be employed by Licensee in the performance of this License without the immediate written divulgence of such fact to Licensor. In the event Licensor determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of Licensor, Licensee, upon request of Licensor, shall terminate such employment immediately. For default or violation of this Section, Licensor shall have the right both to terminate this License without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity. No official or employee of Licensor shall have any financial interest in this License in violation of the applicable provisions of the California Government Code.

44. HAZARDOUS MATERIALS

Licensee represents and warrants that its use of the Premises herein will not generate any hazardous substance, and it will not store or dispose on the Premises nor transport to or over the Premises any hazardous substances. Licensee further agrees to clean-up and remediate any such hazardous substance on the Premises, and hold Licensor harmless from and indemnify Licensor against any release of any such hazardous substance and any damage, loss or expense or liability resulting from such release including all attorneys' fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence of Licensor, its employees or agents. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any federal, state or local environmental law, regulation or rule presently in effect or promulgated in the future, as such laws, regulations or rules may be amended from time to time; and it shall be interpreted to include, but not be limited to, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

45. WASTE OR NUISANCE

Licensee shall not commit or permit the commission by others of any waste on the Premises. Licensee shall not maintain, commit, or permit the maintenance or commission of any nuisance as defined by Section 3479 and/or Section 3480 of the California Civil Code on the Premises; and Licensee shall not use or permit the use of the Premises for any unlawful purpose.

46. INDEPENDENT CONTRACTOR

Licensee is, and shall be, acting at all times in the performance of this License as an independent contractor herein and not as an employee of Licensor. Licensee shall secure at its expense, and be responsible for all payment of all taxes, social security, state disability insurance

compensation, unemployment compensation and other payroll deductions of Licensee and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

47. SECTION HEADINGS

The titles, captions, section, paragraph and subject headings, and descriptive phrases at the beginning of the various sections in this License are merely descriptive and are included solely for convenience of reference only and are not representative of matters included or excluded from such provisions, and do not interpret, define, limit or describe, or construe the intent of the parties or affect the construction or interpretation of any provision of this License.

48. MODIFICATION

No waiver or modification of any language in this License shall be valid unless in writing and duly executed by both parties.

49. INTERPRETATION OF THIS LICENSE

The language of all parts of this License shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties. If any provision of this License is held by an arbitrator or court of competent jurisdiction to be unenforceable, void, illegal or invalid, such holding shall not invalidate or affect the remaining covenants and provisions of this License. No covenant or provision shall be deemed dependent upon any other unless so expressly provided here. As used in this License, the masculine or neuter gender and singular or plural number shall be deemed to include the other whenever the context so indicates or requires. Nothing contained herein shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provision contained herein and any present or future statute, law, ordinance or regulation contrary to which the parties have no right to contract,

then the latter shall prevail, and the provision of this License which is hereby affected shall be curtailed and limited only to the extent necessary to bring it within the requirements of the law.

50. GOVERNING LAW

This License shall be governed and construed in accordance with the laws of the State of California.

51. ATTORNEY'S FEES

In the event suit is brought by either party to construe, interpret and/or enforce the terms and/or provisions of this License or to secure the performance hereof, each party shall bear its own attorney's fees, such that the prevailing party shall not be entitled to recover its attorney's fees from the non-prevailing party.

52. DUPLICATE ORIGINAL

The original of this License and one or more copies hereto have been prepared and signed in counterparts as duplicate originals, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original. Each duplicate original shall be deemed an original instrument as against any party who signed it.

53. ENTIRETY

The parties acknowledge and agree that they are entering into this License freely and voluntarily following extensive arm's length negotiations, and that each has had the opportunity to consult with legal counsel prior to executing this License. The parties also acknowledge and agree that no representations, inducements, promises, agreements or warranties, oral or otherwise have been made by that party, or anyone acting on that party's behalf, which are not embodied in this License, and that that party has not executed this License in reliance on any representation, inducement, promise, agreement, warranty, fact or circumstance not expressly set forth in this License. The License, and the attached exhibits, contain the entire agreement between the parties


respecting the subject matter of this License, the Premises, the licensing of the Premises to Licensee, or the term created under this License and supersede all prior understandings and agreements, whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this License to be executed by and through their authorized officers on _____, 2019.

LICENSEE:

CONTINUING DEVELOPMENT, INC.

By: _____


SUSANA SAMARAS
print name

ITS: (circle one) Chairman/President/Vice President

AND

By: _____

MARIANA HUNGURENCO
print name

ITS: (circle one) Secretary/Chief Financial Officer/Asst. Secretary – Treasurer

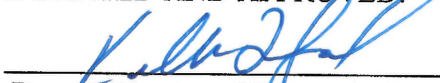
LICENSOR:

CITY OF HUNTINGTON BEACH, a
municipal corporation of the State of
California

Mayor

City Clerk

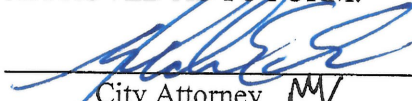

INITIATED AND APPROVED:


Deputy Director of Economic Development

REVIEWED AND APPROVED:

City Manager

APPROVED AS TO FORM:


City Attorney 

Exhibits

- A Legal Description
- B Map of Premises Location

Exhibit "A"

Legal Description

All that certain real property located in the City of Huntington Beach, County of Orange, State of California hereby described as follows:

The north 430.00 feet of the south 1090.00 feet of the east 460.00 feet of the east half of the South west Quarter of the Northeast Quarter of Section 26, Township 5 South, .Range 11 West, as shown on a map recorded in Book 51, Page 13, Miscellaneous Maps, Official Records of Orange County.

Said area comprising 110,825 square feet, excepting-therefrom the north 330.00 feet of the west 263.56 feet.

MAP



Oak View Elementary School

Oak View Day Care



CHILD-8

OP ID: CD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/24/2019

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 have ADDITIONAL INSURED provisions or 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 Suhr Risk Services 910 E. Hamilton Ave. Suite 410 Campbell, CA 95008 Peter Leary, MBA, CISR, CRIS		CONTACT NAME: PHONE (A/C, No, Ext): 408-510-5440 FAX (A/C, No): E-MAIL ADDRESS:	
INSURED Child Development Centers, Inc Continuing Development, Inc Choices For Children 350 Woodview Avenue Suite 100 Morgan Hill, CA 95037		INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofits Ins. Alliance of CA INSURER B: Safety National Casualty INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10023 15105	

COVERAGES

CERTIFICATE NUMBER:

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		201830519	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ INCLUDED
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			201830519	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			201830519UMB	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		LDM4059099	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			201830519	07/01/2018	07/01/2019	Occ/Agg \$1M/\$2M
A	Sexual Misconduct			201830519	07/01/2018	07/01/2019	Occ/Agg \$1M/\$1M

APPROVED AS TO FORM

By: MICHAEL E. GATES
CITY ATTORNEY

CITY OF HUNTINGTON BEACH

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

RE: Oak View Child Development Center operated by insured located at 17341 Jacquelyn Lane, Huntington Beach, CA 92647.
City of Huntington Beach, its Agents, Officers and Employees are named as additional insured as per attached endorsement.
Insurance is Primary and Non-Contributory.

CERTIFICATE HOLDER

CANCELLATION

CITYHUN City of Huntington Beach Economic Development Dept. 2000 Main Street Huntington Beach, CA 92648	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>Mike Tanya</i>
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POLICY NUMBER: 2018-30519

Named Insured: Continuing Development, Inc.; Child Development Centers, In

COMMERCIAL GENERAL LIABILITY

CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of Huntington Beach

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

(Information required to complete this Schedule, if not shown above, will be shown in the Declarations.)

A. Section II – Who Is An Insured is amended to include any public entity as an additional insured for whom you are performing operations, who may be named in the schedule above, when you have agreed in a written contract or written agreement that such public entity be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your negligent acts or omissions; or
2. The negligent acts or omissions of those acting on your behalf; in the performance of your ongoing operations:

No such public entity is an additional insured for liability arising out of the "products-completed operations hazard" or for liability arising out of the sole negligence of that public entity.

B. With respect to the insurance afforded to these additional insured(s), the following additional exclusions apply. This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. The following is added to **SECTION III — LIMITS OF INSURANCE:**

The limits of insurance applicable to the additional insured(s) are those specified in the written contract between you and the additional insured(s), or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

- D. A. With respect to the insurance provided to the additional insured(s), **Condition 4. Other Insurance of SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement:

- (1) That this insurance be primary. If other insurance is also primary, we will share with all that other insurance as described in c. below; or
- (2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages A or B to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.