

MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF HUNTINGTON BEACH AND
THE HUNTINGTON BEACH COMMUNITY GARDEN

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on _____, 2020, by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California (hereinafter referred to as "City"), and HUNTINGTON BEACH COMMUNITY GARDEN, a private non-profit 501c3 organization (hereinafter referred to as "HBCG").

WHEREAS, City currently has a License Agreement with Southern California Edison (hereinafter referred to as "SCE") for a two and one-half acre parcel located south of Atlanta Avenue and adjacent to the Santa Ana River, with the knowledge and consent by SCE that the City will use such property as a community garden, and City wishes to accommodate the community's desire for a community garden in Huntington Beach, and

Huntington Beach Community Garden (HBCG) wishes to enter into an agreement with City to manage a community garden.

NOW, THEREFORE, for and in consideration of the promises and covenants contained in this agreement and intending to be legally bound, the parties covenant and agree as follows:

SECTION 1 TERM

This MOU will become effective on the date it is approved by the City Council of the City and shall remain in effect through November 30, 2025. Should the agreement between the City and SCE terminate at any time, this MOU shall terminate as well and become invalid, except with respect to any obligations, hereunder, which are to be performed thereafter. Upon mutual written consent of the parties, this Agreement may be extended for an additional five (5) year term. Both parties agree to provide notification of their intent to a term extension no later than ninety (90) days prior to the end of the term

of the Agreement. Written consent by the City shall mean the City Manager or his or her designee.

SECTION 2 OBLIGATIONS OF CITY

The obligations of City pursuant to this Agreement will be as follows:

- City will work with HBCG to provide a single water connection to the property.
- City will assist HBCG by providing a reasonable amount of in-house printing and inclusion on the City's webpage.
- City will allow HBCG to disseminate flyers at community facilities, such as recreation centers, libraries, and City Hall.
- City will assist HBCG by providing Facilities for meeting at a Community Services facility, such as a recreation center as available, with no rental fee (direct staff costs only), for HBCG general membership meetings.
- City will fund the License Agreement with SCE for use of the specified property, provided budgetary conditions allow (Exhibit A).
- If City becomes unable or unwilling to maintain the License Agreement with SCE and HBCG chooses not to pay said fee, or if SCE terminates or chooses not to renew its License Agreement with the City, HBCG accepts responsibility to vacate the site, and at its sole expense, return it to its original condition or condition requested by SCE, within 30 days (per SCE License Agreement with City).
- City will allow HBCG on-site distribution of information relating to the Garden operations and at appropriate City sponsored events with requests submitted in writing to City.
- City liaison will be designated by the City's Director of Community Services, and any change in that person will be noticed to HBCG in writing.
- City will provide to HBCG a copy of all applicable land use regulations, City codes, and all SCE codes upon execution of the agreement.
- City may work with HBCG to locate other properties for community garden(s) within the City and with the understanding that the City has financial constraints

and no obligation to enter into additional license or lease agreements for such use.

- City shall assist HBCG by posting City directional signs to garden site at no expense to HBCG.

SECTION 3 OBLIGATIONS OF HBCG

The obligations of HBCG will be as follows:

- HBCG will provide copy of by-laws (Attachment 1) to City, and update City when changes are made.
- HBCG will provide written rules and regulations (Attachment 2) specifying the procedure by which plots are assigned for approval of the City. Assignment of the plots will comply with all nondiscriminatory laws and practices.
- HBCG will be solely responsible for preparing an updated layout or master plan (Attachment 3) including access ways as required by SCE, location of plots, etc., for approval by SCE and City. HBCG will be responsible for securing prior written approval from City and SCE regarding any changes to the layout or master plan.
- HBCG will be solely responsible for the purchase, construction, installation and maintenance of all amenities including but not limited to storage units, demonstration plots, benches, trashcans, drinking fountains and bulletin boards.
- HBCG will be responsible for complying with all applicable land use regulations, City codes, and all SCE codes and regulations for operation of the community garden.
- HBCG will comply with all City ordinances, including City's noise ordinance, Huntington Beach Municipal Code, Chapter 8.40.
- HBCG will be responsible for all maintenance of property, including maintenance of any vacant or unused plots within the property.
- HBCG will be responsible for handling enforcement of all rules and regulations, including complaints and any conflict resolution per the rules and regulations established in HBCG Bylaws.

- HBCG will provide City with an annual accounting of member fees, proof of 501(c)3 status, proof of insurance to meet City requirements, list of Board of Directors, and name and phone number of at least two contact people as designated by HBCG Board of Directors who will be the liaisons to City.
- Should City or SCE, at any time, wish to cancel and/or not renew the license for the property with the City, HBCG will be responsible for returning the site to its original condition or the standards set forth by SCE, within thirty (30) days of written Notice by City or SCE.
- HBCG will post bond of \$1,000 with the City, to be returned at termination of this Agreement.
- HBCG will maintain in good operating condition perimeter fencing around the property including entry gates.
- HBCG shall be responsible for securing the gate so that the facility is locked. Open hours are to be mutually agreed to by City and HBCG and posted on site.
- HBCG may only use fertilizer, pesticide, fungicide, herbicide, etc. that comply with all current standards, in accordance with Federal, State, County, City regulations.
- HBCG will be responsible for any adverse effects or damaged caused by its members, vendors, or any material or equipment used within the site. Additionally, HBCG will be responsible for maintaining to a safe standard, all equipment, supplies, fencing, irrigation, etc., used within the facility.
- HBCG will be responsible for all water usage fees or other charges related to use of the property with the exception of the annual rental fee for SCE.
- HBCG agrees to utilize best management practices (BMP's) for water use.
- HBCG will insure that vehicles will only be permitted on the property for temporary use as necessary to deliver materials or equipment. Vehicle parking will be limited to designated spaces as identified in the approved layout/master plan.
- HBCG must receive City consent such as a Temporary Use Permit and/or a Specific Event Permit that may be required to conduct any non-gardening event

such as fundraising, sales, and festivals. Certain events may be regulated or prohibited by City land use code or policy.

SECTION 4 ACCESS TO CITY MARKS AND LOGOS

HBCG shall have the right to use the official Huntington Beach City logo, surfboard logo, and City's "Surf City Huntington Beach" trademark with the prior written approval of City's Director of Community Services for using any of these logos or trademark, which approval shall be at the sole discretion of the Director. Note: The surfboard logo is not the property of the City. Neither logo will be used by HBCG for commercial purposes.

SECTION 5 HOLD HARMLESS

HBCG shall protect, defend, indemnify and hold harmless City, its officers, officials, employees, and agents from and against any and all liability, loss, damage, expenses, costs (including without limitation, costs and fees of litigation of every nature) arising out of or in connection with performance of this MOU or its failure to comply with any of its obligations contained in this MOU except such loss or damage which was caused by the sole negligence or willful misconduct of City.

SECTION 6 WORKERS COMPENSATION INSURANCE

Pursuant to California Labor Code Section 1861, HBCG acknowledges awareness of Section 3700 *et seq* of said Code, which requires every employer to be insured against liability for workers' compensation, HBCG covenants, that it will comply with such provisions prior to commencing performance of the work hereunder HBCG shall maintain worker's compensation insurance in an amount of not less than One Hundred Thousand Dollars (\$100,000) bodily injury by accident, each occurrence, One Hundred Thousand Dollars (\$100,000) bodily injury by disease, each employee, Two Hundred Fifty Thousand Dollars (\$250,000) bodily injury by disease, policy limit HBCG shall require all subcontractors to provide such workers' compensation insurance for all of the subcontractors' employees HBCG shall furnish to City a certificate of waiver of subrogation under the terms of the worker's compensation insurance and HBCG shall similarly require all subcontractors to waive subrogation

SECTION 7 GENERAL LIABILITY INSURANCE

In addition to the Workers' Compensation insurance and HBCG's covenant to indemnify City, HBCG shall obtain and furnish to City, a policy of general public liability insurance, including motor vehicle coverage. Said policy shall indemnify HBCG, its officers, agents and employees, while acting within the scope of their duties, against any and all claims arising out of or in connection with this Agreement, and shall provide coverage in not less than the following amounts combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability of \$1,000,000 per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than \$1,000,000. Said policy shall name City, its agents, its officers, employees and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable shall be deemed excess coverage and that HBCG insurance shall be primary. Under no circumstances shall the above-mentioned insurance contain a self-insured retention, or a "deductible" or any other similar form of limitation on the required coverage.

SECTION 8 ASSIGNING AS BREACH

Neither party shall encumber, assign, or otherwise transfer this MOU, or any right or interest in this MOU, without the express written consent of the other party. A consent by a party to one assignment or transfer to another person shall not be deemed to be a consent to any subsequent assignment or transfer to another person. Any encumbrance, assignment or transfer, without the prior written consent of the other party, whether it be voluntary or involuntary, by operation of law or otherwise, is void and shall at the option of the other party, terminate this MOU.

SECTION 9 TERMS BINDING ON SUCCESSORS

All the terms, covenants and conditions of this MOU shall inure to the benefit of and be binding upon the parties and their successors and assigns. The provisions of this

Section shall not be deemed as a waiver of any of the conditions against assignment hereinbefore set forth.

SECTION 10 CONFLICT OF INTEREST

HBCG shall employ no City official nor any regular City employee in the work performed pursuant to this MOU. No officer or employee of City shall have any financial interest in this MOU in violation of the applicable provisions of the California Government.

SECTION 11 PHOTOGRAPHY

City may grant permits to persons engaged in the production of still and motion pictures, television programs, advertising and related activities, to take photographs and/or motion pictures of HBCG activities. However, consistent with good safety practices, City will endeavor to give 24-hour advance notification of such activities to HBCG. In addition, if City receives compensation from such persons for such production within the community garden, City will grant 50% of such compensation to HBCG for support of HBCG garden related activities.

SECTION 12 NONDISCLOSURES/PRESS RELEASES

HBCG shall consult with City prior to issuing any press releases or otherwise making any public statements with respect to the MOU, the transactions contemplated herein, or matters arising herefrom.

SECTION 13 CUMULATIVE REMEDIES

The remedies given to the parties in this MOU shall not be cumulative and in addition to all remedies now or hereafter allowed by law or elsewhere provided in this MOU, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such breach or a waiver of any subsequent breach by HBCG either of the same or another provision of this MOU.

SECTION 14 FORCE MAJEURE — UNAVOIDABLE DELAYS

Should the performance of any act required by this MOU to be performed by either City or HBCG 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 will be extended for a period equivalent to the period of delay and performance of the act during the period of delay will be excused.

SECTION 15. NOTICE

Any written notice, given under the terms of this MOU, shall be either delivered personally or mailed, certified, mail, postage prepaid, addressed to the party concerned, as follows

CITY

Director of Community Services
City of Huntington Beach
2000 Main Street, P.O Box 190
Huntington Beach, CA 92648
Phone. (714) 536-5486

HBCG

Beach Community Garden HBCG
Attn: President, Anna Dreifus
P O Box 5891
Huntington Beach, CA 92615
Phone (714) 925-0780

If a party desires to change the address for notices set forth herein, said party will provide 30 days advance written notice to the other party of any such change.

SECTION 16 ATTORNEY'S FEES

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

SECTION 17 CONTROLLING LAW AND VENUE

The right and liabilities of the parties, and the interpretation and construction of this MOU, shall be determined in accordance with the laws of the State of California. Any controversy arising out of or under this MOU, if litigated, shall be adjudicated in a court of competent jurisdiction in Orange County, California

SECTION 18 SECTION TITLES

The section titles in this MOU are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of intent of this MOU or in any way affect this MOU.

SECTION 19 TIME OF ESSENCE

Time is of the essence with respect to all provisions of this MOU in which a definite time for performance is specified including, but not limited to, the expiration of this MOU.

SECTION 20 SURVIVAL OF INDEMNITIES

Termination of this MOU shall not affect the right of the City to enforce any and all indemnities given or made by HBCG under this MOU, nor shall it affect any provisions of this MOU that expressly states that the provision shall survive termination thereof.

SECTION 21 NONLIABILITY OF CITY OFFICIAL, EMPLOYEES OR AGENTS

No elective or appointed City or City affiliated board, commission or member thereof, or officer, official, employee or agent of City shall be personally liable to HBCG, its successors and assigns, of any default or breach by City under this MOU or for any amount which may become due to HBCG, its successors and assigns, under this MOU or for any obligation of City under this MOU.

SECTION 22 TERMINATION

This MOU may be terminated by either party with or without cause upon thirty (30) day notice in writing.

SECTION 23 MOU IN WRITING

This MOU contains and embraces the entire agreement between the parties hereto and neither it nor any part of it may be changed, altered, modified, limited or extended orally or by any other agreement between parties unless such agreement be expressed in writing, signed and acknowledged by City and HBCG, or their successors in interest.

SECTION 24 PARTIAL INVALIDITY

Should any provision of the MOU be held by a court of competent jurisdiction to be either invalid, void, or unenforceable, the remaining provisions of this MOU shall remain in full force and affect unimpaired by the holding, so long as the reasonable expectations of the parties hereto are not materially impaired.

SECTION 25 MOU IN COUNTERPARTS

This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same document.

SECTION 26 NO TITLE INTEREST

No title interest of any kind is hereby given and HBCG shall never assert any claim or title to the community garden or any other public property. Use of community garden by HBCG is non-exclusive, and community garden shall at all times during its operating hours remain open for use by the public.

SECTION 27 ENTIRETY

The foregoing sets forth the entire agreement between the parties.

(this space left intentionally blank)

IN WITNESS WHEREOF, the parties hereto have caused this MOU to be executed by and through their authorized officers the day, month and year first above written.

HUNTINGTON BEACH COMMUNITY
GARDEN HBCG

By Anna Dreifus

Anna Dreifus

Print Name

ITS (circle one) Chair/President/
Vice President

AND

By H. Amy

Pam CHAPMAN

Print Name

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

REVIEWED AND APPROVED

City Manager

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

Mayor

ATTEST

City Clerk

APPROVED AS TO FORM

Min Ujlate
City Attorney

INITIATED AND APPROVED

Cef
Director of Community Services

LICENSE AGREEMENT BETWEEN
SOUTHERN CALIFORNIA EDISON AND THE CITY OF HUNTINGTON BEACH

EXHIBIT A

CITY OF HUNTINGTON BEACH

L I C E N S E A G R E E M E N T
I N D E X O F A R T I C L E S

1. USE
2. TERM
3. CONSIDERATION
4. INSURANCE
5. LICENSOR'S USE OF THE PROPERTY
6. LICENSEE'S IMPROVEMENTS
7. LICENSEE'S PERSONAL PROPERTY
8. HEIGHT LIMITATIONS AND VERTICAL CLEARANCES
9. ACCESS AND CLEARANCES
10. PARKING
11. WEEDS, BRUSH, RUBBISH AND DEBRIS (WEED ABATEMENT)
12. FLAMMABLES, WASTE AND NUISANCES
13. PESTICIDES AND HERBICIDES
14. HAZARDOUS WASTE
15. SIGNS
16. FENCING AND EXISTING FIXTURES
17. PARKWAYS AND LANDSCAPING
18. IRRIGATION EQUIPMENT
19. UNDERGROUND TANKS
20. UNDERGROUND FACILITIES
21. UTILITIES
22. TAXES, ASSESSMENTS AND LIENS
23. EXPENSE
24. ASSIGNMENTS
25. COMPLIANCE WITH LAW
26. GOVERNING LAW
27. INDEMNIFICATION
28. TERMINATION
29. EVENTS OF DEFAULT
30. REMEDIES
31. LICENSEE'S PERSONAL PROPERTY UPON TERMINATION OR EXPIRATION
32. LIMITATION OF LIABILITY
33. NON-POSSESSORY INTEREST
34. WAIVER
35. AUTHORITY
36. ELECTRIC AND MAGNETIC FIELDS

Initial (MM) / (JP / JP)
Licensor / Licensee

37. INDUCED VOLTAGES

38. NOTICES

39. RECORDING

40. COMPLETE AGREEMENT

41. SIGNATURE AUTHORITY

42. SURVIVAL

APPENDIX: GUIDELINES FOR STANDARD LICENSEE IMPROVEMENTS

ADDENDUM(S)

PARK USE

TREES/LANDSCAPING

Initial (AM) / (ZK)
Licensor / Licensee

LICENSE AGREEMENT

THIS AGREEMENT between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation organized under the laws of the State of California, called "Licensor", and CITY OF HUNTINGTON BEACH, called "Licensee";

WITNESSETH: That Licensor, for and in consideration of the faithful performance by Licensee of the terms, covenants and agreements hereinafter set forth to be kept and performed by Licensee, does hereby give to Licensee the license to use that certain real property solely for the purpose hereinafter specified, upon and subject to the terms, reservations, covenants and conditions hereinafter set forth, hereinafter designated as "Property" on the Exhibit "A" attached hereto and made a part hereof, being all of Assessor's Parcel Number 149-131-02, situated in the City of Huntington Beach, County of Orange, State of California, subject to any and all covenants, restrictions, reservations, exceptions, rights and easements, whether or not of record.

Acknowledgment of License and Disclaimer of Tenancy

Licensee acknowledges and agrees that the License constitutes a limited, revocable, non-possessory, personal and non-assignable privilege to use the Property solely for those permitted uses and activities expressly identified in the Agreement (the "License Privilege"). Licensee further acknowledges and agrees that:

- The consideration paid by Licensee pursuant to Article 3 of the Agreement is consistent with the value of the rights comprising the License Privilege; the consideration is *not* consistent with the higher market value for a greater right, privilege or interest (such as a lease) in the Property or similarly situated parcels.
- Licensee is not a tenant or lessee of Licensor and holds no rights of tenancy or leasehold in relation to the Property.
- The Agreement and/or any prior and/or future acts or omissions of Licensor shall not create (or be construed as creating) a leasehold, tenancy or any other interest in the Property.
- Licensor may terminate the License and revoke the License Privilege at any time, subject, if applicable, to a notice period agreed upon by the parties, as more particularly set forth in the Agreement.
- In consideration of Licensor's grant of the License, Licensee specifically and expressly waives, releases and relinquishes any and all right(s) to assert any claim of right, privilege or interest in the Property other than the License.
- Licensee further acknowledges and agrees that without the representations and agreements set forth herein, Licensor would not enter into the Agreement.

Initial (JM) / (Z/F)
Licensor / Licensee

1. Use: Licensee will use the Property for horticulture purposes only. Licensor makes no representation, covenant, warranty or promise that the Property, and any fixtures thereon, are fit or suitable for any particular use, including the use for which this Agreement is made and Licensee is not relying on any such representation, covenant, warranty or promise. Licensee's use of the property for any other purpose and/or failure to utilize the Property in accordance with this License as determined by the Licensor in its sole discretion will be deemed a material default and grounds for immediate termination of this Agreement in accordance with Articles 28 and/or 30.

2. Term: Unless otherwise terminated as provided herein, this Agreement will be in effect for a term of five (5) years commencing on the first day of December, 2020 and ending on the last day of November, 2025. Licensee acknowledges that this Agreement does not entitle Licensee to any subsequent agreement, for any reason whatsoever, regardless of the use Licensee makes of the Property, the improvements Licensee places on or makes to the Property, or for any other reason.

3. Consideration: Licensee will pay to Licensor the sum of Seven Hundred Sixteen and 43/100 Dollars (\$716.43) upon the execution and delivery of this Agreement with subsequent annual payments. Payment to Licensor must be in the form of a check or money order payable to Southern California Edison Company. No cash payments will be accepted by Licensor. Payment schedule:

Year	Term	Yearly Amount	Payment Due First Day Of
First Year	2020	\$716.43	December
Second Year	2021	\$737.92	December
Third Year	2022	\$760.06	December
Fourth Year	2023	\$782.86	December
Fifth Year	2024	\$806.34	December

All accounts not paid by the agreed upon due date may be subject to a late fee of up to 20% of the amount that was due on the date.

All payments subsequent to the initial payment will be paid to the Southern California Edison Company, Post Office Box 800 Rosemead, California, 91770, and Attention: Corporate Accounting Department – Accounts Receivable.

4. Insurance: During the term of this Agreement, Licensee shall maintain the following insurance:

- (a) Workers' Compensation with statutory limits, under the laws of the State of California and Employer's Liability with limits of not less than \$1,000,000.00 each accident, disease/each employee, and disease/policy limit. Licensee shall require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.
- (b) Commercial General Liability Insurance, including contractual liability and products liability, with limits not less than \$1,000,000.00 per occurrence and \$1,000,000.00 in the aggregate. Such insurance shall: (i) name Licensor, its officers, agents and employees

Initial () / ()
Licensor/Licensee

as additional insureds, but only for Licensee's negligent acts or omissions; (ii) contain separation of insureds or cross-liability clause, and (iii) require its insurer to waive all rights of subrogation against Licensor, its officers, agents and employees, except for any liability resulting from the willful or grossly negligent acts of the Licensor.

- (c) Commercial Automobile Liability insurance with a combined single limit of \$1,000,000.00. Such insurance shall cover the use of owned, non-owned and hired vehicles on the Property.
- (d) Self - Insurance: Licensee may self-insure all of the insurance requirements above if they belong to an approved Secondary Use Category and the self-insurance is maintained under a self-insurance program reasonably satisfactory to Licensor. Horticulture use is an approved Secondary Use Category; Licensee may submit written verification of self-insurance to meet the above insurance requirements.

The failure to maintain such insurance may be deemed by Licensor a material default of this Agreement and grounds for immediate termination pursuant to Articles 28 and/or 30. Licensee shall provide Licensor with proof of such insurance by submission of certificates of insurance, pursuant to Article 38 "Notices", at least ten days prior to the effective date of this Agreement, and thereafter at least ten days prior to each insurance renewal date. Licensee must provide Licensor at least thirty (30) days notice before any such insurance will be canceled, allowed to expire, or materially reduced. However, in the event insurance is canceled for the non-payment of a premium, Licensee must provide to Licensor at least ten (10) days' prior written notice before the effective date of cancellation. The required insurance policies shall be maintained with insurers reasonably satisfactory to Licensor, and shall be primary and non-contributory with any insurance or self-insurance maintained by Licensor.

5. Licensor's Use of the Property: Licensee agrees that Licensor, its successors and assigns, have the right to enter the Property, at all times, for any purpose, and the right to conduct any activity on the Property. Exercise of these rights by Licensor, its successors and assigns, will not result in compensation to Licensee for any damages whatsoever to personal property, structures, and/or crops located on the Property, nor shall Licensee be entitled to any compensation for any loss of use of the Property or a portion thereof, and/or any related damages, as a result of Licensor's activities under this Article.

6. Licensee's Improvements: Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, - identifying all existing and proposed improvements, a minimum of sixty (60) days prior to making any use of the Property. Licensee's conceptual plans for proposed improvements shall be developed in accordance with the guidelines contained in the Appendix to this License. It is understood and agreed that the general guidelines contained in the Appendix are intended to provide a framework for the development of conceptual plans only; and that Licensor may modify or add to the conditions contained in the Appendix hereto, based on individual site characteristics, Licensor's existing or potential operating needs or Licensee's proposed use(s). Licensee must submit, for Licensor's prior written approval plans for any modifications to such improvements. Written approval may be modified and/or rescinded by Licensor for any reason whatsoever.

To the extent Licensor reviews and/or approves any improvement plans, Licensor is doing so only for purposes of determining whether said improvements are compatible with Licensor's use of the Property. Under no circumstances shall such review and/or approval be construed as a warranty, representation,

Initial 
Licensor/Licensee

or promise that the Property is fit for the proposed improvements, or that said improvements comply with any applicable city, state, or county building requirements, other legal requirements, or the generally accepted standard of care.

At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without compensation from Licensor. Licensor is not required, at any time, to make any repairs, improvements, alterations, changes or additions of any nature whatsoever to the Property and/or any fixtures thereon. Licensee expressly acknowledges that any expenditures or improvements will in no way alter Licensor's right to terminate in accordance with Articles 28, and/or 30.

7. Licensee's Personal Property: (i) Licensor grants Licensee permission to place Licensee's personal property on the Property consistent with the use identified in Article 1 and other terms of this Agreement. Such permission granted by Licensor shall be revoked upon the earlier of the termination or expiration of this Agreement. All equipment and other property brought, placed or erected on the Property by Licensee shall be and remain the property of Licensee, except as otherwise set forth herein. Licensee shall be responsible for any damage to the Property and/or Licensor's personal property arising out of Licensee's activities on the Property, including its use and/or removal of Licensee's personal property. Licensee further acknowledges and agrees that Licensor is not responsible for Licensee's personal property during the effectiveness of this Agreement, or upon termination or expiration. Licensor further assumes no duty or obligation to maintain or secure Licensee's personal property at any time.

(ii) Unless as specifically provided for in an Addendum to this Agreement, Licensee shall not store on the Property, for a period longer than twenty-four (24) consecutive hours, any personal property owned by a non-party to this Agreement.

Licensee will defend and indemnify Licensor, its directors, officers, agents, subcontractors, and employees, and its successors and assigns, from any and all claims, loss, damage, actions, causes of action, expenses and/or liability arising from the storage of, damage to, and/or loss of use of such non-party's personal property.

8. Height Limitations and Vertical Clearances: Any equipment used by Licensee or its agents, employees or contractors, on and/or adjacent to the Property, will be used and operated so as to maintain minimum clearances from all overhead electrical conductors as designated in the table below:

Vehicle/ Equipment Vertical Clearance	
500 kV	35 feet
220 kV – 66kV	30 feet
<66kV (Distribution facilities)	25 feet
Telecom	18 feet

All trees and plants on the Property will be maintained by Licensee at a maximum height of fifteen (15) feet. If requested by Licensor, Licensee will remove, at Licensee's expense, any tree and/or other planting.

9. Access and Horizontal Clearances: Licensee will provide Licensor with adequate access to all of Licensor's facilities on the Property and at no time will there be any interference with the free

Initial (DM) / (JK)
Licensor/Licensee

movement of Licensor's equipment, personnel, and materials over the Property. Licensor may require Licensee to provide and maintain access roads within the Property, at a minimum usable width of sixteen (16) feet, with commercial driveway aprons and curb depressions capable of supporting a gross load of forty (40) tons on a three-axle vehicle. The minimum width of all roads shall be increased on curves by a distance equal to 400/inside radius of curvature. All curves shall have a radius of not less than 50 feet measured at the inside edge of the usable road surface. Unless otherwise specified in writing by Licensor, Licensee will make no use of the area directly underneath Licensor's towers and will maintain the following minimum clearances:

- a. A 50-foot-radius around suspension tower legs, H-Frames and poles and 100-foot radius around dead-end tower legs, H-Frames and poles.
- b. A 25-foot-radius around all other poles.

NOTE: Additional clearance may be required by Licensor for structures.

10. Parking: Licensee will not park, store, repair or refuel any motor vehicles or allow parking, storage, repairing or refueling of any motor vehicles on the Property unless specifically approved in a writing executed by Licensor.

11. Weeds, Brush, Rubbish and Debris (Weed Abatement): Licensee will keep the Property clean, free from weeds, brush, rubbish and debris and in a condition satisfactory to Licensor.

12. Flammables, Waste and Nuisances: Unless permitted by Licensor in writing, Licensee will not, or allow others, to place, use, or store any flammable or combustible materials or waste materials on the Property or commit any waste or damage to the Property or allow any to be done. Licensee will be responsible for the control of and will be liable for any damage or disturbance, caused by any trespasser, dust, odor, flammable or waste materials, noise or other nuisance disturbances. Licensee will not permit dogs on the Property.

13. Pesticides and Herbicides: Any pesticide or herbicide applications and disposals will be made in accordance with all Federal, State, County and local laws. Licensee will dispose of all pesticides, herbicides and any other toxic substances declared to be either a health or environmental hazard, and all materials contaminated by such substances, including but not limited to, containers, clothing and equipment, in the manner prescribed by law.

14. Hazardous Waste: Licensee will not engage in, or permit any other party to engage in, any activity on the Property that violates federal, state or local laws, rules or regulations pertaining to hazardous, toxic or infectious materials and/or waste. Licensee will indemnify and hold Licensor, its directors, officers, agents and employees, and its successors and assigns, harmless from all claims, loss, damage, actions, causes of action, expenses and/or liability arising from leaks of, spills of, and/or contamination by or from hazardous materials as defined by applicable laws or regulations, which may occur during and after the Agreement term, and are attributable to the actions of, or failure to act by, Licensee or any person claiming under Licensee.

15. Signs: Licensee must obtain written approval from Licensor prior to the construction or placement of any sign, signboard or other form of outdoor advertising. Licensee shall within three (3) days from the date on which the Licensee learns of the graffiti remove any signs containing graffiti or shall otherwise remove such graffiti from the signs in a manner reasonably acceptable to Licensor. Notwithstanding any other language in this Article, Licensee shall not advertise on any sign any product,

Initial (AM) / (JK)
Licensor/Licensee

service, or good which is (i) not directly related to Licensee's use of the Property, (ii) offensive to the public, or (iii) which Licensor, in its reasonable discretion, deems objectionable.

16. Fencing and Existing Fixtures: Licensor disclaims any and all express or implied warranties for any fencing and/or other fixtures affixed to the Property, and further disclaims any liability arising from any disrepair of the same. Licensee may install fencing on the Property with prior written approval from Licensor. Such fencing will include double drive gates, in locations specified by Licensor, a minimum of twenty (20) feet in width, and designed to accommodate separate Licensor and Licensee locks. Licensee will maintain and repair all fencing and other fixtures affixed to the Property, including any grounding of the same as deemed necessary by Licensor, in a manner acceptable to Licensor. Grounding plans must be prepared and stamped by a licensed electrical engineer and submitted to Licensor.

17. Parkways and Landscaping: Licensee will keep parkway and sidewalk areas adjacent to the Property free of weeds, brush, rubbish and debris. Licensee will maintain parkways on the Property and provide landscaping that is compatible with adjoining properties and that is satisfactory to Licensor.

18. Irrigation Equipment: Any irrigation equipment located on the Property prior to the commencement of this Agreement, including but not limited to pipelines, well pumping equipment and other structures, is the property of Licensor and will remain on and be surrendered with the Property upon termination of this Agreement. Should Licensee desire to use the irrigation equipment, Licensee will maintain, operate, repair and replace, if necessary, all irrigation equipment at its own expense.

19. Underground and Above-Ground Tanks: Licensee will not install underground or above-ground storage tanks, as defined by any and all applicable laws or regulations, without Licensor's prior written approval.

20. Underground Facilities: Any underground facilities must be approved by Licensor pursuant to Article 6. Licensee must contact Dig Alert and comply with the applicable processes, policies and/or procedures of Dig Alert, prior to any underground installation. Any underground facilities installed or maintained by Licensee on the Property must have a minimum cover of three feet from the top of the facility and be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle. Licensee will compact any earth excavated to a compaction of ninety percent (90%). Licensee will relocate its facilities at its own expense so as not to interfere with Licensor's proposed facilities.

21. Utilities: Licensee will pay all charges and assessments for, or in connection with, water, electric current or other utilities which may be furnished to or used on the Property.

22. Taxes, Assessments and Liens: Licensee will pay all taxes and assessments which may be levied upon any crops, personal property, and improvements, including but not limited to, buildings, structures, and fixtures on the Property. Licensee will keep the Property free from all liens, including but not limited to, mechanics liens and encumbrances by use or occupancy by Licensee, or any person claiming under Licensee. If Licensee fails to pay the above-mentioned taxes, assessments or liens when due, Licensor may pay the same and charge the amount to the Licensee. All accounts not paid within thirty (30) days of the agreed upon due date will be charged a "late fee" on all amounts outstanding up to the maximum rate allowed by law.

23. Expense: Licensee will perform and pay all obligations of Licensee under this Agreement. All matters or things required by Licensee will be performed and paid for at the sole cost and expense of

Initial (AM) / (JK)
Licensor/Licensee

Licensee, without obligation by Licensor to make payment or incur cost or expense for any such matters or things.

24. Assignments: This Agreement is personal to Licensee, and Licensee will not assign, transfer or sell this Agreement 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.

25. Compliance with Law: Licensee will comply with all applicable federal, state, county and local laws, all covenants, conditions and restrictions of record and all applicable ordinances, zoning restrictions, rules, regulations, orders and any requirements of any duly constituted public authorities now or hereafter in any manner affecting the Property or the streets and ways adjacent thereto. Licensee will obtain all permits and other governmental approvals required in connection with Licensee's activities hereunder. Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or resulting from any violation of this provision.

26. Governing Law: The existence, validity, construction, operation and effect of this Agreement and all of its terms and provisions will be determined in accordance with the laws of the State of California.

27. Indemnification: Licensee shall hold harmless, defend and indemnify Licensor, its officers, agents and employees, and its successors and assigns, from and against all claims, loss, damage, actions, causes of actions, expense and/or liability arising from or growing out of loss or damage to property, including that of Licensor, or injury to or death of persons, including employees of Licensor resulting in any manner whatsoever, directly or indirectly, by reason of this Agreement or the use or occupancy of the Property by Licensee or any person claiming under Licensee.

28. Termination: Licensor or Licensee may terminate this Agreement, at any time, for any reason, upon thirty (30) days notice in writing. Additionally, Licensor may immediately terminate this Agreement pursuant to Article 30. Termination does not release Licensee from any liability or obligation (indemnity or otherwise) which Licensee may have incurred. Upon termination, Licensor may immediately recover from Licensee all amounts due and owing hereunder, plus interest at the maximum rate permitted by law on such amounts until paid, as well as any other amount necessary to compensate Licensor for all the detriment proximately caused by Licensee's failure to perform its obligations under this Agreement. Licensee's continued presence after termination shall be deemed a trespass. In the event of a termination for any reason other than non-payment of the License fee, Licensor shall refund any previously collected/pre-paid License fees covering the unused portion of the remaining term, to the extent such fees exceed any offset claimed by Licensor under the Agreement.

29. Events of Default: In addition to material defaults otherwise described herein, the occurrence of any of the following shall constitute a material default and breach of this Agreement by Licensee:

- (a) Any failure by Licensee to pay the consideration due under Article 3, or to make any other payment required to be made by Licensee when due.
- (b) The abandonment or vacating of the Property by Licensee.

Initial


Licensor/Licensee

- (c) Any attempted assignment or subletting of this Agreement by Licensee in violation of Article 24.
- (d) The violation by Licensee of any resolution, ordinance, statute, code, regulation or other rule of any governmental agency for Licensee's activities under this Agreement.
- (e) Any attempt to exclude Licensor from the licensed premises.
- (f) The making by Licensee of any general assignment for the benefit of creditors; the appointment of a receiver to take possession of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder where possession is not restored to Licensee within five (5) days; the attachment, execution or other judicial seizure of substantially all of Licensee's assets located on the Property or of Licensee's privileges hereunder, where such seizure is not discharged within five (5) days.
- (g) Any case, proceeding or other action brought against Licensee seeking any of the relief mentioned in "clause f" of this Article which has not been stayed or dismissed within thirty (30) days after the commencement thereof.
- (h) Any claim by Licensee that it has a possessory interest and/or irrevocable license in the Property.
- (i) With respect to items not otherwise listed in Article 29.a-h, the failure by Licensee to observe and perform any other provision of this Agreement to be observed or performed by Licensee. Licensor shall provide written notice of such failure and Licensee shall be considered in material default where such failure continues for a total of ten (10) or more consecutive days from the date of the notice. Further, with respect to items not otherwise listed in Article 29.a-h, Licensee shall be considered in material default should Licensee fail to observe or perform any other provision of this Agreement for more than fifteen (15) days during the entire Term of the Agreement in the aggregate, after Licensor provides an initial written notice of such failure. After providing initial notice under this provision, Licensor will not be required to provide any subsequent notice of breach of this Agreement.

30. Remedies: Notwithstanding the notice requirement in Article 28, in the event of any material default by Licensee, then in addition to any other remedies available to Licensor at law or in equity, Licensor shall have the option to immediately terminate this Agreement and all rights of Licensee hereunder by giving written notice of such immediate termination to Licensee.

31. Licensee's Personal Property Upon Termination or Expiration: In the event that this Agreement is terminated, whether termination is effected pursuant to Article 28 and/or 30, or in the event this Agreement expires pursuant to Article 2, Licensee shall, at Licensee's sole cost and expense and prior to the earlier of the effective termination date or expiration date, remove all weeds, debris, and waste from the Property and peaceably quit, surrender and restore the licensed Property to the condition it was in prior to the Licensee's use of the Property, in a manner satisfactory to Licensor.

If Licensee fails or refuses to remove any of Licensee's personal property, building(s), fixture(s) or structure(s) from the Property prior to the earlier of the termination date or expiration date, said personal property, building(s), fixture(s) or structure(s) shall be deemed abandoned by the Licensee, and the

Initial /
Licensor / Licensee

Licensor shall have the right, but not the obligation, to remove, destroy, sell or otherwise dispose of them with no further notice to Licensee. Licensor shall not be required to seek and/or obtain judicial relief (including, but not limited to, the filing of an unlawful detainer action), nor shall Licensor be responsible for the value of Licensee's personal property.

Licensor shall have the right to charge and recover from Licensee all costs and expenses incurred by Licensor related to (i) the removal, disposal or sale of Licensee's personal property, building(s), fixture(s) or structure(s), (ii), the removal of any waste, weeds, or debris on the Property, (iii) environmental studies and environmental remediation and/or cleanup attributable to Licensee's use of the Property, and (iv) the restoration of the Property to the condition it was in prior to Licensor's initial use of the Property. Licensee agrees to pay such expenses to Licensor upon demand.

32. Limitation of Liability:

IN ORDER FOR LICENSEE TO OBTAIN THE BENEFIT OF THE FEE IDENTIFIED IN ARTICLE 3, WHICH INCLUDES A LESSER ALLOWANCE FOR RISK FUNDING FOR LICENSOR, LICENSEE AGREES TO LIMIT LICENSOR'S LIABILITY PURSUANT TO THIS AGREEMENT. AS SUCH, IF LICENSEE IS ENTITLED TO ANY RELIEF FOR LICENSOR'S NEGLIGENCE, INCLUDING GROSS NEGLIGENCE, FOR DAMAGE OR DESTRUCTION OF LICENSEE'S PERSONAL PROPERTY, BUILDING(S), STRUCTURE(S) OR FIXTURE(S) AFTER THE TERMINATION OR EXPIRATION OF THIS AGREEMENT, THE TOTAL LIABILITY OF LICENSOR SHALL NOT EXCEED THE TOTAL FEES ACTUALLY PAID BY LICENSEE TO LICENSOR DURING THE TERM OF THIS AGREEMENT.

FURTHER, IN NO EVENT SHALL LICENSOR BE LIABLE UNDER ANY CIRCUMSTANCES FOR INJURY OR DAMAGE TO LICENSEE'S BUSINESS, IF ANY, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF RENTS OR OTHER EVENTS, LOSS OF BUSINESS OPPORTUNITY, LOSS OF GOODWILL OR LOSS OF USE, IN EACH CASE, HOWEVER OCCURRING, RELATED TO THIS AGREEMENT.

33. Non-Possessory Interest: Licensor retains full possession of the Property and Licensee will not acquire any possessory interest, whether temporary, permanent, or otherwise by reason of this Agreement, or by the exercise of the permission given herein. Licensee will make no claim to any such interest and Licensee will not claim that it has or ever had an irrevocable license in the Property.

34. Waiver: Licensor shall not be deemed to waive any provision of this Agreement orally or by conduct. Any waiver by Licensor of any provision of this Agreement must be in a writing signed by Licensor. No waiver by Licensor of any provision shall be deemed a waiver of any other provision or of any subsequent breach by Licensee of the same or any other provision. Licensor's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Licensor's consent to or approval of any subsequent act by Licensee. Licensor's acceptance of payment after providing notice of termination to Licensee shall not constitute a waiver of Licensor's termination of the Agreement.

35. Authority: This Agreement is executed subject to General Order No. 69-C of the Public Utilities Commission of the State of California dated and effective July 10, 1985, incorporated by this reference. As set forth in General Order 69-C, this License is made conditional upon the right of the Licensor either on order of the Public Utilities Commission or on Grantor's own motion to resume the use of that property (including, but not limited to the removal of any obstructions) whenever, in the interest of Licensor's service to its patrons or consumers, it shall appear necessary or desirable to do so. Licensee agrees to comply with all federal, state and local laws and regulations. This Agreement should

Initial ) / ()
Licensor/Licensee

not be construed as a subordination of Licensor's rights, title and interest in and to its fee ownership, nor should this Agreement be construed as a waiver of any of the provisions contained in said License or a waiver of any costs of relocation of affected Licensor facilities.

36. Electric and Magnetic Fields ("EMF"): There are numerous sources of power frequency electric and magnetic field ("EMF"), including household or building wiring, electrical appliances and electric power transmission and distribution facilities. There have been numerous scientific studies about the potential health effects of EMF. Interest in a potential link between long-term exposures to EMF and certain diseases is based on this scientific research and public concerns.

While some 40 years of research have not established EMF as a health hazard, some health authorities have identified magnetic field exposures as a possible human carcinogen. Many of the questions about diseases have been successfully resolved due to an aggressive international research program. However, potentially important public health questions remain about whether there is a link between EMF exposures in homes or work and some diseases including childhood leukemia and a variety of other adult diseases (e.g. adult cancers and miscarriages). While scientific research is continuing on a wide range of questions relating to exposures at both work and in our communities, a quick resolution of the remaining scientific uncertainties is not expected.

Since Licensee plans to license or otherwise enter Licensor property that is in close proximity to Licensor electric facilities, Licensor wants to share with Licensee and those who may enter the property under this agreement, the information available about EMF. Accordingly, Licensor has attached to this document a brochure that explains some basic facts about EMF and that describes Licensor policy on EMF. Licensor also encourages Licensee to obtain other information as needed to assist in understanding the EMF regarding the planned use of this property.

37. Induced Voltages: Licensee hereby acknowledges that any structures (including, but not limited to, buildings, fences, light poles) that exist or may be constructed on the Property licensed herein, (hereinafter, the "Structures") in close proximity to one or more high voltage (66 kilovolt or above) electric transmission lines and/or substation facilities may be susceptible to induced voltages, static voltages and/or related electric fault conditions (hereinafter collectively referred to as "Induced Voltages") unless appropriate grounding or other mitigation measures are incorporated into the Structures. If not properly mitigated, Induced Voltages can cause a variety of safety and/or nuisance conditions including, but not limited to, electric shocks or other injuries to individuals contacting the Structures or other utilities connected to the Structures (including, but not limited to, natural gas lines, water lines or cable television lines), or interference with or damage to sensitive electronic equipment in or around the Structures. Measures to mitigate Induced Voltages, if required, will vary from case to case because of factors such as electric facility configuration and voltage, other utilities involved, or sensitivity of electronic equipment. Licensee will be responsible to determine what Induced Voltages mitigation measures should be undertaken regarding the Structures and to implement such mitigation measures at its sole cost and expense.

Licensee agrees for itself and for its contractors, agents, licensees, invitees, and employees, to save harmless and indemnify Licensor, its parent, subsidiaries and affiliated entities and their respective officers and employees against all claims, loss, damage, actions, causes of action, expenses and/or liability arising from or growing out of loss or damage to property, including Licensor's own personal property, or injury to or death of persons, including employees of Licensor caused by or resulting from or connected to Induced Voltages on or related to the Structures.

Initial  / 
Licensor/Licensee

38. Notices: All notices required to be given by either party will be made in writing and deposited in the United States mail, first class, postage prepaid, addressed as follows:

To Licensor: Southern California Edison Company
Geomatics, Land & Information Management
Land Management – Metro Region
2 Innovation Way
Pomona, CA 91768

To Licensee: City of Huntington Beach
2000 Main Street
Huntington Beach, CA 92648

Business Telephone No. (714) 536-5495

Notice will be deemed effective on the third calendar day after mailing. A party will immediately notify the other party in writing of any address change.

39. Recording: Licensee will not record this Agreement.

40. Complete Agreement: Licensor and Licensee acknowledge that the foregoing provisions and any appendix, addenda and exhibits attached hereto constitute the entire Agreement between the parties. This Agreement may not be modified, amended, contradicted, supplemented or altered in any way by any previous written or oral agreements or any subsequent oral agreements or unsigned written agreements. This Agreement may be modified or amended only by way of a writing executed by both parties.

41. Signature Authority: Each of the persons executing this Agreement warrants and represents that he or she has the full and complete authority to enter into this Agreement on behalf of the Party for which he or she is signing, and to bind said party to the agreements, covenants and terms contained herein.

42. Survival: Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.

(This space is left intentionally blank)

Initial (M) / (J)
Licensor / Licensee

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in duplicate.

LICENSOR:

SOUTHERN CALIFORNIA EDISON COMPANY


By 

ANDREW NICHIPORUK
Land Services Agent
Land Management – Metro Region
Geomatics, Land & Information Management

10/5/2020
Date

LICENSEE:


CITY OF HUNTINGTON BEACH

By 
City Manager

9/9/20
Date


By 
Director of Community Services

Date
By 
City Mayor

9/22/2020
Date
By 
City Attorney

Date

ATTESTED:


City Clerk
9/22/2020
Date

Initial () / ()
Licensor/Licensee

APPENDIX**Guidelines for Standard Licensee Improvements**

The following criteria are provided to aid in developing a conceptual plot plan to be submitted to Southern California Edison Company herein after referred to as "Licensor" for consideration and approval prior to the start of any construction on "Licensor" property.

Plans should be developed indicating the size and location of all planned improvements. The plan should specify the dimensions of all planned improvements and the distance of all planned improvements from property lines and all adjacent "Licensor" towers, poles, guy wires or other "Licensor" facilities.

The plan must show the locations of all "Licensor" towers and poles, 16-foot wide access roads, main water lines and water shut-off valves, electrical service lines and parking areas. All plans must indicate adjacent streets and include a "north arrow" and the Licensee's name.

SHADE STRUCTURES

(Definition: A non-flammable frame covered on the top with a material designed to provide shade to aid in growing plants)

1. Shade structures must maintain minimum spacing of 50 feet between shade structure locations, should be placed perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shade structures will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shade structures must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Shade covering must be non-flammable and manufactured with non-hydrocarbon materials.

Initial (M) / (J)
Licensor / Licensee

SHADEHOUSES/HOTHOUSES

*(Definition: A simple, non-flammable, enclosed structure designed to control temperature **without** the benefit of heating and/or air conditioning units to aid in propagating and/or growing plants)*

1. Shadehouses/hothouses must maintain minimum spacing of 50 feet between shadehouse/hothouse locations, should be placed in perpendicular to Licensor's overhead electrical conductors (wires) unless otherwise approved in writing by Licensor, and should not exceed maximum dimensions of:
 - a. 100 feet in length
 - b. 50 feet in width
 - c. 15 feet in height
2. Shadehouses/hothouses will not be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
3. Shadehouses/hothouses must utilize the following design:
 - a. Temporary/slip joint construction only
 - b. Non-flammable frame only
 - c. Adequately grounded by a licensed electrical engineer
 - d. Covering must be non-flammable and manufactured with non-hydrocarbon materials

GREENHOUSES

(Definition: An enclosed structure designed to control temperature and/or humidity by the use of heating and/or air conditioning units to aid in propagating and/or growing plants)
Greenhouses will be considered on a case-by-case basis.

IRRIGATION SYSTEMS / WELLS

1. Maximum diameter of pipe: 3 inches
2. All pipe must be plastic Schedule 40 or better
3. No irrigation system will be permitted within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 -foot radius around suspension tower legs, H-Frames and poles

Initial /
Licensor/Licensee

- c. 100-foot radius around dead-end tower legs, H-Frames and poles
- 4. Sprinkler and drip irrigation controllers must be located at the edge of the right of way
- 5. Suitable identification markers will be required on main controllers and valves
- 6. Locations of main shut off valve will be provided and shown on a plot plan
- 7. Underground facilities must have a minimum cover of three feet
- 8. Earth disturbed must be compacted to ninety percent (90%)

LANDSCAPING

- 1. No trees will be permitted under the overhead electrical conductors or within 20 feet of the "drip line" of the conductors
- 2. Trees must have slow to moderate growth, and must be of a variety that grows to a maximum height of only 40 feet and must be maintained by the Licensee at a height not to exceed 15 feet
- 3. Placement of large rocks (boulders) must be approved in writing by Licensor
- 4. Any mounds or change of grade must be approved in writing by Licensor
- 5. No cactus or thorny shrubs will be permitted
- 6. Retaining walls, planters, etc. may be considered on a case by case basis and must be approved in writing by Licensor

TRAILERS *(Definition: Removable / portable office modules are not permitted without Licensor's prior permission. Trailers must meet the following criteria to be considered: Trailers must meet the following criteria:*

- a. Must have axles and wheel and be able to be moved
 - b. Maximum length: 40 feet
 - c. Maximum height: 15 feet
 - d. Maximum width: 12 feet
2. No trailers will be permitted within the following areas reserved for Licensor's access:
- a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50-foot radius around suspension tower legs, H-Frames and poles
 - c. 100-foot radius around dead-end tower legs, H-Frames and poles
 - d. 25-foot radius around anchors/guy wires, poles and wood poles
 - e. Under or within 10 feet of the conductor "drip lines"

Initial ()/(/)
Licensor/Licensee

3. Sewer or gas lines to trailers must be approved in writing by Licensor
4. Location of all electrical and telephone lines must be approved in writing by Licensor
5. Electrical lines must be installed by a licensed -general contractor.
6. Trailers shall not be used for residential purposes
7. Toxic or flammable materials will not be permitted in trailers
8. Adequately grounded by a licensed -general contractor

PARKING AREAS

Parking areas should not be designed under the overhead electrical conductors or within 10 feet of the "drip lines" without Licensor's prior written approval. Parking spaces to be identified under the approved site plan. "No Parking" striping may be required in areas where additional clearance is required.

MATERIAL STORAGE

1. If an emergency occurs, Licensee must immediately relocate all materials specified by Licensor to provide Licensor clear access to its facilities.
2. Licensee must provide Licensor with a list of material stored on the right of way
3. No toxic or flammable materials will be permitted
4. No materials shall be stored within the following areas reserved for Licensor's access:
 - a. Within 2 feet from edge of 16-foot wide access roads
 - b. 50 - foot radius around suspension tower legs, H-Frames and poles
 - c. 100 - foot radius around dead-end tower legs, H-Frames and poles
 - d. 25 feet from anchors/guy wires, poles and wood poles
5. Storage of materials not to exceed a maximum height of 15 feet
6. No storage of gasoline, diesel or any other type of fuel will be permitted
7. Any fencing around the storage areas must have Licensor's prior written approval.

Initial (av) / (SL)
Licensor / Licensee

ADDENDUM**PARK USE**

- A. Licensee must obtain the prior written approval from Licensor for the installation of any improvements, including any subsequent modifications. Licensee will maintain all improvements in a safe condition satisfactory to Licensor.
- B. At any time, Licensor may require the removal, modification, or relocation of any portion of the improvements. Licensee will remove, modify, or relocate same, at its expense, to a location satisfactory to Licensor within sixty (60) days after receiving notice to remove, modify, or relocate from Licensor.
- C. Licensee must submit, for Licensor's prior written approval, complete improvement plans, including, but not limited to, grading, lighting, landscaping, grounding, and irrigation plans, that identify all existing and proposed improvements.
- D. At Licensee's expense, Licensee will post signs at all access points to the Property that read: "No Kite Flying, Model Airplanes, unmanned aerial vehicles (UAV's or Drones), or Metallic Balloons Permitted, High Voltage Wires Overhead."
- E. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "No Motorcycles, Motorbikes, Horseback Riding or Hunting Permitted."
- F. At Licensee's expense, Licensee will post signs at all access points of the Property that read: "Dogs are required to be on leash at all times."
- G. Licensee must close the park at any time Licensor deems it necessary for the safety of the general public or for maintenance of Licensor's facilities. If it is necessary to close the park for a period of more than three days, Licensee will notify the general public of the closure by posting at all access points to the property.
- H. At Licensee's expense, Licensee will install removable post-type barriers designed to accommodate Licensor's locks, to prevent unauthorized vehicular use or parking, including but not limited to, motorcycles, off-road vehicles, and "all-terrain" vehicles.
- I. Trespass discouragers shall be installed on Licensor's towers. The discourager installation will be performed by Licensor. Licensee shall pay Licensor in advance, for all Licensor's direct and indirect costs associated with the engineering, purchase, and installation of the discouragers. All towers shall be equipped with signs so worded as to warn the public of the danger of climbing the towers. Such signs shall be placed and arranged so that they may be read from the four corners of the structure. Such signs shall be neither less than 8 feet nor more than 20 feet above the ground except where the lowest horizontal member of the tower or structure is more than 20 feet above the ground in which case the sign shall be not more than 30 feet above the ground.
- J. Licensee must design and construct all walkways, underground sprinkler systems, lighting facilities, and drains to be capable of withstanding a gross load of forty (40) tons on a three-axle vehicle.

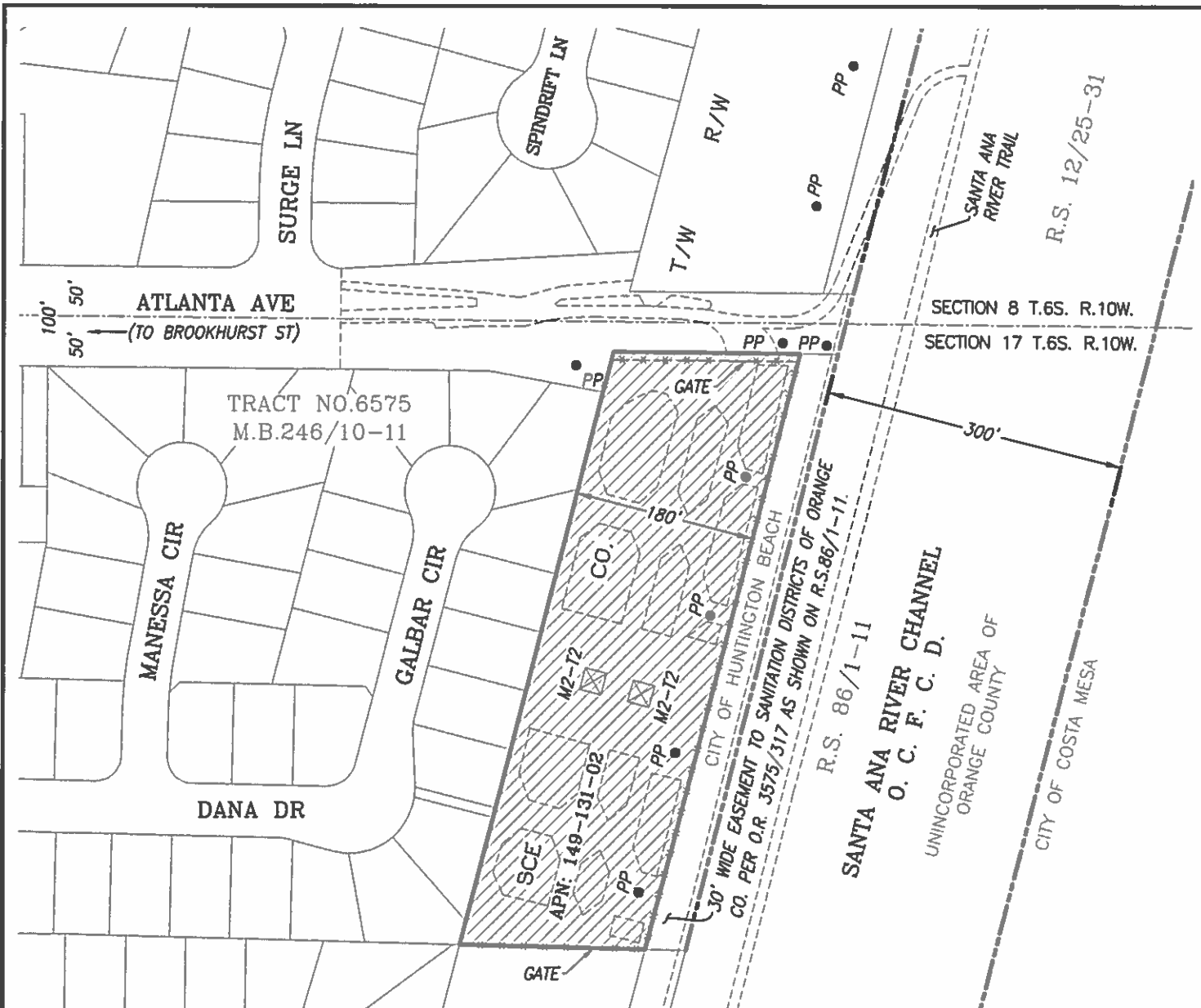
Initial (*ML*) / (*Y/L*)
Licensor / Licensee

A D D E N D U M

TREES/LANDSCAPING

- A. Existing landscaping improvements (trees, plants, and shrubs) have been inspected and approved by Licensor. This written approval may be modified and/or rescinded by Licensor for any reason whatsoever.
- B. At any time, Licensor may require Licensee to modify and/or remove any or all such previously approved improvements at Licensee's risk and expense and without any compensation from Licensor.
- C. Licensee agrees and accepts full responsibility for the maintenance and/or removal of all trees, plants, and shrubs (vegetation) located on the property. All costs associated with the maintenance and/or removal of trees/vegetation will be the sole burden of Licensee.
- D. Periodically, the Property will be inspected by Licensor, and upon determination that any tree/vegetation requires trimming or removal, Licensee will be notified by Licensor. Failure by Licensee to trim or remove said tree/vegetation in the time allotted, that results in Licensor's contractor performing the work, Licensee will be billed by Licensor for the contractor's expense; and Licensee may be subject to termination under the terms and conditions of the Permit or License.
- E. Trees/vegetation must be slow growing and maintained by Licensee to not exceed fifteen (15) feet in height.
- F. Failure by Licensee to maintain all permit or license clearance requirements will require removal at Licensee's expense.
- G. Unless authorized in writing by Licensor, Licensee agrees not to plant any additional trees, plants, or shrubs within the Property. If additional authorization is requested by Licensee and prior written authorization is received by Licensor, no tree or plant species that is protected by federal or state law shall be planted within Licensor's land and no cactus or thorny shrubs/plants will be permitted.
- H. Any improvements or alterations, including retaining walls, planters, placement of large rocks, etc. and any mounds or changes of grade, require prior written approval by Licensor.
- I. Licensee will keep the Property clean, free from weeds, rubbish and debris, and in a conditionsatisfactory to Licensor.
- J. Upon permit or license termination, Licensee agrees to remove all trees/vegetation and improvements and restore the Property to a condition satisfactory to Licensor, at the sole expense of Licensee.

Initial (an) / (SL)
Licensor / Licensee



LEGEND

PROPERTY OF SOUTHERN CALIFORNIA EDISON COMPANY BEING LICENSED TO THE CITY OF HUNTINGTON BEACH FOR PARKS & PUBLIC RECREATION PURPOSES ONLY

APPROXIMATE TOWER LOCATION

APPROXIMATE WOOD POLE LOCATION

SECTION LINE

ACCESS ROAD

CHAIN LINK FENCE

NOTE:

THE FOLLOWING CLEARANCES MUST BE MAINTAINED AT ALL TIMES;

- A 50-FOOT RADIUS AROUND SUSPENSION TOWER LEGS, H-FRAMES & 100-FOOT RADIUS AROUND DEAD-END TOWER LEGS.
- A 25-FOOT RADIUS AROUND ALL OTHER POLES.



0 150 300

SCALE IN FEET

EXHIBIT "A"

FACILITY NAME: HUNTINGTON BEACH - ELLIS 220KV		LICENSED AREA (GROSS)	SQ.FT.: 109,709	AC.: 2.52
LICENSEE: CITY OF HUNTINGTON BEACH		CONTRACT NO.: 9.3920	ACCOUNT NO.: L2145	
CITY: HUNTINGTON BEACH	COUNTY: ORANGE	STATE: CA	T.G.: 888/E1	M.S.: 041-090
APN.(S): 149-131-02		SCE DOCUMENT NO.: 167039/001		
SCE SANDERS MAP: 556828	SCE LAND BOOK: N/A	REF: 2015/EXHIBIT "A"		
R.P. LAND AGENT: A. NICHIPORUK	LANDBASE MAPPING: WESTLAND GROUP, INC.	CHECKED BY: N. MICHEL		
ORDER NO.: 801167420	NOT. NO.: 202715217	DATE: 04/16/2020	FILE NAME: 9.3920.DWG	



**SOUTHERN CALIFORNIA
EDISON**
An EDISON INTERNATIONAL Company



City of Huntington Beach

2000 Main Street

Huntington Beach, California 92648

Certificate of Self Insurance

Memorandum Number: FY 20/21, No. 009

This evidence of coverage is used as a matter of information only and confers no rights upon the Certificate Holder. This evidence of coverage does not amend, extend or alter the coverage afforded by the memoranda listed below.

Certificate Holder: Southern California Edison (SCE)

Coverage Effective: 07/01/20

Coverage Expires: 6/30/21

This is to certify that the City of Huntington Beach is self-insured for general liability claims. Sufficient cash reserves to afford coverage for uninsured losses are maintained at \$1,000,000..

Type of Coverage: General Liability, Comprehensive Auto Liability, Employer's Liability, Workers' Compensation Coverage

Limit of Liability/Coverage: \$1,000,000 Combined Single Limit per Occurrence

Certificate Requested By: Carrie Gonzales, Community Services

Description of Operation, Vehicle or Property: This certificate is issued to and additionally insures the Certificate Holder, its agents, officers, representatives and employees as proof of the City of Huntington Beach's self-insurance status in conjunction with the license agreement with Southern California Edison for the Huntington Beach Community Garden. It is provided to Carrie Gonzales of the City of Huntington Beach Community Services Department at 2000 Main Street, Huntington Beach, CA (92648).

Should any of the above coverage for the Covered Party be changed or withdrawn prior to the expiration date issued above, the City of Huntington Beach will mail a 30-day written notice to the Certificate Holder but, failure to mail such notice shall impose no obligation or liability of any kind upon the City of Huntington Beach, its agents, officers or employees. If you have any questions, contact:

DeAnna Soria, Risk Manager
(714) 536-5519

Authorized Representative: _____

DeAnna Soria

HUNTINGTON BEACH COMMUNITY GARDEN BYLAWS

ATTACHMENT 1

Huntington Beach Community Garden BYLAWS

ARTICLE I

PURPOSE

The purpose of the Huntington Beach Community Garden (HBCG) is to educate children and adults about organic gardening and to provide an area where individuals and families can grow fruit, vegetables, flowers, and herbs for their own use and for the use of local food banks.

ARTICLE II

NAME AND LOCATION

The name of this corporation shall be the Huntington Beach Community Garden (HBCG) and is a private not-for-profit organization. The mailing address of the HBCG will be:

Huntington Beach Community Garden (HBCG)
P. O. Box 5891
Huntington Beach, CA 92615-5891

ARTICLE III

CONSTITUENCY OF THE HBCG

The constituency of the HBCG shall be known as Members. Membership shall be open to all persons who subscribe to the principles stated in Article I. Voting on HBCG business will be limited to one vote per plot.

Plot dues will be assessed annually or as otherwise determined by the Board of Directors in the HBCG Rules and Regulations.

Members' dues shall become due and payable on becoming a member and shall be renewable by January 1 for each succeeding year. **There is no grace period.** Dues for a member who applies for initial membership after June 30 will be pro-rated at the discretion of the board.

If a member dies, his or her spouse or significant other, or plot partner may take over the plot as a member in his or her own right.

A member in good standing who voluntarily gives up his/her membership and leaves the plot in compliance with the Rules and Regulation may reapply for membership at any time.

A member who loses his/her membership for excessive correction notices, may be added to the waiting list after a one-year period; however, if membership is lost a second time due to excessive correction notices the loss of membership is permanent.

If a member loses his/her membership for drinking alcohol anywhere at the site, stealing in any manner, verbal or physical abuse, the loss of membership under these circumstances is permanent.

ARTICLE IV

OFFICERS

The officers of the HBCG shall be the President, Vice President, Secretary and Treasurer. A Board of Directors shall consist of the officers and up to six Directors, who are members in good standing of the HBCG as defined in the

HBCG Rules and Regulations.

A quorum of the Board of Directors shall be five voting board members.

Any officer or board member may be removed for cause, misconduct, and/or failure to fulfill the duties and obligations of their position and/or the inability or incapacity to serve. Such removal shall be carried out at a meeting of the Board of Directors and through a motion by any officer or board member. Such proposed removal shall be voted upon and the officer and/or director will be so removed by a majority vote of those in attendance at the meeting. Immediately, a written notice of removal shall be sent by certified U.S. Mail to the removed member.

All officers and board members have the option to not pay dues for the year in which they serve. If they choose to pay dues for that year, it is considered a donation to the HBCG.

The President shall be the chief executive of the HBCG. The President will preside at all meetings of the Board of Directors, is charged with the general supervision of all its functions and shall be an ex-officio member of all committees except the Nomination Committee. If there is a vacancy in any office, the President shall have the duty of appointing a member from the general membership to fill the vacancy. At the end of the term, the President automatically serves on the Board of Directors for a period of one year.

The Vice President shall perform the duties of the President in the absence of the President or by reason of the President's inability to act. The Vice President shall automatically assume the office of the President if that office becomes vacant during the term of its serving. Additionally, the Vice President shall supervise the roster of members and the assignment of plots.

The Secretary shall keep the minutes of all Board of Directors and general membership meetings. In addition, the Secretary shall be responsible for the maintenance of the official files of the HBCG, with the exception of the financial records.

The Treasurer shall have the care and custody of all funds and shall deposit the same in the name of the HBCG in such bank as meets the approval of the Board of Directors. All checks exceeding \$100 drawn against the account shall be signed by the President and Treasurer of the HBCG or in the absence of one of these officers, the Secretary shall be the second signatory. The Treasurer shall render an accurate report of all receipts and expenditures at meetings of the Board of Directors.

The Directors shall assist the Officers of the HBCG in the conduct of the HBCG business. The President may delegate a member to serve as chairperson of any

special committee as may be deemed necessary in the interest of the HBCG affairs. Additionally, board members shall form a Nominating Committee and recruit two additional members at large to be part of the Nominating Committee.

ARTICLE V

HBCG RULES AND REGULATIONS

The Board of Directors will establish the HBCG Rules and Regulations by which the HBCG shall operate. Such rules will define policies and procedures for matters such as the assignment of plots, assessment of fees, conditions of renewal, conflict resolution, and other issues necessary for managing the garden in accordance with its purpose and in a sustainable manner. Amendments to the HBCG Rules and Regulations will be posted at the community garden site at least 14 days prior to becoming effective.

ARTICLE VI

MEETINGS

A majority of voting members of the Board of Directors shall be necessary to conduct the business of the HBCG. All meetings shall be called by the President. The Annual General Meeting will be held prior to the end of the fiscal year. The Board of Directors will meet at least once per quarter.

ARTICLE VII

ELECTION

Officers and Directors shall be elected to serve terms of one year from July 1 to June 30th or until their successors take office. The Nominating Committee will present a slate of candidates for elective office at the Annual General Meeting. Officers and Directors shall be elected by secret ballot. In any nomination from the floor, the nominee must be present to accept or decline. Officers and Directors may serve multiple or consecutive terms.

ARTICLE VIII

NOT FOR PROFIT

HBCG is a non-profit organization. In the event of dissolution, assets will be left to a non-profit organization located within Orange County, California that is designated by the Board of Directors. In the absence of a functioning Board of Directors, assets will be left to an organization that is aligned with the principles stated in Article I or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

HBCG is organized exclusively for charitable and educational purposes, including, for such purposes, the making of distributions to organizations that qualify under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

No part of the net earnings of the HBCG shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except

that the HBCG shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in the purpose clause hereof.

No substantial part of the activities of the HBCG shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the HBCG shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Notwithstanding any other provision of these articles, the HBCG shall not carry on any other activities not permitted to be carried on (a) by an organization exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE IX

AMENDMENTS AND PROCEDURES

Proposed amendments to the bylaws shall be posted at the community garden site at least 14 days prior to voting thereon. Such proposed amendments may then be adopted by a majority vote of the HBCG members present at the Annual General Meeting or at any general meeting called by the President.

HUNTINGTON BEACH COMMUNITY GARDEN
RULES & REGULATIONS

ATTACHMENT 2

Huntington Beach Community Garden Rules and Regulations

I. General

The purpose of the Rules and Regulations is to maintain a neat and productive garden area and provide a pleasant environment for all persons in the garden. As a member, you agree to abide by the Rules and Regulations of Huntington Beach Community Garden (HBCG). The Officers and Board of Directors of HBCG are final arbiters of any disputes or violations of garden rules and regulations. Suggestions or questions about the HBCG Rules and Regulations should be brought to the attention of the Officers and Board, in person or in writing.

II. Eligibility

- A. A plot holding member (plot holder) is a person assigned a plot who actively gardens within the Bylaws and Rules and Regulations of the HBCG and whose fees and dues are current. A general member is a person within the Bylaws and Rules and Regulations of the HBCG and whose fees and dues are current.
- B. Plots may be assigned or reassigned at the discretion of the Board of Directors.
- C. Plot assignment is given to Huntington Beach residents only.
- D. Residence qualification is a verifiable address of property ownership or residence in the City of Huntington Beach, which must be shown at the time of admittance to group and upon yearly renewal. Acceptable verification is as follows: California driver's license or California ID card plus a current bill. If a question of residency or property ownership should arise, the following may be used to support residency verification: a current property tax bill, mortgage statement, or rent receipt.
- E. One plot will be assigned per verified residential address of the applicant.
- F. Applications for more than one plot may be accepted at the discretion of the Board of Directors.
- G. Dues are payable on or before January 1st for the coming year. Current year membership expires for non-payment of dues on January 2nd.
- H. Plots are assigned and cannot be transferred, exchanged or sublet to another person without prior approval of the Board of Directors.
- I. It is the responsibility of each member to keep HBCG notified of his/her most current home and email addresses and telephone number. Any correspondence mailed to the current address on file is considered delivered.
- J. Each plot holder will sign a HBCG Plot Use Agreement agreeing to abide by the current Bylaws and Rules and Regulations.
- K. If a plot holder dies, the spouse or significant other of the same address may take over the garden plot as a member in his/her own right.
- L. Anyone sharing a plot with a plot holder must become a general member, and sign a Plot Use Agreement that they agree to abide by the current Bylaws and Rules and Regulations.

III. Member Responsibilities

A. General

- 1. Be aware of and follow the Rules and Regulations of HBCG.
- 2. Notify HBCG when giving up a plot or membership.
- 3. Ensure that guests follow the Rules and Regulations of HBCG; members are responsible for their guest's actions.
- 4. Only enter another member's garden plot with his or her permission. Stealing is cause for permanent loss of membership.
- 5. Do not take anything (bags or produce) from the produce donation area. Doing so will

- result in immediate and permanent loss of membership.
6. Do not destroy or damage any property of HBCG.
 7. All Primary and Secondary Plot Holders are responsible for reading HBCG notices and announcements sent to the e-mail address on file, and contacting HBCG if clarification is needed.
 8. Arrange for someone to take care of your plot if ill or on vacation. HBCG is not responsible for the upkeep of any plot. Give a copy of Rules and Regulations to the person taking care of your plot and notify the Board of Directors of the arrangement.
 9. All Primary and Secondary Plot Holders must attend two (2) work parties per year or give four (4) hours of service. After June 30, hours are pro-rated to (2) hours for new members only.
 10. Children brought to the garden must be supervised by an adult at all times.
 11. Properly use the equipment and tools of HBCG and return them to their proper place.
 12. Return wheelbarrows, EMPTY, to the storage area and never leave one in a plot.
 13. Do not consume alcoholic beverages or smoke on site.
 14. Do not sell or use garden produce for profit and affirm that produce is intended for home use.
 15. Do not bring any animals to the garden nor provide food or water for wild animals.
 16. Do not ride your bicycle anywhere in the garden.
 17. Keep paths at their original width and keep adjacent paths free of weeds at all times.
 18. Stay with the hose when the water is turned on and perform hand held watering only. No drip system, oscillating sprinkler, diffusers and soaker hoses are allowed in the garden. Conserve water at all times. Be sure to turn off the spigot when you are finished watering.
 19. Report problems with the water or a hose to any Board member or Area Representative as soon as possible.
 20. Place trash and refuse from the garden into the dumpster provided. If the dumpster is full, keep trash in your plot or take home. Do not bring trash/garbage in from outside the garden.
 21. Be considerate to the neighbors, both in the garden and the neighborhood. Voices carry to the neighborhood; please no yelling.
 22. HBCG recommends that each gardener donate 10% of their crop yield to a charity feeding the needy.
 23. Amplified music is prohibited without express permission of the board.
 24. Garden hours are 7:00 a.m. through 7:00 p.m. during Daylight Savings Time (Spring-Summer months), and 7:00 a.m. through 5:00pm during Standard Time (Fall-Winter months). Opening hours on Sunday is at 8:00 a.m.
 25. The garden is closed on the following Federal holiday observances: New Year's Day, Martin Luther King, Jr. Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day and Christmas.
 26. Automobile parking is in the marked spots on Atlanta. Loading and/or unloading for garden materials may occur in the area east of the garden entrance, but must be moved immediately after loading/unloading is complete.

B. Garden Plot

1. Keep your garden plot planted and harvested at all times; at least 50% in spring, summer and fall.
2. Remove and/or trim all diseased and pest infested plants.
3. Keep your plot and adjacent pathways free of all weeds and invasive plants such as Bermuda grass. See the complete list of weeds and banned plants in Section D.
4. Do not use pressure treated wood in the garden as it is toxic.

5. City requires new or replacement fences to be constructed of standard white vinyl lattice material. They can be secured with non-metallic stakes no higher than 2' and no wider than 2.5". No metal materials such as support posts, chicken wire or fencing material may be used.
6. Do not alter, attach to, replace or paint the borders of the plot and keep them free of soil and plants
7. Soil within the boundary of a plot must be at a uniform level. No raised beds are allowed within the plot.
8. Keep the plot marker on your plot clear and readable. If the marker is missing, report to your Area Representative or HBCG Board member.
9. Trellis Guidelines - These materials may be used for trellis construction: Wooden stakes – no greater than 1" x 1", Bamboo poles – no greater than 1" diameter, PVC pipe – no greater than 1" diameter. Ready-made tomato cages must be made of plastic. Ready-made trellises must be made of approved materials. Trellises must be easily removed and provide no risk to safety or access to transmission wires. Trellises may not exceed 5' in height. Metal is not allowed in the construction of trellises, tomato cages or other structures.
10. You may bring one storage bench/container only to the garden. Containers must be no taller than 42" (3 ½ feet) and no wider than 48" (4 feet).
11. No furniture is allowed; no chairs, no stored materials such as containers, wheel barrows and building materials; this includes all materials outside of the plot borders.
12. No decorative items are allowed except pinwheels, which can be no higher than 4' for bird deterrents.
13. Wood chips, hay, straw and borders made of stone or masonry are not allowed.
14. Stepping stones must be installed at grade level.
15. Keep crops trimmed and out of pathways and understand that if a crop extends into a pathway, it may be cut back. Pathways are considered fire lanes by Huntington Beach Fire Department.
16. Power equipment is not allowed without prior approval.
17. As HBCG is an organic garden, packaged soil amendments must be labeled as organic and/or must not list any synthetic ingredients.
18. Garden Towers and Hydroponics systems are prohibited.
19. Bushy plants such as lavender and rosemary must be trimmed to no larger than 3 feet high and 2 feet wide.

C. Pesticides, Fungicides, Herbicides and Fertilizers

1. The use of synthetic pesticides, fungicides and fertilizers is prohibited.
2. All herbicides are prohibited.
3. The use of allowable pesticides and fungicides is limited to minimum risk pesticides defined as minimum risk pesticides and active ingredients exempted under 25(b) of the Federal Insecticide, Fungicide, & Rodenticide Act. See 'Active Ingredients Exempted' Table: http://www.epa.gov/opp00001/biopesticides/regtools/25b_list.htm#activeingredients
4. Fertilizers must be natural.

D. Banned Plants

1. Any illegal plant
2. Invasive plants:
 - a. Bamboo
 - b. Berry plants, except strawberries and blueberries

- c. Canna Lilly
 - d. Grapevines
 - e. Horseradish
 - f. Mint
 - g. Morning Glory; any type: weed, domestic, flower
 - h. Passion Fruit
 - i. Sorghum
 - j. Sugar Cane
 - k. Wild dandelion
 - l. Any invasive plant that spreads aggressively from the original site of planting and takes over or overwhelms any nearby plants.
3. Thorns:
 - a. Berry plants, except strawberries and blueberries
 - b. Rose bushes
 - c. Cacti and succulents
 4. Disease carriers:
 - a. Petunias
 - b. Volunteer tomato plants
 - c. White and Black Nightshade
 5. Poisonous:
 - a. Castor Bean
 - b. Datura (flowering vine)
 6. Trees:
 - a. Bamboo
 - b. Plumeria
 - c. Any tree that grows over four feet tall and/or is hard wood
 7. Exceptions to the Banned Plants listed above may be allowed in the common areas of the garden at the discretion of the Board of Directors.

E. Fees

1. Annual dues for plot and membership are:
 - a. \$20 general membership fee
 - b. \$150 for 15"x20" plots
 - c. \$75 for ½ plots
 - d. Plot rental fees are non-refundable
 - e. \$100 plot deposit to be held by HBCG and subject to refund once departing Plot Holder returns the plot to its original condition. Amount returned to plot holder to be determined by the Treasurer and shall not be subject to any earned interest. Terminated members will forfeit plot deposit.
2. Plot rental fees are subject to change; fees are prorated after June 30th.
3. A \$50 fee will be charged for returned checks; subject to change.

F. Termination of Membership

1. Membership in the HBCG may be terminated if any rules are broken, or if false registration/address information is given.
2. Members who fail to abide by the above rules will receive a Notice of Correction for each violation. Correction must be made according to the timeline stated in the notice.

3. Failure to make requested correction to garden plot, upon receipt of a Notice of Correction, in the specified time could result in termination of membership. Plots receiving three (3) Notices of Correction within twelve months may be reassigned and membership terminated.
4. Termination for stealing or for drinking alcohol in the garden or selling produce is cause for permanent loss of membership.
5. If membership is terminated, a re-application may be submitted one year after termination, if plot is left in compliance with the Rules and Regulations of HBCG.
6. Abandoned plots will be reassigned. Abandoned by HBCG standards means no crops, no activity, i.e., planting, watering or weeding, overrun by weeds or blooming weeds, crop going to waste or rotting for a period of 30 days. Examples are not limited to the above and are subject to the discretion of the Board of Directors.
7. Members are obliged to inform the Board of Directors if plots will be unused for a period of time due to absence and shall be maintained to prevent weeds.
8. When a membership is terminated, voluntarily or for cause, the member so terminated is to collect his or her personal belongings within the period stated in their termination letter or by agreement with the Board of Directors. Any items left in the plot after the agreed upon date become the property of HBCG to dispose of or use as the HBCG deems appropriate.
9. New members are on probation for the first 90 days and membership may be terminated immediately for cause or rules violation during this time.
10. Members can appeal the loss of membership to the Board of Directors. The appeal must be written. The member requesting the appeal should contact the President of the Board to be placed on the meeting agenda. The appeal will be heard at the next Board meeting or at a special meeting called by the Board President. The Board of Directors' decision is final. Decision could be loss of membership or probation of one (1) year. Should probation be violated, then loss of membership will ensue with no appeal. Only one probation is allowed every seven (7) years.
11. Members must be willing to vacate the premises within 30 days of notice by SCE or the City of Huntington Beach. Although such notice is not expected except under extreme and unexpected circumstances, all structures must be removed and gardening activity ceased.

IV. Board of Directors Responsibilities

- A. In a garden emergency such as flooding, fire, unauthorized entry or other such events, the Board President, Vice-President or other Board members on site may take appropriate corrective action in consideration of the welfare of the garden and/or its members as a whole.
- B. HBCG, through its Food Donation Program, provides free produce to organizations approved by the Board of Directors including, but not limited to, the homeless, battered women, abused children, the poor, etc. Each member is encouraged to contribute a portion of their produce to the Food Donation Program. If you would like to suggest a group to receive food, please contact the Board of Directors.
- C. Members' personal information will not be disclosed by any Officers or by the Board of Directors without permission.
- D. The HBCG Board of Directors is the determining body on the interpretation of the Rules and Regulations. Its decisions are final.
- E. Subsidies: The Board of Directors will consider applications to subsidize garden plot fees at its discretion.
- F. For further information about the duties and responsibilities of the Officers and Board Members, refer to the HBCG Bylaws.

V. Information

- A. The Board of Directors of HBCG meets bi-monthly first Wednesday of months of January, March, May, July, September and November. The Annual General Meeting is held prior to the end of the fiscal year in June. Members are encouraged to attend Board meetings. To bring any concerns or questions before the Board, in person or in writing, please contact the Board President to be added to the agenda.
- B. Letters may be sent to HBCG, P.O. Box 5891, Huntington Beach, CA 92615.
- C. Members may also contact any Board member to express concerns by phone or email.
- D. The email address for HBCG is hbcommunitygarden@gmail.com.
- E. The HBCG website address is <http://huntingtonbeachcommunitygarden.com>.
- F. The physical address of HBCG is 10134 Atlanta Avenue, Huntington Beach, CA 92646.

VI. Definitions

- A. Primary Plot Holder – The individual or household who is primarily responsible for the use and care of the garden. Plot Holders are responsible for payment of dues and adherence to HBCG rules and regulations by all users of the garden. A signed Plot Use Agreement and primary
- B. Secondary Plot Holder(s) – Individual who has been granted permission by the Plot Holder to use their garden; current membership and signed Plot Use Agreement is required.
- C. Garden Member – Individual or household who supports the mission of the Huntington Beach Community Garden and has completed a membership application and keeps annual dues current.

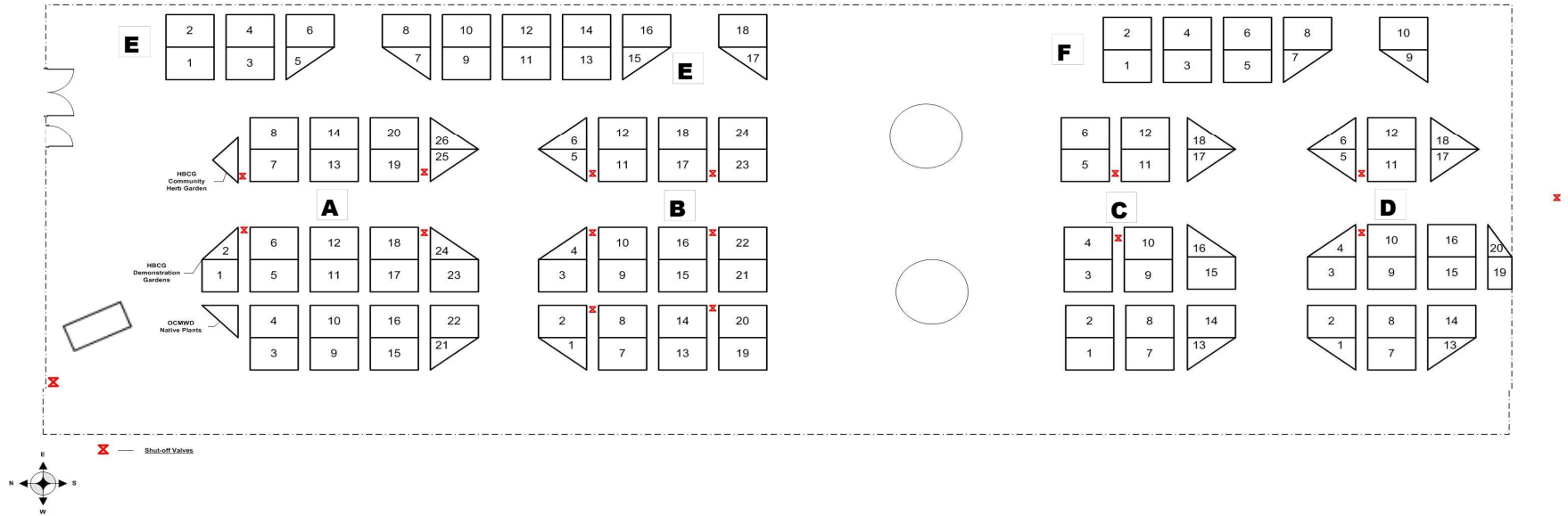
Revised September 2020

HUNTINGTON BEACH COMMUNITY GARDEN

PLOT ASSIGNMENT/ MASTER PLAN

ATTACHMENT 3

Huntington Beach Community Garden Plot Map



HUNTINGTON BEACH COMMUNITY GARDEN 501 © (3)

ATTACHMENT 4

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN 08 2015

HUNTINGTON BEACH COMMUNITY GARDEN
PO BOX 5891
HUNTINGTON BEACH, CA 92615-5891

Employer Identification Number:
27-0678187
DLN:
17053203357044
Contact Person:
MITCHELL P STEELE ID# 31360
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
November 20, 2014
Contribution Deductibility:
Yes
Addendum Applies:
Yes

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,



Director, Exempt Organizations

HUNTINGTON BEACH COMMUNITY GARDEN
CERTIFICATE OF INSURANCE

ATTACHMENT 5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/15/2020

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 ISU Insurance Svcs. - CALGARD ASSOCIATES 303 N. San Dimas Avenue San Dimas, CA 91773 License #: 0394065	CONTACT NAME: Judy Mack	FAX (A/C, No): (909)305-0165	
	PHONE (A/C, No, Ext): (909)305-0177	E-MAIL ADDRESS: Judym@calgard.com	
INSURED HUNTINGTON BEACH COMMUNITY GARDEN P.O. Box 5891 Huntington Beach, CA 92615	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Insurance Alliance of California		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER: 00029226-332076

REVISION NUMBER: 4

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 type="checkbox"/> LOC OTHER:	Y		2020-28328	01/01/2020	01/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						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 <input type="checkbox"/> 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				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

City of Huntington Beach, its Elected or Appointed Officials, Agents, Officers, Employees and Volunteers are named additional insured per attached CG2010 0413 and CG2037 0413 endorsements Primary wording applies per attached endorsement

APPROVED AS TO FORM

By:

MICHAEL E. GATES
CITY ATTORNEY

CERTIFICATE HOLDER

CITY OF HUNTINGTON BEACH
2000 MAIN STREET
HUNTINGTON BEACH, CA 92648

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

Judy Mack
(JMA)

© 1988-2015 ACORD CORPORATION. All rights reserved.

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:

A. Section II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers 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:
- a. Your negligent acts or omissions; or
 - b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. Section III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, 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.

C. 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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
City of Huntington Beach, Its Elected Or Appointed Officials, Agents, Officers, Employees And Volunteers are listed as additional insured	All insured premises and operations.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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 – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED 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)	Location(s) Of Covered Operations
City of Huntington Beach, Its Elected Or Appointed Officials, Agents, Officers, Employees And Volunteers are listed as additional insured	All insured premises and operations.
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:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 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 the 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. 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.