

GROUND LEASE AGREEMENT BETWEEN THE CITY OF HUNTINGTON BEACH
AND OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY
RE OAK VIEW LIBRARY BRANCH AND PARKING LOT SITE

This Ground Lease Agreement (the "Agreement") is made and entered into as of June 22, 2021, (the "Effective Date") by and between (1) THE CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California, (the "City") and (2) the OCEAN VIEW SCHOOL DISTRICT OF ORANGE COUNTY, (the "District") (hereinafter the City and the District shall collectively be referred to as the "Parties" and individually as "Party").

I. RECITALS

This Agreement is entered into on the basis of the following facts:

A. The District is the owner of that certain real property, commonly known as the "Oak View Public Library Branch and Parking Lot Site," and more particularly described as that redlined portion of Assessor's Parcel No. 165-241-38 which is depicted in Exhibit "A" attached hereto and incorporated herein by reference. Such real property shall hereinafter be referred to as the "Premises."

B. As used in this Agreement, the term, the "Premises," shall not include the "Improvements," which are defined to mean all buildings, structures, paved areas, landscaping, hardscaping, irrigation and other improvements now or hereafter situated or erected on the Premises, or any part thereof, and all fixtures, machinery, equipment, all building equipment, and, without limitation, other property of every kind or nature situated thereon or pertaining thereto or used in connection therewith, excluding only the "Personal Property" (as defined below) and property owned by third persons who are not, directly or indirectly, controlled affiliates of the City. In addition, the term, the "Premises," shall not

include the "Personal Property," which is defined to mean all trade fixtures, furniture, furnishings and business equipment now or hereafter located on or used in connection with the Premises or the Improvements, which are movable and not attached to the Premises or the Improvements or any part thereof and not necessary for the proper and efficient operation of the Improvements, excluding any property owned by third persons who are not, directly or indirectly, controlled affiliates of the City.

C. As used in this Agreement, the term, the "Property," shall collectively refer to the Premises, the Improvements, and the Personal Property.

D. The City is the owner of that certain real property described as that redlined portion of Assessor's Parcel No. 165-241-37 which includes a portion of the Oak View parking lot site depicted in Exhibit "B" attached hereto and incorporated herein by reference. Such real property shall hereinafter be referred to as the "City's Parking Area."

E. The District has been leasing the Premises to the City since in or about 1995 and the City has been operating and maintaining a public library branch on the Premises from approximately 1995 to the present pursuant to a ground lease between City and the District (the "Old Lease").

F. During this same period of time, the District and the City have been sharing parking rights to the parking spaces located on the Premises, as well as the spaces located in the City's Parking Area, which spaces are collectively shown and depicted as the redlined area shown in Exhibit "C" attached hereto and incorporated herein by reference.

Hereinafter, such redlined area shall be referred to as the "Joint Parking Area."

G. The District and the City desire to enter into a new ground lease agreement to replace the Old Lease on the terms and conditions set forth below to (1) allow the City to continue to lease and use the Premises to provide a public library branch to serve the needs

of the students and residents of the Oak View community and (2) permit the Parties to continue to share parking rights to the Joint Parking Area for library use purposes and for District-related events and activities pertaining to the Oak View Elementary School and Preschool (collectively, the "Oak View Schools").

II. TERMS AND CONDITIONS

NOW, THEREFORE, (a) in light of the foregoing Recitals which, along with the Exhibits attached hereto, are incorporated herein as part of this Agreement, and (b) in consideration of the representations, covenants, warranties, and promises contained herein, each of the Parties agrees to each of the following terms and conditions:

SECTION 1. Lease of the Premises

The District hereby leases to the City, and the City hereby takes and hires from the District, the Premises, in consideration of the rent, and upon the terms and conditions, including the shared parking rights, set forth in this Agreement, subject to any and all encumbrances, conditions, covenants, easements, restrictions, rights of way, and all other matters of any nature affecting the Premises during the Term (in each case whether or not of record), such matters as may be disclosed by an inspection or survey, and all zoning, land use, subdivision, and all other laws, rules, regulations and judicial or administrative orders now or hereafter applicable to the Premises, or any part thereof, or any use or occupancy thereof (hereinafter collectively referred to as the "Restrictions").

SECTION 2. Term

2.1 The term of this Agreement ("Term") shall be five (5) years from the Effective Date of this Agreement, subject to earlier termination as provided in Section 9 below. The Term may be extended by a writing executed by both Parties.

2.2 The District hereby grants to the City one (1) option to extend the Term for a

period of five (5) years (the “Extension Term”), commencing when the Term expires, upon the terms and conditions of this Agreement and upon each and all of the following additional terms and conditions: (a) the City gives to the District, and the District receives, written notice of the exercise (the “Notice of Exercise”) of the option to extend the Term no earlier than twelve (12) months and no later than six (6) months prior to the expiration of the Term and, if the City fails to exercise an option within the period described above, the City shall conclusively be deemed to have waived its right and option to further extend the Term, and this Agreement shall terminate on the then expiration date of the Term; and (b) the City shall not be in material default on the date the District receives the Notice of Exercise or on the first day of the Extension Term.

2.3 The Term may be further extended by a writing executed by both Parties and any such further extension, in addition to the five-year option period provided above, shall likewise be referred to as the “Extension Term.”

SECTION 3. Rent

As rent for the use and occupancy of the Premises, and except as otherwise provided in Section 10 below for any hold-over period, the City shall pay to the District the sum of One Dollar (\$1.00) a year, due and payable on the first day of the Term and on each subsequent anniversary date of the Term or the Extension Term, as the case may be.

SECTION 4. Hours of Operation

To provide maximum benefit to the students and other residents of the Oak View community, and at its sole cost and expense, and except as otherwise provided below, the City shall cause the library branch on the Premises to be and remain open and operated during the following hours throughout each year of the Term (and any Extension Term) of this Agreement, i.e., Monday through Friday, 9:00 A.M. to 9:00 P.M. and Saturday, 9:00

A.M. to 5:00 P.M (the “Hours of Operation”). Absent special circumstances, and unless the District provides its written approval following written notice from the City regarding such special circumstances, the library branch shall not be open or operated except during these Hours of Operation. In addition, in the event that the City believes that special circumstances warrant making one or more reductions in the Hours of Operation of the library branch, then the City shall provide the District with written notice of such special circumstances and obtain the District’s prior written consent before implementing any such reductions in the Hours of Operation.

SECTION 5. Shared Parking Rights to Joint Parking Area

The City agrees that, during the Term (and any Extension Term) of this Agreement, the District and its employees, agents, representatives, and invitees, shall have the right, for purposes of all District-related events and activities pertaining to the Oak View Schools, to make joint use of all parking spaces located within the Joint Parking Area.

SECTION 6. Indemnity

The City shall defend, indemnify, and hold the District, and each of the District’s past, present, and future trustees, officers, employees, agents, representatives, attorneys, students, invitees, affiliates, insurers, contractors, subcontractors, suppliers, predecessors, successors, and permitted assigns (collectively, the “District’s Related Persons”) harmless from and against any and all liabilities, claims, penalties, damages, losses, demands, suits, costs, mechanics' lien claims, or expenses whatsoever, including reasonable attorney’s fees (collectively, “Liabilities,” but expressly excluding any Liabilities caused solely by the active negligence or willful misconduct of the District or any of the District’s Related Persons), which Liabilities are threatened, sustained, or incurred by reason of, directly or indirectly, (a) the death or loss of or damage or injury to person or property resulting from,

caused by, arising out of, or relating to (or claimed to have resulted from, been caused by, have arisen out of, or have related to), (i) the construction, use, occupancy, operation, condition, or lack of maintenance or repair, of any portion of the Property, or (ii) any act or thing done or omitted to be done by the City, or any of the City's past, present, or future council members, commission or committee members, officers, employees, agents, representatives, invitees, attorneys, affiliates, contractors, subcontractors, predecessors, successors, or assigns (collectively, the "City's Related Persons") or any other persons or entities, including members of the public, other than the District or the District's Related Persons; or (b) any failure on the part of the City to perform or comply with any of the City's covenants, duties, or obligations under this Agreement; or (c) any storage, handling or disposal of any flammable explosives, toxic substances, or Hazardous Material (as defined in Section 12 below) on or from the Premises.

SECTION 7. Insurance

At all times during the Term (and any Extension Term) of this Lease, the City shall, at its sole cost and expense, procure and maintain adequate insurance, including (a) casualty insurance that insures the Property, in an amount at least equal to 100% of replacement value, against loss or damage by fire or other standard casualties or hazards and (b) comprehensive general liability and automobile liability insurance with liability limits not less than one million dollars (\$1,000,000.00) per occurrence, and two million dollars (\$2,000,000.00) in the general aggregate, with combined bodily injury and broad form property damage coverage, that protects the District (and the District's Related Persons) and the City (and the City's Related Persons), against any and all claims for personal injury or damages to person or property or for loss of life occurring upon, in, or about the Property. The policies required herein shall be provided by an authorized insurance company by the

State of California and having a minimum A.M. Best's Guide Rating of A-, Class VII or better. The District and the District's Related Persons shall be expressly listed as additional insureds under such insurance policies. Certificates of all policies evidencing such insurance shall be delivered to the District, without demand. In the event of claims against any of the policies, the City shall be responsible for payment of any deductible amounts.

SECTION 8. Utilities

At the City's sole cost and expense, the City shall make its own arrangements for, and the City shall pay or cause to be paid before delinquency all charges, claims, or liens relating to, water, gas, electricity, sewer, telephone service, cable television, and any other commodities or services furnished to or for any portion of the Premises or the Improvements during the Term (and any Extension Term) of this Agreement.

SECTION 9. Termination

Upon thirty (30) days' notice in writing, the Parties may terminate this Agreement and the lease granted herein without liability in the event of (a) the failure of either Party to comply with any of the terms or conditions hereof, or (b) when public necessity so requires as determined by the District in its sole and absolute discretion. Notwithstanding the foregoing, in the event that the District's notice of termination is based on the City's failure to comply with any of the terms and conditions of this Agreement, the City shall be allowed a grace period of sixty (60) days after the date of notice within which to fully cure the failure or default which gave rise to such termination notice. If the City fails to fully cure such failure or default within such 60-day period, then this Agreement shall be deemed to be automatically terminated and of no further force or effect. Upon termination of this Agreement, this Section and Sections 6, 7, 10, 12, 15, and 16.8 shall survive termination and shall remain in full force and effect.

SECTION 10. Surrender of Premises; Hold Over

On expiration or earlier termination of this Agreement, or any extensions or renewals of this Agreement, the City shall promptly surrender and deliver the Premises to the District, shall remove the modular building housing the library, and shall return the Premises to the condition they were in prior to the installation of the modular building, including without limitation a condition free of any Hazardous Material in violation of Environmental Laws (as defined below in Section 12). Should the City hold over and continue in possession of the Premises after termination or expiration of the terms of this Agreement or any extension thereof, the City's continued occupancy of the Premises shall be considered a tenancy at will, subject to all the terms and conditions of this Agreement, except that the City shall be obligated to pay monthly "hold-over" rent to the District in the amount of One Thousand Dollars (\$1,000), due and payable on the first day of each month during the hold-over period.

SECTION 11. Permitted Use

11.1 The City shall use the Premises solely for the purpose of operating and maintaining a public library branch.

11.2 The City shall not make any other use of any portion of the Premises without the District's prior written consent in each instance, which consent may be withheld if the proposed use will, in the District's sole and absolute discretion, be detrimental to the orderly operation and maintenance of the Oak View Schools, or any District-related events or activities pertaining to the Oak View Schools, or the health, safety, and welfare of the District's students residing in the Oak View community. In this regard, the City shall not use any portion of (a) the Premises, (b) the Joint Parking Area, or (c) any other property located within 250 feet of the Premises, to install, operate, host, or provide access to, any

electric vehicle (EV), charge point, or EV connect charging stations or any other charging facilities relating thereto.

11.3 The City shall comply with all federal, state, county, and municipal laws, regulations and ordinances affecting the Property or any portion thereof and shall procure and maintain in force during the Term (and any Extension Term) all permits, authorizations, and licenses necessary for the City's use or operation of the Property or any portion thereof (including, without limitation, the making, placing, maintaining or altering of any of the Improvements on any portion thereof). The City shall not use the Property or any portion thereof for any purpose or use which is in violation of any applicable certificate of occupancy, building permit, or any of the Restrictions.

11.4 The City covenants and agrees that it will not (a) use or permit to be used any part of the Property for any dangerous or noxious trade or business, (b) use the Property for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust, or odors or (c) cause or maintain any nuisance in, at, or on the Property.

SECTION 12. Hazardous Material

During the Term of this Agreement (and any Extension Term), the City covenants and agrees not to suffer, permit, introduce or maintain in, on or about any portion of the Property any Hazardous Material (as defined below) except in compliance with Environmental Laws, as defined herein. The City further covenants and agrees to indemnify, protect and hold the District and the District's Related Persons harmless against and from any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, proceedings, costs, disbursements or expenses of any kind or of any nature whatsoever (including, without limitation, attorneys' and experts' fees

and disbursements) which may at any time be imposed upon, incurred by or asserted or awarded against the District or the District's Related Persons and arising from or out of any Hazardous Material on, in, under or affecting all or any portion of the Property introduced by, or on behalf of, the City or the City's Related Persons, including, without limitation, (i) the costs of removal of such Hazardous Material from all or any portion of the Property, (ii) additional costs required to take necessary precautions to protect against the release of Hazardous Material on, in, under or affecting the Property into the air, any body of water, any other public domain or any surrounding areas, and (iii) any costs incurred to comply, in connection with all or any portion of the Property with all applicable laws, orders, judgments and regulations with respect such Hazardous Material introduced by, or on behalf of, the City or the City's Related Persons. As used in this Agreement, the term "Environmental Laws" means any and all federal, state or local environmental health and/or safety laws, regulations, standards, decisions of courts, ordinances, rules, codes, orders, decrees, directives, guidelines, plans, risk management plans, recorded property covenants and/or restrictions, permits or permit conditions, currently existing and as amended, enacted, issued or adopted in the future relating to the environment or to any Hazardous Material, and the term "Hazardous Material" for purposes of this Agreement shall be interpreted broadly to include, but not be limited to, any material or substance that is defined, regulated or classified under federal, state, or local laws as: (a) a "hazardous substance" pursuant to section 101 of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601(14), section 311 of the Federal Water Pollution Control Act, 33 U.S.C. §1321, as now or hereafter amended; (b) a "hazardous waste" pursuant to section 1004 or section 3001 of the Resource Conservation and Recovery Act, 42 U.S.C. §§6903, 6921, as now or hereafter amended; (c) a toxic pollutant

under section 307(a)(1) of the Federal Water Pollution Control Act, 33 U.S.C. §1317(a)(1); (d) a “hazardous air pollutant” under section 112 of the Clean Air Act, 42 U.S.C. §7412, as now or hereafter amended; (e) a “hazardous material” under the Hazardous Material Transportation Uniform Safety Act of 1990, 49 U.S.C. App. §1802(4), as now or hereafter amended; (f) toxic or hazardous pursuant to regulations promulgated now or hereafter under the aforementioned laws or any state or local counterpart to any of the aforementioned laws; or (g) presenting a risk to human health or the environment under other applicable federal, state or local laws, ordinances, or regulations, as now or as may be passed or promulgated in the future. “Hazardous Material” shall also mean any substance that after release into the environment and upon exposure, ingestion, inhalation, or assimilation, either directly from the environment or directly by ingestion through food chains, will or may reasonably be anticipated to cause death, disease, behavior abnormalities, cancer, or genetic abnormalities. “Hazardous Material” specifically includes, but is not limited to, asbestos, polychlorinated biphenyls (“PCBs”), radioactive materials including naturally occurring radionuclides, petroleum and petroleum-based derivatives, and urea formaldehyde.

SECTION 13. Maintenance by the City

During the Term (and any Extension Term) of this Agreement, and at its sole cost and expense, the City shall (a) maintain in good condition and repair the exterior roof, exterior walls, structural supports, and the foundation of any Improvements built or installed on the Premises, including window glass and (b) keep and maintain all portions of the Premises, as well as all Improvements and Personal Property situated thereon, and all facilities appurtenant thereto, in good order and repair and in as safe and clean a condition as they were, if and when received by the City from the District, reasonable wear and tear excepted. Without limiting the generality of the foregoing, the District shall have no

obligation whatsoever to maintain, repair or replace the Property except to the extent required by the active negligence or willful misconduct of the District and the District's Related Persons and not covered by insurance required under this Agreement. In the event that the City fails to so maintain such items and does not cure such failure within five (5) days after written notice from the District, the District may cure such failure in which case the City shall promptly reimburse the District for the full cost of any such repairs made by the District, together with interest thereon at the annual rate of ten percent (10%) per annum from the date of the City's receipt of a written itemization of such costs until paid.

SECTION 14. Inspection by the District

The City shall permit the District or the District's agents, representatives, or employees to enter the Premises at all reasonable times for the purpose of inspecting the Premises to determine whether the City is complying with the terms and conditions of this Agreement and for the purpose of doing other lawful acts that may be necessary to protect the District's Interest in the Premises under this Agreement or to perform the District's duties under this Agreement.

SECTION 15. Arbitration

15.1 Any controversies, disputes, or claims of whatever nature, which arise out of, are based upon, or relate to (a) the negotiation, formation, interpretation, enforcement, performance, breach, or termination of any of the provisions of, or (b) the respective rights, duties, or obligations of any of the parties under, any part of this Agreement (collectively, "Dispute"), shall be resolved solely and exclusively by final and binding arbitration conducted in Orange County, California. With respect to any such Dispute, the Party initiating the arbitration (i.e., the "Claimant") shall be entitled to select one of the following providers, (1) Judicial Arbitration and Mediation Services, Inc. ("JAMS"), (2) Judicate

West Alternative Dispute Resolution (“Judicate West”), or (3) ADR Services, Inc., to serve as the alternative dispute resolution provider (the “ADR Provider”) in accordance with the procedures set forth below.

15.2. Arbitration shall be commenced by a Party giving written notice of arbitration (the “Arbitration Notice”) to the other Party to the Dispute by certified mail and e-mail. The Arbitration Notice shall specify the Claimant’s selection of the ADR Provider. The District, on the one hand, and the City, on the other hand, shall be responsible for advancing their fifty percent (50%) share of the fees and expenses of the arbitrator and all administrative fees associated with the arbitration, subject to the arbitrator’s later reallocation or award of such fees and expenses to the prevailing party in the arbitration, along with reasonable attorney’s fees and expenses.

15.3. No later than one hundred twenty (120) days after the Arbitration Notice is given, all Parties to the Dispute shall submit to final and binding arbitration of the Dispute in Orange County, California, before a retired judge from the panel of jurists at the Orange County, California office of the ADR Provider in accordance with (a) the California Arbitration Act, Code of Civil Procedure, sections 1280 through 1294.2 (as the Act may exist at the time of the signing of this Agreement), inclusive, (the “Arbitration Act”), as codified at the time this Agreement is entered into, except as such statutory provisions may be modified by, or are otherwise inconsistent with, the procedures established in this Agreement, in which case the modifications and procedures herein shall govern, and (b) the arbitration rules and procedures of the ADR Provider in effect at the time such arbitration is commenced, except as such rules and procedures may be modified by, or are otherwise inconsistent with, the procedures established in this Agreement, in which case the modifications and procedures herein shall govern. Any disputes concerning whether an

arbitrator has subject matter jurisdiction to adjudicate any such controversies, disputes, or claims shall be decided by the arbitrator appointed by the ADR Provider to conduct the arbitration, provided that the ADR Provider's rules and policies do not expressly provide otherwise. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected on appeal to a court of competent jurisdiction for any such error. In the event that the ADR Provider's arbitration rules and procedures conflict with the Arbitration Act, the Arbitration Act shall govern

15.4 In order to select the arbitrator, the Parties to the Dispute shall simultaneously exchange a list of five retired judges from the ADR Provider who are available to conduct the arbitration. In the event that the name of a single retired judge appears on both lists, then that judge shall be appointed as the arbitrator. In the event that the names of at least two or more retired judges appear on both lists, then the names of all judges who appear on both lists shall be placed in a hat and the judge whose name is drawn out of the hat (by a representative of the ADR Provider) shall be appointed as the arbitrator. Finally, in the event there is no retired judge whose name appears on both lists, then the names of all judges on both lists shall be placed in a hat and the judge whose name is drawn out of the hat (by a representative of the ADR Provider) shall be appointed as the arbitrator.

15.5 Pursuant to section 1283.1 of the Code of Civil Procedure, the provisions of section 1283.05, as well as any further amendments thereto, are hereby made applicable to the arbitration of any Dispute under this Agreement; however, notwithstanding the provisions of subdivision (e) of section 1283.05, each side may take up to three depositions of its choosing without prior approval of the arbitrator.

SECTION 16. Additional Provisions

16.1 Entire Agreement This Agreement contains the entire agreement and

understanding concerning the subject matter hereof between the Parties, and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the Parties hereto acknowledges that no other Party nor any agent or attorney of any such Party has made any promise, express or implied, not contained in this Agreement to induce him/her/it to execute this Agreement. Each of the Parties further acknowledges that it is not executing this instrument in reliance on any promise, representation or warranty not contained in this document.

16.2 Amendment This Agreement may not be amended or modified except by a written amendment signed by both Parties.

16.3 Successors and Assigns The terms of this Agreement shall be binding upon and inure to the benefit of the respective Related Persons of each of the Parties.

16.4 No Assignment or Subletting The Parties may not assign to any person or entity any of the respective rights, privileges, duties, or obligations provided for in this Agreement, nor any part of this Agreement. In addition, given the close proximity of the Premises to the Oak View Schools, and in order to protect the health, safety, and welfare of the students and faculty at such Schools, the City shall be strictly prohibited from subletting all or any portion of the Premises to any person or entity.

16.5 Severability If any provision or term of this Agreement is determined by a court of competent jurisdiction to be illegal or unenforceable for any reason, such determination shall not affect the validity of the remaining provisions or terms.

16.6 Further Cooperation Each Party to this Agreement shall cooperate in the execution of any and all other documents and in the completion of any additional actions that may be reasonably necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

16.7 Warranty of Authority Each Party warrants and represents that the person(s) signing this Agreement on his/her/its behalf has full authority to do so, and each Party further warrants and represents that it has complied with all applicable bylaws, resolutions, articles of incorporation, operating agreements, and/or partnership agreements, and all statutes or other requirements necessary to bind such Party and its successors and assigns to this Agreement.

16.8 Attorney's Fees The Parties shall each bear their own attorney's fees and costs incurred in connection with the negotiation and execution of this Agreement. In the event of any dispute, claim, or litigation based upon, arising out of, or relating to, the negotiation, formation, performance, breach, enforcement, or interpretation of any of the provisions of this Agreement, the prevailing party or parties in such dispute, claim, or litigation shall be entitled to recover reasonable attorney's fees, costs, and expenses from the non-prevailing party or parties.

16.9 Counterparts/Electronic Signatures This Agreement may be executed in separate counterparts and shall become effective when such separate counterparts have been exchanged between the Parties. Signatures to this Agreement may be transmitted electronically or by facsimile, and facsimile copies and/or photocopies and/or electronically transmitted copies of signatures shall have the same force and effect as original signatures.

16.10 Effective Date This Agreement shall not be effective unless and until it has been executed and delivered by each of the Parties and, upon such execution and delivery, the Effective Date of this Agreement shall be the date first set forth on page 1 above.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed
by and through their authorized officers as of the day, month and year first above written.

OCEAN VIEW SCHOOL DISTRICT OF
ORANGE COUNTY

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

By:

Mayor

Its:

Michael Conroy, Ed.D.
PLEASE PRINT NAME

Deputy Superintendent
PRINT TITLE

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney

REVIEWED AND APPROVED
City Administrator

INITIATED AND APPROVED
Library Directors

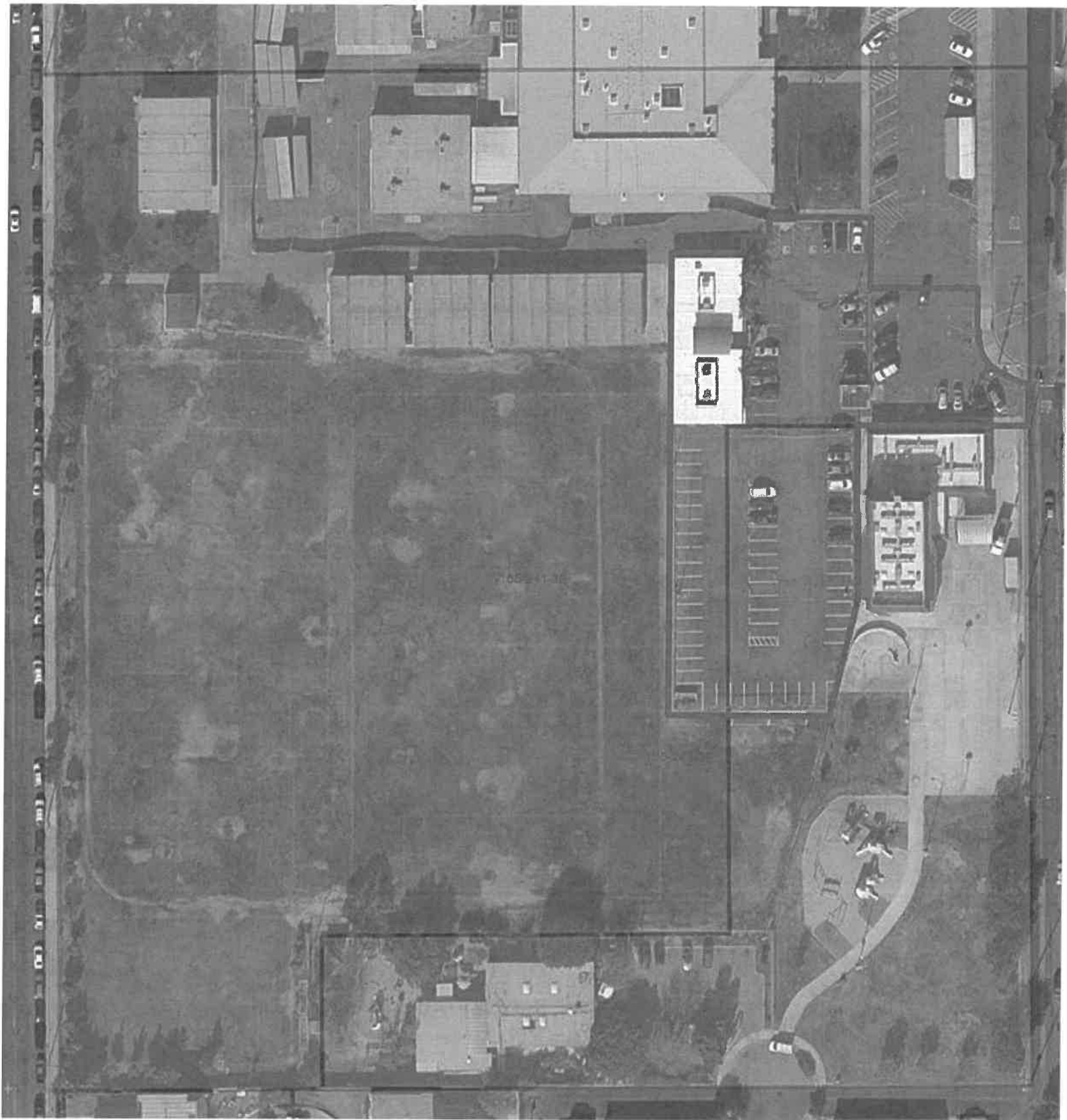
Exhibit A



Exhibit B



Exhibit C





City of Huntington Beach

2000 Main Street

Huntington Beach, California 92648

Certificate of Self Insurance

Memorandum Number: FY 21/22, No. 015

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: Ocean View School District, 17200 Pinehurst Lane, Huntington Beach, CA 92647

Coverage Effective: 07/01/21

Coverage Expires: 06/30/22

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 Ground Lease Agreement re: Oak View Library Branch and Parking Lot Site. 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: _____



City of Huntington Beach

2000 Main Street

Huntington Beach, California 92648

Additional Insured Endorsement

Memorandum Number: FY 21/22, No. 015

This evidence of additional insured status is provided to the person or organization shown in the schedule below. The coverage is provided on a primary and non-contributory basis.

SCHEDULE

Named of Person or Organization: Ocean View School District, its Board members, Officers, Employees, Agents, Consultants, Contractors, Representatives & Successors to and Assignees as additional insured. Such insurance as is afforded by this policy shall be primary and an insurance carried by DISTRICT shall be excess and noncontributory.

Coverage Effective: 7/1/21

Coverage Expires: 6/30/22

Type of Coverage: General Liability

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

Endorsement Requested By: Carrie Gonzales, Community Services

Description of Operation, Vehicle or Property: This additional insured endorsement is issued in conjunction with the Ground Lease Agreement re: Oak View Library Branch and Parking Lot Site. 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