

Council/Agency Meeting Held: _____ Deferred/Continued to: _____ <input type="checkbox"/> Approved <input type="checkbox"/> Conditionally Approved <input type="checkbox"/> Denied	_____ City Clerk's Signature
Council Meeting Date: 4/02/2007	Department ID Number: CS07-009

**CITY OF HUNTINGTON BEACH
REQUEST FOR CITY COUNCIL ACTION**

SUBMITTED TO: HONORABLE MAYOR AND CITY COUNCIL MEMBERS

SUBMITTED BY: *Penelope Cullbreth Graft*
PENELOPE CULLBRETH-GRAFT, DPA, CITY ADMINISTRATOR

PREPARED BY: JIM B. ENGLE, DIRECTOR, COMMUNITY SERVICES *JBE*

SUBJECT: APPROVE THE NON-EXCLUSIVE LICENSE AGREEMENT WITH THE CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA FOR OPERATION OF THE OAK VIEW CENTER

Statement of Issue, Funding Source, Recommended Action, Alternative Action(s), Analysis, Environmental Status, Attachment(s)

Statement of Issue: Should the city renew the non-exclusive license agreement with the Children's Bureau of Southern California to operate the Oak View Center?

Funding Source: City Council-approved Community Development Block Grant (CDBG), funds in the amount of \$53,004 have been designated in Account No. 85782005, Oak View Community Center for FY06/07 for the balance of the calendar year. For FY07/08, CDBG funds are being requested in the amount of \$53,004.

Recommended Action: Motion to:
Approve the Non-Exclusive License Agreement between the City of Huntington Beach and Children's Bureau of Southern California for the operation of the Oak View Center, and authorize the Mayor and the City Clerk to sign the agreement.

Alternative Action(s):

- 1) Close the Oak View Center;
- 2) Direct staff to negotiate alternate terms and conditions with the Children's Bureau, or
- 3) Direct staff to negotiate an agreement with another non-profit agency for the operation of the Oak View Center.

E-8

REQUEST FOR CITY COUNCIL ACTION

MEETING DATE: 4/02/2007

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Analysis: In 2003, City Council approved a non-exclusive license agreement for operation of the Oak View Center by the Children's Bureau. For the past four years, Children's Bureau has successfully operated the center according to the scope of work outlined in Section 4 of the previous agreement. With Council approval of this non-exclusive license agreement (Attachment 1), Children's Bureau will continue to operate the Oak View Center as outlined in Section 4 of the attached agreement beginning May 1, 2007. Note: There are no substantive changes to the agreement. The Children's Bureau is taking responsibility for telecommunications including telephone and computer related access.

The Children's Bureau is a 501(c)(3) non-profit agency whose mission is to provide children and family services both directly and through collaboration with other non-profit and governmental agencies. Since beginning operation of the community center in 2003, the Oak View Center has been providing family services and recreational activities for the Oak View community. The agreement has fostered a good working relationship between the two agencies with the city overseeing the Oak View Task Force, and the Community Services Department providing oversight and coordination of the Children's Bureau agreement.

The basic terms and conditions of the Children's Bureau agreement include the city's continued maintenance of the interior and exterior of the Oak View facility, and provision of \$53,004 per year to Children's Bureau in operating funds for Oak View programming.

The agreement contains a clause that allows the Children's Bureau to cancel the agreement with 30 days notice if the funding is not available to implement the agreement. The city may also cancel the agreement with 30 days notice at its discretion. The Children's Bureau has provided the required insurance and documentation of 501(c)(3) non-profit status.

Staff is recommending Council approve the agreement so that services can continue with the Oak View neighborhood.

Environmental Status: N/A

Attachment(s):

City Clerk's Page Number	No.	Description
3	1.	Non-Exclusive License Agreement with Children's Bureau

Author: J. Laudenback/mkl

ATTACHMENT #1

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NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE
CITY OF HUNTINGTON BEACH AND
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

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NON-EXCLUSIVE LICENSE AGREEMENT BETWEEN THE
CITY OF HUNTINGTON BEACH AND
CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA

THIS NON-EXCLUSIVE LICENSE AGREEMENT (the "Agreement") is made and entered into by and between the CITY OF HUNTINGTON BEACH, a municipal corporation of the State of California ("Licensor"), and CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA, a California nonprofit corporation ("Licensee").

WHEREAS, Licensee represents and warrants that it is a nonprofit organization that wishes to operate programs and activities in recreation and human services at the Oakview Community Center, and that there are no lawsuits or claims against it or any of its employees, agents or volunteers, for negligence, violations of law or misconduct; and

Licensee desires to use Licensor's real property located at 17261 Oak Lane, in Huntington Beach, for recreation and human services programs; and

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

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

1. PREMISES AND PERMISSION TO USE

Licensor owns the real property located at 17261 Oak Lane, Huntington Beach, California, known as the Oakview Community Center, whose legal description is set forth in Exhibit "A" and whose location is depicted in the map provided in Exhibit "B" (the "Premises"), which are attached hereto and fully incorporated herein. Licensor grants to Licensee a non-exclusive license to provide and operate a community center program on the

Premises. The license granted herein is conditioned on Licensee operating the community center program discussed herein.

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

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

2. SUPERSEDING OF PRIOR AGREEMENT

This Agreement shall supersede and replace any existing agreement(s) for the Premises currently entered into by and between the parties and all supplemental agreement(s) entered into by and between the parties regarding the existing agreement(s).

3. CONTRACT ADMINISTRATOR

Licensor's Director of Community Services, or his designee, shall be the Licensor's Contract Administrator for this Agreement with the authority to act on behalf of Licensor for the purposes of this Agreement, and all approvals and notices required to be given herein shall be so directed and addressed.

4. LICENSEE'S RESPONSIBILITIES FOR OPERATING A COMMUNITY CENTER PROGRAM

Licensee shall do all of the following:

- (a) Obtain and maintain any governmental licenses, permits and approvals required to enable Licensee to operate a community center program on the Premises;
- (b) Provide fully qualified staff and instructors for a community center program in accordance with any applicable governmental requirements;
- (c) Provide any equipment, supplies and materials required to operate the community center program;
- (d) Immediately notify Licensor in writing of any lawsuits, citations or claims against Licensee or any of its employees, agents or volunteers for negligence, violations of law or misconduct;
- (e) Provide a drop-in, recreation program during the following times: 2:00 p.m. – 6:00 p.m. Monday through Friday; and 10:00 a.m. – 4:00 p.m. Saturday;
- (f) Provide a family resource center, which should offer youth and teen programs, counseling services and cultural classes;
- (g) Upon the delivery of United States Department of Agriculture commodities, provide the distribution of such commodities to the community;
- (h) Coordinate holiday food baskets with St. Bonaventure's HOPE Office;
- (i) Attend meetings of the Oakview Task Force on the third Thursday of each month;
- (j) Coordinate with Oakview Elementary School for the use of the Premises for awards, arts programs and parent presentations;
- (k) Provide the use of the Premises free of charge for the Adult Literacy Program in coordination with the Oakview Branch Library;

(l) Provide the Premises free of charge to Oakview High School for monthly student and parent meetings;

(m) Provide recreation and social activities, as necessary, to meet community needs in the Oakview area, subject to Licensee's ability to obtain liability insurance for such activities at commercially reasonable rates; and

(n) Obtain Licensor's written approval for any material modifications or changes to Sections 4(a) through (n) above.

Licensee's obligation to provide the above-referenced services is contingent upon Licensee receiving Fifty-three Thousand Four Dollars (\$53,004.00) per year in funding from Licensor, which funding Licensor is obtaining from a Community Development Block Grant ("CDBG") for funding programs at the Oakview Community Center which are mutually agreed to by the parties to this Agreement. Notwithstanding the foregoing, Licensor is under no obligation to provide any additional funding to Licensee should Licensor, in its sole discretion, choose not to do so.

5. LICENSOR'S RESPONSIBILITIES

Licensor shall be responsible for providing to Licensee the Premises for Licensee to provide all services required in Section 4 herein. In addition, Licensor shall act on behalf of Licensee to obtain CDBG funding for Licensee's programs as stated in Section 4 herein. Licensor shall provide the exterior and interior building and grounds maintenance as outlined in Section 19 herein. Licensor shall be responsible for all maintenance and supervision of outdoor facilities at the Premises, including the play equipment, skateboard park and athletic fields. Licensor shall provide oversight of Licensee's programs through the Licensor's Community Services Department, Superintendent of Recreation, Human & Cultural Services. Licensor shall

coordinate the meetings of the Oakview Task Force and oversee services of the Salvation Army Office.

6. LICENSE FEE

Licensee shall pay Licensor One Dollar (\$1.00) per year for use of the Premises (the "License Fee").

7. TIME OF ESSENCE

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

8. TERM

This Agreement shall commence at 12:01 a.m. on May 1, 2007, for a two-year term, which shall expire at 11:59 p.m. on April 30, 2009, unless extended, or sooner terminated, as provided for herein. At the end of the initial term, this Agreement shall automatically renew for one additional two-year term unless either party, by December 31, 2008, gives the other party written notice of its intent not to renew for the additional term.

9. NON-POSSESSORY INTEREST

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

10. NON-RECORDING

Licensee shall not record this Agreement.

11. INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

Licensee hereby agrees to protect, defend, indemnify and hold harmless Licensor, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with (1) the use or occupancy of the Premises by Licensee, its officers, employees or agents, or (2) the death or injury of any person or the damage to property caused by any act or omission of Licensee, its officers, employees or agents, or (3) Licensee's (or Licensee's agents and/or sublicensee, if any) performance of this Agreement or its failure to comply with any of its obligations contained in this Agreement by Licensee, its officers, agents or employees except such loss or damage which was caused by the sole negligence or willful misconduct of Licensor. Licensee will conduct all defense at its sole cost and expense and Licensor shall approve selection of Licensee's counsel. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Licensee.

12. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

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

insurance for all of the sublicensees' and contractors' employees. Licensee shall furnish to Licensors a certificate of waiver of subrogation under the terms of the workers' compensation and employers' liability insurance and Licensee shall similarly require all sublicensees and contractors to waive subrogation.

13. GENERAL PUBLIC LIABILITY INSURANCE

In addition to the workers' compensation and employers' liability insurance and Licensee's covenant to defend, hold harmless and indemnify Licensors, Licensee shall obtain and furnish to Licensors, a policy of general public liability insurance, including motor vehicle coverage against any and all claims arising out of or in connection with the Premises. This policy shall indemnify Licensee, its officers, employees and agents, while acting within the scope of their duties, against any and all claims arising out of or in connection with the Premises, and shall provide coverage in not less than the following amount: combined single limit bodily injury and property damage, including products/completed operations liability and blanket contractual liability, of One Million Dollars (\$1,000,000.00) per occurrence. If coverage is provided under a form which includes a designated general aggregate limit, the aggregate limit must be no less than One Million Dollars (\$1,000,000.00) for the Premises. This policy shall name Licensors, its officers, elected or appointed officials, employees, agents, and volunteers as Additional Insureds, and shall specifically provide that any other insurance coverage which may be applicable to the Agreement shall be deemed excess coverage and that Licensee's insurance shall be primary.

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

14. CERTIFICATES OF INSURANCE; ADDITIONAL INSURED

ENDORSEMENTS

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

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

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

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

15. INSURANCE HAZARDS

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

requirements of any insurance carrier providing any insurance policy for the Premises or required by this Agreement necessary for the continued maintenance of these policies at reasonable rates.

16. HAZARDOUS SUBSTANCES

Licensee represents and warrants that its use or occupation of the Premises shall not generate any Hazardous Substance (as defined below in this Section), and it shall not store or dispose on the Premises nor transport to or over the Premises any Hazardous Substance during the entire term of this Agreement or any renewals or extensions thereof or during any holdover period. The foregoing restrictions shall not be deemed to restrict or prohibit the use by Licensee of ordinary cleaning products as customarily used in Licensee's ordinary course of business at the Premises, provided that Licensee complies with all provisions of law as to the use, storage and disposal of such products. Licensee further agrees to clean up and remediate any such Hazardous Substance resulting from or caused by Licensee's or any of its agent's use of the Premises and/or the performance of this Agreement by Licensee or any of its agents. Licensee further agrees to protect, defend, indemnify and hold harmless Licensor, its officers, elected or appointed officials, employees, agents and volunteers from and against any and all claims, damages, losses, expenses, judgments, demands and defense costs (including, without limitation, costs and fees of litigation (including arbitration) of every nature or liability of any kind or nature) arising out of or in connection with any such Hazardous Substance and any damage, loss, or expense or liability resulting from any such Hazardous Substance including, without limitation, all attorney's fees, costs and penalties incurred as a result thereof except any release caused by the sole negligence or willful misconduct of Licensor. Licensee will conduct all defense at its sole cost and expense and Licensor shall approve selection of Licensee's counsel.

This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as limitation upon the amount of indemnification to be provided by Licensee. "Hazardous substance" shall be interpreted broadly to mean any substance or material defined or designated as a hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term, by any Federal, State or local environmental law, regulation or rule presently in effect or promulgated in the future, as such law, regulation or rule may be amended from time to time; and it shall be interpreted to include, without limitation, any substance which after release into the environment will or may reasonably be anticipated to cause sickness, death or disease.

17. NONDISCRIMINATION

Licensee and its employees shall not discriminate because of race, religion, color, ancestry, sex, age, national origin or physical handicap against any person by refusing to furnish such person any accommodation, facility, rental, service or privilege offered to or enjoyed by the general public. Nor shall Licensee or its employees publicize the accommodation, facilities, rentals, services or privileges in any manner that would directly or inferentially reflect upon or question the acceptability of the patronage of any person because of race, religion, color, ancestry, sex, age, national origin or physical handicap.

In the performance of this Agreement, Licensee shall not discriminate against any employee or applicant for employment, because of race, religion, color, ancestry, sex, age, national origin or physical handicap. Licensee shall take affirmative action to ensure that applicants are employed and that employees are treated during employment, without regard to their race, religion, color, ancestry, sex, age, national origin or physical handicap. Such action shall include, without limitation, the following: employment, upgrading, demotion or transfer;

recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including, without limitation, apprenticeship. Licensee shall post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Section.

Licensee shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by Licensor, the State Fair Employment Practices Commission or any other agency with jurisdiction over these matters, for the purpose of investigation to ascertain compliance with this Section.

Licensor may determine a violation of this Section to have occurred upon receipt of a final judgment having that effect from a court in an action to which Licensee was a party, or upon receipt of a written notice from the State Fair Employment Practices Commission or other government agency with jurisdiction over these matters that it has investigated and determined that Licensee has violated the Fair Employment Practices Act or other applicable discrimination law and has issued an order which has become final, or obtained an injunction. In the event of violation of this Section, Licensor shall have the right to terminate this Agreement, and any loss of revenue sustained by Licensor by reason thereof shall be borne and paid for by Licensee, at Licensee's sole cost and expense.

18. RELOCATION AND ASSISTANCE

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

19. CARE OF PREMISES

Licensor shall do all of the following:

- (a) Licensor shall be solely responsible for all exterior maintenance including landscaping; and
- (b) Licensor shall be solely responsible for non-custodial interior maintenance excluding modifications made to any office, voice or data equipment to accommodate the Children's Bureau Family and Community Center Program.

Licensee shall do all of the following:

- (a) Licensee shall be solely responsible for all interior custodial maintenance of the Premises and the community center program;
- (b) Licensee shall not obstruct, cause or permit any obstruction surrounding the Premises or any part thereof in any manner whatsoever; and
- (c) Licensee shall comply with all written notices served by Licensor with regard to the care and maintenance of the Premises.

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

20. INSPECTION OF PREMISES

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

21. LICENSOR'S OPTION TO CLOSE THE PREMISES

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

22. PUBLIC NECESSITY

Licensor may, upon twenty-four (24) hours notice in writing to Licensee, suspend or revoke this Agreement without liability to Licensee when public necessity so requires, or suspend operation immediately hereunder temporarily in the event of public emergency, as may

be determined by the City Administrator in his or her sole discretion. Such suspension will terminate when the public necessity or emergency no longer exists.

23. PAYMENT OF UTILITY CHARGES

Licensee shall pay, and hold Licensor and the property of Licensor free and harmless from, all charges for telephone services on the Premises during the entire term of this Agreement or any renewals or extensions thereof.

Licensor shall provide for all charges for the furnishing of gas, water, electricity and other public utilities for the Premises, and for the removal of garbage and rubbish from the Premises.

24. REAL PROPERTY TAXES

All real property taxes levied or assessed against the Premises by any governmental entity shall be timely paid by Licensor.

25. PERSONAL PROPERTY TAXES AND BUSINESS LICENSE

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

26. PAYMENT OF OBLIGATIONS

Licensee shall promptly pay, at its sole cost and expense, before they become delinquent, any and all bills, debts, liabilities and obligations incurred by Licensee in connection with Licensee's occupation and use of the Premises and/or operation of the community center

program. Upon request, Licensee shall promptly furnish to Licensor satisfactory evidence establishing such payment.

27. COMPLIANCE WITH LAWS

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

28. DAMAGE, DESTRUCTION OR NUISANCE

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

29. LIENS

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

30. NO CONDEMNATION VALUE TO LICENSEE

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

31. TERMINATION

Licensor may terminate this Agreement at any time with or without cause, upon thirty (30) days prior written notice to Licensee. Licensee may terminate this Agreement in the event its anticipated federal or state funding for support of the community center program becomes unsuitable or is otherwise terminated or if Licensor fails to provide the funding to Licensee identified in Section 4 above, upon thirty (30) days prior written notice to Licensor.

32. HOLD OVER

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

33. INSTALLATION AND REMOVAL OF TRADE FIXTURES

Licensee shall provide any equipment, supplies and materials required to operate the community center program. In addition, Licensee shall have the right at any time and from time to time during the term of this Agreement and any renewal or extension thereof, at Licensee's sole cost and expense, to install and affix in, to, or on the Premises such items, herein called "trade fixtures," for use in Licensee's trade or business as Licensee may, in its discretion, deem advisable. Any and all such trade fixtures that can be removed without structural damage to the Premises or any building or improvements on the Premises shall, subject to Section 34 of this Agreement, remain the property of Licensee and may be removed by Licensee at any time prior to the expiration or sooner termination of this License.

34. RESTORATION AND SURRENDER OF PREMISES/TITLE TO IMPROVEMENTS

On expiration or termination of this Agreement, Licensee shall, without compensation to Licensee, promptly surrender and deliver the Premises to Licensor in as good condition as such were at the commencement date of this Agreement, reasonable wear and tear excepted. Licensee also shall, without compensation to Licensee, surrender all improvements to Licensor in good condition and repair, ordinary wear and tear excepted, free and clear of all liens and encumbrances. Licensee also shall remove all of its trade fixtures and other personal property. Licensor may in its sole discretion accept all or any portion of the Premises, as then improved with improvements and no sum whatsoever shall be paid to Licensee or any other person; or Licensor may require Licensee to remove all or any portion of such improvements, at Licensee's own risk and cost and expense; or Licensor may itself remove or have removed all or any portion of such improvements, at Licensee's own risk and cost and expense. If required by

Licensor to do so, in removing any such improvements, Licensee shall restore the Premises as nearly as possible to the conditions existing prior to their installation or construction. All such removal and restoration shall be to the satisfaction of Licensor and shall be completed within thirty (30) days of the expiration or termination of this Agreement, provided, however, that Licensee shall be considered a holdover licensee after expiration or termination of the Agreement until the time Licensee completes this removal and restoration work, including, without limitation, the removal of all of its trade fixtures and other personal property left on the Premises. In addition, all of Licensee's trade fixtures and other personal property left on the Premises after the expiration of this 30-day period, regardless of cause, shall be deemed abandoned by Licensee. In Licensor's sole discretion, it may choose to do one or more of the following: (1) take any or all of such trade fixtures and other personal property as Licensor's property; (2) store any or all of such trade fixtures and other personal property in a public warehouse or other location at the sole cost, expense and risk of Licensee, and for the account and in the name of Licensee; or (3) dispose of any or all of such trade fixtures and other personal property without any liability to Licensee. In addition, Licensee's indemnification, hold harmless and defense obligations set forth in this Agreement shall apply to such trade fixtures and/or other personal property, and to Licensor's action with respect thereto.

35. DEFAULT BY LICENSEE

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

36. INSOLVENCY OF LICENSEE

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

37. CUMULATIVE REMEDIES

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

38. NO ASSIGNMENT

This Agreement is personal to Licensee, and Licensee shall 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.

39. WAIVER OF DEFAULT

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

40. CONSENT

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

41. FORCE MAJEURE – UNAVOIDABLE DELAYS

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

42. NOTICE

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

LICENSOR:

City of Huntington Beach
Attn: Director of Community Services
2000 Main Street
Huntington Beach, CA 92647

LICENSEE:

Children's Bureau of Southern California
50 South Anahiem Boulevard, Ste. 241
Anaheim, CA 92805

43. BINDING ON HEIRS AND SUCCESSORS

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

44. SURVIVAL

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

45. WAIVER OF CLAIMS

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

46. CONFLICT OF INTEREST

Licensee warrants and covenants that no official or employee of Licensor, nor any business entity in which an official or employee of Licensor is interested, (1) has been employed or retained by Licensee to solicit or aid in the procuring of this Agreement; or (2) shall be employed by Licensee in the performance of this Agreement without the immediate written divulgence of such fact to Licensor. In the event Licensor determines that the employment of any such official, employee or business entity is not compatible with such official's or employee's duties as an official or employee of Licensor, Licensee, upon request of Licensor,

shall terminate such employment immediately. For default or violation of this Section, Licensor shall have the right both to terminate this Agreement without liability and, in its discretion, recover the full amount of any such compensation paid to such official, employee or business entity. No official or employee of Licensor shall have any financial interest in this Agreement in violation of the applicable provisions of the *California Government Code*.

47. INDEPENDENT CONTRACTOR

Licensee is, and shall be, acting at all times in the performance of this Agreement as an independent contractor herein and not as an employee of Licensor. Licensee shall secure at its expense, and be responsible for all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions of Licensee and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

48. LEGAL SERVICES SUBCONTRACTING PROHIBITED

Licensee and Licensor agree that Licensor is not liable for payment of any subcontractor work involving legal services, and that such legal services are expressly outside the scope of services contemplated hereunder. Licensee understands that pursuant to Huntington Beach City Charter Section 309, the City Attorney is the exclusive legal counsel for Licensor; and Licensor shall not be liable for payment of any legal services expenses incurred by Licensee.

49. SECTION HEADINGS

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

intent of the parties or affect the construction or interpretation of any provision of this Agreement.

50. MODIFICATION

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

51. INTERPRETATION OF THIS AGREEMENT

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

52. GOVERNING LAW

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

53. MEDIATION

Before either of the parties files a lawsuit regarding a dispute with respect to this Agreement, the parties will attempt to resolve any such dispute through mediation. The parties shall mutually select a third-party mediator and share the costs of such mediator.

54. ATTORNEY'S FEES

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

55. DUPLICATE ORIGINAL

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

56. ENTIRETY

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

exhibits, contain the entire agreement between the parties respecting the subject matter of this Agreement, the Premises, the licensing of the Premises to Licensee, or the term created under this Agreement and supercede all prior understandings and agreements, whether oral or in writing between the parties respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on _____, 2007.

LICENSEE:

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA, a California nonprofit corporation

By: Alex Morale
ALEX MORALE
print name

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

AND
By: Richard Klein
Richard Klein
print name

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

LICENSOR:

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

Mayor

City Clerk

APPROVED AS TO FORM:

Jennifer M. Johnston
City Attorney MV-01-07 2/19/07

INITIATED AND APPROVED:

John B. Eagle
Director of Community Services

REVIEWED AND APPROVED:

Perelge Cullin
City Administrator

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Exhibit "A"

The premises is commonly known as 17261 Oak Lane, Huntington Beach, CA 92647, whose southwest corner is located approximately 100 feet south and 125 feet west from the most northeasterly corner of Orange County assessor's parcel 165-241-37, see Exhibit "B",

more specifically described as:

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

Excepting therefrom the north 330.00 feet of the west 263.56 feet.

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ACORD CERTIFICATE OF LIABILITY INSURANCE

PRODUCER
 Chapman & Associates
 License #0522024
 P. O. Box 5455
 Pasadena CA 91117-0455
 Phone: 626-405-8031 Fax: 626-405-0685

OF ID: **MM**
CHILD-1 DATE (MM/DD/YYYY)
01/10/07

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
 Children's Bureau of
 Southern California
 3910 Oakwood
 Los Angeles CA 90004

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Riverport Insurance Company	
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sex Abuse <input checked="" type="checkbox"/> Professional GEN. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	RIC0007664	11/27/06	11/27/07	EACH OCCURRENCE \$ 1,000,000. DAMAGE TO RENTED PREMISES (EA occurrence) \$ 50,000. MED EXP (Any one person) \$ 5,000. PERSONAL & ADV INJURY \$ 1,000,000. GENERAL AGGREGATE \$ 3,000,000. PRODUCTS - COMP/OP AGG \$ 3,000,000. Emp Ben. 1,000,000.
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	RIC0007664	11/27/06	11/27/07	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	REL0007665	11/27/06	11/27/07	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ 500,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				WC & ALL TORY LIMITS <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

APPROVED AS TO FORM
Jennifer McGrath
 JENNIFER McGRATH, City Attorney

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 The city of Huntington Beach, its agents officers and employees are named as additionally insured with respects to the operations of the named insured. *10 Days Notice of Cancellation- RE: CDBE Oak View FRC at 17261 Oak View Lane, Kuntington Beach, CA. 92647

CERTIFICATE HOLDER

CITY OF HB
 City of Huntington Beach
 Risk Management Division
 2000 Main St.
 Huntington Beach CA 92648

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT THIS NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mendoza

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

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

COUNTY OF ORANGE
SOCIAL SERVICES AGENCY
888 N. MAIN STREET
SANTA ANA CA 92701

CITY OF HUNTINGTON BEACH, ITS AGENTS, OFFICERS AND EMPLOYEES
AND THE REDEVELOPMENT AGENCY OF THE CITY OF HUNTINGTON
BEACH
ATTN: RISK MANAGEMENT
2000 MAIN STREET
HUNTINGTON BEACH CA 92648

CITY OF THOUSAND OAKS AND ITS OFFICIALS, EMPLOYEES AND
VOLUNTEERS
THOUSAND OAKS REDEVELOPMENT AGENCY
1401 E. JANS ROAD
THOUSAND OAKS CA 91362

THE STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION
12400 WILSHIRE BLVD., 15TH FLOOR
LOS ANGELES CA 90025

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

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

E8.34

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 07-20-2006

GROUP:
POLICY NUMBER: 1592777-2006
CERTIFICATE ID: 239
CERTIFICATE EXPIRES: 07-01-2007
07-01-2006/07-01-2007

CITY OF HUNTINGTON BEACH
ATTN: RISK MANAGEMENT
2000 MAIN ST
HUNTINGTON BEACH CA 92648-2702

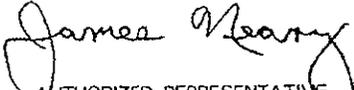
SC

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.


AUTHORIZED REPRESENTATIVE


PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 07-01-2001 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

APPROVED AS TO FORM


JENNIFER McGRATH, City Attorney

EMPLOYER

CHILDREN'S BUREAU OF SOUTHERN CALIFORNIA SC
3910 OAKWOOD AVE
LOS ANGELES CA 90004

[B10,SC]
PRINTED : 07-20-2006

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