

SECOND AMENDMENT TO HERMOSA BEACH COMMUNITY CENTER LEASE AGREEMENT

This Second Amendment to the Hermosa Beach Community Center Lease Agreement (“First Amendment”) is entered into by and between the City of Hermosa Beach, a municipal corporation (“City”) and STAR Education (“Lessee”) as of November ____, 2020.

RECITALS

- A. City and Lessee are parties to that Hermosa Beach Community Center Lease Agreement dated July 28, 2020 (the “Agreement”) and a First Amendment to the Agreement, providing STAR Education access to additional classroom and outdoor space at the Community Center to support a temporary program expansion in response to COVID-19 precautionary measures.
- B. The parties desire to amend the Agreement to reduce the required insurance liability limits through December 31, 2020 due to Lessee’s inability to obtain a \$2 million policy so close to the expiration of its existing policy. Upon expiration of its existing policy on December 31, 2020, Lessee shall obtain the required \$2 million insurance policy

NOW, THEREFORE, in consideration of the foregoing, the Agreement is amended as follows:

1. Section 7 of the Agreement entitled “Insurance Liability” is amended to read as follows:

“Lessee shall obtain and maintain Comprehensive General and Automobile Liability insurance protecting Lessee in amounts not less than \$1,000,000 for personal injury to any one person, \$1,000,000 for injuries arising out of any one occurrence, and \$1,000,000 for property damage or a combined single limit of \$1,000,000 through December 31, 2020. Subsequent to the expiration of Lessee’s existing insurance policy on December 31, 2020, Lessee shall obtain and maintain Comprehensive General and Automobile Liability insurance protecting Lessee in amounts not less than \$2,000,000 for personal injury to any one person, \$2,000,000 for injuries arising out of any one occurrence, and \$2,000,000 for property damage or a combined single limit of \$2,000,000. Such insurance shall name City of Hermosa Beach and their officers, employees, elected officials and members of Boards of Commissions as additional insured parties. Coverage shall be in accordance with the sample certificates and endorsements attached hereto and **must include** the coverage and provisions indicated.

Lessee shall file and maintain the required certificates(s) of insurance with the other party to this agreement at all times during the term of this agreement. The certificate(s) is to be filed prior to the commencement of the work or event and should state clearly:

- a. The additional insured requested;
- b. Thirty-day prior notice of change or cancellation to the City of Hermosa Beach;
- c. Insurance is primary to that of the Additional Insured;
- d. Coverage included; and
- e. Waiver of subrogation.
 - i. Lessee hereby grants to City a waiver of any right to subrogation which any insurer of said Lessee may acquire against the City by virtue of the payment of any loss under such insurance. Lessee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Worker's Compensation Insurance. Lessee shall obtain and maintain at all times during the term of this agreement, Worker's compensation and Employers Liability insurance and furnish the City (or Agency) with a certificate showing proof of such coverage. Such insurance shall not be canceled or materially changed without a thirty (30) day prior written notice to: City Manager, City of Hermosa Beach.

Insurance Companies. Insurance companies must be rated (B:XIII) or better in Best's Insurance Rating Guide.

- 2. Section 9(c) of the Agreement entitled "Construction" is amended to read as follows:
 - c. STAR's agreement with its contractor/vendor will require the vendor to maintain insurance per City's specifications
- 3. Section 9(d) of the Agreement entitled "Construction" is amended to be deleted.

Except as above modified, in all other respects the Agreement is hereby reaffirmed in full force and effect.

STAR EDUCATION

KATYA BOZZI

CITY OF HERMOSA BEACH

By _____
CITY MANAGER
Suja Lowenthal

ATTEST:

CITY CLERK
Eduardo Sarmiento