

AMENDMENT 2 TO PROPERTY USE AGREEMENT

THIS AMENDMENT 2 TO PROPERTY USE AGREEMENT ("Amendment") is made on _____, 2025 ("Effective Date"), by and between the City of Oceanside, a municipal corporation ("CITY") and North County Community Services, DBA Growing Minds Early Education Programs, a California private non-profit corporation ("PERMITTEE").

RECITALS

WHEREAS, CITY and PERMITTEE entered into a Property Use Agreement ("Agreement") dated December 16, 2015, for the exclusive use of the areas designated as the day care center space, playground area and the patio area, and the non-exclusive use in common with others, the kitchen area and the common areas of the building located at 709 San Diego Street, in the City of Oceanside, County of San Diego, State of California, commonly known as the Balderrama Community Center ("Premises"); and

WHEREAS, CITY and PERMITTEE entered into Amendment 1 to Agreement, dated November 18, 2020, which extended the term of the Agreement through December 31, 2025; and

WHEREAS, CITY and PERMITTEE are desirous of extending the term of the Agreement for five (5) years, through December 31, 2030 under the terms and conditions of the Agreement at the CITY's calculated fair market property use payment rate.

NOW, THEREFORE, in consideration of the covenants and conditions contained herein, the parties hereto agree to amend the Agreement as follows:

AGREEMENT

1. **SECTION 2: TERM**, Subsection **2.01 Commencement** is hereby deleted in its entirety and replaced with the following language:

2.01 Commencement. The term of this Agreement for the Premises is extended for an additional **five (5) years**, effective January 1, 2026, and terminating on December 31, 2030.

2. **SECTION 3: PROPERTY USE PAYMENT**, Subsection **3.02 Property Use Payment** is hereby deleted in its entirety and replaced with the following language:

3.02 Property Use Payment. PERMITTEE agrees to pay CITY for the **first (1st) year** of the extended term of this Agreement the annual amount of **Seventy-Eight**

Thousand Dollars (\$78,000), payable on or before the **first (1st) day** of each month in the amount of **Six Thousand Five Hundred Dollars (\$6,500)** for its use and occupancy of the Premises in accordance with the covenants, conditions and provisions of this Agreement.

3. **SECTION 5: INSURANCE RISKS/SECURITY**, Subsection **5.02 Insurance** is hereby deleted in its entirety and replaced with the following language:

5.02 Insurance. Without limiting PERMITTEE's indemnification of the CITY provided for herein, PERMITTEE shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance with the endorsements of the type, amounts, terms and conditions described in the **Insurance Requirements** attached hereto as **Exhibit "B"** and incorporated herein by reference.

4. All other terms, conditions, covenants and provisions of the Lease shall remain in full force and effect. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control. Except as expressly modified by this Amendment, the Lease and all of its terms and conditions, shall remain in full force and effect.

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IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do herein agree to the full performance of this Amendment.

CITY

THE CITY OF OCEANSIDE

APPROVED AS TO FORM

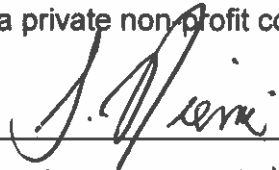
By: _____
Jonathan Borrego
City Manager

By:  C. 1887.
City Attorney

Date: _____

PERMITTEE

NORTH COUNTY COMMUNITY SERVICES,
dba GROWING MINDS EARLY EDUCATION PROGRAMS,
a California private non-profit corporation

By: 

Name: Susan Niemi

Title: Executive Director

Date: November 13, 2025

NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE(S) MUST BE ATTACHED

EXHIBIT "B"
INSURANCE REQUIREMENTS

1. **Provision of Insurance.** Without limiting LESSEE indemnification of the CITY Parties, LESSEE shall procure and maintain for the duration of the Term of this Agreement, policies of insurance against claims for injuries to persons or damages to property which may arise from or in conjunction with LESSEE's operation and use of the Premises, with the endorsements described herein, of the type, in the amounts, terms and conditions described below, in a form satisfactory to CITY. The costs of such insurance and endorsements shall be borne by LESSEE. LESSEE agrees to provide CITY with the insurance and endorsements in accordance with the requirements set forth herein. If LESSEE uses existing coverage to comply and that coverage does not meet these requirements, LESSEE agrees to amend, supplement or endorse the existing coverage.
2. **Acceptable Insurers.** All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' A. M. Best's rating of no less than A: VIII in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the CITY Attorneys' Office.
3. **Insurance Coverage Requirements.**

A. Commercial General Liability Insurance (CGL).

Including products & completed operations, property damage, bodily injury & personal & advertising injury with the following minimum limits:

Combined Single Limit Per Occurrence no less than	\$2,000,000
With General Aggregate limits no less than	\$4,000,000

LESSEE shall maintain commercial general liability insurance, and if necessary, umbrella liability insurance, with coverage at least as broad as provided by Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence, four million dollars (\$4,000,000) general aggregate. The policy shall cover liability arising from Premises, operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with no endorsement or modification limiting the scope of coverage for liability assumed under a contract. The commercial general liability insurance must include coverage for sexual abuse/molestation and corporal punishment. If the policy does not include this coverage, LESSEE shall procure separate

coverage as noted below.

B. Automobile Liability Insurance.

(Only applicable if LESSEE uses automobiles in connection with LESSEE's operations at the Premises)

Combined Single Limit \$1,000,000

LESSEE shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of LESSEE arising out of LESSEE's use of the Premises under this Agreement or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rental vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit each accident.

C. Workers' Compensation Insurance. Statutory Limits

Employer's Liability Insurance Per Accident
For bodily injury or disease not less than \$1,000,000

D. Umbrella or Excess Insurance Policy.

LESSEE may use Umbrella or Excess Policies to provide the liability limits as required in this Agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage as least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until LESSEE's primary and excess liability policies are exhausted.

E. Sexual Abuse & Molestation Liability Insurance (SAM).

Per Occurrence \$1,000,000

General Aggregate \$2,000,000

4. **Endorsements Required to Be Provided CITY.** Separate endorsements to the insurance referenced above shall be required as follows:

A. **Additional Insured.**

The CITY Parties are to be covered as additional insureds on each of the liability policies required in this **Exhibit "B"** including all CGL, all Excess or Umbrella liability, and SAM liability insurance.

B. **Waiver of Subrogation.**

LESSEE hereby grants to CITY a waiver of any right to subrogation which any insurer of 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 these waivers of subrogation, but this provision applies regardless of whether or not the CITY has received the required endorsements.

C. **Notice of Cancellation.**

All policies shall provide CITY with thirty (30) calendar days' notice of cancellation (except for nonpayment for which ten (10) calendar days' notice is required) or nonrenewal of coverage for each required coverage.

D. **Primary and Non-Contributory.**

For any claims related to this Agreement, the LESSEE's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 12 19 as to the CITY Parties. Any insurance maintained by the CITY, its officers, officials, employees, agents or volunteers shall be excess of LESSEE's insurance and shall not contribute with it.

5. **Additional Agreements Between the Parties.** The Parties hereby agree to the following:

A. **Evidence of Insurance.**

LESSEE shall provide certificates of insurance to CITY as evidence of the insurance coverage required herein, along with hard copies of the required endorsements specified above. Insurance certificates and endorsements must be approved by the CITY Attorneys' Office (or CITY's Risk Manager) prior to the Effective Date of this Agreement. Current certification of insurance and endorsements will be kept on file with CITY during the term of this Agreement. CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

B. **City's Right to Revise Requirements.**

CITY reserves the right at any time during the term of this Agreement to change the amounts, the types of insurance and the endorsements required by giving LESSEE sixty (60) calendar days' advance written

notice of such change.

C. **Enforcement of Agreement Provisions.**

LESSEE acknowledges and agrees that any actual or alleged failure on the part of CITY to inform LESSEE of LESSEE's non-compliance with any requirement imposes no additional obligations on CITY nor does it waive any rights hereunder.

D. **Requirements not Limiting.**

Requirements of specific coverage features or limits contained in this Exhibit "B" are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

E. **City Remedies for Non-Compliance.**

If LESSEE or any contractor of LESSEE fails to provide and maintain insurance as required in this Agreement, then CITY shall have the right, but not the obligation, to purchase such insurance, to terminate this Agreement, or to suspend LESSEE's right to proceed until proper evidence of insurance is provided.

F. **Timely Notice of Claims.**

LESSEE shall give CITY prompt and timely notice of claims made or suits instituted that arise out of or result from LESSEE's operations or performance under this Agreement, and that involve or may involve coverage under any of the required liability policies. CITY assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve CITY.

G. **Lessee's Insurance.**

LESSEE shall also procure and maintain, at its own cost and expense, any additional kinds of insurance which, in its own judgment, may be necessary for its proper protection and prosecution of its operations and work.

H. **Available Excess Insurance.**

If CITY maintains broader coverage and/or higher limits than the minimums shown above, CITY requires and shall be entitled to the

broader coverage and/or the higher limits maintained by LESSEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CITY.

I. **Accident Reporting.**

LESSEE shall, within seventy-two (72) hours after occurrence, report to CITY any accident causing property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

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CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

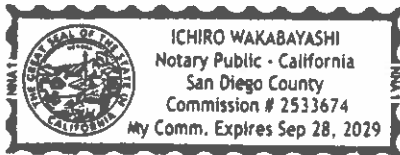
State of California

County of SAN DIEGO

On 11/13/2025 before me, ICHIRO WAKABAYASHI, NOTARY
Date Here Insert Name and Title of the Officer

personally appeared SUSAN ANN NIEMI
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Ichiro Wakabayashi
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: AMENDMENT 2 TO PROPERTY USE AGREEMENT

Document Date: NOVEMBER 13, 2025 Number of Pages: 8 + CERT.

Signer(s) Other Than Named Above: N/A JONATHAN BORRERO, CITY ATTORNEY

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____

Signer's Name: SUSAN ANN NIEMI

☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer is Representing: _____