

**AMENDMENT NUMBER ONE
TO FACILITY USE LICENSE AGREEMENT
WITH
CENTRO EVANGELISTICO VIDA NUEVA**

This Amendment Number One (“Amendment”) is made and entered into this 30th day of June, 2019 (“Effective Date”), by and between the CITY OF COSTA MESA, a municipal corporation (“City”), and CENTRO EVANGELISTICO VIDA NUEVA, a California nonprofit corporation (“Licensee”).

WHEREAS, City and Licensee entered into a Facility Use License Agreement on January 1, 2019 for Licensee’s use of the Costa Mesa Senior Center (the “Agreement”); and

WHEREAS, Section 4.0 of the Agreement provides for a term of six (6) months, with the option to extend the term of the Agreement for three (3) additional six (6) month periods; and

WHEREAS, City and Licensee desire to extend the term for six (6) months, through December 31, 2019.

WHEREAS, City and Licensee also desire to further amend the Agreement to reflect Licensee’s obligations pursuant to the City’s prohibition against the use of expanded polystyrene products at City facilities.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended through December 31, 2019.
2. Section 5.0 of the Agreement shall be amended to add a new subsection (m) as follows:

(m) Comply with the City’s prohibition against the use of expanded polystyrene (“Styrofoam”) products at City facilities. Licensee understands and agrees that Licensee shall not use Styrofoam products at the Property and that Licensee is responsible for preventing the use and/or distribution of Styrofoam products by any of Licensee’s guests or invitees. Licensee further understands and agrees that violation of this provision may result in the forfeiture of the Security Deposit if the Parks and Community Services Director or his or her designee determines that such products were used in violation of this provision.
3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.
4. All other terms, conditions, and provisions of the Agreement not in conflict with this Amendment shall remain in full force and effect.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first written above.

LICENSEE



Signature

Date: 07-02-2017

Juan V. Padilla, Pastor

Name and Title

CITY OF COSTA MESA



Acting City Manager

Date: 7/22/19

ATTEST:



City Clerk



Date: 7/26/19

APPROVED AS TO FORM:



City Attorney

Date: 7/22/19

DEPARTMENTAL APPROVAL:



Parks and Community Services Director

Date: 7/2/19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION
FOR SPECIFIC ACTIVITY**

This endorsement modifies insurance provided under the General Liability Coverage Part.

The following is added to the General Liability Additional Provisions Form.

Additional Insured Person(s) or Organization(s):			
Name:	The City of Costa Mesa & Its elected officers, & appointed boards, officers, agents and employees.		
Address:	Senior Center 695 W. 19th St		
	Costa Mesa City	CA State	92627-2715 Zip
Activity:	Evidence of insurance for use of facilities located at: 695 W 19th St Costa Mesa Ca 92627-2715. Certificate holder is named additional insured but only with respects to the premises leased to the Named Insured, subject to policy terms, conditions and exclusions. Policy #: 0200455-02-003489		
Date(s):	Effective: 06/24/2019 - 06/24/2022		

A. ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION FOR SPECIFIC ACTIVITY

1. Paragraph C., Who is An Insured, is amended to include the person(s) or organization(s) shown above, but only with respect to "bodily injury," "property damage," "personal injury," and "advertising injury" liability, and only with respect to operations of the Named Insured that are directly related to the activity shown above during the dates shown above.