



THE CITY OF SAN DIEGO

September 22, 2000

State of California
Department of Transportation
Leasehold Section - Gaylord Grimes
P.O. Box 85406
San Diego, CA 92138

Reference: Lease Agreement - Your Airspace Ground Lease Area IT-SD-5-26 (FLA)

Dear Mr. Grimes:

Pursuant to Article 3.2 of the above referenced ground lease, the City of San Diego (Tenant) hereby exercises its option to extend the term of the lease. Under the terms of the lease option, the lease is extended for an additional five years, commencing November 1, 2000 and expiring October 31, 2005. The terms and conditions of the existing lease remain in full force and effect.

Please acknowledge receipt of this notice by signing the enclosed copy of this letter and return it to the City Real Estate Assets Department. Enclosed is a check in the amount of \$2,560 as pre-paid rent for the extended five year term. Should you require additional information or have any questions, please contact Christian Anderson, Property Agent, at 236-7073.

Sincerely,

Jane E. Vickers, Deputy Director
Asset Management and Marketing Division

JEV/CPA/jmj

Enclosure

cc: Community Services Department

FILE: Leases - City/State of CA/Dept. of Trans.

I:\WPO\2000\Anderson\L-DEPT OF TRANS.wpd

Acknowledged & Accepted this 2nd
day of October, 2000.

By:

The State of California (Landlord)



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199
Tel (619) 236-6020 Fax (619) 236-6706

COPY
A G R E E M E N T

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and ALPHA PROJECT FOR THE HOMELESS, INC., herein called "Contractor."

R E C I T A L S

A. City has received a total of ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$162,840) from The County of San Diego and Emergency Shelter Grant Program (ESGP) funds for the express purpose of providing services to the homeless population in San Diego.

B. City desires to engage Contractor to perform certain services relative to the operation of the NEIL GOOD DAY CENTER.

C. Contractor is ready, willing, and able to perform such services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Contractor agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings indicated:

a. "City Council" - the elected officials of the City of San Diego, acting through the City Manager and the Manager's designees.

b. "Community Services Program" - the City staff that administers and monitors social service programs for the City, acting through the City Manager and the Manager's designees.

DOCUMENT NO. RA-287568-3

FILED JUL 0 1 1996
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

c. "HUD" - the U.S. Department of Housing and Urban Development, acting through its Secretary and the Secretary's designees.

d. "CDBG Program" - the City's Community Development Block Grant Program.

e. "Emergency Shelter Grant Program (ESGP) Funds" - funds allocated to the City by HUD and dispersed by City to Contractor to provide services to the homeless population in the San Diego area.

f. "Contractor" - the agency or entity that will operate the Project named in the recitals.

g. "Project" - Contractor's Project as embodied in this Agreement.

h. "Subcontractor" - any entity other than the City that furnishes supplies or services to the Contractor relative to this Agreement, other than office space, standard commercial supplies, or printing services.

i. "Operating Manual" - the City's Operating Manual for Social Service Programs" which contains prescribed procedures for fiscal management and accountability.

2. SCOPE OF SERVICES. Contractor hereby agrees to perform the services specifically described in Exhibit A, attached hereto and incorporated herein by reference, according to the terms and conditions of this Agreement.

3. DRUG-FREE WORK PLACE. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free work place by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the work place.
- 2) The organization's policy of maintaining a drug-free work place.
- 3) Any available drug counseling, rehabilitation, and employee assistance programs.
- 4) The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the drug-free policy in a prominent place.

d. Including language in each subcontract which indicates the subcontractor's agreement to abide by provisions of the drug-free work place program. Contractors and subcontractors shall be individually responsible for their own drug-free work place program.

4. LITERACY SERVICES. Contractor shall identify clients in need of assistance with reading and writing skills and shall

provide direct tutorial services; or shall refer such clients to other programs providing such services.

5. AMERICANS WITH DISABILITIES ACT. Every person or organization awarded a contract, lease, or grant by the City of San Diego acknowledges and agrees that it is aware of and will comply with Council Policy 100-04, adopted by Resolution No. 282153 relating to the Federally mandated Americans with Disabilities Act (ADA). Contractors and subcontractors will be individually responsible for their own ADA program.

6. PERIOD OF PERFORMANCE. The services to be performed by Contractor, as set forth herein, shall commence on July 1, 1996 and end on June 30, 1997 unless sooner terminated in accordance with the provisions hereof, except for submission of the final report.

7. PROJECT BUDGET AND EXPENDITURES. The Project Budget is set forth in Exhibit B, attached hereto and incorporated herein by reference. Additional contractual provisions related to fiscal accountability, a list of eligible and ineligible Project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions are contained in the Operating Manual, a copy of which has been provided to Contractor. Contractor hereby agrees to comply with the procedures prescribed therein. Any desired changes to these procedures shall be requested by Contractor in writing and approved by the Community Services Program before such changes are implemented. Contractor represents that the Budget includes only allowable costs, and an accurate analysis of

costs applicable to CDBG funds pursuant to 24 CFR Part 502, which includes requirements for compliance with the following in addition to other requirements:

a. If Contractor is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or

b. If Contractor is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Non Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular A-110. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

8. COMPENSATION. The total compensation to be paid to Contractor under this Agreement shall not under any circumstances exceed ONE HUNDRED SIXTY-TWO THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$162,840). Any expenditures by Contractor that are not within the prescribed limitations of Exhibit B, the Operating Manual, and applicable laws, rules, and regulations are not chargeable to Project and shall be borne by Contractor.

9. FIDELITY BONDING. Prior to any expenditure for any purpose hereunder, except for fidelity bonding, Contractor shall furnish City a written assurance that all persons who will handle funds to be received or expended hereunder are covered by a fidelity bond in the amount of \$100,000 or one-half of the aforementioned total compensation, whichever is less. Contractor shall immediately notify City if the bond or bonds are reduced or

canceled. City shall make no further payments to Contractor until it has received written notification that adequate fidelity bonding has been restored.

10. METHOD OF PAYMENT. City may, at its discretion, make an advance payment to Contractor in an amount not to exceed EIGHTEEN THOUSAND SEVEN HUNDRED EIGHT-NINE DOLLARS (\$18,789) to meet the cost of salaries and operating expenses during the first six weeks of Project operations. This advance shall be charged against the costs of the last six weeks of Project operations. Any unexpended funds from the advance payment shall be returned to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement. Contractor shall be reimbursed each month for eligible expenditures, provided that the reports required by the Operating Manual are received by City on such forms as City may require within 10 days after the end of each month. The final payment to Contractor shall be withheld until the final report has been received by City.

11. ADDITIONAL FUNDING SOURCES. If Contractor has received additional funding for Project from a source or sources other than City, the use of which requires that Contractor make an accounting to or be subject to an audit by such other source, Contractor shall charge Project expenditures to the appropriate funding source at the time incurred. It is expressly understood by Contractor that any cost incurred in connection with Project which is properly chargeable to and actually claimed for compensation under a funding source other than City shall not be allowed as a chargeable cost under this Agreement.

12. PROJECT REVENUE. All monies that accrue to Contractor from the deposit of CDBG funds in any interest bearing account shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement. Upon receipt of written approval from the Community Service Program, funds generated through client fees may be used to improve the services being performed by Contractor. Contractor shall submit to City, for prior approval, a written budget detailing how generated fees will be utilized. An accounting of client fee expenditures shall be included in Contractor's monthly reports that are submitted to City. If approval for expenditure of funds is not granted, these funds shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement, as required by 24 CFR Part 507.503(b).

13. AUDITS. Under the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of Federal funds, Contractor is required to have an annual audit conducted in accordance with Federal Office of Management and Budget (OMB) Circulars A-110, A-128, and A-133. To ensure compliance, Contractor shall provide the City with two copies of the audit report within 30 days of completion.

14. UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor shall comply with applicable uniform administrative requirements as described in 24 CFR Part 570.502.

15. COMPLIANCE WITH APPLICABLE LAWS. Contractor agrees to comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits, including but not limited to Federal CDBG financial and contractual procedures, and OMB

Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N, and O, as set forth in 24 CFR Part 570.502(b). Said Federal documents are on file in the Community Services Program office, 1200 Third Avenue, Suite 924, San Diego, 92101, and are incorporated herein by reference.

16. INELIGIBILITY OF CONTRACTORS OR SUBCONTRACTORS. Contractor shall not use CDBG funds directly or indirectly in its operations, or to employ, award contracts to, or otherwise engage the services of, or fund any Subcontractor during any period of debarment, suspension, or placement in ineligibility status of the Contractor or such Subcontractor under the provisions of 24 CFR Part 24.

17. SUSPENSION OF PAYMENTS. Other provisions of this Agreement notwithstanding, City may elect to suspend one or more payments to Contractor, or terminate this Agreement in accordance with 24 CFR Part 85.43 as a result of any of the following circumstances. In such case, Contractor hereby agrees not to expend any funds related to or connected with any area of controversy or conflict which shall have resulted in the suspension of payment or termination of funding.

a. Noncompliance. Contractor shall have failed to comply with any of the terms or conditions of this Agreement.

b. Misrepresentation. Contractor, with or without knowledge, shall have made substantial and material misrepresentations in regard to information furnished to City.

c. Unauthorized Actions. Contractor shall have taken any action relative to Project which required approval by City or

the Community Services Program, without having obtained such approval.

d. Litigation. Contractor shall have become subject to pending litigation with respect to the performance of its duties and obligations hereunder, including any court action or proceeding involving the Federal Bankruptcy Act, which litigation may jeopardize or adversely affect the understanding of and carrying out of Project.

e. Reports. Contractor shall have failed to submit any report and supporting document to City as required by this Agreement and the Operating Manual, or shall have failed to submit any other report as may be required by City, or shall have failed to submit any report and supporting documentation on the date prescribed by City.

f. Termination of Grant Funds. HUD shall have suspended or terminated a portion or all of the CDBG funds allocated to City.

g. Federal Directives. Contractor shall have been unable or unwilling to comply with any additional terms or conditions relative to Project that may be required by newly enacted Federal laws, or changes in Federal rules, regulations, or other directives.

h. Conditional Use Permit (CUP). Contractor shall abide by all terms and conditions set forth in the CUP issued for the Neil Good Day Center, on file in the Office of the City Clerk as CUP-86-0955.

i. Contractor shall abide by the restrictions, terms, and conditions set forth in the State of California Department of Transportation Airspace Ground Lease of the property on which the Neil Good Day Center is physically located in respect to operation, maintenance and repair, and sign display. Contractor shall maintain the leased premises, improvements and landscaping thereon, including fences and guard rails theretofore or hereafter erected, in good repair and in compliance with all requirements of the law. Contractor shall take all steps necessary to effectively protect the fences, guard rails, and the piers and columns, if any, of the viaduct from damage incident to Contractor's use of said premises and improvements, all without expense to the City.

18. PROJECT RECORDS. Contractor shall maintain detailed administrative and fiscal records as required by the Operating Manual during the term of this Agreement. Contractor shall allow authorized City employees or authorized agents of City, or authorized representatives of the U.S. Government or their agents, to inspect its premises, books, accounting documents, payrolls, and other Project records for the purpose of auditing, monitoring, or evaluating Project. Contractor shall store such records and documents for a period of three years after submission of the final expenditure report for the contract period, or three years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longer. During this period, City and U.S. Government representatives or their authorized agents shall

have access to such records and documents at any time. In no case shall the Contractor dispose of Project records without first informing the City of its intent to do so.

19. ORAL REPRESENTATIONS. This Agreement and the exhibits and references incorporated herein fully express all understandings of the parties concerning the matters covered herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change or amendment to this Agreement which has been duly approved and executed in accordance with the procedures described herein.

20. CHANGES OR AMENDMENTS TO AGREEMENT. Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be accomplished only in the following manner:

a. A non-substantive change which does not affect the total compensation specified herein shall be approved in writing by the Community Services Program and Contractor's authorized representative.

b. A substantive change to any of the terms or conditions of this Agreement, or a change which affects the total compensation specified herein, shall be accomplished by a written amendment to this Agreement which shall be approved by the City Council and signed by the authorized representatives of City and Contractor.

21. EQUAL OPPORTUNITY COMPLIANCE. Contractor acknowledges and agrees that it is aware of, and will comply with, City's Council Ordinance No. 18173, Section 22.2701, EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, which was provided to Contractor prior to the signing of this Agreement. Contractor and all of its subcontractors are individually responsible for abiding by its contents.

Contractor and each of its subcontractors will comply with Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations hereafter enacted. Contractor will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Contractor agrees to require and monitor any and all subcontractors for compliance with equal opportunity and non-discrimination requirements, and to hold City harmless from any and all liability, claims, damages, or injuries to any person in connection with any acts or omissions arising therefrom. Contractor will provide City with all information regarding the employment of subcontractors as a result of this Agreement.

Contractor will provide City with a copy of its Equal Opportunity Program and Equal Opportunity Employment Opportunity (EEO) policies upon request.

22. HUD RULES AND REGULATIONS. The terms and conditions of this Agreement are subject to HUD rules and regulations which are in effect on the effective date of this Agreement. Newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by City.

23. HUD SECTION 3 CLAUSE. The following "Section 3 Clause" is included herein pursuant to the requirements of Title 24, Part 135 (24 CFR Part 135) of the Code of Federal Regulations, and is binding upon the parties to this Agreement. Contractor shall document its good faith efforts to comply with the terms and conditions of the Section 3 Clause, and furnish such documentation to City upon request..

a. The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. Contractor will send to each labor organization or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his or her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. Contractor will include this Section 3 Clause in every subcontract for work in connection with the Project, and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

24. INDEPENDENT CONTRACTOR. Contractor is an independent contractor hereunder, and nothing contained herein shall be construed as creating a relationship of employer and employee between the parties. City shall not be liable for any act or acts of Contractor. Contractor shall notify all prospective subcontractors of its independent status hereunder.

25. ASSIGNABILITY. Contractor shall not assign or subcontract any of the work or services to be performed under this

Agreement, or expend any funds for such purpose without prior written approval of the Community Services Program. Contractor shall provide City with copies of all subcontracts entered into under the terms of this Agreement.

26. HOLD HARMLESS. Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents, or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

27. INSURANCE. Contractor shall obtain and keep in force during the period of this Agreement a policy of comprehensive public liability insurance which insures Contractor against any and all claims of liability, including accident, injury, or death arising from the provision of Project services, or from the ownership, use, operation, maintenance, or administration of Project premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000) for any injury to, or death of, any person or persons in any

accident or occurrence, and shall name City as an additional insured.

28. CONFLICT OF INTEREST. Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from subcontractors or potential subcontractors. In the procurement of supplies, equipment, construction, and services by Contractor, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR Part 570.611 shall apply.

Contractor is subject to all Federal, State, and local conflict of interest laws and policies relative to public contracts and procurement practices, including but not necessarily limited to the provisions of California Government Code section 1090 et seq. and California Government Code section 87100 et seq. Contractor shall not recommend or specify any product, supplier, or contractor with whom Consultant has a direct or indirect financial or organizational interest or relationship that would violate the provisions of any conflict of interest laws. Contractor may be subject to damages to City for any violation or for causing a violation (which thereby voids a contract) and may be subject to further fines or penalties under State law. Contractor shall certify compliance with these provisions to the City. Contractor may also be required to file a Statement of

Economic Interest (Form 730) disclosing relevant economic interests pertinent to this procurement. Such forms, if required, will be placed on file with the Community Program Administrator and City Clerk, and will be made available for public inspection.

29. AGENCY EMPLOYMENT OF CITY PERSONNEL. This Agreement shall be unilaterally and immediately terminated by City if Contractor employs an individual who within 12 months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendations made to the City Council in connection with the selection of Contractor.

30. LOBBYING AND POLITICAL ACTIVITIES. Contractor shall not use any of the funds, personnel, or materials received in connection with this Agreement to influence or to attempt to influence any governmental decision in any manner whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of Federal, State, or local government. The term "influence or attempt to influence" shall mean the making, with the intent to influence, any communication to or appearance before any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate regarding any ballot measure or candidate election.

Contractor acknowledges that funds received for this project have been provided pursuant to a Federal grant, and shall comply with the laws set forth at 31 USC section 1352 (1989), and 24 CFR Part 87. Contractor shall sign and file a certification

form which certifies knowledge of these provisions and promises compliance. The certification shall be a condition precedent to this Agreement and shall be delivered to the City not later than fifteen (15) days after execution of this Agreement. Contractor shall also require this same certification to be included in all subagreements, subcontracts, subgrants, and cooperative agreements involving \$100,000 or more. Further, the Contractor shall disclose any funds from any other source which have been paid by the Contractor or its principals and agents within the last year to influence or attempt to influence decisions of the Federal government by completing, signing, and submitting Standard Form LLL, "Disclose Form to Report Lobbying." Contractor understands that the duty to disclose lobbying activities is a continuing requirement, and therefore shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

31. COMMUNITY ASSISTANCE. Contractor shall encourage clients to participate in community assistance projects (such as litter pickup, graffiti removal, and minor landscaping) as a means of repaying the community for services provided to them with public funds.

32. RELIGIOUS AFFILIATION REQUIREMENTS. Contractor hereby agrees and understands that its facilities and/or services shall be offered to individuals regardless of religious affiliation, and the Contractor will not require any religious instruction, conduct any religious worship or service, or engage in proselytizing as a prerequisite for receiving services offered under

this Agreement. Contractor further agrees to maintain its operation so as to completely separate its religious functions from its operation of the project, and to maintain separate accounts for funds received and used for religious purposes and funds received and used for purposes of this project. In addition, the Contractor shall not discriminate against employees or applicants for employment on the basis of religion, and will not impose any conditions for employment based on religion.

32. TERMINATION OF AGREEMENT. City or Contractor may terminate this Agreement by giving written notice to the other party 30 days prior to the effective date of termination. City may terminate this Agreement at any time if Contractor fails to meet or fulfill its obligations hereunder. In the event of termination by either party, City's liability shall be limited to the pro rata share of the monthly compensation for work or services performed up to the date of termination.

33. EXTENSION OF AGREEMENT. City Manager may, with approval of Contractor, extend the Agreement's period of performance from one to 12 months, beginning July 1, 1997. The Agreement extension is contingent upon City Council action and authorization.

34. OTHER OPERATING PROVISIONS. Contractor covenants to abide by the provisions attached hereto as Exhibits C, D, and E, which are hereby incorporated by this reference.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R 287568 authorizing such execution, and by Contractor.

Dated this JUL 01 1996 day of _____, 1996.

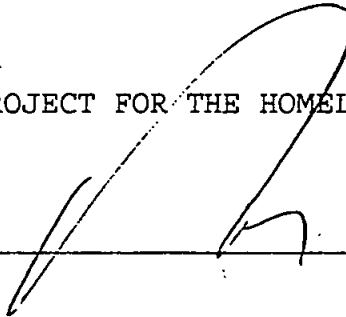
THE CITY OF SAN DIEGO

By



ALPHA PROJECT FOR THE HOMELESS, INC.

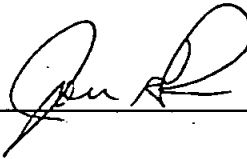
By



I HEREBY APPROVE the form and legality of the foregoing Agreement this 1st day of July, 1996.

JOHN W. WITT, City Attorney

By



File:NGDCBP

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R 287568 authorizing such execution, and by Contractor.

Dated this JUL 01 1996 day of _____, 1996.

THE CITY OF SAN DIEGO

By _____

ALPHA PROJECT FOR THE HOMELESS, INC.

By _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this _____ day of _____, 1996.

JOHN W. WITT, City Attorney

By _____

File:NGDCBP

R - 287568

SCOPE OF SERVICES

EMERGENCY SHELTER GRANT/COUNTY OF SAN DIEGO Emergency Assistance Programs

ALPHA PROJECT FOR THE HOMELESS, INC. Neil Good Day Center for the Homeless

1. PROJECT OFFICE

Contractor shall maintain and operate a day center for the homeless on 17th Street between J and K Streets, and shall provide community services Monday through Friday from 8:00 a.m. to 5:00 p.m., and on Saturdays and Sundays from 8:00 a.m. to 2:00 p.m.

2. PROJECT GOALS

- a. To provide a day retreat for homeless individuals.
- b. To assist homeless individuals in gaining access to existing services.
- c. To provide "basic amenities" to homeless individuals.

3. DRUG AND ALCOHOL-FREE FACILITY

Contractor shall maintain a drug and alcohol-free facility, and shall not condone the use, possession, or distribution of drugs or alcohol.

4. SERVICE DELIVERY SYSTEM AND REQUIREMENTS

Contractor will provide the following services to accomplish project goals:

- a. BASIC SERVICES. Contractor shall provide the following services to the homeless population of downtown San Diego:
 - 1) A daytime refuge shall be provided to a maximum of 200 clients per weekday, and to a maximum of 120 clients per day on weekends.
 - 2) Showers shall be provided to a minimum of 60 clients per weekday, and to 60 clients per day on weekends.

- 3) Laund services shall be provided to a minimum of 10 clients per weekday, and to 10 clients per day on weekends.
 - 4) Mail and message services shall be provided to a minimum of 80 clients per weekday, and to 30 clients per day on weekends.
- b. SUPPORT SERVICES. Contractor shall provide the following support services:
- 1) Information and Referral. Information and referral services shall be provided to inform and refer the homeless population to other programs available.
 - 2) Recreational Activities. Recreational activities shall include, but not be limited to library, chess, and checkers.
 - 3) Employment Assistance Program. The Alpha Project shall operate a program to assist the homeless in accessing full-time employment.
 - 4) Substance Abuse Programming. Regular AA and NA meetings shall be held at the Day Center.
 - 5) Storage. Storage shall be accessible during selected operating hours.
 - 6) Pay Phone. A pay phone shall be accessible to all clients of the Day Center.

5. PROJECT RECORDS

The following project records shall be maintained:

- a. Daytime Refuge Count. A daily count of homeless individuals visiting the Center shall be derived by use of a sign-in sheet.
- b. Facility Use Count. Individuals using the shower and laundry facilities shall be recorded on a daily roster which will include the following information:
 - 1) Intake date
 - 2) Client's name and identification number
 - 3) Client's sex

4) Client's ethnic origin

5) Client's age

6. CONFIDENTIALITY

City and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their families which may be obtained through application forms, interviews, tests, reports, or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract.

7. PROGRAM EFFECTIVENESS

Contractor shall assist City with the development of a methodology for assessing the effectiveness of Contractor's services. This methodology shall include programs goals, objectives, and measures.

8. YEAR-END REPORT

Contractor shall submit a narrative report which summarizes the programmatic goals accomplished during the fiscal year. The report shall be limited to two typewritten pages in length, and shall be submitted no later than thirty (30) days after the close of the fiscal year or termination of this Agreement, whichever occurs first.

BUDGET EXHIBIT FOR OPERATING AGREEMENT

FUNDING SOURCE: Emergency Shelter Grant/County of San Diego

OPERATING AGENCY: Alpha Project for the Homeless

PROJECT: Neil Good Day Center

CONTRACT PERIOD:

SALARY & WAGES	<u>100,472.</u>	
FRINGE BENEFITS	<u>13,785</u>	
TOTAL PERSONNEL		<u>\$114,257</u>
SUPPLIES	<u>3,806</u>	
POSTAGE	<u>384</u>	
FOOD	<u></u>	
CONTRACTUAL SERVICES	<u>10,540</u>	
MAINTENANCE/REPAIR	<u>4,768</u>	
PUBLICATIONS/PRINTING	<u>200</u>	
TRAVEL	<u></u>	
OTHER EXPENSES	<u>601</u>	
RENT	<u></u>	
EQUIPMENT RENTAL	<u>3,240</u>	
INSURANCE	<u>3,900</u>	
UTILITIES	<u>16,260</u>	
TELEPHONE	<u>4,884</u>	
EQUIPMENT PURCHASE	<u></u>	
TOTAL NON-PERSONNE	<u>48,583</u>	
TOTAL PROGRAM		<u>\$162,840</u>

PERSONNEL SCHEDULE

OPERATING AGENCY: Alpha Project for the Homeless

PROJECT: Neil Good Day Center

1	2	3	4	5	6	7	8
POSITION	PERCENT CHARGED	HOURLY RATE	START DATE	END DATE	#: MOS./ PAY PERIODS	SALARY PER MO/PAY PERIOD	TOTAL SALARY
Project Director	54	n/a	07/01/96	06/30/97	52	517.65	26,918
Supervisor	100	\$7.25	07/01/96	06/30/97	52	217.50	11,310
Laundry/Storage	75	\$5.25	07/01/96	06/30/97	52	157.50	8,190
Front Desk	75	\$5.25	07/01/96	06/30/97	52	157.50	8,190
Supervisor/Weekend	80	\$5.25	07/01/96	06/30/97	52	168.00	8,736
Security	100	\$5.25	07/01/96	06/30/97	52	210.00	10,920
Security	60	\$5.25	07/01/96	06/30/97	52	126.00	6,552
Security	60	\$5.25	07/01/96	06/30/97	52	126.00	6,552
Security	40	\$5.25	07/01/96	06/30/97	52	84.00	4,368
Security	40	\$5.25	07/01/96	06/30/97	52	84.00	4,368
Security	40	\$5.25	07/01/96	06/30/97	52	84.00	4,368
						TOTAL	100,472

1. List all personnel charged against City funding.
2. Percent of full time position charged against City funding.
3. Hourly rate of pay of City paid position.
4. The date this position will start being claimed against City funding.
5. The date this position will stop being claimed against City funding.
6. No. of months/pay periods position will be claimed against City funding.
7. The salary per month/pay period charged against City funding.
8. The total salary charged against City funding.

Pay Schedule (Check One)

☒ X Weekly

☐ Biweekly

☐ Twice a Month*

* Date(s) Paid: _____

BUDGET JUSTIFICATION

AGENCY: Alpha Project for the Homeless

PROJECT: Neil Good Day Center

LINE ITEM: FRINGE BENEFITS	AMOUNT
Detailed Explanation:	
FICA: 100,472 (WAGES) X 7.65% =	7,686
FUTA/SUI: .008/.034% OF 1ST \$7,000 =	1,625
WORKERS COMP: @ \$54.83 (MO) X 12 (MO) =	658
HEALTH INSURANCE @ \$318 (MO) X 12 (MO) =	3,816
TOTAL	\$13,785

LINE ITEM: SUPPLIES	AMOUNT
Detailed Explanation:	
Consumable office supplies for project business @ \$317.17 per month	3,806
TOTAL	\$3,806

LINE ITEM: POSTAGE	AMOUNT
Detailed Explanation:	
Postal expense for agency mailings @ \$32 per month	384
TOTAL	\$384

BUDGET JUSTIFICATION

AGENCY: Alpha Project for the Homeless

PROJECT: Neil Good Day Center

LINE ITEM: CONTRACTUAL SERVICES	AMOUNT
Detailed Explanation:	
Bookkeeping Services @ \$500 per month	6,000
Payroll Costs @ \$36 per week	1,872
Security Alarm Service @\$100 per month	1,200
Other @ \$39 per month	468
Audit Cost @\$1,000	1,000
TOTAL	\$10,540

LINE ITEM: MAINTENANCE/REPAIR	AMOUNT
Detailed Explanation:	
Cost incurred for facility maintenance @ \$397.33 per month	4,768
TOTAL	\$4,768

LINE ITEM: PUBLICATION/PRINTING	AMOUNT
Detailed Explanation:	
Cost for agency checks @ \$200	200
TOTAL	\$200

BUDGET JUSTIFICATION

AGENCY: Alpha Project for the Homeless

PROJECT: Neil Good Day Center

LINE ITEM: OTHER EXPENSE	AMOUNT
Detailed Explanation:	
Misc. expenses incurred in the day to day operation of the program @ \$50 per month	601
TOTAL	\$601

LINE ITEM: EQUIPMENT RENTAL	AMOUNT
Detailed Explanation:	
Cost incurred for renting copier @ \$270 per month	3,240
TOTAL	\$3,240

LINE ITEM: INSURANCE	AMOUNT
Detailed Explanation:	
Cost for agency libility, fidelity and other insurance @ \$325 per month	3,240
TOTAL	\$3,240

BUDGET JUSTIFICATION

AGENCY: Alpha Project for the Homeless

PROJECT: Neil Good Day Center

LINE ITEM: UTILITIES	AMOUNT
Detailed Explanation:	
Water cost @ \$657.50 per month	7,890
SDG&E cost @ 635 per month	7,620
Trash pick up @ \$62.50 per month	750
TOTAL	\$16,260

LINE ITEM: TELEPHONE	AMOUNT
Detailed Explanation:	
Project telephone cost @ \$407 per month	4,884
TOTAL	\$4,884

LINE ITEM:	AMOUNT
Detailed Explanation:	
TOTAL	\$0

ESTIMATED MONTHLY EXPENDITURE SCHEDULE

OPERATING AGENCY:

PROJECT:

LINE ITEM	ACC #	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	TOTAL
Salary & Wages	1101	8373	8373	8373	8373	8373	8373	8373	8373	8372	8372	8372	8372	100,472
Fringe Benefits	2610	1149	1149	1149	1149	1149	1149	1149	1149	1149	1148	1148	1148	13,785
TOTAL PERSONNEL		9522	9522	9522	9522	9522	9522	9522	9522	9521	9520	9520	9520	114,257
Supplies	3101	318	318	317	317	317	317	317	317	317	317	317	317	3,806
Postage	3102	32	32	32	32	32	32	32	32	32	32	32	32	384
Food	3241													0
Contractual Services	4151	1795	795	795	795	795	795	795	795	795	795	795	795	10,540
Maintenance/Repair	4213	398	398	398	398	397	397	397	397	397	397	397	397	4,768
Pub./Printing	4311	200												200
Travel	4432													0
Other Expenses	4469	51	50	50	50	50	50	50	50	50	50	50	50	601
Rent	4602													0
Equipment Rental	4687	270	270	270	270	270	270	270	270	270	270	270	270	3,240
Insurance	4813	325	325	325	325	325	325	325	325	325	325	325	325	3,900
Utilities	5101	1355	1355	1355	1355	1355	1355	1355	1355	1355	1355	1355	1355	16,260
Telephone	5201	407	407	407	407	407	407	407	407	407	407	407	407	4,884
Equipment Purchase	6010													0
TOTAL NON-PERSONNEL		5151	3950	3949	3949	3948	3948	3948	3948	3948	3948	3948	3948	48,583
TOTAL MONTH		14673	13472	13471	13471	13470	13470	13470	13470	13469	13468	13468	13468	\$162,840

EXHIBIT B

Page 7 of 7

OTHER OPERATING AGREEMENT PROVISIONS

1. Premises. CITY hereby agrees to allow CONTRACTOR to operate a day center on that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "D" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
2. Uses. It is expressly agreed that the premises are leased to CONTRACTOR solely and exclusively for the purpose of an emergency day shelter and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

CONTRACTOR covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

3. Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that CONTRACTOR shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
4. Commencement. The term of this agreement shall be one year commencing on the date the City Manager or his designee signs the agreement.
5. Holdover. Any holding over by CONTRACTOR after expiration or termination shall not be considered as a renewal or extension of this agreement. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to terminate the holdover tenancy at will.
6. Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and CONTRACTOR (or beneficiary or mortgagee) will be as follows:
 - a. In the event the entire premises are taken, this agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
 - b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for operation, this agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued operation, this agreement shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
 - d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, CONTRACTOR shall be entitled to any award attributable to the taking of or damages to CONTRACTOR'S then remaining leasehold interest in installations or improvements of CONTRACTOR. CITY shall have no liability to CONTRACTOR for any award not provided by the condemning authority.
 - e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, CONTRACTOR shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this agreement.
 - f. No Inverse Condemnation. The exercise of any CITY right under this agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.
7. Waste or Damage. CONTRACTOR agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. CONTRACTOR agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.
8. Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to CONTRACTOR, to have any necessary maintenance work done at the expense of CONTRACTOR, and CONTRACTOR hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require CONTRACTOR to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. CONTRACTOR shall pay the cost of said bond. The rights reserved in this section

shall not create any obligations on CITY or increase obligations elsewhere in this agreement imposed on CITY.

9. Maintenance. Except as hereinafter provided, CONTRACTOR agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. CONTRACTOR will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with all applicable laws. CONTRACTOR and CITY agree to assume responsibility for the operation and maintenance of the premises pursuant to Exhibit "E", attached hereto. CONTRACTOR and CITY acknowledge that there may be manufacturer warranties on certain items within the premises. Repairs on such items will be the responsibility of manufacturer and/or builder as specified in the warranty. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.
10. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by CONTRACTOR without prior written approval by the City Manager. Further, CONTRACTOR agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve CONTRACTOR of any obligation under this agreement to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this agreement to make or assume any expense for any improvements or alterations.
11. Utilities. CONTRACTOR agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the premises. All utilities will be installed underground and shall include, but not be limited to, all water, gas, heat, light, power, telephone, sewage, air-conditioning and ventilating, scavenger, janitorial and landscaping services, and all other materials and utilities supplied to the premises. CITY shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the premises, and no such failure or interruption shall entitle CONTRACTOR to terminate this agreement.
12. Taxes. CONTRACTOR agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONTRACTOR or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by CONTRACTOR or levied by reason of the business or other CONTRACTOR activities related to the premises, including any licenses or permits. CONTRACTOR recognizes and agrees that this agreement may create a possessory interest subject to property taxation, and that CONTRACTOR may be subject to the payment of taxes levied on such interest, and that CONTRACTOR shall pay all such possessory interest taxes. CONTRACTOR further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

13. Signs. CONTRACTOR agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, CONTRACTOR agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at CONTRACTOR'S cost.
14. Notices
- a. Any notice required or permitted to be given hereunder with regard to lease provisions shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to CONTRACTOR at the leased premises or at such other address designated in writing by CONTRACTOR; and to CITY as follows:
- City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155
- or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.
- b. Any party entitled or required to receive notice under this agreement may by like notice designate a different address to which notices shall be sent.
15. Compliance with Law. CONTRACTOR shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at CONTRACTOR'S sole cost and expense. In addition, CONTRACTOR shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
16. CITY Approval. The approval or consent of CITY, wherever required in this agreement, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
17. Partial Invalidity. If any term, covenant, condition, or provision of this agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
18. Legal Fees. In the event of any litigation regarding this agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

19. Defaults and Remedies.

a. Default. In the event that:

- (1) CONTRACTOR shall default in the performance of any covenant or condition required by this agreement to be performed by CONTRACTOR and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) CONTRACTOR shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) CONTRACTOR shall be adjudicated a bankrupt; or
- (4) CONTRACTOR shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon CONTRACTOR or upon any person claiming rights through CONTRACTOR, immediately terminate this agreement and all rights of CONTRACTOR and of all persons claiming rights through CONTRACTOR to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 19.a.(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to CONTRACTOR, CITY shall not terminate this agreement pursuant to the default if CONTRACTOR immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of CONTRACTOR, which charge shall be due and payable within thirty (30) days after presentation by CITY to CONTRACTOR and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and CONTRACTOR or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this agreement as to the rights of CONTRACTOR by assuming or causing the assumption of liability for any trust deed or mortgage. CONTRACTOR agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated CONTRACTOR a new CONTRACTOR reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated CONTRACTOR, and CONTRACTOR hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by CONTRACTOR, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of CONTRACTOR hereunder and to commence performance of this agreement. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this agreement shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this agreement with all the rights, privileges, and obligations of CONTRACTOR, subject to cure of the default, if possible, by mortgagee or beneficiary. CONTRACTOR expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by CONTRACTOR. Even though CONTRACTOR has breached the agreement and abandoned the property, this agreement shall continue in effect for so long as CITY does not terminate, and CITY may enforce all its rights and remedies hereunder.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this agreement. The use of one remedy or right for any default does not waive the use

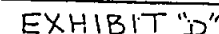
of another remedy or right for the same default or for another or later default. CITY and CONTRACTOR specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

20. Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by CONTRACTOR shall at agreement expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this agreement.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify CONTRACTOR thirty (30) days prior to termination or thirty (30) days prior to expiration, and CONTRACTOR shall remove all such improvements, structures and installations as directed by CITY at CONTRACTOR'S sole cost on or before agreement expiration or termination. If CONTRACTOR fails to remove any improvements, structures, and installations as directed, CONTRACTOR agrees to pay CITY the full cost of any removal.
- c. CONTRACTOR-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by CONTRACTOR by the date of the expiration or termination of this agreement. Any said items which CONTRACTOR fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at CONTRACTOR'S expense.
- d. If any removal of such personal property by CONTRACTOR results in damage to the remaining improvements on the premises, CONTRACTOR agrees to repair all such damage.
- e. Notwithstanding any of the foregoing, in the event CONTRACTOR desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this agreement, then CITY shall have the first right to acquire or purchase said personal property.

1232.64

"K" STREET



EXIST. C. FENCE

BY RAMP

TOP OF CUT

4

MAP

CITY OF
SAN DIEGO

NO SCALE

P.M. R14.5

304-41.74 337 "52"

305 + 00.00 PPT - 2"

1/24/17 3:55 PM

ROUTE 5

"D." LINE.

303

309

TYPICAL SECTION

 CONCRETE MOUNT TO POSTS.

NOTE: UTILITIES SHOWN FOR INFORMATION
ONLY. COMPLETE AND ACCURATE UTILITY
DATA SHOULD BE VERIFIED BY THE LESSEE

[illegible]

FOR THIS AREA SEE MAP

1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30. 31. 32. 33. 34. 35. 36. 37. 38. 39. 40. 41. 42. 43. 44. 45. 46. 47. 48. 49. 50. 51. 52. 53. 54. 55. 56. 57. 58. 59. 60. 61. 62. 63. 64. 65. 66. 67. 68. 69. 70. 71. 72. 73. 74. 75. 76. 77. 78. 79. 80. 81. 82. 83. 84. 85. 86. 87. 88. 89. 90. 91. 92. 93. 94. 95. 96. 97. 98. 99. 100. 101. 102. 103. 104. 105. 106. 107. 108. 109. 110. 111. 112. 113. 114. 115. 116. 117. 118. 119. 120. 121. 122. 123. 124. 125. 126. 127. 128. 129. 130. 131. 132. 133. 134. 135. 136. 137. 138. 139. 140. 141. 142. 143. 144. 145. 146. 147. 148. 149. 150. 151. 152. 153. 154. 155. 156. 157. 158. 159. 160. 161. 162. 163. 164. 165. 166. 167. 168. 169. 170. 171. 172. 173. 174. 175. 176. 177. 178. 179. 180. 181. 182. 183. 184. 185. 186. 187. 188. 189. 190. 191. 192. 193. 194. 195. 196. 197. 198. 199. 200. 201. 202. 203. 204. 205. 206. 207. 208. 209. 210. 211. 212. 213. 214. 215. 216. 217. 218. 219. 220. 221. 222. 223. 224. 225. 226. 227. 228. 229. 230. 231. 232. 233. 234. 235. 236. 237. 238. 239. 240. 241. 242. 243. 244. 245. 246. 247. 248. 249. 250. 251. 252. 253. 254. 255. 256. 257. 258. 259. 260. 261. 262. 263. 264. 265. 266. 267. 268. 269. 270. 271. 272. 273. 274. 275. 276. 277. 278. 279. 280. 281. 282. 283. 284. 285. 286. 287. 288. 289. 290. 291. 292. 293. 294. 295. 296. 297. 298. 299. 300. 301. 302. 303. 304. 305. 306. 307. 308. 309. 310. 311. 312. 313. 314. 315. 316. 317. 318. 319. 320. 321. 322. 323. 324. 325. 326. 327. 328. 329. 330. 331. 332. 333. 334. 335. 336. 337. 338. 339. 340. 341. 342. 343. 344. 345. 346. 347. 348. 349. 350. 351. 352. 353. 354. 355. 356. 357. 358. 359. 360. 361. 362. 363. 364. 365. 366. 367. 368. 369. 370. 371. 372. 373. 374. 375. 376. 377. 378. 379. 380. 381. 382. 383. 384. 385. 386. 387. 388. 389. 390. 391. 392. 393. 394. 395. 396. 397. 398. 399. 400. 401. 402. 403. 404. 405. 406. 407. 408. 409. 410. 411. 412. 413. 414. 415. 416. 417. 418. 419. 420. 421. 422. 423. 424. 425. 426. 427. 428. 429. 430. 431. 432. 433. 434. 435. 436. 437. 438. 439. 440. 441. 442. 443. 444. 445. 446. 447. 448. 449. 450. 451. 452. 453. 454. 455. 456. 457. 458. 459. 460. 461. 462. 463. 464. 465. 466. 467. 468. 469. 470. 471. 472. 473. 474. 475. 476. 477. 478. 479. 480. 481. 482. 483. 484. 485. 486. 487. 488. 489. 490. 491. 492. 493. 494. 495. 496. 497. 498. 499. 500. 501. 502. 503. 504. 505. 506. 507. 508. 509. 510. 511. 512. 513. 514. 515. 516. 517. 518. 519. 520. 521. 522. 523. 524. 525. 526. 527. 528. 529. 530. 531. 532. 533. 534. 535. 536. 537. 538. 539. 540. 541. 542. 543. 544. 545. 546. 547. 548. 549. 550. 551. 552. 553. 554. 555. 556. 557. 558. 559. 560. 561. 562. 563. 564. 565. 566. 567. 568. 569. 570. 571. 572. 573. 574. 575. 576. 577. 578. 579. 580. 581. 582. 583. 584. 585. 586. 587. 588. 589. 590. 591. 592. 593. 594. 595. 596. 597. 598. 599. 600. 601. 602. 603. 604. 605. 606. 607. 608. 609. 610. 611. 612. 613. 614. 615. 616. 617. 618. 619. 620. 621. 622. 623. 624. 625. 626. 627. 628. 629. 630. 631. 632. 633. 634. 635. 636. 637. 638. 639. 640. 641. 642. 643. 644. 645. 646. 647. 648. 649. 650. 651. 652. 653. 654. 655. 656. 657. 658. 659. 660. 661. 662. 663. 664. 665. 666. 667. 668. 669. 670. 671. 672. 673. 674. 675. 676. 677. 678. 679. 680. 681. 682. 683. 684. 685. 686. 687. 688. 689. 690. 691. 692. 693. 694. 695. 696. 697. 698. 699. 700. 701. 702. 703. 704. 705. 706. 707. 708. 709. 710. 711. 712. 713. 714. 715. 716. 717. 718. 719. 720. 721. 722. 723. 724. 725. 726. 727. 728. 729. 730. 731. 732. 733. 734. 735. 736. 737. 738. 739. 740. 741. 742. 743. 744. 745. 746. 747. 748. 749. 750. 751. 752. 753. 754. 755. 756. 757. 758. 759. 760. 761. 762. 763. 764. 765. 766. 767. 768. 769. 770. 771. 772. 773. 774. 775. 776. 777. 778. 779. 780. 781. 782. 783. 784. 785. 786. 787. 788. 789. 790. 791. 792. 793. 794. 795. 796. 797. 798. 799. 800. 801. 802. 803. 804. 805. 806. 807. 808. 809. 810. 811. 812. 813. 814. 815. 816. 817. 818. 819. 820. 821. 822. 823. 824. 825. 826. 827. 828. 829. 830. 831. 832. 833. 834. 835. 836. 837. 838. 839. 840. 84

EXHIBIT D

MAINTENANCE REPAIRS

| <u>System/Area</u> | <u>CONTRACTOR'S Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|--|--|--|
| Electrical/Lighting & Power | All wiring; conduit, breakers, light fixtures (as a complete item). All exterior lighting including lamps, security lights and safety fixed lights. Replace bulbs and tubes over 12 feet above floor. All permanent exhibit lighting and service. Exterior decorative and movable lights. Conduct inspection of all equipment and perform preventative maintenance not less than annually. Replace switch and outlet plates, fixture lenses and bulbs and tubes less than 12 feet above the floor. All temporary exhibit lighting and service. | None. |
| Emergency Electrical System and Lighting | Repair parts and/or system wiring, conduit, fixtures, controls, batteries, etc. Periodic operational check-out and preventative maintenance. Conduct inspection of all equipment not less than quarterly. Preventive maintenance of batteries. | Repairs to central circuit box and generator. |
| Heating, Ventilation & Air-conditioning System | Inspect equipment and replace filters annually. Perform preventive maintenance and conduct periodic operational checks. | All equipment, controls, filters, water treatment. |

MLG/LMK

PETE WILSON, GOVERNOR

DEPARTMENT OF TRANSPORTATION

DISTRICT 11, P.O. BOX 85406, SAN DIEGO 92186-5406

FAX (619) 688-2570

Writers Direct Dial No. (619) 688-6175

RECEIVED

OCT 20 1995

REALESTATEASSETS



October 16, 1995

11-SD-5-26 FLA
City of San Diego
Homeless Center

Robert J. Collins, Deputy Director
Asset Management and Marketing Division
1200 Third Avenue, Suite 1700
San Diego, California 92101-4199

Dear Mr. Collins:

I am the current Airspace Manager for San Diego, California. I recently received your written notice to renew this Airspace Lease under the option agreed to in Article 3.2 of the Lease Agreement between the City of San Diego (Tenant), and the State of California, Department of Transportation (Landlord).

Thank you for your written notice to us and the check in the amount of \$2,560 as prepaid rent. Your option for an extended five year term for the Homeless Center parcel is accepted. Please make note of my name and phone number in case you need to contact me about your lease.

I have enclosed a conformed copy of the Acknowledgement and Acceptance for your records.

Sincerely,

A handwritten signature in cursive script that reads "Carolyn Lee".

Carolyn Lee
Airspace Manager
Right of Way

cc: SATkins



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A
CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700
SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020
FAX: (619) 236-6706

September 22, 1995

File: Leases - City/State of CA/Dept. of Trans.

State of California
Department of Transportation
Leasehold Section - Gaylord Grimes
P.O. Box 85406
San Diego, CA 92138

RE: Lease Agreement - Your Airspace Ground Lease Area 11-SD-5-26 (FLA)

Dear Mr. Grimes:

Pursuant to Article 3.2 of the above referenced ground lease, the City of San Diego (Tenant) hereby exercises its option to extend the term of the lease. Under the terms of the lease option, the lease is extended for an additional five years, commencing November 1, 1995 and expiring October 31, 2000. The terms and conditions of the existing lease remain in full force and effect.

Please acknowledge receipt of this notice by signing the enclosed copy of this letter and return it to the City Real Estate Assets Department. Enclosed is a check in the amount of \$2,560 as pre-paid rent for the extended five year term. Should you require additional information or have any questions, please contact Linda M. Fierro, Property Agent, at 236-6985.

Very truly yours,

Acknowledged & Accepted this _____
day of _____, 1995.

Robert J. Collins, Deputy Director
Asset Management and Marketing Division

By: _____

The State of California (Landlord)

RJC:LMF:lmf

cc: Community Services Department

Enclosure



DIVERSITY
BRINGS US ALL TOGETHER



THE CITY OF

SAN DIEGO

REAL ESTATE ASSETS DEPARTMENT, MAIL STATION 51-A

CIVIC CENTER PLAZA, 1200 THIRD AVENUE, SUITE 1700

SAN DIEGO, CALIFORNIA 92101-4199 TELEPHONE: (619) 236-6020

FAX: (619) 236-6706

September 22, 1995

File: Leases - City/State of CA/Dept. of Trans.

State of California
Department of Transportation
Leasehold Section - Gaylord Grimes
P.O. Box 85406
San Diego, CA 92138

RE: Lease Agreement - Your Airspace Ground Lease Area 11-SD-5-26 (FLA)

Dear Mr. Grimes:

Pursuant to Article 3.2 of the above referenced ground lease, the City of San Diego (Tenant) hereby exercises its option to extend the term of the lease. Under the terms of the lease option, the lease is extended for an additional five years, commencing November 1, 1995 and expiring October 31, 2000. The terms and conditions of the existing lease remain in full force and effect.

Please acknowledge receipt of this notice by signing the enclosed copy of this letter and return it to the City Real Estate Assets Department. Enclosed is a check in the amount of \$2,560 as pre-paid rent for the extended five year term. Should you require additional information or have any questions, please contact Linda M. Fierro, Property Agent, at 236-6985.

Very truly yours,

Robert J. Collins, Deputy Director
Asset Management and Marketing Division

RJC:LMF:lmf

cc: Community Services Department

Enclosure

Acknowledged & Accepted this 12
day of October, 1995.

By:

The State of California (Landlord)

Approved:
JOHN W. WITT, CITY ATTORNEY,
BY
CHIEF DEPUTY



DIVERSITY
BRINGS US ALL TOGETHER

COPY

A G R E E M E N T

Agreement
between Alpha
+ Community
Services.
Inf

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ALPHA PROJECT FOR THE HOMELESS, INC., herein called "Contractor."

R E C I T A L S

A. City has received a total of ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$177,000) from the San Diego Housing Commission and other sources for the express purpose of operating a day center for homeless individuals.

B. City desires to engage Contractor to perform certain services relative to the operation of the NEIL GOOD DAY CENTER.

C. Contractor is ready, willing, and able to perform such services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Contractor agree as follows:

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings indicated:

a. "City Council" - the elected officials of the City of San Diego, acting through the City Manager and the Manager's designees.

b. "Community Services Program" - the City staff that administers and monitors social service programs for the City, acting through the City Manager and the Manager's designees.

DOCUMENT NO. 282399
FILED JUL 26 1993
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

c. "HUD" - the U.S. Department of Housing and Urban Development, acting through its Secretary and the Secretary's designees.

d. "CDBG Program" - the City's Community Development Block Grant Program.

e. "CDBG Funds" - funds allocated to the City by HUD and disbursed by the City to the Contractor for the performance of services in connection with the CDBG Program.

f. "Contractor" - the agency or entity that will operate the Project named in the recitals.

g. "Project" - Contractor's Project as embodied in this Agreement.

h. "Subcontractor" - any entity other than the City that furnishes supplies or services to the Contractor relative to this Agreement, other than office space, standard commercial supplies, or printing services.

i. "Operating Manual" - the City's Operating Manual for Social Service Programs" which contains prescribed procedures for fiscal management and accountability.

2. SCOPE OF SERVICES. Contractor hereby agrees to perform the services specifically described in Exhibit A, attached hereto and incorporated herein by reference, according to the terms and conditions of this Agreement.

3. DRUG-FREE WORK PLACE. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free work place by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the work place.
- 2) The organization's policy of maintaining a drug-free work place.
- 3) Any available drug counseling, rehabilitation, and employee assistance programs.
- 4) The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the drug-free policy in a prominent place.

d. Including language in each subcontract which indicates the subcontractor's agreement to abide by provisions of the drug-free work place program. Contractors and subcontractors shall be individually responsible for their own drug-free work place program.

4. LITERACY SERVICES. Contractor shall identify clients in need of assistance with reading and writing skills and shall provide direct tutorial services, or shall refer such clients to other programs providing such services.

5. DISABLED ACCESS. Contractor hereby agrees to comply with the Federal Rehabilitation Act of 1973, as amended, the

Americans with Disabilities Act (Public Law 101-336), and any other applicable Federal and/or State laws and regulations hereafter enacted.

6. PERIOD OF PERFORMANCE. The services to be performed by Contractor, as set forth herein, shall commence on July 1, 1993 and end on June 30, 1994 unless sooner terminated in accordance with the provisions hereof, except for submission of the final report.

7. PROJECT BUDGET AND EXPENDITURES. The Project Budget is set forth in Exhibit B, attached hereto and incorporated herein by reference. Additional contractual provisions related to fiscal accountability, a list of eligible and ineligible Project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions are contained in the Operating Manual, a copy of which has been provided to Contractor. Contractor hereby agrees to comply with the procedures prescribed therein. Any desired changes to these procedures shall be requested by Contractor in writing and approved by the Community Services Program before such changes are implemented. Contractor represents that the Budget includes only allowable costs, and an accurate analysis of costs applicable to CDBG funds pursuant to 24 CFR Part 502, which includes requirements for compliance with the following in addition to other requirements:

a. If Contractor is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or

b. If Contractor is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Non Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular A-110. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

8. COMPENSATION. The total compensation to be paid to Contractor under this Agreement shall not under any circumstances exceed ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$177,000). Any expenditures by Contractor that are not within the prescribed limitations of Exhibit B, the Operating Manual, and applicable laws, rules, and regulations are not chargeable to Project and shall be borne by Contractor.

9. FIDELITY BONDING. Prior to any expenditure for any purpose hereunder, except for fidelity bonding, Contractor shall furnish City a written assurance that all persons who will handle funds to be received or expended hereunder are covered by a fidelity bond in the amount of \$100,000 or one-half of the aforementioned total compensation, whichever is less. Contractor shall immediately notify City if the bond or bonds are reduced or canceled. City shall make no further payments to Contractor until it has received written notification that adequate fidelity bonding has been restored.

10. METHOD OF PAYMENT. City may, at its discretion, make an advance payment to Contractor in an amount not to exceed TWENTY THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$20,423) to meet the

cost of salaries and operating expenses during the first six weeks of Project operations. This advance shall be charged against the costs of the last six weeks of Project operations. Any unexpended funds from the advance payment shall be returned to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement. Contractor shall be reimbursed each month for eligible expenditures, provided that the reports required by the Operating Manual are received by City on such forms as City may require within 10 days after the end of each month. The final payment to Contractor shall be withheld until the cash advance has been accounted for and the final report has been received by City.

11. ADDITIONAL FUNDING SOURCES. If Contractor has received additional funding for Project from a source or sources other than City, the use of which requires that Contractor make an accounting to or be subject to an audit by such other source, Contractor shall charge Project expenditures to the appropriate funding source at the time incurred. It is expressly understood by Contractor that any cost incurred in connection with Project which is properly chargeable to and actually claimed for compensation under a funding source other than City shall not be allowed as a chargeable cost under this Agreement.

12. PROJECT REVENUE. All monies that accrue to Contractor from the deposit of CDBG funds in any interest bearing account shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement. Upon receipt of written approval from the Community Service Program,

funds generated through client fees may be used to improve the services being performed by Contractor. Contractor shall submit to City, for prior approval, a written budget detailing how generated fees will be utilized. An accounting of client fee expenditures shall be included in Contractor's monthly reports that are submitted to City. If approval for expenditure of funds is not granted, these funds shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement, as required by 24 CFR Part 507.503(b).

13. AUDITS. Under the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of Federal funds, Contractor is required to have an annual audit conducted in accordance with Federal Office of Management and Budget (OMB) Circulars A-110, A-128, and A-133. To ensure compliance, Contractor shall provide the City with two copies of the audit report within 30 days of completion.

14. UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor shall comply with applicable uniform administrative requirements as described in 24 CFR Part 570.502.

15. COMPLIANCE WITH APPLICABLE LAWS. Contractor agrees to comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits, including but not limited to Federal CDBG financial and contractual procedures, and OMB Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N, and O, as set forth in 24 CFR Part 570.502(b). Said Federal documents are on file in the Community Services Program office, 1200 Third Avenue, Suite 924, San Diego, 92101, and are incorporated herein by reference.

16. INELIGIBILITY OF CONTRACTORS OR SUBCONTRACTORS. Contractor shall not use CDBG funds directly or indirectly in its operations, or to employ, award contracts to, or otherwise engage the services of, or fund any Subcontractor during any period of debarment, suspension, or placement in ineligibility status of the Contractor or such Subcontractor under the provisions of 24 CFR Part 24.

17. SUSPENSION OF PAYMENTS. Other provisions of this Agreement notwithstanding, City may elect to suspend one or more payments to Contractor, or terminate this Agreement in accordance with 24 CFR Part 85.43 as a result of any of the following circumstances. In such case, Contractor hereby agrees not to expend any funds related to or connected with any area of controversy or conflict which shall have resulted in the suspension of payment or termination of funding.

a. Noncompliance. Contractor shall have failed to comply with any of the terms or conditions of this Agreement.

b. Misrepresentation. Contractor, with or without knowledge, shall have made substantial and material misrepresentations in regard to information furnished to City.

c. Unauthorized Actions. Contractor shall have taken any action relative to Project which required approval by City or the Community Services Program, without having obtained such approval.

d. Litigation. Contractor shall have become subject to pending litigation with respect to the performance of its duties and obligations hereunder, including any court action or proceed-

ing involving the Federal Bankruptcy Act, which litigation may jeopardize or adversely affect the understanding of and carrying out of Project.

e. Reports. Contractor shall have failed to submit any report and supporting document to City as required by this Agreement and the Operating Manual, or shall have failed to submit any other report as may be required by City, or shall have failed to submit any report and supporting documentation on the date prescribed by City.

f. Termination of Grant Funds. HUD shall have suspended or terminated a portion or all of the CDBG funds allocated to City.

g. Federal Directives. Contractor shall have been unable or unwilling to comply with any additional terms or conditions relative to Project that may be required by newly enacted Federal laws, or changes in Federal rules, regulations, or other directives.

18. PROJECT RECORDS. Contractor shall maintain detailed administrative and fiscal records as required by the Operating Manual during the term of this Agreement. Contractor shall allow authorized City employees or authorized agents of City, or authorized representatives of the U.S. Government or their agents, to inspect its premises, books, accounting documents, payrolls, and other Project records for the purpose of auditing, monitoring, or evaluating Project. Contractor shall store such records and documents for a period of three years after submission of the final expenditure report for the contract period, or three years

after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longer. During this period, City and U.S. Government representatives or their authorized agents shall have access to such records and documents at any time. In no case shall the Contractor dispose of Project records without first informing the City of its intent to do so.

19. ORAL REPRESENTATIONS. This Agreement and the exhibits and references incorporated herein fully express all understandings of the parties concerning the matters covered herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change or amendment to this Agreement which has been duly approved and executed in accordance with the procedures described herein.

20. CHANGES OR AMENDMENTS TO AGREEMENT. Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be accomplished only in the following manner:

a. A non-substantive change which does not affect the total compensation specified herein shall be approved in writing by the Community Services Program and Contractor's authorized representative.

b. A substantive change to any of the terms or conditions of this Agreement, or a change which affects the total compensation specified herein, shall be accomplished by a written

amendment to this Agreement which shall be approved by the City Council and signed by the authorized representatives of City and Contractor.

21. COMPLIANCE WITH CITY'S EQUAL OPPORTUNITY CONTRACTING PROGRAM. Agency shall comply with the City's Equal Opportunity and Minority and Women Business Enterprise Contracting Program, approved by the City Council and filed with the City Clerk as Document No. RR-262633, for all work to be performed in connection with the design and construction portions of this Project. Agency and each of its contractors shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations hereafter enacted.

Agency shall submit quarterly equal opportunity summaries or workforce representation statistics and contracting activities in the format specified by the City. The statistical report shall be accompanied by the narrative report which details the status of the program's progress. The report shall be submitted to the City Manager through the Project Manager no later than thirty (30) days after the close of each quarter.

Agency understands that failure to comply with the above requirements and/or submitting false information in response to these requirements may result in termination of this Agreement and debarment from bidding on City contracts for a period of not less than one (1) year.

22. HUD RULES AND REGULATIONS. The terms and conditions of this Agreement are subject to HUD rules and regulations which are in effect on the effective date of this Agreement. Newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by City.

23. HUD SECTION 3 CLAUSE. The following "Section 3 Clause" is included herein pursuant to the requirements of Title 24, Part 135 (24 CFR Part 135) of the Code of Federal Regulations, and is binding upon the parties to this Agreement. Contractor shall document its good faith efforts to comply with the terms and conditions of the Section 3 Clause, and furnish such documentation to City upon request.

- a. The work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area, and contracts for work in connection with the Project be awarded to business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.
- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

- c. Contractor will send to each labor organization or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his or her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. Contractor will include this Section 3 Clause in every subcontract for work in connection with the Project, and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

24. INDEPENDENT CONTRACTOR. Contractor is an independent contractor hereunder, and nothing contained herein shall be construed as creating a relationship of employer and employee between the parties. City shall not be liable for any act or acts of Contractor. Contractor shall notify all prospective subcontractors of its independent status hereunder.

25. ASSIGNABILITY. Contractor shall not assign or subcontract any of the work or services to be performed under this Agreement, or expend any funds for such purpose without prior written approval of the Community Services Program. Contractor shall provide City with copies of all subcontracts entered into under the terms of this Agreement.

26. HOLD HARMLESS. Contractor agrees to defend, indemnify, protect, and hold City and its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents, or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers, or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers, or employees.

27. INSURANCE. Contractor shall obtain and keep in force during the period of this Agreement a policy of comprehensive public liability insurance which insures Contractor against any and all claims of liability, including accident, injury, or death arising from the provision of Project services, or from the ownership, use, operation, maintenance, or administration of Project premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than ONE MILLION DOLLARS (\$1,000,000)

for any injury to, or death of, any person or persons in any accident or occurrence, and shall name City as an additional insured.

28. CONFLICT OF INTEREST. Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from subcontractors or potential subcontractors. In the procurement of supplies, equipment, construction, and services by Contractor, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR Part 570.611 shall apply.

Contractor is subject to all Federal, State, and local conflict of interest laws and policies relative to public contracts and procurement practices, including but not necessarily limited to the provisions of California Government Code section 1090 et seq. and California Government Code section 87100 et seq. Contractor shall not recommend or specify any product, supplier, or contractor with whom Consultant has a direct or indirect financial or organizational interest or relationship that would violate the provisions of any conflict of interest laws. Contractor may be subject to damages to City for any violation or for causing a violation (which thereby voids a contract) and may be subject to further fines or penalties under State law. Contractor shall certify compliance with these provisions to the

City. Contractor may also be required to file a Statement of Economic Interest (Form 730) disclosing relevant economic interests pertinent to this procurement. Such forms, if required, will be placed on file with the Community Program Administrator and City Clerk, and will be made available for public inspection.

29. AGENCY EMPLOYMENT OF CITY PERSONNEL. This Agreement shall be unilaterally and immediately terminated by City if Contractor employs an individual who within 12 months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendations made to the City Council in connection with the selection of Contractor.

30. LOBBYING AND POLITICAL ACTIVITIES. Contractor shall not use any of the funds, personnel, or materials received in connection with this Agreement to influence or to attempt to influence any governmental decision in any manner whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of Federal, State, or local government. The term "influence or attempt to influence" shall mean the making, with the intent to influence, any communication to or appearance before any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate regarding any ballot measure or candidate election.

Contractor acknowledges that funds received for this project have been provided pursuant to a Federal grant, and shall comply with the laws set forth at 31 USC section 1352 (1989), and

24 CFR Part 87. Contractor shall sign and file a certification form which certifies knowledge of these provisions and promises compliance. The certification shall be a condition precedent to this Agreement and shall be delivered to the City not later than fifteen (15) days after execution of this Agreement. Contractor shall also require this same certification to be included in all subagreements, subcontracts, subgrants, and cooperative agreements involving \$100,000 or more. Further, the Contractor shall disclose any funds from any other source which have been paid by the Contractor or its principals and agents within the last year to influence or attempt to influence decisions of the Federal government by completing, signing, and submitting Standard Form LLL, "Disclose Form to Report Lobbying." Contractor understands that the duty to disclose lobbying activities is a continuing requirement, and therefore shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

31. COMMUNITY ASSISTANCE. Contractor shall encourage clients to participate in community assistance projects (such as litter pickup, graffiti removal, and minor landscaping) as a means of repaying the community for services provided to them with public funds.

32. TERMINATION OF AGREEMENT. City or Contractor may terminate this Agreement by giving written notice to the other party 30 days prior to the effective date of termination. City may terminate this Agreement at any time if Contractor fails to meet or fulfill its obligations hereunder. In the event of termina-

tion by either party, City's liability shall be limited to the pro rata share of the monthly compensation for work or services performed up to the date of termination.

33. EXTENSION OF AGREEMENT. City Manager may, with approval of Contractor, extend the Agreement's period of performance from one to 12 months, beginning July 1, 1993. The Agreement extension is contingent upon City Council action and authorization.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-282399 authorizing such execution, and by Contractor.

Dated this _____ day of JUL 26 1993, 1993.

THE CITY OF SAN DIEGO

By Ross McAllen

ALPHA PROJECT FOR THE HOMELESS, INC.

By [Signature]

I HEREBY APPROVE the form and legality of the foregoing Agreement this 26th day of July, 1993.

JOHN W. WITT, City Attorney

By [Signature]

File:alpha

SCOPE OF SERVICES

Funded by Private and Other Contributions
Emergency Assistance Programs

ALPHA PROJECT FOR THE HOMELESS, INC.
Neil Good Day Center for the Homeless

1. PROJECT OFFICE

Contractor shall maintain and operate a day center for the homeless on 17th Street between J and K Streets, and shall provide community services Monday through Friday from 7:30 a.m. to 5:30 p.m., and on Saturdays and Sundays from 8:00 a.m. to 2:00 p.m.

2. PROJECT GOALS

- a. To provide a day retreat for homeless individuals.
- b. To assist homeless individuals in gaining access to existing services.
- c. To provide "basic amenities" to homeless individuals.

3. DRUG AND ALCOHOL-FREE FACILITY

Contractor shall maintain a drug and alcohol-free facility, and shall not condone the use, possession, or distribution of drugs or alcohol.

4. SERVICE DELIVERY SYSTEM AND REQUIREMENTS

Contractor will provide the following services to accomplish project goals:

- a. BASIC SERVICES. Contractor shall provide the following services to the homeless population of downtown San Diego:
 - 1) A daytime refuge shall be provided to a maximum of 200 clients per weekday, and to a maximum of 120 clients per day on weekends.
 - 2) Showers shall be provided to a minimum of 100 clients per weekday, and to 60 clients per day on weekends.
 - 3) Laundry services shall be provided to a minimum of 10 clients per weekday, and to 10 clients per day on weekends.

SCOPE OF SERVICES

Funded by Private and Other Contributions
(Emergency Assistance Programs)
ALPHA PROJECT FOR THE HOMELESS
Neil Good Day Center for the Homeless

- 4) Mail and message services shall be provided to a minimum of 20 clients per weekday, and to 10 clients per day on weekends.
- b. SUPPORT SERVICES. Contractor shall provide the following support services:
- 1) Information and Referral. Information and referral services shall be provided to inform and refer the homeless population to other programs available.
 - 2) Recreational Activities. Recreational activities shall include, but not be limited to television, library, chess, and checkers.
 - 3) Employment Assistance Program. The Alpha Project shall operate a program to assist the homeless in accessing full-time employment.
 - 4) Substance Abuse Programming. Regular AA and NA meetings shall be held at the Day Center.
 - 5) Storage. Storage shall be accessible during all operating hours.
 - 6) Pay Phone. A pay phone shall be accessible to all clients of the Day Center.
- c. EMPLOYMENT TRAINING SERVICES. Contractor shall enter into a written agreement with Occupational Training services, Inc. (OTS) to provide employment training services at the Day Center facility, a copy of which shall be remitted to City. Services offered by OTS would include, but not be limited to employment counseling, assessment, information, referral, and job training resource development. Services offered by OTS shall not interfere with normal operation of the Day Center, and client demographics, services provided, and outcome of the services provided by OTS shall be reported to City monthly. Contractor shall inform City in writing as to the scheduling of OTS services, the types of services to be offered, and the sources of referral to OTS training.

SCOPE OF SERVICES

Funded by Private and Other Contributions
(Emergency Assistance Programs)
ALPHA PROJECT FOR THE HOMELESS
Neil Good Day Center for the Homeless.

5. PROJECT RECORDS

The following project records shall be maintained:

- a. Daytime Refuge Count. A daily count of homeless individuals visiting the Center shall be derived by use of a numbered ticket system. The daily beginning and ending ticket numbers will be recorded on a monthly attendance log.
- b. Facility Use Count. Individuals using the shower and laundry facilities shall be recorded on a daily roster which will include the following information:
 - 1) Intake date
 - 2) Client's name and identification number
 - 3) Client's sex
 - 4) Client's ethnic origin
 - 5) Client's age

5. CONFIDENTIALITY

City and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their families which may be obtained through application forms, interviews, tests, reports, or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract.

6. PROGRAM EFFECTIVENESS

Contractor shall assist City with the development of a methodology for assessing the effectiveness of Contractor's services. This methodology shall include programs goals, objectives, and measures.

SCOPE OF SERVICES

Funded by Private and Other Contributions
(Emergency Assistance Programs)
ALPHA PROJECT FOR THE HOMELESS
Neil Good Day Center for the Homeless

7. YEAR-END REPORT

Contractor shall submit a narrative report which summarizes the programmatic goals accomplished during the fiscal year. The report shall be limited to two typewritten pages in length, and shall be submitted no later than thirty (30) days after the close of the fiscal year or termination of this Agreement, whichever occurs first.

File:alpha

BUDGET EXHIBIT FOR OPERATING AGREEMENT

FUNDING SOURCE Various Funding Sources

OPERATING AGENCY Alpha Project for the Homeless, Inc. PROJECT Neil Good Day Center

CONTRACT PERIOD: From July 1, 1993 To June 30, 1994

| | | |
|-----------------------|----------------|-------------------|
| SALARIES & WAGES | <u>112,164</u> | |
| FRINGE BENEFITS | <u>26,920</u> | |
| TOTAL PERSONNEL | | <u>\$ 139,084</u> |
| | | |
| SUPPLIES | <u>8,300</u> | |
| POSTAGE | <u>348</u> | |
| FOOD | <u>-0-</u> | |
| CONTRACTUAL SERVICES | <u>3,200</u> | |
| MAINTENANCE/REPAIR | <u>2,400</u> | |
| PUBLICATIONS/PRINTING | <u>800</u> | |
| TRAVEL | <u>-0-</u> | |
| OTHER EXPENSES | <u>600</u> | |
| RENT | <u>-0-</u> | |
| EQUIPMENT RENTAL | <u>-0-</u> | |
| INSURANCE | <u>1,868</u> | |
| UTILITIES | <u>15,600</u> | |
| TELEPHONE | <u>4,800</u> | |
| EQUIPMENT PURCHASE | <u>-0-</u> | |
| TOTAL NON-PERSONNEL | | <u>\$ 37,916</u> |
| TOTAL PROGRAM | | <u>\$ 177,000</u> |

PERSONNEL SCHEDULE

OPERATING AGENCY Alpha Project for the Homeless, Inc.

PROJECT Neil Good Day Center

| POSITION
(1) | PERCENT
CHARGED
(2) | HOURLY
RATE
(3) | START
DATE
(4) | TERMINATION
DATE
(5) | NUMBER OF
MONTHS/
PAY PERIODS
(6) | SALARY PER
MONTH/
PAY PERIOD
(7) | TOTAL
SALARY
(8) |
|----------------------------|---------------------------|-----------------------|----------------------|----------------------------|--|---|------------------------|
| Project Director | 70% | 18.82 | 7-1-93 | 6-30-94 | 12 mos. | 2,283.67 | 27,404 |
| Weekend Supervisor | 40% | 6.50 | 7-1-93 | 6-30-94 | 12 mos. | 338.00 | 4,056 |
| Info & Referral Specialist | 100% | 6.50 | 7-1-93 | 6-30-94 | 12 mos. | 1,126.67 | 13,520 |
| Storage Coordinator | 100% | 5.25 | 7-1-93 | 6-30-94 | 12 mos. | 910.00 | 10,920 |
| Laundry Room Attendant | 100% | 5.00 | 7-1-93 | 6-30-94 | 12 mos. | 866.67 | 10,400 |
| Security (3) | 100% | 5.25 | 7-1-93 | 6-30-94 | 12 mos. | 2,730.00 | 32,760 |
| Security (2) | 60% | 5.25 | 7-1-93 | 6-30-94 | 12 mos. | 1,092.00 | 13,104 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

1. List all personnel charged against City funding source.
2. Percent of full-time position charged against City Funding source.
3. Hourly rate of pay of City paid position.
4. The date this position will start being claimed against City funding source.
5. The date this position will stop being claimed against City funding source.
6. No. of months/pay periods this position will be charged against City funding source.
7. The salary per month/pay period charged to City funding source.
8. The total salary charged against City funding source.

TOTAL 112,164

Pay Schedule (Check One)

_____ Monthly

 X Biweekly

_____ Twice a Month

_____ Date(s) Paid

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Fringe Benefits | |
|---|--------|
| Detailed Explanation: | AMOUNT |
| FICA: @ \$112,164 applicable gross wages x 6.2% = | 6,954 |
| SDI: @ \$112,164 applicable gross wages x 1.3% = | 1,458 |
| W.C.: @ \$112,164 applicable gross wages x 8.3% = | 9,310 |
| Medicare: @ \$112,164 applicable gross wages x 1.45% = | 1,626 |
| Health Ins.: @ \$193/mo. x 1 emp. x 12 mos. = | 2,316 |
| @ \$146/mo. x 4 emp. x 9 mos. = | 5,256 |
| TOTAL | 26,920 |
| LINE ITEM - Supplies | |
| Detailed Explanation: | AMOUNT |
| Consumable office supplies used in the course of project business. | |
| @ \$692/mo. x 12 mos. = | 8,300 |
| TOTAL | 8,300 |
| LINE ITEM - Postage | |
| Detailed Explanation: | AMOUNT |
| Postal expenses for project mailings. | |
| @ \$29/mo. x 12 mos. = | 348 |
| TOTAL | 348 |
| LINE ITEM - Contractual Services | |
| Detailed Explanation: | AMOUNT |
| Bookkeeping/payroll @ \$250/mo. x 12 mos. = | 3,000 |
| Day labor positions as needed (e.g., janitorial, secretarial, security, laundry). | |
| @ \$50/mo. x 12 mos. = | 200 |
| TOTAL | 3,200 |

*All line items must be justified

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Maintenance/Repair | AMOUNT |
|---|-------------|
| Detailed Explanation: | |
| Costs incurred for facility maintenance. | |
| @ \$300/mo. x 6 mos. = | 1,800 |
| @ \$200/mo. x 3 mos. = | 600 |
| | TOTAL 2,400 |
| LINE ITEM - Publications/Printing | AMOUNT |
| Detailed Explanation: | |
| Costs to include the publication/printing of brochures, stationery, business cards, etc., used in the course of office business estimated at an average of \$400 per month. | |
| @ \$400/mo. x 12 mos. = | 800 |
| | TOTAL 800 |
| LINE ITEM - Other Expenses | AMOUNT |
| Detailed Explanation: | |
| Miscellaneous expenses incurred in the day-to-day operation of the Center. | |
| @ \$50/mo. x 12 mos. = | 600 |
| | TOTAL 600 |
| LINE ITEM - Insurance | AMOUNT |
| Detailed Explanation: | |
| Cost of a one million dollar liability policy, a fidelity bond, and van insurance. | |
| @ \$1,868/yr. = | 1,868 |
| | TOTAL 1,868 |

*All line items must be justified

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Utilities | AMOUNT |
|---|--------------|
| Detailed Explanation: | |
| Cost of water, gas, and electricity at the project site.
@ \$1,300/mo. x 12 mos. = | 15,600 |
| | TOTAL 15,600 |
| LINE ITEM - Telephone | AMOUNT |
| Detailed Explanation: | |
| Cost of telephone equipment and monthly telephone charges.
@ \$400/mo. x 12 mos. = | 4,800 |
| | TOTAL 4,800 |
| LINE ITEM | AMOUNT |
| Detailed Explanation: | |
| | TOTAL |
| LINE ITEM | AMOUNT |
| Detailed Explanation: | |
| | TOTAL |

*All line items must be justified

ESTIMATED MONTHLY EXPENDITURE SCHEDULE

RATING AGENCY Alpha Project for the Homeless, Inc.

PROJECT Neil Good Day Center

| E ITEM | Acct.
No. | MONTH | | | | | | | | | | | | TOTAL |
|--------------------|--------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|
| | | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | |
| aries & Wages | 1101 | 10785 | 8628 | 8628 | 10785 | 8628 | 10785 | 8628 | 8628 | 10785 | 8628 | 8628 | 8628 | 112,164 |
| nge Benefits | 2610 | 2588 | 2071 | 2071 | 2588 | 2071 | 2588 | 2071 | 2071 | 2588 | 2071 | 2071 | 2071 | 26,920 |
| AL PERSONNEL | | 13373 | 10699 | 10699 | 13373 | 10699 | 13373 | 10699 | 10699 | 13373 | 10699 | 10699 | 10699 | 139,084 |
| -Personnel | | | | | | | | | | | | | | |
| plies | 3101 | 300 | 300 | 300 | 400 | 900 | 900 | 900 | 900 | 900 | 900 | 800 | 800 | 8,300 |
| tage | 3102 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 29 | 348 |
| d | 3241 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| tractual Services | 4151 | 300 | 250 | 300 | 250 | 250 | 300 | 250 | 250 | 300 | 250 | 250 | 250 | 3,200 |
| ntenance/Repair | 4213 | 300 | 200 | 300 | -0- | 300 | 200 | 300 | -0- | 300 | -0- | 300 | 200 | 2,400 |
| lications/Printing | 4311 | -0- | -0- | 400 | -0- | -0- | -0- | 400 | -0- | -0- | -0- | -0- | -0- | 800 |
| vel | 4432 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| er Expenses | 4469 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 50 | 600 |
| t | 4682 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| ipment Rental | 4687 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| urance | 4813 | -0- | -0- | 1868 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | 1,868 |
| ilities | 5101 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 1300 | 15,600 |
| ephone | 5201 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 400 | 4,800 |
| ipment Purchase | 6010 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| TAL NON-PERSONNEL | | 2679 | 2529 | 4947 | 2429 | 3229 | 3179 | 3629 | 2929 | 3279 | 2929 | 3129 | 3029 | 37,916 |
| TAL MONTH | | 16052 | 13228 | 15646 | 15802 | 13928 | 16552 | 14328 | 13628 | 16652 | 13628 | 13828 | 13728 | 177,000 |

ORIGINAL

A G R E E M E N T

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ALPHA PROJECT FOR THE HOMELESS, INC. herein called "Contractor."

R E C I T A L S

A. City has received a total of ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$177,000) from the San Diego Housing Commission and other sources for the express purpose of operating a day center for homeless individuals.

B. City desires to engage Contractor to perform certain services relative to the operation of the NEIL GOOD DAY CENTER.

C. Contractor is ready, willing, and able to perform such services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Contractor agree as follows.

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings indicated:

a. "City Council" - the elected officials of the City of San Diego, acting through the City Manager and the Manager's designees.

b. "Community Services Program" - the City staff that administers and monitors social service programs for the City, acting through the City Manager and the Manager's designees.

c. "HUD" - the U.S. Department of Housing and Urban Development, acting through its Secretary and the Secretary's designees.

d. "Contractor" - the agency or entity that will operate the Project named in the recitals.

DOCUMENT NO.

280294

FILED

JUL 06 1992

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

e. "Project" - the personnel, facilities, materials, and services that will be funded under this Agreement.

f. "Subcontractor" - any entity other than the City that furnishes supplies or services to the Contractor relative to this Agreement, other than office space, standard commercial supplies, or printing services.

g. "Operating Manual" - the City's "Operating Manual for Social Service Programs" which contains prescribed procedures for fiscal management and accountability.

2. SCOPE OF SERVICES. Contractor hereby agrees to perform the services specifically described in Exhibit A, attached hereto and incorporated herein by reference, according to the terms and conditions of this Agreement.

3. DRUG-FREE WORK PLACE. Every person or organization awarded a contract or grant by the City of San Diego for the provision of services shall certify to the City that it will provide a drug-free work place by doing all of the following:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the work place, and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

1) The dangers of drug abuse in the work place.

2) The organization's policy of maintaining a drug-free work place.

3) Any available drug counseling, rehabilitation, and employee assistance programs.

4) The penalties that may be imposed upon employees for drug abuse violations.

c. Posting the drug-free policy in a prominent place.

d. Including language in each subcontract which indicates the subcontractor's agreement to abide by provisions of the drug-free work place program. Contractors and subcontractors shall be individually responsible for their own drug-free work place programs.

4. LITERACY SERVICES. Contractor shall identify clients in need of assistance with reading and writing skills and shall provide direct tutorial services, or shall refer such clients to other programs providing these services.

5. DISABLED ACCESS. Contractor hereby agrees to comply with the Federal Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act (Public Law 101-336), and any other applicable Federal and/or State laws and regulations hereinafter enacted.

6. PERIOD OF PERFORMANCE. The services to be performed by Contractor, as set forth herein, shall commence on July 1, 1992 and end on June 30, 1993 unless sooner terminated in accordance with the provisions hereof, except for submission of the final report.

7. PROJECT BUDGET AND EXPENDITURES. The Project Budget is set forth in Exhibit B, attached hereto and incorporated herein by reference. Additional contractual provisions related to fiscal accountability, a list of eligible and ineligible Project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions are contained in the Operating Manual, a copy of which has been provided to Contractor. Contractor hereby agrees to comply with the procedures prescribed therein. Any desired changes to these procedures shall be

requested by Contractor in writing and approved by the Community Services Program before such changes are implemented. Contractor represents that the Budget includes only allowable costs, and an accurate analysis of costs applicable to Federal funds pursuant to 24 CFR Part 502, which includes requirements for compliance with the following in addition to other requirements:

a. If Contractor is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or

b. If Contractor is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Non Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular A-110. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

8. COMPENSATION. The total compensation to be paid to Contractor under this Agreement shall not under any circumstances exceed ONE HUNDRED SEVENTY-SEVEN THOUSAND DOLLARS (\$177,000). Any expenditures by Contractor that are not within the prescribed limitations of Exhibit B, the Operating Manual, and applicable laws, rules, and regulations are not chargeable to Project and shall be borne by Contractor. Additional fund raising to support this project may be necessary to supplement the operation of this program. The fund raising will be the responsibility of Contractor.

9. FIDELITY BONDING. Prior to any expenditure for any purpose hereunder, except for fidelity bonding, Contractor shall furnish City a written assurance that all persons who will handle funds to be received or expended hereunder are covered by a fidelity bond in the amount of \$100,000 or one-half

of the aforementioned total compensation, whichever is less. Contractor shall immediately notify City if the bond or bonds are reduced or cancelled. City shall make no further payments to Contractor until it has received written notification that adequate fidelity bonding has been restored.

10. METHOD OF PAYMENT. City may, at its discretion, make an advance payment to Contractor in an amount not to exceed TWENTY THOUSAND FOUR HUNDRED TWENTY-THREE DOLLARS (\$20,423) to meet the cost of salaries and operating expenses during the first six weeks of Project operations. This advance shall be charged against the costs of the last six weeks of Project operations. Any unexpended funds from the advance payment shall be returned to City within thirty days after the end of the contract period, or upon earlier termination of this Agreement. Contractor shall be reimbursed each month for eligible expenditures, provided that the reports required by the Operating Manual are received by City on such forms as City may require within ten days after the end of each month. The final payment to Contractor shall be withheld until the cash advance has been accounted for and the final report has been received by City.

11. ADDITIONAL FUNDING SOURCES. If Contractor has received additional funding for Project from a source or sources other than City, the use of which requires that Contractor make an accounting to or be subject to an audit by such other source, Contractor shall charge Project expenditures to the appropriate funding source at the time incurred. It is expressly understood by Contractor that any cost incurred in connection with Project which is properly chargeable to and actually claimed for compensation under a funding source other than City shall not be allowed as a chargeable cost under this Agreement.

12. PROJECT REVENUE. All monies that accrue to Contractor from the deposit of City funds and Federal funds in any interest bearing account shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement. All other non-interest revenue, including fees collected from clients, shall be deposited in a separate bank account. Documentation of all transactions taking place in this account shall be included in Contractor's monthly reports that are submitted to City. Upon receipt of written approval from the Community Services Program, funds in this account may be used to improve the services being performed by Contractor. If such approval is not granted, these funds shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement, as required by 24 CFR Part 507.503(b).

13. AUDITS. Under the Single Audit Act of 1984 (PL 98-502) pertaining to recipients of Federal funds, Contractor is required to have an annual audit conducted in accordance with Federal Office of Management and Budget (OMB) Circulars A-110, A-128, and A-133. To ensure compliance, Contractor shall provide the City with two copies of the audit report within 30 days of completion.

14. UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor shall comply with applicable uniform administrative requirements as described in 24 CFR Part 570.502.

15. COMPLIANCE WITH APPLICABLE LAWS. Contractor agrees to comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits, including but not limited to Federal ESGP financial and contractual procedures, and OMB Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N. and O, as set forth in 24 CFR Part 570.502(b). Said Federal documents are on file in the Community Services Program office, 1200 Third

Avenue, Suite 924, San Diego, CA 92101, and are incorporated herein by reference.

16. INELIGIBILITY OF CONTRACTORS OR SUBCONTRACTORS. Contractor shall not use Federal funds directly or indirectly in its operations, or to employ, award contracts to, or otherwise engage the services of, or fund any Subcontractor during any period of debarment, suspension, or placement in ineligibility status of the Contractor or such Subcontractor under the provisions of 24 CFR Part 24.

17. SUSPENSION OF PAYMENTS. Other provisions of this Agreement notwithstanding, City may elect to suspend one or more payments to Contractor, or terminate this Agreement in accordance with 24 CFR Part 85.43 as a result of any of the following circumstances. In such case, Contractor hereby agrees not to expend any funds related to or connected with any area of controversy or conflict which shall have resulted in the suspension of payment or termination of funding.

a. Noncompliance. Contractor shall have failed to comply with any of the terms or conditions of this Agreement.

b. Misrepresentation. Contractor, with or without knowledge, shall have made substantial and material misrepresentations in regard to information furnished to City.

c. Unauthorized Actions. Contractor shall have taken any action relative to Project which required approval by City or the Community Services Program, without having obtained such approval.

d. Litigation. Contractor shall have become subject to pending litigation with respect to the performance of its duties and obligations hereunder, including any court action or proceeding involving the Federal

Bankruptcy Act, which litigation may jeopardize or adversely affect the understanding of and carrying out of Project.

e. Reports. Contractor shall have failed to submit any report and supporting document to City as required by this Agreement and the Operating Manual, or shall have failed to submit any other report as may be required by City, or shall have failed to submit any report and supporting documentation on the date prescribed by City.

f. Conditional Use Permit (CUP). Contractor shall abide by all terms and conditions set forth in the CUP issued for the Neil Good Day Center, on file in the Office of the City Clerk as CUP-86-0955.

g. Termination of Grant Funds. HUD shall have suspended or terminated a portion or all of the Federal funds allocated to City.

h. Federal Directives. Contractor shall have been unable or unwilling to comply with any additional terms or conditions relative to Project that may be required by newly enacted Federal laws, or changes in Federal rules, regulations, or other directives.

i. Lease Agreement. Contractor shall abide by the restrictions, terms, and conditions set forth in the State of California Department of Transportation Airspace Ground Lease of the property on which the Neil Good Day Center is physically located in respect to operation, maintenance and repair, and sign display. Contractor shall maintain the leased premises, improvements and landscaping thereon, including fences and guard rails theretofore or hereafter erected, in good repair and in compliance with all requirements of the law. Contractor shall take all steps necessary to effectively protect the fences, guard rails, and the piers and columns, if any, of the viaduct from damage incident to Contractor's use of said premises and improvements, all without expense to the City.

18. PROJECT RECORDS. Contractor shall maintain detailed administrative and fiscal records as required by the Operating Manual during the term of this Agreement. Contractor shall allow authorized City employees or authorized agents of City, or authorized representatives of the U.S. Government or their agents, to inspect its premises, books, accounting documents, payrolls, and other Project records for the purpose of auditing, monitoring, or evaluating Project. Contractor shall store such records and documents for a period of three years after submission of the final expenditure report for the contract period, or three years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit fundings have been resolved, whichever is longer. During this period, City and U.S. Government representatives or their authorized agents shall have access to such records and documents at any time. In no case shall the Contractor dispose of project records without first informing the City of its intent to do so.

19. ORAL REPRESENTATIONS. This Agreement and the exhibits and references incorporated herein fully express all understandings of the parties concerning the matters covered herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change or amendment to this Agreement which has been duly approved and executed in accordance with the procedures described herein.

20. CHANGES OR AMENDMENTS TO AGREEMENT. Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be accomplished only in the following manner:

a. A non-substantive change which does not affect the total compensation specified herein shall be approved in writing by the Community Services Program and Contractor's authorized representative.

b. A substantive change to any of the terms or conditions of this Agreement, or a change which affects the total compensation specified herein, shall be accomplished by a written amendment to this Agreement which shall be approved by the City Council and signed by the authorized representatives of City and Contractor.

21. EQUAL OPPORTUNITY PROGRAM. Contractor hereby agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations hereafter enacted, as well as those requirements addressed by the City of San Diego's Equal Opportunity Program, recorded with the City Clerk as Document RR-262633. Contractor understands that failure to comply with the above cited laws and regulations and/or falsely submitting information required under same laws and regulations may result in termination of this Agreement and debarment from awards of future City contracts for a period of not less than one or more than two years.

22. HUD RULES AND REGULATIONS. The terms and conditions of this Agreement are subject to HUD rules and regulations which are in effect on the effective date of this Agreement. Newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by City.

23. HUD SECTION 3 CLAUSE. The following "Section 3 Clause" is included herein pursuant to the requirements of Title 24, Part 135 (24 CFR Part 135) of the Code of Federal Regulations, and is binding upon the parties to this Agreement. Contractor shall document its good faith efforts to comply with the terms and conditions of the Section 3 Clause, and furnish such documentation to City upon request.

a. The work to be performed under this Agreement is on a project assisted under a program providing direct

Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area, and contracts for business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. Contractor will send to each labor organization or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his or her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. Contractor will include this Section 3 Clause in every subcontract for work in connection with the Project, and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulation set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

24. INDEPENDENT CONTRACTOR. Contractor is an independent contractor hereunder, and nothing contained herein shall be construed as creating a relationship of employer and employee between the parties. City shall not be liable for any act or acts of Contractor. Contractor shall notify all prospective subcontractors of its independent status hereunder.

25. ASSIGNABILITY. Contractor shall not assign or subcontract any of the work or services to be performed under this Agreement, or expend any funds for such purpose without prior written approval of the Community Services Program. Contractor shall provide City with copies of all subcontracts entered into under the terms of this Agreement.

26. HOLD HARMLESS. Contractor agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

27. INSURANCE. Contractor shall obtain and keep in force during the period of this Agreement a policy of comprehensive public liability insurance which insures Contractor against any and all claims of liability, including accident, injury, or death arising from the provision of Project services, or from the ownership, use, operation, maintenance, or administration of Project premises and all areas appurtenant thereto. Such insurance shall be in an

amount of not less than ONE MILLION DOLLARS for any injury to, or death of, any person or persons in any accident or occurrence, and shall name the City, the Centre City Development Corporation (CCDC), the California Department of Transportation (CalTrans), the County of San Diego, and the San Diego Unified Port District as additional insureds.

28. CONFLICT OF INTEREST. Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from subcontractors or potential subcontractors. In the procurement of supplies, equipment, construction, and services by Contractor, the conflict of interest provisions in Attachment O of OMB Circular No. A-110 and 24 CFR Part 570.611 shall apply.

Contractor is subject to all Federal, State, and local conflict of interest laws and policies relative to public contracts and procurement practices, including but not necessarily limited to the provisions of California Government Code section 1090 et seq. and California Government Code section 87100 et seq. Contractor shall not recommend or specify any product, supplier or contractor with whom Consultant has a direct or indirect financial or organizational interest or relationship that would violate the provisions of any conflict of interest laws. Contractor may be subject to damages to City for any violation or for causing a violation (which thereby voids a contract) and may be subject to further fines or penalties under State law. Contractor shall certify compliance with these provisions to the City. Contractor may also be required to file a Statement of Economic Interest (Form 730) disclosing relevant economic interests pertinent to this procurement. Such forms, if

required, will be placed on file with the Community Program Administrator and City Clerk, and will be made available for public inspection.

29. AGENCY EMPLOYMENT OF CITY PERSONNEL. This Agreement shall be unilaterally and immediately terminated by City if Contractor employs an individual who within 12 months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council in connection with the selection of Contractor.

30. LOBBYING AND POLITICAL ACTIVITIES. Contractor shall not use any of the funds, personnel, or materials received in connection with this Agreement to influence or to attempt to influence any governmental decision in any manner whatsoever. This prohibition shall apply to any decision of any kind to be made by any electorate, legislative body, agency, bureau, board, commission, district, or any other instrument of Federal, State, or local government. The term "influence or attempt to influence" shall mean the making, with the intent to influence, any communication to or appearance before any officer, employee, or appointee of any governmental entity, as well as any communication made to any electorate regarding any ballot measure or candidate election.

Contractor acknowledges that funds received for this project have been provided pursuant to a Federal grant, and shall comply with the laws set forth at 31 USC section 1352 (1989), and 24 CFR Part 87. Contractor shall sign and file a certification form which certifies knowledge of these provisions and promises compliance. The certification shall be a condition precedent to this Agreement and shall be delivered to the City not later than fifteen (15) days after execution of this Agreement. Contractor shall also require this same certification to be included in all subagreements,

subcontracts, subgrants, and cooperative agreements involving \$100,000 or more. Further, the Contractor shall disclose any funds from any other source which have been paid by the Contractor or its principals and agents within the last year to influence or attempt to influence decisions of the Federal government by completing, signing, and submitting Standard Form LLL, "Disclosure Form to Report Lobbying." Contractor understands that the duty to disclose lobbying activities is a continuing requirement, and therefore shall make such disclosures at the end of each calendar quarter in which there occurs any event requiring disclosure.

31. TERMINATION OF AGREEMENT. City or Contractor may at any time and without cause, terminate this Agreement by giving written notice to the other party 30 days prior to the effective date of termination. In addition, City may terminate this Agreement at any time if Contractor fails to meet or fulfill its obligations hereunder. In the event of termination by either party, City's liability shall be limited to the pro rata share of the monthly compensation for work or services performed up to the date of termination.

32. OTHER OPERATING PROVISIONS. Contractor covenants to abide by the provisions attached hereto as Exhibits C, D, and E, which are hereby incorporated by this reference.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego,
acting by and through its City Manager, pursuant to Resolution No. R-280294
authorizing such execution, and by Contractor.

Dated this _____ day of JUL 06 1992, 1992.

THE CITY OF SAN DIEGO

By Don V. Henry

ALPHA PROJECT FOR THE HOMELESS, INC.

By _____

I HEREBY APPROVE the form and legality of the foregoing Agreement this
6th day of July, 1992

JOHN W. WITT, City Attorney

By John W. Witt

- (1) CITY may correct said default(s) and charge the costs thereof to the account of CONTRACTOR, which charge shall be due and payable within thirty (30) days after presentation by CITY to CONTRACTOR and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and CONTRACTOR or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this agreement as to the rights of CONTRACTOR by assuming or causing the assumption of liability for any trust deed or mortgage. CONTRACTOR agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated CONTRACTOR a new CONTRACTOR reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated CONTRACTOR, and CONTRACTOR hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by CONTRACTOR, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of CONTRACTOR hereunder and to commence performance of this agreement. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this agreement shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this agreement with all the rights, privileges, and obligations of CONTRACTOR, subject to cure of the default, if possible, by mortgagee or beneficiary. CONTRACTOR expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by CONTRACTOR. Even though CONTRACTOR has breached the agreement and abandoned the property, this agreement shall continue in effect for so long as CITY does not terminate, and CITY may enforce all its rights and remedies hereunder.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this agreement. The use of one remedy or right for any default does not waive the use

of another remedy or right for the same default or for another or later default. CITY and CONTRACTOR specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

20. Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by CONTRACTOR shall at agreement expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this agreement.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify CONTRACTOR thirty (30) days prior to termination or thirty (30) days prior to expiration, and CONTRACTOR shall remove all such improvements, structures and installations as directed by CITY at CONTRACTOR'S sole cost on or before agreement expiration or termination. If CONTRACTOR fails to remove any improvements, structures, and installations as directed, CONTRACTOR agrees to pay CITY the full cost of any removal.
- c. CONTRACTOR-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by CONTRACTOR by the date of the expiration or termination of this agreement. Any said items which CONTRACTOR fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at CONTRACTOR'S expense.
- d. If any removal of such personal property by CONTRACTOR results in damage to the remaining improvements on the premises, CONTRACTOR agrees to repair all such damage.
- e. Notwithstanding any of the foregoing, in the event CONTRACTOR desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this agreement, then CITY shall have the first right to acquire or purchase said personal property.

SCOPE OF SERVICES

Funded by Private and Other Contributions
Emergency Assistance Programs

ALPHA PROJECT FOR THE HOMELESS, INC.
Neil Good Day Center for the Homeless

1. PROJECT OFFICE

Contractor shall maintain and operate a day center for the homeless on 17th Street between J and K Streets, and shall provide community services Monday through Friday from 7:30 a.m. to 5:30 p.m. and on Saturdays and Sundays from 8:00 a.m. to 2:00 p.m.

2. PROJECT GOALS

- a. To provide a day retreat for homeless individuals.
- b. To assist homeless individuals in gaining access to existing services.
- c. To provide "basic amenities" to homeless individuals.

3. DRUG AND ALCOHOL-FREE FACILITY

Contractor shall maintain a drug and alcohol-free facility, and shall not condone the use, possession, or distribution of drugs or alcohol.

4. SERVICE DELIVERY SYSTEM AND REQUIREMENTS

Contractor will provide the following services to accomplish project goals:

- a. BASIC SERVICES. Contractor shall provide the following services to the homeless population of downtown San Diego:

- 1) A daytime refuge shall be provided to 200 clients per weekday, and to 120 clients per day on weekends.
- 2) Showers shall be provided to a minimum of 100 clients per weekday, and to 60 clients per day on weekends.
- 3) Laundry services shall be provided to a minimum of 10 clients per weekday, and to 10 clients per day on weekends.
- 4) Mail and message services shall be provided to a minimum of 20 clients per weekday, and to 10 clients per day on weekends.

SCOPE OF SERVICES

Funded by Private and Other Contributions (Emergency Assistance Programs)

ALPHA PROJECT FOR THE HOMELESS, INC.

Neil Good Day Center for the Homeless

b. SUPPORT SERVICES. Contractor shall provide the following support services:

- 1) Information and Referral. Information and referral services shall be provided to inform and refer the homeless population to other programs available.
- 2) Recreational Activities. Recreational activities shall include, but not be limited to television, library, chess, and checkers.
- 3) Employment Assistance Program. The Alpha Project shall operate a program to assist the homeless in accessing full-time employment.
- 4) Substance Abuse Programming. Regular AA and NA meetings shall be held at the Day Center.
- 5) Storage. Storage shall be accessible during all operating hours.
- 6) Pay Phone. A pay phone shall be accessible to all clients of the Day Center.

c. EMPLOYMENT TRAINING SERVICES. Contractor shall enter into a written agreement with Occupational Training Services, Inc. (OTS) to provide employment training services at the Day Center facility, a copy of which shall be remitted to City. Services offered by OTS would include, but not be limited to employment counseling, assessment, information referral, and job training resource development. Services offered by OTS shall not interfere with normal operation of the Day Center, and client demographics, services provided, and outcome of the services provided by OTS shall be reported to City monthly. Contractor shall inform City in writing as to the scheduling of OTS services, the types of services to be offered, and the sources of referral to OTS training.

5. PROJECT RECORDS

The following project records shall be maintained:

- a. Daytime Refuge Count. A daily count of homeless individuals visiting the center shall be derived by use of a numbered ticket system. The daily beginning and ending ticket numbers will be recorded on a monthly attendance log.
- b. Facility Use Count. Individuals using the shower and laundry facilities shall be recorded on a daily roster which will include the following information:

SCOPE OF SERVICES

Funded by Private and Other Contributions (Emergency Assistance Programs)

ALPHA PROJECT FOR THE HOMELESS, INC.

Neil Good Day Center for the Homeless

- 1) Intake date
- 2) Client's name and identification number
- 3) Client's sex
- 4) Client's ethnic origin
- 5) Client's age

6. CONFIDENTIALITY

City and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their families which may be obtained through application forms, interviews, tests, reports, or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract.

BUDGET EXHIBIT FOR OPERATING AGREEMENT

FUNDING SOURCE Various Funding Sources

OPERATING AGENCY Alpha Project for the Homeless, Inc. PROJECT Neil Good Day Center

CONTRACT PERIOD: From July 1, 1992 To June 30, 1993

| | |
|------------------|-------------------|
| SALARIES & WAGES | <u>108,016</u> |
| FRINGE BENEFITS | <u>20,962</u> |
| TOTAL PERSONNEL | \$ <u>128,978</u> |

| | |
|-----------------------|-------------------|
| SUPPLIES | <u>12,000</u> |
| POSTAGE | <u>687</u> |
| FOOD | <u>-0-</u> |
| CONTRACTUAL SERVICES | <u>4,943</u> |
| MAINTENANCE/REPAIR | <u>2,400</u> |
| PUBLICATIONS/PRINTING | <u>1,500</u> |
| TRAVEL | <u>500</u> |
| OTHER EXPENSES | <u>700</u> |
| RENT | <u>-0-</u> |
| EQUIPMENT RENTAL | <u>500</u> |
| INSURANCE | <u>3,000</u> |
| UTILITIES | <u>16,800</u> |
| TELEPHONE | <u>4,992</u> |
| EQUIPMENT PURCHASE | <u>-0-</u> |
| TOTAL NON-PERSONNEL | \$ <u>48,022</u> |
| TOTAL PROGRAM | \$ <u>177,000</u> |

PERSONNEL SCHEDULE

OPERATING AGENCY Alpha Project for the Homeless, Inc.

PROJECT Neil Good Day Center

| POSITION
(1) | PERCENT
CHARGED
(2) | HOURLY
RATE
(3) | START
DATE
(4) | TERMINATION
DATE
(5) | NUMBER OF
MONTHS/
PAY PERIODS
(6) | SALARY PER
MONTH/
PAY PERIOD
(7) | TOTAL
SALARY
(8) |
|-------------------------|---------------------------|-----------------------|----------------------|----------------------------|--|---|------------------------|
| Executive Director | 50% | 21.15 | 7-1-92 | 6-30-93 | 12 mos. | 1,833.33 | 22,000 |
| Weekend Coordinator* | 100% | 8.75 | 7-1-92 | 6-30-93 | 12 mos. | 606.66 | 7,280 |
| Caseworker | 100% | 8.65 | 7-1-92 | 6-30-93 | 12 mos. | 1,500.00 | 18,000 |
| Security/Housekeeping-A | 100% | 6.00 | 7-1-92 | 6-30-93 | 12 mos. | 1,040.00 | 12,480 |
| Security/Housekeeping-B | 100% | 5.50 | 7-1-92 | 6-30-93 | 12 mos. | 953.33 | 11,440 |
| Security/Housekeeping-C | 100% | 5.50 | 7-1-92 | 6-30-93 | 12 mos. | 953.33 | 11,440 |
| Security/Housekeeping-D | 60% | 6.00 | 7-1-92 | 6-30-93 | 12 mos. | 624.00 | 7,488 |
| Security/Housekeeping-E | 60% | 6.00 | 7-1-92 | 6-30-93 | 12 mos. | 624.00 | 7,488 |
| Secretary/Receptionist | 100% | 5.00 | 7-1-92 | 12-31-92 | 2 mos. | 866.67 | 5,200 |
| Laundry Attendant | 100% | 5.00 | 7-1-92 | 12-31-92 | 2 mos. | 866.67 | 5,200 |

1. List all personnel charged against City funding source.

2. Percent of full-time position charged against City Funding source.

3. Hourly rate of pay of City paid position.

4. The date this position will start being claimed against City funding source.

5. The date this position will stop being claimed against City funding source.

6. No. of months/pay periods this position will be charged against City funding source.

7. The salary per month/pay period charged to City funding source.

8. The total salary charged against City funding source.

TOTAL 108,016

Pay Schedule (Check One)

_____ Monthly

 X Biweekly

_____ Twice a Month

_____ Date(s) Paid

*Part Time: Weekends, Saturdays and Sundays, Eight Hours Each

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Fringe Benefits | AMOUNT |
|--|--------|
| Detailed Explanation: | |
| FICA: @ \$108,016 applicable gross wages x 6.2% = | 6,697 |
| SDI: @ \$108,016 applicable gross wages x 1.25% = | 1,350 |
| W.C.: @ \$108,016 applicable gross wages x 2.2% = | 2,376 |
| Medicare: @ \$108,016 applicable gross wages x 1.45% = | 1,566 |
| Health Ins.: @ \$151/mo. x 1.5 emp. x 12 mos. = | 2,718 |
| @ \$139/mo. x 4.5 emp. x 10 mos. = | 6,255 |
| TOTAL | 20,962 |
| LINE ITEM - Supplies | AMOUNT |
| Detailed Explanation: | |
| Consumable office supplies used in the course of
project business. | |
| @ \$1,000/mo. x 12 mos. = | 12,000 |
| TOTAL | 12,000 |
| LINE ITEM - Postage | AMOUNT |
| Detailed Explanation: | |
| Postal expenses for project mailings. | |
| @ \$58/mo. x 11 mos. = | 638 |
| @ \$49/mo. x 1 mo. = | 49 |
| TOTAL | 687 |
| LINE ITEM - Contractual Services | AMOUNT |
| Detailed Explanation: | |
| Bookkeeping @ \$225/mo. x 12 mos. = | 2,700 |
| Day labor positions as needed (e.g., janitorial,
secretarial, security, laundry). | |
| @ \$186.92/mo. x 12 mos. = | 2,243 |
| TOTAL | 4,943 |

*All line items must be justified

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Maintenance/Repair | AMOUNT |
|--|--------|
| Detailed Explanation: | |
| Costs incurred for facility maintenance.
@ \$200/mo. x 12 mos. = | 2,400 |
| TOTAL | 2,400 |
| LINE ITEM - Publications/Printing | AMOUNT |
| Detailed Explanation: | |
| Costs to include the publication/printing of brochures, stationery, business cards, etc., used in the course of office business estimated at an average of \$125 per month.
@ \$125/mo. x 12 mos. = | 1,500 |
| TOTAL | 3,900 |
| LINE ITEM - Travel | AMOUNT |
| Detailed Explanation: | |
| Project's mileage, which is reimbursed at a rate of \$.25 per mile and estimated at an average of 166.7 miles per month.
@ \$.25/mile x 166.7 miles/mo. x 12 mos. = | 500 |
| TOTAL | 500 |
| LINE ITEM - Other Expenses | AMOUNT |
| Detailed Explanation: | |
| Costs incurred for providing refreshments such as coffee, cocoa, tea, and fruit juices, and advertising for staff positions estimated at an average of \$58.33 per month.
@ \$58.33/mo. x 12 mos. = | 700 |
| TOTAL | 700 |

*All line items must be justified

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Equipment Rental | AMOUNT |
|--|--------|
| Detailed Explanation: | |
| Cost incurred to rent buffers and shampoo equipment for rugs and floors. | |
| @ \$150/mo. x 3 mos. = | 450 |
| @ \$ 50/mo. x 1 mo. = | 50 |
| | |
| TOTAL | 500 |
| LINE ITEM - Insurance | AMOUNT |
| Detailed Explanation: | |
| Cost of a one million dollar liability policy and a fidelity bond. | |
| @ \$3,000/yr. = | 3,000 |
| | |
| TOTAL | 3,000 |
| LINE ITEM - Utilities | AMOUNT |
| Detailed Explanation: | |
| Cost of water, gas, and electricity at the project site. | |
| @ \$1,400/mo. x 12 mos. = | 16,800 |
| | |
| TOTAL | |
| LINE ITEM - Telephone | AMOUNT |
| Detailed Explanation: | |
| Cost of telephone equipment and monthly telephone charges. | |
| @ \$416/mo. x 12 mos. = | 4,992 |
| | |
| TOTAL | 4,992 |

*All line items must be justified

ESTIMATED MONTHLY EXPENDITURE SCHEDULE

OPERATING AGENCY Alpha Project for the Homeless, Inc.PROJECT Neil Good Day Center

| LINE ITEM | Acct.
No. | MONTH | | | | | | | | | | | | TOTAL |
|-----------------------|--------------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|-------|---------|
| | | JULY | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | |
| Salaries & Wages | 1101 | 9868 | 9868 | 9868 | 9868 | 9868 | 9868 | 8134 | 8134 | 8135 | 8135 | 8135 | 8135 | 108,016 |
| Fringe Benefits | 2610 | 1915 | 1915 | 1915 | 1915 | 1915 | 1915 | 1579 | 1579 | 1579 | 1579 | 1579 | 1577 | 20,962 |
| TOTAL PERSONNEL | | 11783 | 11783 | 11783 | 11783 | 11783 | 11783 | 9713 | 9713 | 9714 | 9714 | 9714 | 9712 | 128,978 |
| Non-Personnel | | | | | | | | | | | | | | |
| Supplies | 3101 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 12,000 |
| Postage | 3102 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 58 | 55 | 55 | 55 | 687 |
| Food | 3241 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Contractual Services | 4151 | 412 | 412 | 412 | 412 | 412 | 412 | 412 | 412 | 412 | 412 | 412 | 411 | 4,943 |
| Maintenance/Repair | 4213 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 200 | 2,400 |
| Publications/Printing | 4311 | -0- | -0- | 500 | -0- | -0- | 1000 | -0- | -0- | -0- | -0- | -0- | -0- | 1,500 |
| Travel | 4432 | -0- | -0- | -0- | -0- | 250 | -0- | -0- | -0- | 250 | -0- | -0- | -0- | 500 |
| Other Expenses | 4469 | -0- | 100 | -0- | 100 | -0- | 100 | 100 | -0- | 100 | -0- | 100 | 100 | 700 |
| Rent | 4682 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Equipment Rental | 4687 | -0- | -0- | -0- | -0- | 150 | -0- | 150 | -0- | -0- | 150 | -0- | 50 | 500 |
| Insurance | 4813 | 1500 | -0- | -0- | -0- | -0- | -0- | 1500 | -0- | -0- | -0- | -0- | -0- | 3,000 |
| Utilities | 5101 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 1400 | 16,800 |
| Telephone | 5201 | 416 | 416 | 416 | 416 | 416 | 416 | 416 | 416 | 416 | 416 | 416 | 416 | 4,992 |
| Equipment Purchase | 6010 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| TOTAL NON-PERSONNEL | | 4986 | 3586 | 3986 | 3586 | 3886 | 4586 | 5236 | 3486 | 3836 | 3633 | 3583 | 3632 | 48,022 |
| TOTAL MONTH | | 16769 | 15369 | 15769 | 15369 | 15669 | 16369 | 14949 | 13199 | 13550 | 13347 | 13297 | 13344 | 177,000 |

OTHER OPERATING AGREEMENT PROVISIONS

1. Premises. CITY hereby agrees to allow CONTRACTOR to operate a day center on that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "D" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
2. Uses. It is expressly agreed that the premises are leased to CONTRACTOR solely and exclusively for the purpose of an emergency day shelter and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

CONTRACTOR covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

3. Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that CONTRACTOR shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
4. Commencement. The term of this agreement shall be one year commencing on the date the City Manager or his designee signs the agreement.
5. Holdover. Any holding over by CONTRACTOR after expiration or termination shall not be considered as a renewal or extension of this agreement. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to terminate the holdover tenancy at will.
6. Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and CONTRACTOR (or beneficiary or mortgagee) will be as follows:
 - a. In the event the entire premises are taken, this agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
 - b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for operation, this agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued operation, this agreement shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
 - d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, CONTRACTOR shall be entitled to any award attributable to the taking of or damages to CONTRACTOR'S then remaining leasehold interest in installations or improvements of CONTRACTOR. CITY shall have no liability to CONTRACTOR for any award not provided by the condemning authority.
 - e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, CONTRACTOR shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this agreement.
 - f. No Inverse Condemnation. The exercise of any CITY right under this agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.
7. Waste or Damage. CONTRACTOR agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. CONTRACTOR agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.
8. Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to CONTRACTOR, to have any necessary maintenance work done at the expense of CONTRACTOR, and CONTRACTOR hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require CONTRACTOR to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. CONTRACTOR shall pay the cost of said bond. The rights reserved in this section

shall not create any obligations on CITY or increase obligations elsewhere in this agreement imposed on CITY.

9. Maintenance. Except as hereinafter provided, CONTRACTOR agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. CONTRACTOR will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with all applicable laws. CONTRACTOR and CITY agree to assume responsibility for the operation and maintenance of the premises pursuant to Exhibit "E", attached hereto. CONTRACTOR and CITY acknowledge that there may be manufacturer warranties on certain items within the premises. Repairs on such items will be the responsibility of manufacturer and/or builder as specified in the warranty. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.
10. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by CONTRACTOR without prior written approval by the City Manager. Further, CONTRACTOR agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve CONTRACTOR of any obligation under this agreement to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this agreement to make or assume any expense for any improvements or alterations.
11. Utilities. CONTRACTOR agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the premises. All utilities will be installed underground and shall include, but not be limited to, all water, gas, heat, light, power, telephone, sewage, air-conditioning and ventilating, scavenger, janitorial and landscaping services, and all other materials and utilities supplied to the premises. CITY shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the premises, and no such failure or interruption shall entitle CONTRACTOR to terminate this agreement.
12. Taxes. CONTRACTOR agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONTRACTOR or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by CONTRACTOR or levied by reason of the business or other CONTRACTOR activities related to the premises, including any licenses or permits. CONTRACTOR recognizes and agrees that this agreement may create a possessory interest subject to property taxation, and that CONTRACTOR may be subject to the payment of taxes levied on such interest, and that CONTRACTOR shall pay all such possessory interest taxes. CONTRACTOR further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

13. Signs. CONTRACTOR agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, CONTRACTOR agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at CONTRACTOR'S cost.

14. Notices

- a. Any notice required or permitted to be given hereunder with regard to lease provisions shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to CONTRACTOR at the leased premises or at such other address designated in writing by CONTRACTOR; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this agreement may by like notice designate a different address to which notices shall be sent.

15. Compliance with Law. CONTRACTOR shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at CONTRACTOR'S sole cost and expense. In addition, CONTRACTOR shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
16. CITY Approval. The approval or consent of CITY, wherever required in this agreement, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
17. Partial Invalidity. If any term, covenant, condition, or provision of this agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
18. Legal Fees. In the event of any litigation regarding this agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

19. Defaults and Remedies.

a. Default. In the event that:

- (1) CONTRACTOR shall default in the performance of any covenant or condition required by this agreement to be performed by CONTRACTOR and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) CONTRACTOR shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) CONTRACTOR shall be adjudicated a bankrupt; or
- (4) CONTRACTOR shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon CONTRACTOR or upon any person claiming rights through CONTRACTOR, immediately terminate this agreement and all rights of CONTRACTOR and of all persons claiming rights through CONTRACTOR to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 19.a.(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to CONTRACTOR, CITY shall not terminate this agreement pursuant to the default if CONTRACTOR immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

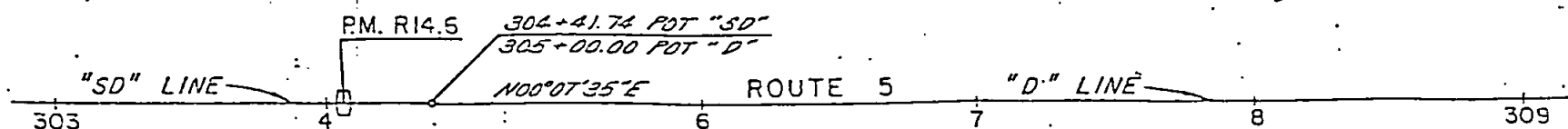
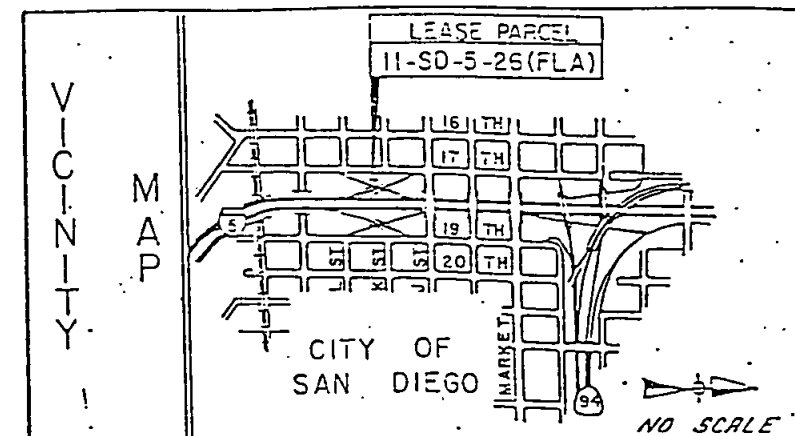
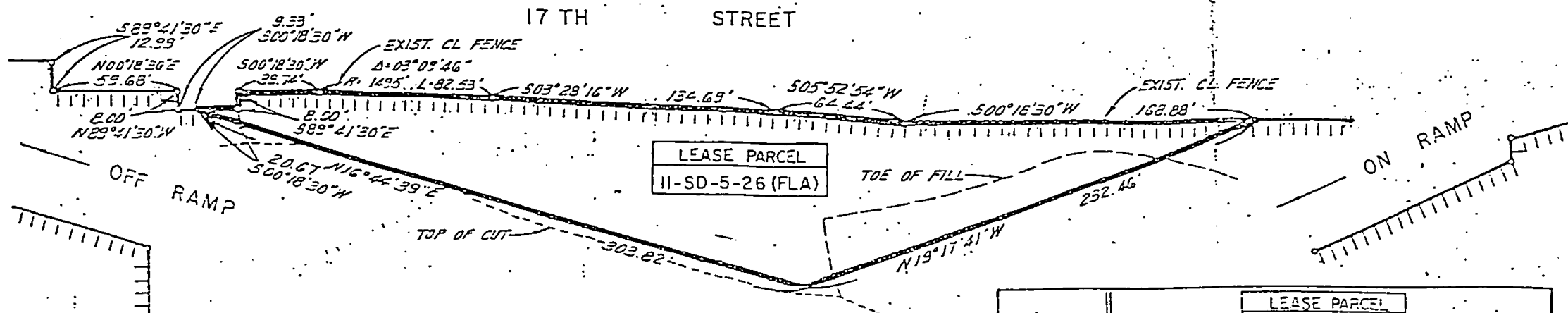
- b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

"L" STREET

"K" STREET



EXHIBIT "D"



| FLA NUMBER | GAGES AREA | AREA OF SUPPORTS | STRUCTURE AREA |
|----------------|------------|------------------|----------------|
| 11-50-2-241231 | 25-222-26 | N/A | N/A |
| | | | |
| | | | |
| | | | |

TYPICAL SECTION

NO SCALE

N/A

GROUND HEIGHT TO SOFT

NOTE: UTILITIES SHOWN FOR INFORMATION ONLY. COMPLETE AND ACCURATE UTILITY DATA SHOULD BE VERIFIED BY THE LESSEE.

| | | |
|--|---|-----------|
| LEGEND & NOTES | STATE OF CALIFORNIA | |
| () Access Denied | BUSINESS AND TRANSPORTATION AGENCY | |
| (*) Access Opening | DEPARTMENT OF TRANSPORTATION | |
| (P) Previous Request Denied | DISTRICT II | |
| (E) Executive Order, CL | | |
| (C) Includes Extra Tolls | | |
| (O) Limit of 7LA | | |
| FOR FUTURE INFORMATION: | FREEWAY LEASE | |
| SEE MAP ATTACHED TO SURVEY MAP NO. | AREA MAP | |
| FOR HIGHWAY UNIVERSITY | II-SD-5-25(FLA) | |
| FILE MAP NO. | Project of map
map no. POR. LO 3528 / 3529 | |
| CORRECTED MAP NO. | | |
| NOTE: THIS MAP IS ON CALIF. ROAD MAP, SD-5-A, DATE LOGGONOMY | ROAD PROJECTS | POST MILE |
| ONLINE WITH DISTANCE | SD 151 | 146 |
| | | n |

Power Engineer (Date)
L. BARTON: 5.58

FOR THIS AREA SEE MAP

MAINTENANCE REPAIRS

| <u>System/Area</u> | <u>CONTRACTOR'S Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|--|--|--|
| Electrical/Lighting & Power | All wiring, conduit, breakers, light fixtures (as a complete item). All exterior lighting including lamps, security lights and safety fixed lights. Replace bulbs and tubes over 12 feet above floor. All permanent exhibit lighting and service. Exterior decorative and movable lights. Conduct inspection of all equipment and perform preventative maintenance not less than annually. Replace switch and outlet plates, fixture lenses and bulbs and tubes less than 12 feet above the floor. All temporary exhibit lighting and service. | None. |
| Emergency Electrical System and Lighting | Repair parts and/or system wiring, conduit, fixtures, controls, batteries, etc. Periodic operational check-out and preventative maintenance. Conduct inspection of all equipment not less than quarterly. Preventive maintenance of batteries. | Repairs to central circuit box and generator. |
| Heating, Ventilation & Air-conditioning System | Inspect equipment and replace filters annually. Perform preventive maintenance and conduct periodic operational checks. | All equipment, controls, filters, water treatment. |

| <u>System/Area</u> | <u>CONTRACTOR'S Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|-------------------------|---|---|
| Plumbing | All exposed plumbing fixtures in the water service system. All waste and vent systems, roof drains, etc., including pipe replacement and the clearing of blockages. Conduct inspection of all equipment annually. Clean leaves and other debris from roof drains. | All unexposed pipes & valves. Hot water heaters. |
| Fire Suppression System | Maintain all portable and/or temporary systems, extinguishers, hoses and nozzles. Conduct inspection of all equipment not less than annually. | All maintenance of Cardox system, library halon system, sprinkler systems and/or other permanently installed system for the protection of the building. Refilling tanks. Maintain sensors and alarms. |
| Alarms | All sensors, alarms, wiring, etc., for security and fire alarm systems including heat, smoke, motion, intrusion, etc. | None. |
| Security | Exterior building envelope, including exterior locks, emergency boarding up and repair of doors and windows, and the fence and gates. All other security including lock installations and maintenance. | None. |
| Floors/Floor Coverings | Temporary floor coverings. Repairing floor when temporary floor coverings removed. | None. |
| Windows/Glass | All glass in permanent windows and doors. | None. |

| <u>System/Area</u> | <u>CONTRACTOR'S Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|---|---|--|
| Telephone/Paging System | All. | None. |
| Doors, Interior Walls, Ceilings, and Metal Shades | Any additions or modifications to existing equipment, structures or systems, displays and temporary installations, window coverings (film, shades, blinds, drapes). | None. |
| Custodial | All, including providing paper products, soap, light bulbs and tubes. Cleaning adjacent to structures. | None. |
| Vandalism | All nonpermanent structures, furnishings, and/or displays. | All City-owned items and permanent structures. |
| Paint | All interior painting and exterior graffiti removal. | All exterior painting, excluding only those areas for which CONTRACTOR has responsibility. |
| Pest Control | All. | None. |
| Furnishings | All. | None. |
| Roof, Exterior Walls, Building Structure | None. | All. |

LMF:jw(5)
8-9-91

RESOLUTION NUMBER R-

280294

ADOPTED ON

JUL 06 1992

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager be and he is hereby authorized and empowered to execute, for and on behalf of said City, an agreement with Alpha Project for the Homeless to operate the Neil Good Day Center for the Homeless in Fiscal Year 1993, under the terms and conditions set forth in the Agreement on file in the office of the City Clerk as Document No. RR- 280294, and specifically contingent upon the availability of funds as described herein.

BE IT FURTHER RESOLVED, that the City Auditor and Comptroller is hereby authorized to appropriate the budget of \$165,137.44 in contributions, and \$11,862.56 from interest earned on fund 19620, for a total of \$177,000.

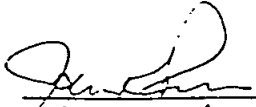
BE IT FURTHER RESOLVED, that the Council hereby accepts the generous contributions from the County of San Diego in the amount of \$25,000; from the Regional Task Force on the Homeless in the amount of \$13,437.44; and from the San Diego Housing Commission in the amount of \$126,700, contingent on adoption of the Housing Commission Report by the Housing Commission Board and the Housing Authority.

BE IT FURTHER RESOLVED, that the expenditure of an amount not to exceed \$177,000 from Fund 19620, is hereby authorized,

solely and exclusively for the purpose of providing funds for the above project.

APPROVED: JOHN W. WITT, City Attorney

By



John K. Riess
Deputy City Attorney

JKR:pev
06/25/92
Aud.Cert:9300009
Or.Dept:Mgr.
R-92-2094
Form=r.auagr

JUL 06 1992

Passed and adopted by the Council of The City of San Diego on _____ by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Stevens, Behr, Stallings, McCarty,
Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

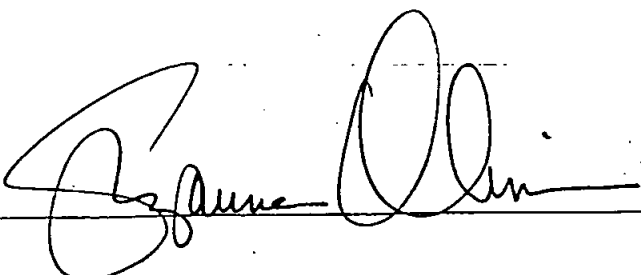
By: SUZANNE OLIVA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION
NO. R- 280294, passed and adopted by the Council of The City of San Diego, California
on JUL 06 1992.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By:  , Deputy



THE CITY OF
SAN DIEGO

SECURITY PACIFIC PLAZA • 1200 THIRD AVENUE • SUITE 924 • SAN DIEGO, CA 92101

COMMUNITY
SERVICES
236-5644

September 9, 1991

Robert McElroy, Executive Director
Alpha Project for the Homeless
154 El Cajon Boulevard
El Cajon, CA 92020

Dear Bob:

This letter shall serve as a Notice To Proceed for the operation of the Neil Good Day Center as stipulated in the Agreement on file in the Office of the City Clerk as Document No. RR-278489. The first day of the PERIOD OF PERFORMANCE (see Paragraph 4 of the Agreement) shall commence on September 11, 1991 and shall continue until September 10, 1992, under the terms and conditions set forth in the Agreement. September 11, 12 and 13, 1991 will be used for staff orientation, office preparation, etc. with limited client services to commence on September 16, 1991 and full services being offered three weeks thereafter.

It is understood that your Agency has made arrangements with Centre City Development Corporation (CCDC) to share the security duties for the Day Center until the electronic security system is installed. Alpha project shall provide security Monday through Friday from 7:30 a.m. to 5:30 p.m. while CCDC will provide security during the remaining weekday hours and for all weekend hours. Upon installation of an electronic security system CCDC's obligation to provide overnight and weekend security will cease and your Agency shall be responsible for the security of the Day Center.

Ross McElroy

THE CITY OF SAN DIEGO

Sept 10, 1991

DATE

[Signature]
ALPHA PROJECT FOR THE HOMELESS

9-10-91

DATE

cc: Dave Allsbrook

ORIGINAL
AGREEMENT

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and the ALPHA PROJECT FOR THE HOMELESS, INC. herein called "Contractor."

R E C I T A L S

A. City has received a total of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) from the Regional Task Force on the Homeless and other sources for the express purpose of operating a day center for homeless individuals.

B. City desires to engage Contractor to perform certain services relative to the operation of the NEIL GOOD DAY CENTER.

C. Contractor is ready, willing, and able to perform such services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Contractor agree as follows.

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings indicated:

a. "City Council" - the elected officials of the City of San Diego, acting through the City Manager and the Manager's designees.

b. "Community Services Program" - the City staff that administers and monitors social service programs for the City, acting through the City Manager and the Manager's designees.

c. "HUD" - the U.S. Department of Housing and Urban Development, acting through its Secretary and the Secretary's designees.

d. "Contractor" - the agency or entity that will operate the Project named in the recitals.

e. "Project" - the personnel, facilities, materials, and services that will be funded under this Agreement.

DOCUMENT NO. RR-278489
AUG 05 1991
FILED
OFFICE OF THE CITY CLERK

f. "Subcontractor" - any entity other than the City that furnishes supplies or services to the Contractor relative to this Agreement, other than office space, standard commercial supplies, or printing services.

g. "Operating Manual" - the City's "Operating Manual for Social Service Programs" which contains prescribed procedures for fiscal management and accountability.

2. SCOPE OF SERVICES. Contractor hereby agrees to perform the services specifically described in Exhibit A, attached hereto and incorporated herein by reference, according to the terms and conditions of this Agreement.

3. SUBSTANCE ABUSE EDUCATION AND REFERRAL. Substance abuse is a major concern in our community. In order to address this concern, Contractor shall provide substance abuse education and/or referral for agency staff and clients as necessary. Contractor is also encouraged to support the omnibus drug legislation passed by Congress on November 18, 1988 by adopting and enforcing a policy to maintain a drug-free work place.

4. PERIOD OF PERFORMANCE. The services to be performed by Contractor, as set forth herein, shall commence on the date that a Notice to Proceed is given to Contractor by City, and will continue for a period of 12 months unless sooner terminated in accordance with provisions hereof, except for submission of the final report. The Notice to Proceed will be issued by City only after the installation of the telephone system at the facility site.

5. PROJECT BUDGET AND EXPENDITURES. The Project Budget is set forth in Exhibit B, attached hereto and incorporated herein by reference. Additional contractual provisions related to fiscal accountability, a list of eligible and ineligible Project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative

functions are contained in the Operating Manual, a copy of which has been provided to Contractor. Contractor hereby agrees to comply with the procedures prescribed therein. Any desired changes to these procedures shall be requested by Contractor in writing and approved by the Community Services Program before such changes are implemented. Contractor represents that the Budget includes only allowable costs, and an accurate analysis of costs applicable to Federal funds pursuant to 24 CFR Part 502, which includes requirements for compliance with the following in addition to other requirements:

a. If Contractor is a governmental entity, Office of Management and Budget ("OMB") Circular Nos. A-87, A-128 (24 CFR Part 44), and with certain sections of 24 CFR Part 85; or

b. If Contractor is not a governmental entity, OMB Circular No. A-122, "Cost Principles for Non Profit Organizations" or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and certain Attachments to OMB Circular A-110. These items shall be in sufficient detail to provide a sound basis for the City to effectively monitor performance under the Agreement.

6. COMPENSATION. The total compensation to be paid to Contractor under this Agreement shall not under any circumstances exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). Any expenditures by Contractor that are not within the prescribed limitations of Exhibit B, the Operating Manual, and applicable laws, rules, and regulations are not chargeable to Project and shall be borne by Contractor. Additional fund raising to support this project may be necessary to supplement the operation of this program. The fund raising will be the responsibility of Contractor.

7. FIDELITY BONDING. Prior to any expenditure for any purpose hereunder, except for fidelity bonding, Contractor shall furnish City a written assurance that all persons who will handle funds to be received or expended hereunder are covered by a fidelity bond in the amount of \$100,000 or one-half of the aforementioned total compensation, whichever is less. Contractor shall immediately notify City if the bond or bonds are reduced or cancelled. City shall make no further payments to Contractor until it has received written notification that adequate fidelity bonding has been restored.

8. METHOD OF PAYMENT. City may, at its discretion, make an advance payment to Contractor in an amount not to exceed FOURTEEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$14,425) to meet the cost of salaries and operating expenses during the first six weeks of Project operations. This advance shall be charged against the costs of the last six weeks of Project operations. Any unexpended funds from the advance payment shall be returned to City within thirty days after the end of the contract period, or upon earlier termination of this Agreement. Contractor shall be reimbursed each month for eligible expenditures, provided that the reports required by the Operating Manual are received by City on such forms as City may require within ten days after the end of each month. The final payment to Contractor shall be withheld until the cash advance has been accounted for and the final report has been received by City.

9. ADDITIONAL FUNDING SOURCES. If Contractor has received additional funding for Project from a source or sources other than City, the use of which requires that Contractor make an accounting to or be subject to an audit by such other source, Contractor shall charge Project expenditures to the appropriate funding source at the time incurred. It is expressly understood by Contractor that any cost incurred in connection with Project which is properly

chargeable to and actually claimed for compensation under a funding source other than City shall not be allowed as a chargeable cost under this Agreement.

10. PROJECT REVENUE. All monies that accrue to Contractor from the deposit of City funds and Federal funds in any interest bearing account shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement. All other non-interest revenue, including fees collected from clients, shall be deposited in a separate bank account. Documentation of all transactions taking place in this account shall be included in Contractor's monthly reports that are submitted to City. Upon receipt of written approval from the Community Services Program, funds in this account may be used to improve the services being performed by Contractor. If such approval is not granted, these funds shall revert to City within 30 days after the end of the contract period, or upon earlier termination of this Agreement, as required by 24 CFR Part 507.503(b).

11. AUDITS. If Contractor is subject to audits from a source or sources other than the City, Contractor shall provide a copy of that audit to the City within 30 days of completion of the audit.

12. UNIFORM ADMINISTRATIVE REQUIREMENTS. Contractor shall comply with applicable uniform administrative requirements as described in 24 CFR Part 570.502.

13. COMPLIANCE WITH APPLICABLE LAWS. Contractor agrees to comply fully with all applicable Federal, State, and local laws, ordinances, regulations, and permits, including but not limited to Federal financial and contractual procedures, and OMB Circular Nos. A-87, A-122, and A-110 with Attachments A, B, C, F, H, N. and O, as set forth in 24 CFR Part 570.502(b). Said Federal documents are on file in the Community Services Program office, 1200 Third

Avenue, Suite 924, San Diego, CA 92101, and are incorporated herein by reference.

14. INELIGIBILITY OF CONTRACTORS OR SUBCONTRACTORS. Contractor shall not use Federal funds directly or indirectly in its operations, or to employ, award contracts to, or otherwise engage the services of, or fund any Subcontractor during any period of debarment, suspension, or placement in ineligibility status of the Contractor or such Subcontractor under the provisions of 24 CFR Part 24.

15. SUSPENSION OF PAYMENTS. Other provisions of this Agreement notwithstanding, City may elect to suspend one or more payments to Contractor, or terminate this Agreement as a result of any of the following circumstances. In such case, Contractor hereby agrees not to expend any funds related to or connected with any area of controversy or conflict which shall have resulted in the suspension of payment or termination of funding.

a. Noncompliance. Contractor shall have failed to comply with any of the terms or conditions of this Agreement.

b. Misrepresentation. Contractor, with or without knowledge, shall have made substantial and material misrepresentations in regard to information furnished to City.

c. Unauthorized Actions. Contractor shall have taken any action relative to Project which required approval by City or the Community Services Program, without having obtained such approval.

d. Litigation. Contractor shall have become subject to pending litigation with respect to the performance of its duties and obligations hereunder, including any court action or proceeding involving the Federal Bankruptcy Act, which litigation may jeopardize or adversely affect the understanding of and carrying out of Project.

e. Reports. Contractor shall have failed to submit any report and supporting document to City as required by this Agreement and the Operating Manual, or shall have failed to submit any other report as may be required by City, or shall have failed to submit any report and supporting documentation on the date prescribed by City.

f. Conditional Use Permit (CUP). Contractor shall abide by all terms and conditions set forth in the CUP issued for the Neil Good Day Center, on file in the Office of the City Clerk as CUP-86-0955.

g. Termination of Grant Funds. HUD shall have suspended or terminated a portion or all of the Federal funds allocated to City.

h. Federal Directives. Contractor shall have been unable or unwilling to comply with any additional terms or conditions relative to Project that may be required by newly enacted Federal laws, or changes in Federal rules, regulations, or other directives.

i. Lease Agreement. Contractor shall abide by the restrictions, terms, and conditions set forth in the State of California Department of Transportation Airspace Ground Lease of the property on which the Neil Good Day Center is physically located in respect to operation, maintenance and repair, and sign display. Contractor shall maintain the leased premises, improvements and landscaping thereon, including fences and guard rails therefore or hereafter erected, in good repair and in compliance with all requirements of the law. Contractor shall take all steps necessary to effectively protect the fences, guard rails, and the piers and columns, if any, of the viaduct from damage incident to Contractor's use of said premises and improvements, all without expense to the City.

16. PROJECT RECORDS. Contractor shall maintain detailed administrative and fiscal records as required by the Operating Manual during the term of this

Agreement. Contractor shall allow authorized City employees or authorized agents of City, or authorized representatives of the U.S. Government or their agents, to inspect its premises, books, accounting documents, payrolls, and other Project records for the purpose of auditing, monitoring, or evaluating Project. Contractor shall store such records and documents for a period of three years after submission of the final expenditure report for the contract period, or three years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longer. During this period, City and U.S. Government representatives or their authorized agents shall have access to such records and documents at any time. In no case shall the Contractor dispose of project records without first informing the City of its intent to do so.

17. ORAL REPRESENTATIONS. This Agreement and the exhibits and references incorporated herein fully express all understandings of the parties concerning the matters covered herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change or amendment to this Agreement which has been duly approved and executed in accordance with the procedures described herein.

18. CHANGES OR AMENDMENTS TO AGREEMENT. Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be accomplished only in the following manner:

a. A non-substantive change which does not affect the total compensation specified herein shall be approved in writing by the Community Services Program and Contractor's authorized representative.

b. A substantive change to any of the terms or conditions of this Agreement, or a change which affects the total compensation specified herein,

shall be accomplished by a written amendment to this Agreement which shall be approved by the City Council and signed by the authorized representatives of City and Contractor.

19. EQUAL OPPORTUNITY PROGRAM. Contractor hereby agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations hereafter enacted, as well as those requirements addressed by the City of San Diego's Equal Opportunity Program, recorded with the City Clerk as Document RR-262633. Contractor understands that failure to comply with the above cited laws and regulations and/or falsely submitting information required under same laws and regulations may result in termination of this Agreement and debarment from awards of future City contracts for a period of not less than one or more than two years.

20. HUD RULES AND REGULATIONS. The terms and conditions of this Agreement are subject to HUD rules and regulations which are in effect on the effective date of this Agreement. Newly adopted rules and regulations or changes to existing rules and regulations shall become effective for the administration of this Agreement upon receipt by City.

21. HUD SECTION 3 CLAUSE. The following "Section 3 Clause" is included herein pursuant to the requirements of Title 24, Part 135 (24 CFR Part 135) of the Code of Federal Regulations, and is binding upon the parties to this Agreement. Contractor shall document its good faith efforts to comply with the terms and conditions of the Section 3 Clause, and furnish such documentation to City upon request.

- a. The work to be performed under this Agreement is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u.

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given lower income residents of the Project area, and contracts for business concerns which are located in, or owned in substantial part by, persons residing in the area of the Project.

- b. The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- c. Contractor will send to each labor organization or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or worker's representative of his or her commitments under this Section 3 Clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
- d. Contractor will include this Section 3 Clause in every subcontract for work in connection with the Project, and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- e. Compliance with the provisions of Section 3, the regulation set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the contract, shall be a condition of the Federal financial assistance provided to the Project, binding upon the applicant or recipient, its contractors and subcontractors, its successors, and assignees to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

22. INDEPENDENT CONTRACTOR. Contractor is an independent contractor hereunder, and nothing contained herein shall be construed as creating a relationship of employer and employee between the parties. City shall not be

liable for any act or acts of Contractor. Contractor shall notify all prospective subcontractors of its independent status hereunder.

23. ASSIGNABILITY. Contractor shall not assign or subcontract any of the work or services to be performed under this Agreement, or expend any funds for such purpose without prior written approval of the Community Services Program. Contractor shall provide City with copies of all subcontracts entered into under the terms of this Agreement.

24. HOLD HARMLESS. Contractor agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

25. INSURANCE. Contractor shall obtain and keep in force during the period of this Agreement a policy of comprehensive public liability insurance which insures Contractor against any and all claims of liability, including accident, injury, or death arising from the provision of Project services, or from the ownership, use, operation, maintenance, or administration of Project premises and all areas appurtenant thereto. Such insurance shall be in an amount of not less than ONE MILLION DOLLARS for any injury to, or death of, any person or persons in any accident or occurrence, and shall name the City, the Centre City Development Corporation (CCDC), the California Department of

Transportation (CalTrans), the County of San Diego, and the San Diego Unified Port District as additional insureds.

26. CONFLICT OF INTEREST. Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from subcontractors or potential subcontractors.

27. AGENCY EMPLOYMENT OF CITY PERSONNEL. This Agreement shall be unilaterally and immediately terminated by City if Contractor employs an individual who within 12 months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council in connection with the selection of Contractor.

28. POLITICAL AFFAIRS OR ACTIVITIES. Contractor shall not use Project funds, personnel, or materials to advocate or support any particular position on any matter that is being proposed by a vote of the people, or is being considered for enactment by any legislative body of the City or County of San Diego, State of California, or the Federal Government. Contractor shall not use project funds, personnel, or materials to influence an officer or employee of any legislative body or an elected official or an employee of any governmental agency in the awarding of any contract, loan, cooperative agreement, or the extension, continuation, renewal, amendment or modification of any contract, grant, loan, or cooperative agreement. The Contractor will disclose any funding from other sources that has been paid or will be paid to any person for influencing or attempting to influence an elected official or a

public agency, by completing, signing, and submitting Standard Form LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions. The Contractor will also require this certification language be included in the award documents for all sub-awards, including subcontracts, subgrants, loans, and cooperative agreements, and that subrecipients shall certify and disclose accordingly.

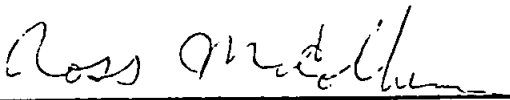
29. TERMINATION OF AGREEMENT. City or Contractor may at any time and without cause, terminate this Agreement by giving written notice to the other party 30 days prior to the effective date of termination. In addition, City may terminate this Agreement at any time if Contractor fails to meet or fulfill its obligations hereunder. In the event of termination by either party, City's liability shall be limited to the pro rata share of the monthly compensation for work or services performed up to the date of termination.

30. OTHER OPERATING PROVISIONS. Contractor covenants to abide by the provisions attached hereto as Exhibits C, D, and E, which are hereby incorporated by this reference.

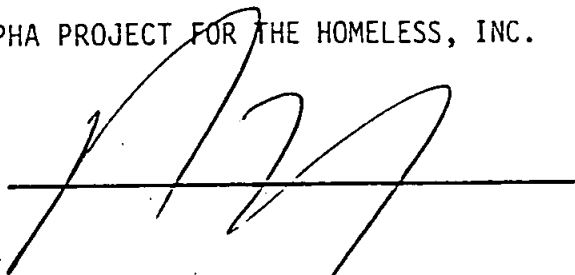
IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-278489 authorizing such execution, and by Contractor.

Dated this _____ day of AUG 05 1991, 1991.

THE CITY OF SAN DIEGO

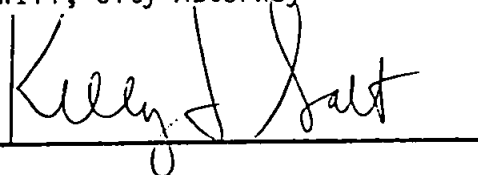
By 

ALPHA PROJECT FOR THE HOMELESS, INC.

By 

I HEREBY APPROVE the form and legality of the foregoing Agreement this 3rd day of September, 1991

JOHN W. WITT, City Attorney

By 

SCOPE OF SERVICES

General Fund
Emergency Assistance Programs

ALPHA PROJECT FOR THE HOMELESS, INC..
Neil Good Day Center

1. PROJECT OFFICE

Contractor shall maintain and operate a day center for the homeless on 17th Street between J and K Streets, and shall provide community services Monday through Friday from 7:30 a.m. to 5:30 p.m.

2. PROJECT GOALS

- a. To provide a day retreat for homeless individuals who are experiencing the stress of daily life on the streets.
- b. To assist homeless individuals in gaining access to existing services.
- c. To provide "basic amenities" to homeless individuals who are experiencing the stress of daily life.

3. DRUG AND ALCOHOL-FREE FACILITY

Contractor shall maintain a drug and alcohol-free facility, and shall not condone the illegal use, possession, or distribution of drugs or alcohol.

4. SERVICE DELIVERY SYSTEM AND REQUIREMENTS

Contractor will provide the following services to accomplish project goals:

- a. BASIC SERVICES. Contractor shall provide the following services to the homeless population of downtown San Diego:
 - 1) A daytime refuge shall be provided to 200 clients per day.
 - 2) Showers shall be provided to a minimum of 50 clients per day.
 - 3) Laundry services shall be provided to a minimum of 10 clients per day.
 - 4) Clothing shall be provided to a minimum of 20 clients per day.
 - 5) Mail and message services shall be provided to a minimum of 100 clients per day.

SCOPE OF SERVICES

General Fund - Emergency Assistance Programs
ALPHA PROJECT FOR THE HOMELESS, INC.
Neil Good Day Center

b. SUPPORT SERVICES. Contractor shall provide the following support services:

- 1) Information and Referral. Information and referral services shall be provided to inform and refer the homeless population to other programs available.
- 2) Recreational Activities. Recreational activities shall include, but not be limited to television, library, chess, and checkers.
- 3) Employment Assistance Program. The Alpha Project shall operate a program to assist the homeless in accessing full-time employment.
- 4) Substance Abuse Programming. Regular AA and NA meetings shall be held at the Day Center.
- 5) Storage. Storage shall be accessible during all operating hours. Policies will be developed regarding frequency and length of use due to the limited area available for storage.
- 6) Pay Phone. A pay phone shall be accessible to all clients of the Day Center.

c. EMPLOYMENT TRAINING SERVICES. Contractor shall enter into a written agreement with Occupational Training Services, Inc. (OTS) to provide employment training services at the Day Center facility, a copy of which shall be remitted to City. Services offered by OTS would include, but not be limited to employment counseling, assessment, information referral, and job training resource development. Services offered by OTS shall not interfere with normal operation of the Day Center, and client demographics, services provided, and outcome of the services provided by OTS shall be reported to City monthly. Contractor shall inform City in writing as to the scheduling of OTS services, the types of services to be offered, and the sources of referral to OTS training.

5. PROJECT RECORDS

The following project records shall be maintained:

- a. Daytime Refuge Count. A daily count of homeless individuals visiting the center shall be derived by use of a numbered ticket system. The daily beginning and ending ticket numbers will be recorded on a monthly attendance log.

SCOPE OF SERVICES

General Fund - Emergency Assistance Programs
ALPHA PROJECT FOR THE HOMELESS, INC.
Neil Good Day Center

b. Facility Use Count. Individuals using the shower and laundry facilities shall be recorded on a daily roster which will include the following information:

- 1) Intake date
- 2) Client's name and identification number
- 3) Client's sex
- 4) Client's ethnic origin
- 5) Client's age

6. CONFIDENTIALITY

City and Contractor agree to maintain confidentiality of any information regarding applicants, project participants or their families which may be obtained through application forms, interviews, tests, reports, or any other source. Without the written permission of the applicant or participant, such information shall be divulged only as necessary for purposes related to the audit and evaluation of the Agreement, and then only to persons having responsibilities under the Agreement, including those furnishing services to Project under subcontract.

BUDGET EXHIBIT FOR OPERATING AGREEMENT

FUNDING SOURCE General Fund

OPERATING AGENCY Alpha Project for the Homeless, Inc. PROJECT Neil Good Day Center

CONTRACT PERIOD: From Month 1 To Month 12

| | |
|------------------|------------------|
| SALARIES & WAGES | <u>75,444</u> |
| FRINGE BENEFITS | <u>16,596</u> |
| TOTAL PERSONNEL | <u>\$ 92,040</u> |

| | |
|-----------------------|---------------|
| SUPPLIES | <u>996</u> |
| POSTAGE | <u>792</u> |
| FOOD | <u>-0-</u> |
| CONTRACTUAL SERVICES | <u>-0-</u> |
| MAINTENANCE/REPAIR | <u>3,000</u> |
| PUBLICATIONS/PRINTING | <u>804</u> |
| TRAVEL | <u>1,920</u> |
| OTHER EXPENSES | <u>3,084</u> |
| RENT | <u>-0-</u> |
| EQUIPMENT RENTAL | <u>-0-</u> |
| INSURANCE | <u>3,680</u> |
| UTILITIES | <u>15,984</u> |
| TELEPHONE | <u>2,700</u> |
| EQUIPMENT PURCHASE | <u>-0-</u> |

TOTAL NON-PERSONNEL \$ 32,960

TOTAL PROGRAM \$ 125,000

PERSONNEL SCHEDULE

OPERATING AGENCY Alpha Project for the Homeless, Inc.

PROJECT Neil Good Day Center

| POSITION
(1) | PERCENT
CHARGED
(2) | HOURLY
RATE
(3) | START
DATE
(4) | TERMINATION
DATE
(5) | NUMBER OF
MONTHS/
PAY PERIODS
(6) | SALARY PER
MONTH/
PAY PERIOD
(7) | TOTAL
SALARY
(8) |
|----------------------|---------------------------|-----------------------|----------------------|----------------------------|--|---|------------------------|
| Project Director | 100% | 9.61 | Mo. 1 | Mo. 12 | 12 mos. | 1,666 | 20,000 |
| Caseworker | 100% | 8.65 | Mo. 1 | Mo. 12 | 12 mos. | 1,500 | 18,000 |
| Security Officer (2) | 100% | 6.00 | Mo. 1 | Mo. 12 | 12 mos. | 1,040 | 24,964 |
| Maintenance Worker | 100% | 6.00 | Mo. 1 | Mo. 12 | 12 mos. | 1,040 | 12,480 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

1. List all personnel charged against City funding source.

TOTAL 75,444

2. Percent of full-time position charged against City Funding source.

3. Hourly rate of pay of City paid position.

4. The date this position will start being claimed against City funding source.

Pay Schedule (Check One)

5. The date this position will stop being claimed against City funding source.

 X Monthly

6. No. of months/pay periods this position will be charged against City funding source.

 Biweekly

7. The salary per month/pay period charged to City funding source.

 Twice a Month

8. The total salary charged against City funding source.

 Date(s) Paid

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Fringe Benefits | AMOUNT |
|--|--------|
| Detailed Explanation: | |
| FICA: @ \$75,440 applicable gross wages x 7.65% = | 5,771 |
| SUI: @ \$75,440 applicable gross wages x 2.1% = | 1,584 |
| W.C.: @ \$75,440 applicable gross wages x 1.51% = | 1,141 |
| Health Ins.: @ \$135/mo. x 5 emp. x 12 mos. = | 8,100 |
| TOTAL | 16,596 |
| LINE ITEM - Supplies | AMOUNT |
| Detailed Explanation: | |
| Consumable office supplies used in the course of project business.
@ \$83/mo. x 12 mos. = | 996 |
| TOTAL | 996 |
| LINE ITEM - Postage | AMOUNT |
| Detailed Explanation: | |
| Postal expenses for project mailings.
@ \$66/mo. x 12 mos. = | 792 |
| TOTAL | 792 |
| LINE ITEM - Maintenance/Repair | AMOUNT |
| Detailed Explanation: | |
| Costs incurred for facility maintenance.
@ \$250/mo. x 12 mos. = | 3,000 |
| TOTAL | 3,000 |

*All line items must be justified

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Publications/Printing | AMOUNT |
|---|--------|
| Detailed Explanation:

Costs to include the publication/printing of brochures, stationery, business cards, etc., used in the course of office business.
@ \$67/mo. x 12 mos. = | 804 |
| TOTAL | 804 |
| LINE ITEM - Travel | AMOUNT |
| Detailed Explanation:

Project's mileage, which is reimbursed at a rate of \$.20 per mile.
@ \$32/mo. x 5 emp. x 12 mos. = | 1,920 |
| TOTAL | 1,920 |
| LINE ITEM - Other Expenses | AMOUNT |
| Detailed Explanation:

Costs incurred for providing refreshments such as coffee, cocoa, tea, and fruit juices.
@ \$222/mo. x 12 mos. = | 2,664 |
| Advertising for staff positions.
@ a one time charge = | 420 |
| TOTAL | 3,084 |
| LINE ITEM - Insurance | AMOUNT |
| Detailed Explanation:

Cost of a one million dollar liability policy and a fidelity bond.
@ \$3,680/yr. = | 3,680 |
| TOTAL | 3,680 |

*All line items must be justified

BUDGET JUSTIFICATION*

OPERATING AGENCY Alpha Project for the Homeless, Inc. Project Neil Good Day Center

| LINE ITEM - Utilities | AMOUNT |
|---|--------|
| Detailed Explanation: | |
| Cost of water, gas, and electricity at the project site.
@ \$1,332/mo. x 12 mos. = | 15,984 |
| TOTAL | 15,984 |
| LINE ITEM - Telephone | AMOUNT |
| Detailed Explanation: | |
| Cost of telephone equipment and monthly telephone charges.
@ \$225/mo. x 12 mos. = | 2,700 |
| TOTAL | 2,700 |
| LINE ITEM | AMOUNT |
| Detailed Explanation: | |
| TOTAL | |
| LINE ITEM | AMOUNT |
| Detailed Explanation: | |
| TOTAL | |

*All line items must be justified

ESTIMATED MONTHLY EXPENDITURE SCHEDULE

OPERATING AGENCY Alpha Project for the Homeless, Inc.

PROJECT Neil Good Day Center

| LINE ITEM | Acct.
No. | MONTH | | | | | | | | | | | | TOTAL |
|-----------------------|--------------|-------|-------|-------|------|------|------|------|------|------|------|------|------|--------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Salaries & Wages | 1101 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 6287 | 75,44 |
| Fringe Benefits | 2610 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 1383 | 16,59 |
| TOTAL PERSONNEL | | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 7670 | 92,04 |
| Non-Personnel | | | | | | | | | | | | | | |
| Supplies | 3101 | 250 | 100 | 97 | 61 | 61 | 61 | 61 | 61 | 61 | 61 | 61 | 61 | 99 |
| Postage | 3102 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | 66 | 79 |
| Food | 3241 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0 |
| Contractual Services | 4151 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0 |
| Maintenance/Repair | 4213 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 250 | 3,00 |
| Publications/Printing | 4311 | 500 | 104 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 20 | 80 |
| Travel | 4432 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 160 | 1,92 |
| Other Expenses | 4469 | 642 | 222 | 222 | 222 | 222 | 222 | 222 | 222 | 222 | 222 | 222 | 222 | 3,08 |
| Rent | 4682 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0 |
| Equipment Rental | 4687 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0 |
| Insurance | 4813 | 3680 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | 3,68 |
| Utilities | 5101 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 1332 | 15,98 |
| Telephone | 5201 | 676 | 184 | 184 | 184 | 184 | 184 | 184 | 184 | 184 | 184 | 184 | 184 | 2,70 |
| Equipment Purchase | 6010 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0 |
| TOTAL NON-PERSONNEL | | 7556 | 2418 | 2331 | 2295 | 2295 | 2295 | 2295 | 2295 | 2295 | 2295 | 2295 | 2295 | 32,90 |
| TOTAL MONTH | | 15226 | 10088 | 10001 | 9965 | 9965 | 9965 | 9965 | 9965 | 9965 | 9965 | 9965 | 9965 | 125,00 |

OTHER OPERATING AGREEMENT PROVISIONS

1. Premises. CITY hereby agrees to allow CONTRACTOR to operate a day center on that certain real property situated in the City of San Diego, County of San Diego, State of California, described in Exhibit "D" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
2. Uses. It is expressly agreed that the premises are leased to CONTRACTOR solely and exclusively for the purpose of an emergency day shelter and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

CONTRACTOR covenants and agrees to use the premises for the above-specified purposes and to diligently pursue said purposes throughout the term hereof. Failure to continuously use the premises for said purposes, or the use thereof for purposes not expressly authorized herein, shall be grounds for termination by CITY.

3. Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1, Uses, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that CONTRACTOR shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
4. Commencement. The term of this agreement shall be one year commencing on the date the City Manager or his designee signs the agreement.
5. Holdover. Any holding over by CONTRACTOR after expiration or termination shall not be considered as a renewal or extension of this agreement. The occupancy of the premises after the expiration or termination of this agreement constitutes a month-to-month tenancy, and all other terms and conditions of this agreement shall continue in full force and effect; provided, however, CITY shall have the right to terminate the holdover tenancy at will.
6. Eminent Domain. If all or part of the premises are taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of CITY and CONTRACTOR (or beneficiary or mortgagee) will be as follows:
 - a. In the event the entire premises are taken, this agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.
 - b. In the event of a partial taking, if, in the opinion of CITY, the remaining part of the premises is unsuitable for operation, this agreement shall terminate on the date of the transfer of title or possession to the condemning authority, whichever first occurs.

- c. In the event of a partial taking, if, in the opinion of CITY, the remainder of the premises is suitable for continued operation, this agreement shall terminate in regard to the portion taken on the date of the transfer of title or possession to the condemning authority, whichever first occurs, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
 - d. Award. All monies awarded in any such taking shall belong to CITY, whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, CONTRACTOR shall be entitled to any award attributable to the taking of or damages to CONTRACTOR'S then remaining leasehold interest in installations or improvements of CONTRACTOR. CITY shall have no liability to CONTRACTOR for any award not provided by the condemning authority.
 - e. Transfer. CITY has the right to transfer CITY'S interests in the premises in lieu of condemnation to any authority entitled to exercise the power of eminent domain. If a transfer occurs, CONTRACTOR shall retain whatever interest it may have in the fair market value of any improvements placed by it on the premises in accordance with this agreement.
 - f. No Inverse Condemnation. The exercise of any CITY right under this agreement shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.
7. Waste or Damage. CONTRACTOR agrees to give notice to CITY of any fire or other damage that may occur on the leased premises within ten (10) days of such fire or damage. CONTRACTOR agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the premises clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY.
8. Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises, or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, after ten (10) days written notice to CONTRACTOR, to have any necessary maintenance work done at the expense of CONTRACTOR, and CONTRACTOR hereby agrees to pay promptly any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said premises in a decent, safe, healthy, and sanitary condition. Further, if at any time CITY determines that said premises are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, without additional notice, require CONTRACTOR to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. CONTRACTOR shall pay the cost of said bond. The rights reserved in this section

shall not create any obligations on CITY or increase obligations elsewhere in this agreement imposed on CITY.

9. Maintenance. Except as hereinafter provided, CONTRACTOR agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. CONTRACTOR will perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition satisfactory to CITY and in compliance with all applicable laws. CONTRACTOR and CITY agree to assume responsibility for the operation and maintenance of the premises pursuant to Exhibit "E", attached hereto. CONTRACTOR and CITY acknowledge that there may be manufacturer warranties on certain items within the premises. Repairs on such items will be the responsibility of manufacturer and/or builder as specified in the warranty. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.
10. Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by CONTRACTOR without prior written approval by the City Manager. Further, CONTRACTOR agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the premises without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve CONTRACTOR of any obligation under this agreement to maintain the premises in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this agreement to make or assume any expense for any improvements or alterations.
11. Utilities. CONTRACTOR agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the premises. All utilities will be installed underground and shall include, but not be limited to, all water, gas, heat, light, power, telephone, sewage, air-conditioning and ventilating, scavenger, janitorial and landscaping services, and all other materials and utilities supplied to the premises. CITY shall not be liable in damages or otherwise for any failure or interruption of any utility service furnished to the premises, and no such failure or interruption shall entitle CONTRACTOR to terminate this agreement.
12. Taxes. CONTRACTOR agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon CONTRACTOR or the premises, including the land, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by CONTRACTOR or levied by reason of the business or other CONTRACTOR activities related to the premises, including any licenses or permits. CONTRACTOR recognizes and agrees that this agreement may create a possessory interest subject to property taxation, and that CONTRACTOR may be subject to the payment of taxes levied on such interest, and that CONTRACTOR shall pay all such possessory interest taxes. CONTRACTOR further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

13. Signs. CONTRACTOR agrees not to erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the premises, CONTRACTOR agrees to remove the item at its expense within 24 hours notice thereof by CITY, or CITY may thereupon remove the item at CONTRACTOR'S cost.

14. Notices

- a. Any notice required or permitted to be given hereunder with regard to lease provisions shall be in writing and may be served personally or by United States mail, postage prepaid, addressed to CONTRACTOR at the leased premises or at such other address designated in writing by CONTRACTOR; and to CITY as follows:

City Manager
Attention Property Director
City Administration Building
202 "C" Street, M.S. 9B
San Diego, CA 92101-4155

or to any mortgagee, trustee, or beneficiary as applicable, at such appropriate address designated in writing by the respective party.

- b. Any party entitled or required to receive notice under this agreement may by like notice designate a different address to which notices shall be sent.

15. Compliance with Law. CONTRACTOR shall at all times in the construction, maintenance, occupancy, and operation of the premises comply with all applicable laws, statutes, ordinances, and regulations of CITY, County, State, and Federal Governments, at CONTRACTOR'S sole cost and expense. In addition, CONTRACTOR shall comply with any and all notices issued by the City Manager or his authorized representative under the authority of any such law, statute, ordinance, or regulation.
16. CITY Approval. The approval or consent of CITY, wherever required in this agreement, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
17. Partial Invalidity. If any term, covenant, condition, or provision of this agreement is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
18. Legal Fees. In the event of any litigation regarding this agreement, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorney's fees.

19. Defaults and Remedies.

a. Default. In the event that:

- (1) CONTRACTOR shall default in the performance of any covenant or condition required by this agreement to be performed by CONTRACTOR and shall fail to cure said default within thirty (30) days following written notice thereof from CITY; or if any such default is not curable within thirty (30) days, shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) CONTRACTOR shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) CONTRACTOR shall be adjudicated a bankrupt; or
- (4) CONTRACTOR shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon CONTRACTOR or upon any person claiming rights through CONTRACTOR, immediately terminate this agreement and all rights of CONTRACTOR and of all persons claiming rights through CONTRACTOR to the premises or to possession thereof; and CITY may enter and take possession of the premises. Provided, however, in the event that any default described in Section 19.a.(1), Default and Remedies, hereof, is not curable within thirty (30) days after notice to CONTRACTOR, CITY shall not terminate this agreement pursuant to the default if CONTRACTOR immediately commences to cure the default and diligently pursues such cure to completion.

In the event that there is a deed of trust or mortgage on the leasehold interest, CITY shall give the mortgagee or beneficiary written notice of the default(s) complained of, and the same mortgagee or beneficiary shall have thirty (30) days from such notice to cure the default(s) or, if any such default is not curable within thirty (30) days, to commence to cure the default(s) and diligently pursue such cure to completion. The thirty-day period may be extended during such time as mortgagee or beneficiary pursues said cure with reasonable diligence.

- b. Remedies. If the mortgagee or beneficiary shall be required to exercise its right to cure said default(s) through litigation or through foreclosure, then CITY shall have the option of the following courses of action in order that the default(s) may be expeditiously corrected:

- (1) CITY may correct said default(s) and charge the costs thereof to the account of CONTRACTOR, which charge shall be due and payable within thirty (30) days after presentation by CITY to CONTRACTOR and mortgagee or beneficiary of a statement of said costs.
- (2) CITY may correct said default(s) and may pay the costs thereof from the proceeds of any insurance fund held by CITY, CITY and CONTRACTOR or by CITY and mortgagee or beneficiary, or CITY may use the funds of any faithful performance or cash bond on deposit with CITY, or CITY may call on the bonding agent to correct the default(s) or to pay the costs of correction performed by or at the direction of CITY.
- (3) CITY may terminate this agreement as to the rights of CONTRACTOR by assuming or causing the assumption of liability for any trust deed or mortgage. CONTRACTOR agrees to assume and pay any and all penalties or bonuses required by the beneficiaries, trustees or mortgagees as a condition for early payoff of the related obligations by CITY. CITY may, as an alternative, substitute for the terminated CONTRACTOR a new CONTRACTOR reasonably satisfactory to the mortgagee or beneficiary. Any reasonable costs incurred by CITY in releasing to a new tenant shall be the responsibility of the terminated CONTRACTOR, and CONTRACTOR hereby agrees to reimburse CITY for any such costs.

Should the default(s) be noncurable by CONTRACTOR, then any lender holding a beneficial interest in the leasehold, whose qualifications as an assignee have been approved by CITY, shall have the absolute right to substitute itself to the estate of CONTRACTOR hereunder and to commence performance of this agreement. If such mortgagee or beneficiary shall give notice in writing of its election to so substitute itself within the thirty-day period after receiving written notice by CITY of the default, and the default, if curable, is cured by such mortgagee or beneficiary, then this agreement shall not terminate pursuant to the default. In that event, CITY expressly consents to the substitution and authorizes the mortgagee or beneficiary to perform under this agreement with all the rights, privileges, and obligations of CONTRACTOR, subject to cure of the default, if possible, by mortgagee or beneficiary. CONTRACTOR expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.

- c. Abandonment by CONTRACTOR. Even though CONTRACTOR has breached the agreement and abandoned the property, this agreement shall continue in effect for so long as CITY does not terminate, and CITY may enforce all its rights and remedies hereunder.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this agreement. The use of one remedy or right for any default does not waive the use

of another remedy or right for the same default or for another or later default. CITY and CONTRACTOR specifically agree that the property constituting the premises is CITY-owned and held in trust for the benefit of the citizens of the City of San Diego and that any failure by the City Manager or CITY staff to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

20. Ownership of Improvements and Personal Property.

- a. Any and all improvements, trade fixtures, structures, and installations or additions to the premises now existing or constructed on the premises by CONTRACTOR shall at agreement expiration or termination be deemed to be part of the premises and shall become, at CITY'S option, CITY'S property, free of all liens and claims except as otherwise provided in this agreement.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify CONTRACTOR thirty (30) days prior to termination or thirty (30) days prior to expiration, and CONTRACTOR shall remove all such improvements, structures and installations as directed by CITY at CONTRACTOR'S sole cost on or before agreement expiration or termination. If CONTRACTOR fails to remove any improvements, structures, and installations as directed, CONTRACTOR agrees to pay CITY the full cost of any removal.
- c. CONTRACTOR-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by CONTRACTOR by the date of the expiration or termination of this agreement. Any said items which CONTRACTOR fails to remove will be considered abandoned and become CITY'S property free of all claims and liens, or CITY may, at its option, remove said items at CONTRACTOR'S expense.
- d. If any removal of such personal property by CONTRACTOR results in damage to the remaining improvements on the premises, CONTRACTOR agrees to repair all such damage.
- e. Notwithstanding any of the foregoing, in the event CONTRACTOR desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this agreement, then CITY shall have the first right to acquire or purchase said personal property.

CITY OF SAN DIEGO

SHERMAN ADDITION

MAP NO. 856

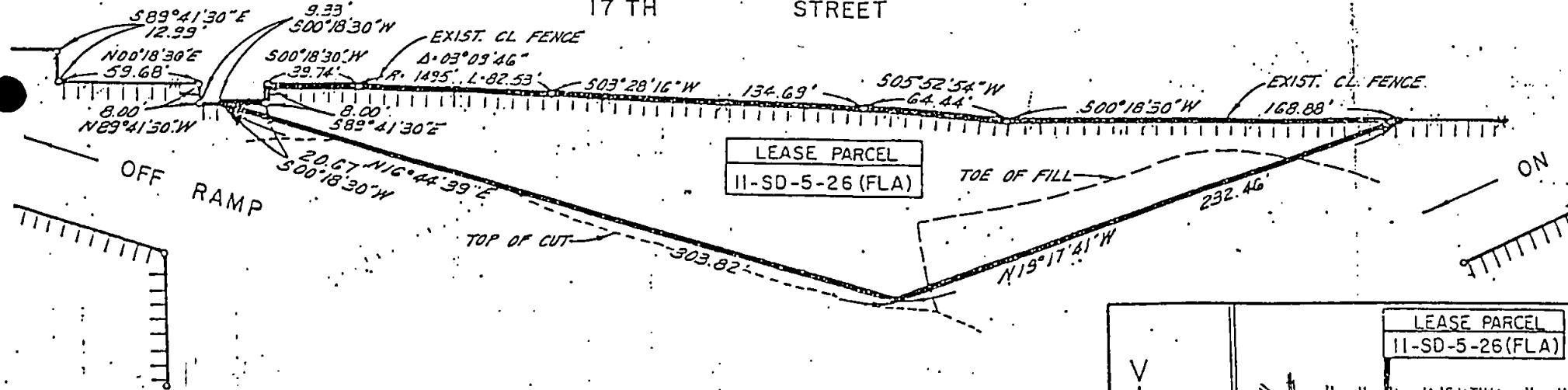
N00°18'30"E

1220.64'

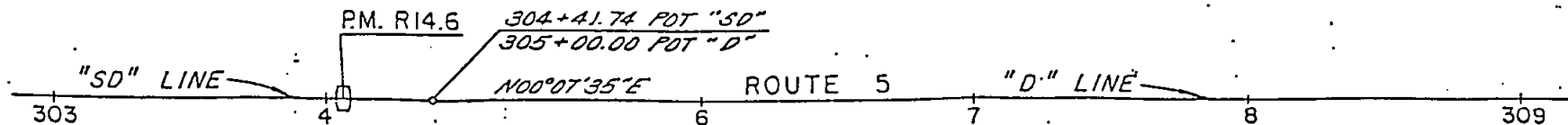
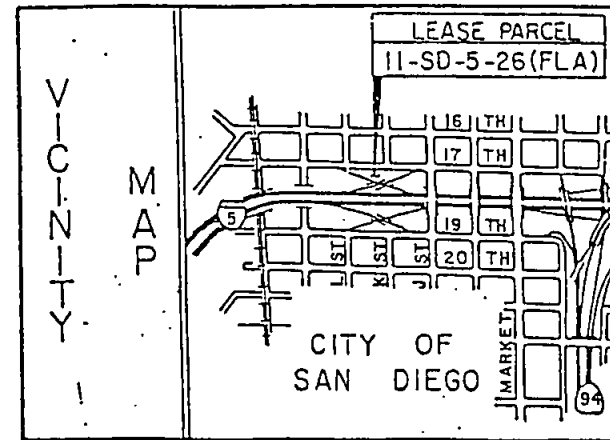
"L" STREET

"K" STREET

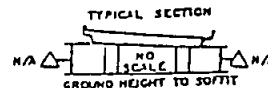
17 TH STREET



LEASE PARCEL
11-SD-5-26 (FLA)



| FLA NUMBER | GROSS AREA | AREA OF SUPPORTS | STRUCTURE AREA |
|------------------|-------------|------------------|----------------|
| 11-SD-5-26 (FLA) | 22,329 S.F. | N/A | N/A |
| | | | |
| | | | |



NOTE: UTILITIES SHOWN FOR INFORMATION ONLY. COMPLETE AND ACCURATE UTILITY DATA SHOULD BE VERIFIED BY THE LESSEE.

| LEGEND & NOTES | |
|----------------|----------------------|
| 1 | Access Driveway |
| 2 | Access Opening |
| 3 | Previous Record Date |
| 4 | Excluded Easement |
| 5 | Excluded Easement |
| 6 | Excluded Easement |
| 7 | Excluded Easement |
| 8 | Excluded Easement |
| 9 | Excluded Easement |
| 10 | Excluded Easement |
| 11 | Excluded Easement |
| 12 | Excluded Easement |
| 13 | Excluded Easement |
| 14 | Excluded Easement |
| 15 | Excluded Easement |
| 16 | Excluded Easement |
| 17 | Excluded Easement |
| 18 | Excluded Easement |
| 19 | Excluded Easement |
| 20 | Excluded Easement |
| 21 | Excluded Easement |
| 22 | Excluded Easement |
| 23 | Excluded Easement |
| 24 | Excluded Easement |
| 25 | Excluded Easement |
| 26 | Excluded Easement |
| 27 | Excluded Easement |
| 28 | Excluded Easement |
| 29 | Excluded Easement |
| 30 | Excluded Easement |
| 31 | Excluded Easement |
| 32 | Excluded Easement |
| 33 | Excluded Easement |
| 34 | Excluded Easement |
| 35 | Excluded Easement |
| 36 | Excluded Easement |
| 37 | Excluded Easement |
| 38 | Excluded Easement |
| 39 | Excluded Easement |
| 40 | Excluded Easement |
| 41 | Excluded Easement |
| 42 | Excluded Easement |
| 43 | Excluded Easement |
| 44 | Excluded Easement |
| 45 | Excluded Easement |
| 46 | Excluded Easement |
| 47 | Excluded Easement |
| 48 | Excluded Easement |
| 49 | Excluded Easement |
| 50 | Excluded Easement |

FOR THIS AREA SEE MAP

MAINTENANCE REPAIRS

| <u>System/Area</u> | <u>CONTRACTOR'S
Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|--|--|--|
| Electrical/Lighting & Power | All wiring, conduit, breakers, light fixtures (as a complete item). All exterior lighting including lamps, security lights and safety fixed lights. Replace bulbs and tubes over 12 feet above floor. All permanent exhibit lighting and service. Exterior decorative and movable lights. Conduct inspection of all equipment and perform preventative maintenance not less than annually. Replace switch and outlet plates, fixture lenses and bulbs and tubes less than 12 feet above the floor. All temporary exhibit lighting and service. | None. |
| Emergency Electrical System and Lighting | Repair parts and/or system wiring, conduit, fixtures, controls, batteries, etc. Periodic operational check-out and preventative maintenance. Conduct inspection of all equipment not less than quarterly. Preventive maintenance of batteries. | Repairs to central circuit box and generator. |
| Heating, Ventilation & Air-conditioning System | Inspect equipment and replace filters annually. Perform preventive maintenance and conduct periodic operational checks. | All equipment, controls, filters, water treatment. |

| <u>System/Area</u> | <u>CONTRACTOR'S Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|-------------------------|---|---|
| Plumbing | All exposed plumbing fixtures in the water service system. All waste and vent systems, roof drains, etc., including pipe replacement and the clearing of blockages. Conduct inspection of all equipment annually. Clean leaves and other debris from roof drains. | All unexposed pipes & valves. Hot water heaters. |
| Fire Suppression System | Maintain all portable and/or temporary systems, extinguishers, hoses and nozzles. Conduct inspection of all equipment not less than annually. | All maintenance of Cardox system, library halon system, sprinkler systems and/or other permanently installed system for the protection of the building. Refilling tanks. Maintain sensors and alarms. |
| Alarms | All sensors, alarms, wiring, etc., for security and fire alarm systems including heat, smoke, motion, intrusion, etc. | None. |
| Security | Exterior building envelope, including exterior locks, emergency boarding up and repair of doors and windows, and the fence and gates. All other security including lock installations and maintenance. | None. |
| Floors/Floor Coverings | Temporary floor coverings. Repairing floor when temporary floor coverings removed. | None. |
| Windows/Glass | All glass in permanent windows and doors. | None. |

| <u>System/Area</u> | <u>CONTRACTOR'S Responsibilities</u> | <u>CITY'S Responsibilities</u> |
|---|---|--|
| Telephone/Paging System | All. | None. |
| Doors, Interior Walls, Ceilings, and Metal Shades | Any additions or modifications to existing equipment, structures or systems, displays and temporary installations, window coverings (film, shades, blinds, drapes). | None. |
| Custodial | All, including providing paper products, soap, light bulbs and tubes. Cleaning adjacent to structures. | None. |
| Vandalism | All nonpermanent structures, furnishings, and/or displays. | All City-owned items and permanent structures. |
| Paint | All interior painting and exterior graffiti removal. | All exterior painting, excluding only those areas for which CONTRACTOR has responsibility. |
| Pest Control | All. | None. |
| Furnishings | All. | None. |
| Roof, Exterior Walls, Building Structure | None. | All. |

LMF:jw(5)
8-9-91

(R-92-217)

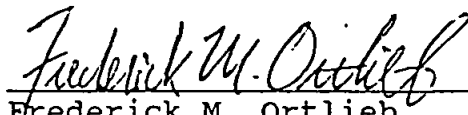
RESOLUTION NUMBER R- 278489

ADOPTED ON AUG 05 1991

BE IT RESOLVED, by the Council of The City of San Diego,
that the City Manager be and he is hereby authorized and
empowered to negotiate and execute, for and on behalf of said
City, an agreement with the ALPHA PROJECT FOR THE HOMELESS, to
operate the Neil Good Day Center for the Homeless for a period of
one year, using funds previously authorized by Resolution No. R-
278300, adopted July 8, 1991, and to endorse the collaborative
effort between the ALPHA PROJECT FOR THE HOMELESS and
OCCUPATIONAL TRAINING SERVICES, INC., for the provision of
employment training services at the Neil Good Day Center.

APPROVED: JOHN W. WITT, City Attorney

By


Frederick M. Ortlieb
Deputy City Attorney

FMO:mmm:jrl
08/02/91
08/05/91 COR. COPY
Or.Dept:Mgr./Com.Serv.
R-92-217
Form=r.auagr

Agreement with the Alpha Project on file
in the Clerk's Office as Document
RR- 278489

Passed and adopted by the Council of The City of San Diego on

AUG 05 1991 by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Pratt, Behr, Filner.

NAYS: None.

NOT PRESENT: Henderson, McCarty, O'Connor.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

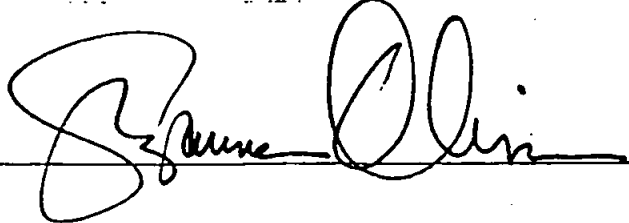
By: SUZANNE OLIVA, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R- 278489, passed
and adopted by the Council of The City of San Diego, California
on AUG 05 1991.

CHARLES G. ABDELNOUR

City Clerk of the City of San Diego, California

(SEAL)

By:  Suzanne Oliva, Deputy

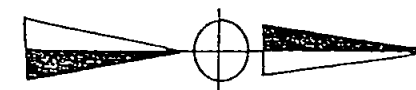
10/10/90
cert.r

1220.64

"L" STREET

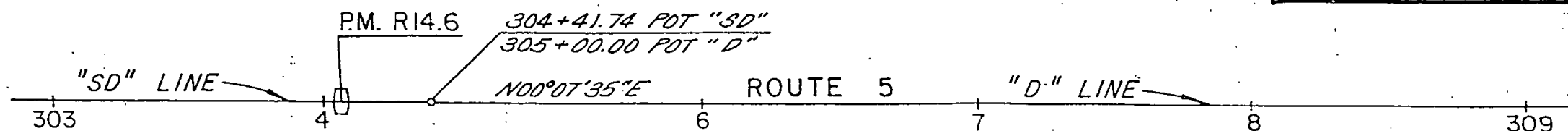
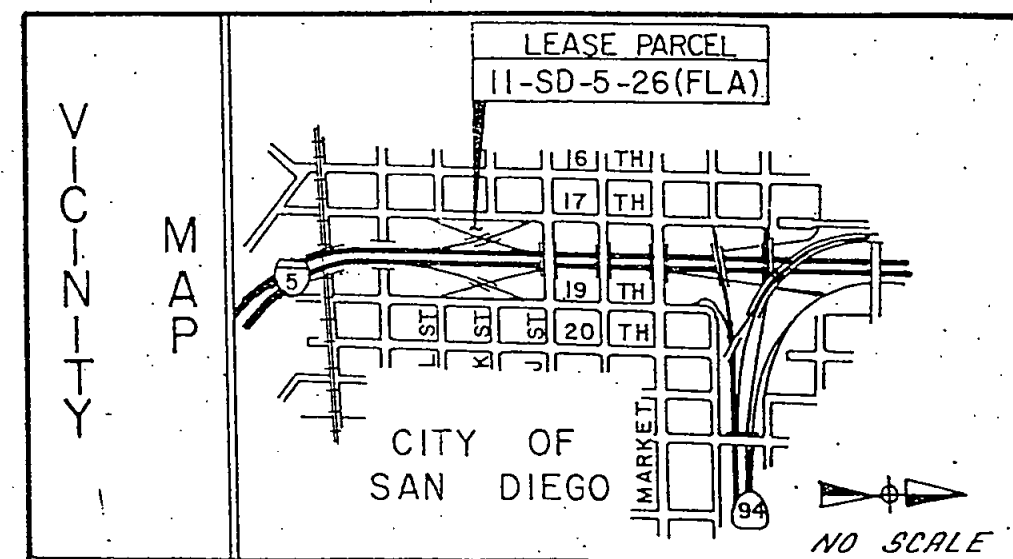
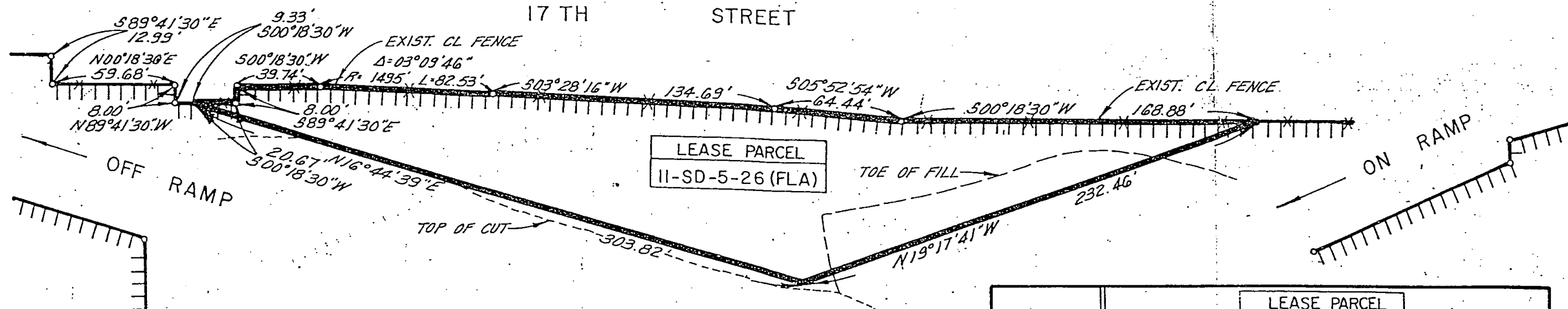
"K" STREET

EXHIBIT "D"



FOR THIS AREA SEE MAP

SECRET



| FLA NUMBER | GROSS AREA | AREA OF SUPPORTS | STRUCTURE AREA |
|-----------------|-------------|------------------|----------------|
| 11-50-5-26(FLA) | 22,339 S.F. | N/A | N/A |
| | | | |
| | | | |
| | | | |

NOTE: UTILITIES SHOWN FOR INFORMATION ONLY. COMPLETE AND ACCURATE UTILITY DATA SHOULD BE VERIFIED BY THE LESSEE

| | |
|------------------|------|
| Project Engineer | Date |
| L. BRATON | 5/87 |

FOR THIS AREA SEE MAP

| | | | |
|--|--|--|--|
| LEGEND & NOTES
■■■■■ Access Denied
■■■ Access Opening
() Previous Record Data
① Excludes Exist. ST
② Includes Ease Take
<u>*****</u> Limit of FLA | | STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT II | |
| FOR FOUND MONUMENTS:
SEE PROP RETACEMENT
SURVEY MAP NO. _____

FOR HIGHWAY MONUMENTS
SEE MAP NO. _____

COUNTY ENG. MAP NO. _____ | | FREEWAY LEASE
AREA MAP
II-SD-5-26(FLA) | |
| # COUNTY ENG. MAP NO. _____

MAP DATA SHOWN IS ON CALIF
COORD. SYS., ZONE 8, DATA
1.0000000 10NALS
GROUND LEVEL DISTANCES | | RIGHT OF WAY
MAP NO. _____ | POR. LO 3528 / 3529 |
| COUNTY ROUTE: | | POST MILES | SCALE:
 |
| SD 5 | | 14.6 | 0 50'
SHEET / OF |

Get

All asterisked fields
must have data entered.
Others optional.

ASSET MANAGEMENT & MARKETING
Job Assignment Sheet

* Job No.: 219532-009 * Agent: CPA

* Date Assigned: 5/18/00 Date Due: 10/31/00

* Job Type: Lease = (LS) Permit = PR; Amendment = AM; Sub-Lease = SL
Audit = AD; Inspection = IN; Spec. Proj. = SP; Sale = PA;
Excl. Sale = ES; Esmt. Grant = EG; Other = OT. _____ (20)

* Client: City/State of CA/Dept. of Trans. (50)
(Buyer, Lessee, Benefitting Person, Agency Requesting Auth., Etc.)

* Project Name: Neil Good Day Center - Lease Expiration (50)
(Job Title, Common Name, Facility No., CIP No., Other)

* Area: 299-17th St. (50)
(Street Address, SHORT Legal Description, APN, Site No., Etc.)

* Operation Account: 2007 Org. No. 2101

Thomas Bros. Coord: _____ Council District: 08

Property Sales Gen. City = CG; Water Dept. = WD; Bill Dept.: _____
Benefitting Fund: Gas Tax = GT; Non. Desig. = ND; * (Blank if Property Dept.)
Other = OT (i.e., Water, E&D, etc.)

Comments: Lessee may have Option to
Extend.

Agents
Log: Lease extended to 10-31-05

CITY/296/A00

* Job Completion Date: 1-24-01

* Status: S1 = Complete
S2 = Abandoned
S3 = Transferred
S4 = Cancelled

** CLOSE IN AUDITORS: Yes _____ No ☒

* File Location: LS: City/State of CA/Dept of Transportation (50)

Data Entry: 2/16/01 mgS
(Date) (By)

lmf
Supervisor's Signature

AFFIDAVIT

WHEREAS, on the 10th day of October, 1990, the undersigned entered into and executed a contract with the City of San Diego, a municipal corporation, for

Construction of the Day Center for the Homeless
Name of Project

as particularly described in said contract and identified as Bid No. K1388/90A
and Work Order No. AC 9000631; and

WHEREAS, the specifications of said contract requires the contractor to affirm that "all brush, trash, debris, and surplus materials resulting from this project have been disposed of in a legal manner": and

WHEREAS, said contract has been completed and all surplus materials disposed of: NOW, THEREFOR, in consideration of the final payment by the City of San Diego to said contractor under the terms of said contract, the undersigned contractor, does hereby affirm that all surplus materials as described in said contract have been disposed of at the following location(s) City of San Diego Miramar Landfill

and that they have been disposed of according to all applicable laws and regulations.

Dated this 30th day of September, 1991

L.R. Hubbard Construction Co., Inc.
Contractor

by

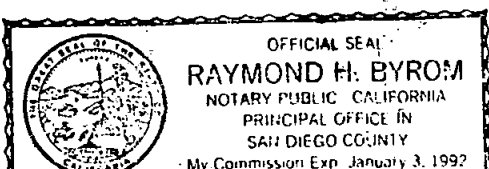
David Atkinson
David Atkinson, Vice President

ATTEST:

STATE OF CALIFORNIA
County of SAN DIEGO

-SS

On this 30 day of SEPTEMBER, 1991, Before the undersigned, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared DAVID ATKINSON known to me to be the VICE PRESIDENT contractor named in the foregoing Release, and whose name subscribed thereto, and acknowledged to me that said Contractor executed the said Release.



Raymond H. Byrom
Notary Public in and for said County and State

CITY of SAN DIEGO
MEMORANDUM

FILE NO.:

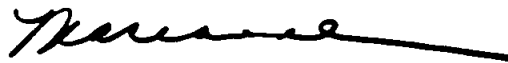
DATE : May 21, 1990
TO : Dave Allsbrook, Centre City Development Corporation
FROM : Marianne Munsell, Office of the City Architect
SUBJECT: EXTENSION OF TIME ON CONDITIONAL USE PERMIT #86-0955
DAY CENTER ON SEVENTENTH STREET

CENTRE CITY
DEVELOPMENT
CORPORATION

MAY 22 1990

Orig. To: DA
Copy To: _____

The request for an extension of time for Conditional Use Permit #86-0955 is hereby granted. The extension is for one year only from July 6, 1990 to July 6, 1991 according to Section 103.602.I of the Municipal Code. The original permit was for a period of three years with an allowance for a one year extension.



COPY

A G R E E M E N T

THIS AGREEMENT is made by and between THE CITY OF SAN DIEGO, a municipal corporation, herein called "City," and EPISCOPAL COMMUNITY SERVICES, INC., herein called "Contractor."

R E C I T A L S

A. City has received a total of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) from the Regional Task Force on the Homeless for the express purpose of operating a day center for homeless individuals.

B. City desires to engage Contractor to perform certain services relative to the operation of the NEIL GOOD DAY CENTER.

C. Contractor is ready, willing, and able to perform such services.

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties as herein expressed, City and Contractor agree as follows.

1. DEFINITIONS. For the purposes of this Agreement, the following terms shall have the meanings indicated:

a. "City Council" - the elected officials of the City of San Diego, acting through the City Manager and the Manager's designees.

b. "Community Services Program" - the City staff that administers and monitors social service programs for the City, acting through the City Manager and the Manager's designees.

c. "Contractor" - the agency or entity that will operate the Project named in the recitals.

d. "Project" - the personnel, facilities, materials, and services that will be funded under this Agreement.

DOCUMENT NO. RR-275418

FILED APR 02 1990
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

e. "Subcontractor" - any entity other than the City that furnishes supplies or services to the Contractor relative to this Agreement, other than office space, standard commercial supplies, or printing services.

f. "Operating Manual" - the City's "Operating Manual for Social Service Programs" which contains prescribed procedures for fiscal management and accountability.

2. SCOPE OF SERVICES. Contractor hereby agrees to perform the services specifically described in Exhibit A, attached hereto and incorporated herein by reference, according to the terms and conditions of this Agreement.

3. SUBSTANCE ABUSE EDUCATION AND REFERRAL. Substance abuse is a major concern in our community. In order to address this concern, Contractor shall provide substance abuse education and/or referral for agency staff and clients as necessary. Contractor is also encouraged to support the omnibus drug legislation passed by Congress on November 18, 1988 by adopting and enforcing a policy to maintain a drug-free work place.

4. PERIOD OF PERFORMANCE. The services to be performed by Contractor, as set forth herein, shall commence on, or soon after, the date a Certificate of Occupancy is issued for the Day Center, which is to be located on CalTrans property, and shall continue for 12 months unless sooner terminated in accordance with the provisions hereof, except for submission of the final report, or as modified by Section 25.

5. PROJECT BUDGET AND EXPENDITURES. The Project Budget is set forth in Exhibit B, attached hereto and incorporated herein by reference. Additional contractual provisions related to fiscal accountability, a list of eligible and ineligible Project expenditures, and procedures for financial management, accounting, budgeting, record keeping, reporting, and other administrative functions are contained in the Operating Manual, a copy of which has been

provided to Contractor. Contractor hereby agrees to comply with the procedures prescribed therein. Any desired changes to these procedures shall be requested by Contractor in writing and approved by the Community Services Program before such changes are implemented.

6. COMPENSATION. The total compensation to be paid to Contractor under this Agreement shall not under any circumstances exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000). Any expenditures by Contractor that are not within the prescribed limitations of Exhibit B, the Operating Manual, and applicable laws, rules, and regulations are not chargeable to Project and shall be borne by Contractor. Additional fund raising to support this project may be necessary to supplement the operation of this program. The fund raising will be the responsibility of Contractor.

7. FIDELITY BONDING. Prior to any expenditure for any purpose hereunder, except for fidelity bonding, Contractor shall furnish City a written assurance that all persons who will handle funds to be received or expended hereunder are covered by a fidelity bond in the amount of \$100,000 or one-half of the aforementioned total compensation, whichever is less. Contractor shall immediately notify City if the bond or bonds are reduced or cancelled. City shall make no further payments to Contractor until it has received written notification that adequate fidelity bonding has been restored.

8. METHOD OF PAYMENT. City may, at its discretion, make an advance payment to Contractor in an amount not to exceed FOURTEEN THOUSAND FOUR HUNDRED TWENTY-FIVE DOLLARS (\$14,425) to meet the cost of salaries and operating expenses during the first six weeks of Project operations. This advance shall be charged against the costs of the last six weeks of Project operations. Any unexpended funds from the advance payment shall be returned to City within thirty days after the end of the contract period, or upon earlier

termination of this Agreement. Contractor shall be reimbursed each month for eligible expenditures, provided that the reports required by the Operating Manual are received by City on such forms as City may require within ten days after the end of each month. The final payment to Contractor shall be withheld until the cash advance has been accounted for and the final report has been received by City.

9. ADDITIONAL FUNDING SOURCES. If Contractor has received additional funding for Project from a source or sources other than City, the use of which requires that Contractor make an accounting to or be subject to an audit by such other source, Contractor shall charge Project expenditures to the appropriate funding source at the time incurred. It is expressly understood by Contractor that any cost incurred in connection with Project which is properly chargeable to and actually claimed for compensation under a funding source other than City shall not be allowed as a chargeable cost under this Agreement.

10. PROJECT REVENUE. All monies that accrue to Contractor from the receipt of City funds, including interest, and fees collected from clients, shall be deposited in a separate bank account. Documentation of all transactions taking place in this account shall be included in Contractor's monthly reports that are submitted to City. Upon receipt of written approval from the Community Services Program, funds in this account may be used to improve the services being performed by Contractor. If such approval is not granted, these funds shall revert to City within thirty days after the end of the contract period, or upon earlier termination of this Agreement.

11. AUDITS. If Contractor is subject to audits from a source or sources other than the City, Contractor shall provide a copy of that audit to the City within 30 days of completion of the audit.

12. SUSPENSION OF PAYMENTS. Other provisions of this Agreement notwithstanding, City may elect to suspend one or more payments to Contractor, or terminate this Agreement as a result of any of the following circumstances. In such case, Contractor hereby agrees not to expend any funds related to or connected with any area of controversy or conflict which shall have resulted in the suspension of payment or termination of funding.

a. Noncompliance. Contractor shall have failed to comply with any of the terms or conditions of this Agreement.

b. Misrepresentation. Contractor, with or without knowledge, shall have made substantial and material misrepresentations in regard to information furnished to City.

c. Unauthorized Actions. Contractor shall have taken any action relative to Project which required approval by City or the Community Services Program, without having obtained such approval.

d. Litigation. Contractor shall have become subject to pending litigation with respect to the performance of its duties and obligations hereunder, including any court action or proceeding involving the Federal Bankruptcy Act, which litigation may jeopardize or adversely affect the understanding of and carrying out of Project.

e. Reports. Contractor shall have failed to submit any report and supporting document to City as required by this Agreement and the Operating Manual, or shall have failed to submit any other report as may be required by City, or shall have failed to submit any report and supporting documentation on the date prescribed by City.

f. Conditional Use Permit (CUP). Contractor shall abide by all terms and conditions set forth in the CUP issued for the Neil Good Day Center, on file in the Office of the City Clerk as CUP-86-0955.

g. Lease Agreement. Contractor shall abide by the restrictions, terms, and conditions set forth in the State of California Department of Transportation Airspace Ground Lease of the property on which the Neil Good Day Center is physically located in respect to operation, maintenance and repair, and sign display. Contractor shall maintain the leased premises, improvements and landscaping thereon, including fences and guardrails theretofore or hereafter erected, in good repair and in compliance with all requirements of the law. Contractor shall take all steps necessary to effectively protect the fences, guardrails, and the piers and columns, if any, of the viaduct from damage incident to Contractor's use of said premises and improvements, all without expense to the City.

13. PROJECT RECORDS. Contractor shall maintain detailed administrative and fiscal records as required by the Operating Manual during the term of this Agreement. Contractor shall allow authorized City employees or authorized agents of City to inspect its premises, books, accounting documents, payrolls, and other Project records for the purpose of auditing, monitoring, or evaluating Project. Contractor shall store such records and documents for a period of three years after submission of the final expenditure report for the contract period, or three years after submission of the final expenditure report upon earlier termination of this Agreement, or until all audit findings have been resolved, whichever is longer. During this period, City or its authorized agents, shall have access to such records and documents at any time. After the three year storage period has expired, or all audit findings have been resolved, Contractor shall in either case notify City of its intent to dispose of Project records before any action is taken.

14. ORAL REPRESENTATIONS. This Agreement and the exhibits and references incorporated herein fully express all understandings of the parties concerning

the matters covered herein. No change, alteration, or modification of the terms or conditions of this Agreement, and no verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of a written change or amendment to this Agreement which has been duly approved and executed in accordance with the procedures described herein.

15. CHANGES OR AMENDMENTS TO AGREEMENT. Should circumstances require that any of the terms or conditions of this Agreement be changed or amended, such change or amendment shall be accomplished only in the following manner:

a. A non-substantive change which does not affect the total compensation specified herein shall be approved in writing by the Community Services Program and Contractor's authorized representative.

b. A substantive change to any of the terms or conditions of this Agreement, or a change which affects the total compensation specified herein, shall be accomplished by a written amendment to this Agreement which shall be approved by the City Council and signed by the authorized representatives of City and Contractor.

16. EQUAL OPPORTUNITY PROGRAM. Contractor hereby agrees to comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable Federal and State laws and regulations hereafter enacted, as well as those requirements addressed by the City of San Diego's Equal Opportunity Program, recorded with the City Clerk as Document RR-262633. Contractor understands that failure to comply with the above cited laws and regulations and/or falsely submitting information required under same laws and regulations may result in termination of this Agreement and debarment from awards of future City contracts for a period of not less than one or more than two years.

17. INDEPENDENT CONTRACTOR. Contractor is an independent contractor hereunder, and nothing contained herein shall be construed as creating a relationship of employer and employee between the parties. City shall not be liable for any act or acts of Contractor. Contractor shall notify all prospective subcontractors of its independent status hereunder.

18. ASSIGNABILITY. Contractor shall not assign or subcontract any of the work or services to be performed under this Agreement, or expend any funds for such purpose without prior written approval of the Community Services Program. Contractor shall provide City with copies of all subcontracts entered into under the terms of this Agreement.

19. HOLD HARMLESS. Contractor agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Contractor's employees, agents or officers which arise from or are connected with or are caused or claimed to be caused by the acts or omissions of Contractor, and its agents, officers or employees, in performing the work or services herein, and all expenses of investigating and defending against same; provided, however, that Contractor's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of the City, its agents, officers or employees.

20. INSURANCE. Contractor shall obtain and keep in force during the period of this Agreement a policy of comprehensive public liability insurance which insures Contractor against any and all claims of liability, including accident, injury, or death arising from the provision of Project services, or from the ownership, use, operation, maintenance, or administration of Project premises and all areas appurtenant thereto. Such insurance shall be in an

amount of not less than ONE MILLION DOLLARS for any injury to, or death of, any person or persons in any accident or occurrence, and shall name the City, the Centre City Development Corporation (CCDC), the California Department of Transportation (CalTrans), the County of San Diego, and the San Diego Unified Port District as additional insureds.

21. CONFLICT OF INTEREST. Contractor shall establish and make known to its employees appropriate safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being, motivated by desire for private gain for themselves or others, particularly those with whom they have family, business, or other relationships. Project personnel shall not accept gratuities or any other favors from subcontractors or potential subcontractors.

22. AGENCY EMPLOYMENT OF CITY PERSONNEL. This Agreement shall be unilaterally and immediately terminated by City if Contractor employs an individual who within twelve months immediately preceding such employment did, in the individual's capacity as a City officer or employee, participate in, negotiate with, or otherwise have an influence on the recommendation made to the City Council in connection with the selection of Contractor.

23. POLITICAL AFFAIRS OR ACTIVITIES. Contractor shall not use Project funds, personnel, or materials to advocate or support any particular position on any matter that is being proposed by a vote of the people, or is being considered for enactment by any legislative body of the City or County of San Diego, State of California, or the Federal Government.

24. TERMINATION OF AGREEMENT. City or Contractor may at any time and without cause, terminate this Agreement by giving written notice to the other party ninety days prior to the effective date of termination. In addition, City may terminate this Agreement at any time if Contractor fails to meet or

fulfill its obligations hereunder. In the event of termination by either party, City's liability shall be limited to the pro rata share of the monthly compensation for work or services performed up to the date of termination.

25. EXTENSION OF AGREEMENT. City Manager may, with approval of Contractor, extend this Agreement's period of performance in increments of up to two years, starting with the first anniversary and continuing for up to 12 years, or until June 30, 2003, whichever is sooner. The Agreement extension is contingent upon City Council's allocation of funds to operate the Neil Good Day Center for the period of time in question.

IN WITNESS WHEREOF, this Agreement is executed by The City of San Diego, acting by and through its City Manager, pursuant to Resolution No. R-275418 authorizing such execution, and by Contractor.

Dated this 2nd day of April, 1990.

THE CITY OF SAN DIEGO

By Ross McColburn

EPISCOPAL COMMUNITY SERVICES, INC.

By Glen Albers

I HEREBY APPROVE the form and legality of the foregoing Agreement this 6 day of April, 1990.

JOHN W. WITT, City Attorney

By [Signature]
Deputy

SCOPE OF SERVICES

NEIL GOOD DAY CENTER Episcopal Community Services

I. PROJECT OFFICE

Contractor will maintain and operate a Homeless Day Center on 17th Street between J and K Streets, and will provide community services Monday through Friday, from 7:30 a.m. to 5:30 p.m.

II. PROJECT GOALS

- A. To provide a daytime "refuge" for homeless individuals who are experiencing the stress of daily life on the streets.
- B. To assist homeless individuals in gaining access to existing services.
- C. To provide "basic amenities" to homeless individuals who are experiencing the stress of daily life.

III. SERVICE DELIVERY SYSTEM AND REQUIREMENTS

Contractor will provide the following services to accomplish the project goals:

- A. A Daytime Refuge will be provided to at least 200 homeless individuals per day.
 - 1. This will be monitored in one of the following methods:
 - a. Installation of a turnstile at the front entrance to the facility; or,
 - b. Hourly head-count census during the 1st three or four months of operation to determine the actual number of individuals on the premises.
- B. Access to Services in the form of information and/or referral will be made at a rate of 150 guest contacts per day.
 - 1. Contact will be monitored by recording the actual requests for information or referral services. Entries will be broken down into two categories:
 - a. Formal Referral Services through linkages with existing programs. Contractor will also encourage the outstationing of outreach workers to facilitate access to services (i.e., County Mental Health, homeless health care, literacy employment programs, etc.).

SCOPE OF SERVICES

Neil Good Day Center
Episcopal Community Services

- b. Informal Information to include the time and location of feeding programs, sheltering information, and linkage with the Electronic Bulletin Board System.

C. Basic Amenities as Follows:

1. Showers shall be provided to 60 guest contacts per day.
2. Laundry services shall be provided to 15 guest contacts per day.
 - a. The laundry will be open during all operating hours. Laundry machines will be coin operated (set at a rate lower than local Laundromats). Those who cannot afford the rate will have the opportunity to earn laundry tokens through maintenance activities. Laundry soap will also be available for sale or for guests to earn.
3. Mail and Message services shall be provided to 100 guest contacts per day.
 - a. This service will be available during all operating hours.
4. Clothing shall be provided to 20 guest contacts per day.
 - a. The clothing room is an activity that approaches duplication of services, since clothing programs are currently operated at other sites in downtown San Diego. Some clothing should be maintained on site, but should only be available for those who need clean clothing following a shower. The clothing room should be operated by volunteers, since it is a time intensive activity that would otherwise overwhelm staff time and attention.
5. Storage.
 - a. Storage shall be accessible during all operating hours. Policies will be developed regarding frequency and length of use, since the area may be quickly overwhelmed by the number of guests anticipated at the Day Center.
6. Pay Phone.
 - a. A pay phone shall be accessible during all operating hours. It should be located on an outside wall of the building.

SCOPE OF SERVICES

Neil Good Day Center

Episcopal Community Services

7. Recreational Activities.

- a. Recreational activities will include, but not be limited to television, library, arts and crafts, and games, and shall be accessible during all operating hours.

D. Group Activities as Follows:

1. System and Survival Workshops will be conducted with an average of 200 guest contacts per month.
 - a. Episcopal Community Services (ECS) will bring to the Day Center a model of a program operated at the Friend to Friend Clubhouse. Under the topic of "survival training," weekly workshops on topics such as services that are available in the community, nutrition, health, safety, first aid, etc., shall be held. At least two workshops which introduce community services shall be offered in basic survival skills, such as nutrition, first aid, clothing for cold weather, etc. These workshops may be presented by volunteer staff from community health clinics, scouting organizations, etc.
2. 12-Step Program. A 12-step program shall be offered with an average of 325 guest contacts per month.
 - a. With the support of ECS drug and alcohol programs, the Day Center shall offer at least one 12-step recovery group each day. If interest warrants, this may be expanded to two groups per day.
3. Job Workshops will be offered with an average of 150 guest contacts per month.
 - a. At least twice each week, pre-employment workshops shall be offered at the Day Center. One will be offered by the Day Center staff, the other by outreach workers from ECS' Employment Assistance Program for the Downtown Homeless. Topics may include an introduction to work opportunities in the community, an overview of training programs offered in the community, an introduction to job placement services preparing job applications, and interviewing for jobs.

SCOPE OF SERVICES

Neil Good Day Center
Episcopal Community Services

4. Outreach Videos or Presentations will be made to an average of 150 guest contacts per month.
 - a. Volunteer speakers and videos from programs such as Social Security, County Mental Health, the Department of Social Services, the Employment Development Department, and Veterans Outreach will be used for presentations to interested guests regarding services available, criteria for access, and location.
5. Written Proposal. Contractor was selected, in part, on the basis of a written proposal submitted in response to a Request for Proposal soliciting an operator for a homeless day center. A copy of said proposal is attached, and Contractor shall honor any and all commitments stated therein as it relates to fund raising, services, and in-kind services.

NOTE: Counts on contacts in the Group Activities category shall be maintained through sign-up sheets.

BUDGET EXHIBIT FOR OPERATING AGREEMENT

OPERATING AGENCY Episcopal Community Services

PROJECT Neil Good Day Center

CONTRACT PERIOD: 12 Months

| | |
|-----------------------|-------------------|
| SALARIES & WAGES | <u>82,050</u> |
| FRINGE BENEFITS | <u>16,350</u> |
| TOTAL PERSONNEL | \$ <u>98,400</u> |
| | |
| SUPPLIES | <u>-0-</u> |
| POSTAGE | <u>-0-</u> |
| FOOD | <u>-0-</u> |
| CONTRACTUAL SERVICES | <u>-0-</u> |
| MAINTENANCE/REPAIR | <u>-0-</u> |
| PUBLICATIONS/PRINTING | <u>3,000</u> |
| TRAVEL | <u>500</u> |
| OTHER EXPENSES | <u>10,400</u> |
| RENT | <u>-0-</u> |
| EQUIPMENT RENTAL | <u>-0-</u> |
| INSURANCE | <u>8,000</u> |
| UTILITIES | <u>-0-</u> |
| TELEPHONE | <u>3,600</u> |
| EQUIPMENT PURCHASE | <u>1,100</u> |
| TOTAL NON-PERSONNEL | \$ <u>26,600</u> |
| TOTAL PROGRAM | \$ <u>125,000</u> |

PERSONNEL SCHEDULE

OPERATING AGENCY Episcopal Community Services

PROJECT Neil Good Day Center

| POSITION
(1) | PERCENT
CHARGED
(2) | HOURLY
RATE
(3) | START
DATE
(4) | TERMINATION
DATE
(5) | NUMBER OF
MONTHS/
PAY PERIODS
(6) | SALARY
PER MONTH
(7) | TOTAL
SALARY
(8) |
|-----------------------|---------------------------|-----------------------|----------------------|----------------------------|--|----------------------------|------------------------|
| Program Manager | 100% | 12.07 | Mo. 1 | Mo. 12 | 12/24 | 2,091.66 | 25,100 |
| Volunteer Coordinator | 50% | 9.62 | Mo. 1 | Mo. 12 | 12/24 | 833.34 | 10,000 |
| Monitor | 100% | 7.52 | Mo. 1 | Mo. 12 | 12/24 | 1,304.16 | 15,650 |
| Monitor | 100% | 7.52 | Mo. 1 | Mo. 12 | 12/24 | 1,304.16 | 15,650 |
| Monitor | 100% | 7.52 | Mo. 1 | Mo. 12 | 12/24 | 1,304.16 | 15,650 |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

1. List all personnel charged against City funding source.
2. Percent of full-time position charged against City Funding source.
3. Hourly rate of pay of City paid position.
4. The date this position will start being claimed against City funding source.
5. The date this position will stop being claimed against City funding source.
6. No. of months/pay periods this position will be charged against City funding source.
7. The salary per month/pay period charged to City funding source.
8. The total salary charged against City funding source.

TOTAL 82,050

Pay Schedule (Check One)

_____ Monthly

_____ Biweekly

_____ X _____ Twice a Month

_____ Date(s) Paid _____

BUDGET JUSTIFICATION*

OPERATING AGENCY Episcopal Community Services Project Neil Good Day Center

| LINE ITEM - Fringe Benefits | AMOUNT |
|---|--------|
| Detailed Explanation: | |
| Fringe benefits are estimated at 20% of salary, and includes health, dental, and life insurance, FICA, State Unemployment, and Worker's Compensation.
@ \$82,050 applicable gross salary x 20% = | 16,350 |
| TOTAL | 16,350 |
| LINE ITEM - Publications/Printing | AMOUNT |
| Detailed Explanation: | |
| Printing of publicity and resource development material, brochures and outreach material, and forms for program reporting.
@ \$3,000 = | 3,000 |
| TOTAL | 3,000 |
| LINE ITEM - Travel | AMOUNT |
| Detailed Explanation: | |
| Local mileage will be reimbursed at the rate of \$.24 per mile.
@ 174 miles/mo. x \$.24/mile x 12 mos. = | 500 |
| TOTAL | 500 |
| LINE ITEM - Other Expenses | AMOUNT |
| Detailed Explanation: | |
| Indirect costs for fiscal management, payroll, personnel services, etc., charged at the rate of 9% of actual total monthly expenses.
@ \$10,400 = | 10,400 |
| TOTAL | 10,400 |

*All line items must be justified

BUDGET JUSTIFICATION*

OPERATING AGENCY Episcopal Community Services Project Neil Good Day Center

| LINE ITEM - Insurance | AMOUNT |
|--|-------------|
| Detailed Explanation: | |
| Insurance costs are based on estimates provided by the current carrier, and are to be paid tri-monthly.
@ \$2,000 x 4 pmts. = | 8,000 |
| | TOTAL 8,000 |
| LINE ITEM - Telephone | AMOUNT |
| Detailed Explanation: | |
| Telephone costs to include installation and monthly charges for a three-line system, with a separate line for the Electronic Bulletin Board. | |
| Installation Costs @ \$1,860 = | 1,860 |
| Monthly Telephone Expenses @ \$145/mo. x 12 mos. = | 1,740 |
| | TOTAL 3,600 |
| LINE ITEM - Equipment Purchase | AMOUNT |
| Detailed Explanation: | |
| The purchase of two desks, two file cabinets, and miscellaneous minor office equipment @ \$1,100 = | 1,100 |
| <u>PRIOR CITY APPROVAL REQUIRED</u> | |
| | TOTAL 1,100 |
| LINE ITEM | AMOUNT |
| Detailed Explanation: | |
| | TOTAL |

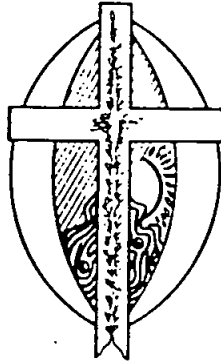
*All line items must be justified

ESTIMATED MONTHLY EXPENDITURE SCHEDULE

OPERATING AGENCY Episcopal Community Services

PROJECT Neil Good Day Center

| LINE ITEM | Acct.
No. | MONTH | | | | | | | | | | | | TOTAL |
|-----------------------|--------------|-------|------|------|-------|------|-------|-------|------|------|-------|------|------|---------|
| | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | |
| Salaries & Wages | 1101 | 6838 | 6838 | 6838 | 6838 | 6838 | 6838 | 6837 | 6837 | 6837 | 6837 | 6837 | 6837 | 82,050 |
| Fringe Benefits | 2610 | 1362 | 1362 | 1362 | 1362 | 1362 | 1362 | 1363 | 1363 | 1363 | 1363 | 1363 | 1363 | 16,350 |
| TOTAL PERSONNEL | | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 8200 | 98,400 |
| <u>Non-Personnel</u> | | | | | | | | | | | | | | |
| Supplies | 3101 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Postage | 3102 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Food | 3241 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Contractual Services | 4151 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Maintenance/Repair | 4213 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Publications/Printing | 4311 | 1600 | -0- | -0- | -0- | -0- | 1400 | -0- | -0- | -0- | -0- | -0- | -0- | 3,000 |
| Travel | 4432 | 41 | 41 | 41 | 41 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 42 | 500 |
| Other Expenses | 4469 | 1555 | 755 | 755 | 935 | 755 | 755 | 935 | 755 | 755 | 935 | 755 | 755 | 10,400 |
| Rent | 4682 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Equipment Rental | 4687 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Insurance | 4813 | 2000 | -0- | -0- | 2000 | -0- | -0- | 2000 | -0- | -0- | 2000 | -0- | -0- | 8,000 |
| Utilities | 5101 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- |
| Telephone | 5201 | 2000 | 150 | 145 | 145 | 145 | 145 | 145 | 145 | 145 | 145 | 145 | 145 | 3,600 |
| Equipment Purchase | 6010 | 1100 | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | -0- | 1,100 |
| TOTAL NON-PERSONNEL | | 8296 | 946 | 941 | 3121 | 942 | 2342 | 3122 | 942 | 942 | 3122 | 942 | 942 | 26,600 |
| TOTAL MONTH | | 16496 | 9146 | 9141 | 11321 | 9142 | 10542 | 11322 | 9142 | 9142 | 11322 | 9142 | 9142 | 125,000 |



EPISCOPAL COMMUNITY SERVICES

SAN DIEGO DAY CENTER
FOR THE HOMELESS

A PROPOSAL BY
EPISCOPAL COMMUNITY SERVICES

TABLE OF CONTENTS

| | |
|---|--------------|
| Introduction | 1 |
| Scope of Services | 6 |
| Basic Amenities | 6 |
| Supportive Services | 7 |
| Methodology | 10 |
| Approach | 10 |
| Hours | 12 |
| Outreach | 12 |
| Staffing | 13 |
| Client Participation | 13 |
| Volunteers | 14 |
| Professional Interns | 14 |
| Community Volunteers | 14 |
| Full-Time Volunteers | 15 |
| Assessment | 15 |
| Advisory Board | 16 |
| Linkages | 16 |
| Fund Raising | 17 |
| Staff Development and Training | 18 |
| Management Reports | 18 |
| References | 19 |
| Project Budget Summary (and notes) | Attachment A |
| Project Budget | Attachment B |
| Equal Opportunity Employment/Certificate of Compliance. Attach. C | |

SAN DIEGO DAY CENTER FOR THE HOMELESS

A PROPOSAL BY

EPISCOPAL COMMUNITY SERVICES

Introduction

Episcopal Community Services (ECS) has, for more than sixty years, provided a wide range of social services to San Diego. ECS is the Diocesan Outreach Ministry of the Episcopal Diocese of San Diego. ECS is committed to giving leadership in social outreach, and unconditionally to provide services without regard to race, religion, ethnic, or national origin. Our guiding principles have included an active regard for the whole person, strong advocacy for removing service barriers, cooperation and linkage with other service providers (both public and private), and responsible management of resources.

Episcopal Community Services operates over 30 programs at more than 25 program sites throughout the County and City of San Diego. ECS programs that have a primary involvement with people who are homeless include:

| | |
|---|---|
| Chaplaincy | Providing counseling and support to prisons, persons with ARC/AIDS, and the homeless. |
| Julian's Anchorage | Long-term transitional housing program for women and children. |
| Counseling | Crisis intervention and brief therapy. |
| Emergency Assistance | Food, clothing, shelter, legal aid and case management services. |
| Employment Assistance
Program for the
Downtown Homeless | The largest employment program for the homeless in San Diego County providing supervised casual labor, job search assistance, on the job training and on-going employment placements. |
| Downtown Work Center | Supervised casual labor program with a literacy training component. |
| Transitional Housing | Long-term supported housing for homeless persons who have been placed in on the job training and/or on-going employment. |
| ECS Residence Hotel | Housing and case management services for homeless ex-offenders just released from incarceration. |

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

Friend to Friend

Peer companion program for people who are homeless and who have a mental illness. This program operates as a day center and has won recognition at both local and national levels.

Of the above programs, all but Chaplaincy are clustered together as the Transition Programs and regularly participate in cluster management and training activities.

In addition to these programs with a primary service emphasis for the homeless, the five Family Health Centers of Episcopal Community Services are all participants in the Homeless Health Care Project in San Diego. One of these clinics, Downtown Health Services at 12th and Broadway, has one of the highest case loads of people who are homeless of any of the clinics participating in this project. ECS is also directing a major research project in 1989 which will assess more thoroughly the health care needs of the homeless. Funded by the Community Care Network this project will provide accurate assessment information to all providers of services to the homeless.

Episcopal Community Services also operates programs in alcohol and drug abuse services. The alcohol and drug programs of ECS provide on-going support for staff training and program design for the ECS programs that are working with homeless people. Within the drug abuse programs we operate two major, county-wide programs for AIDS education and prevention; Project PARA and the HIV Counseling Program.

If the San Diego Day Center for the Homeless is to become a city-wide response to the problem of homelessness in our community it must be operated by an agency with a strong history of interagency cooperation and a history of working within existing community wide efforts to address the problem of homelessness. We believe that Episcopal Community Services meets both of these criteria. ECS was a founding member of the San Diego Emergency Resources Group and has been active in working with many of its subcommittees. Our Executive Director, Glenn Allison, is a long standing member of the Regional Task Force on the Homeless. Furthermore, staff from many ECS programs have served diligently on policy and planning subcommittees of the Regional Task Force. ECS has demonstrated its ability to lead and participate in projects of interagency scope through San Diego Jail Ministries, the Interfaith Shelter Network, the Aids Chaplaincy Program, Women Together, and through the submission of several interagency proposals for new programs to meet the needs of the homeless. Finally, ECS is one of the agencies working to initiate the "Street Links" program which is an interagency effort to provide training, networking and support

programs for line staff of agencies that work with people who are homeless in the metropolitan region of San Diego.

The wide ranging experience of Episcopal Community Services in working with people who are homeless leads us to the conclusion that there are as many "reasons" for homelessness as there are people who are homeless. It is certainly true that there are common problems that emerge more often than others. Among these are the cost of housing, unemployment, lack of basic skills, mental illness and substance abuse. However, even individuals who share all of these causal factors in their background will have their own unique history and will respond individually to various efforts to meet their needs. ECS is a strong proponent for working with "the whole person" since we believe that this is the only approach wherein one can discover and address the underlying causes of homelessness.

Episcopal Community Services also believes that underlying virtually all these "causes" of homelessness is the reality of little or no positive social relationships or skills. People who are homeless are frequently from dysfunctional families or have particular problems such as mental illness that have mitigated against the formation of positive social relationships. The lack of social skills is often the root cause of employment failure. The quite frequent handicap of poor self-esteem is often the result of a history of family violence.

The experience of Episcopal Community Services in working with these problems has led us to develop social model programs that emphasize case management as a central program approach to working with individuals who are homeless.

Social Model: Social model programs are built around the creation of a community focus. This focus is on the creation of positive social skills and relationships. Within a social model program, those who are on the journey to recovery are the primary resource for one another. ECS has come to believe that this recovery emphasis, traditionally found in alcohol and drug abuse programs, is appropriate to dealing with the problems of homelessness. It is our conviction that resolutions to the problems underlying homelessness, with rare exceptions, cannot be provided to an individual. Rather, individuals must take responsibility for their own lives and for the management of their recovery. Social model programs provide a safe environment for learning the attitudes and social skills that lead to an appropriately interdependent lifestyle. Social model programs have a wide range of activities that can be accessed as one takes greater levels of responsibility for one's self. These "layers" of activity become motivators for recovery.

Case Management: In simplest terms, case management is what all persons known as "functional" do each day of their lives. We learn to define problems, surface alternatives, develop resources, plan a process for meeting problems and evaluate the effectiveness of our actions. Every problem from hunger to a flat tire requires some variation of this cycle. The process of case management in a social model program dealing with people who are homeless is to teach individuals appropriate methods of problem solving. Case management is a relationship between a "case manager" and a "client." At the beginning of the relationship, the case manager may be the most active member of the team. However, the goal of case management is to increasingly shift responsibility for the case and level of activity within the process over to the client. Case management focuses on ownership and builds skill and self-esteem through a series of small steps.

The San Diego Day Center for the Homeless is not a setting that will allow for a fully developed social model/case management approach. However, if the Day Center is to become part of the solution to homelessness in San Diego its program and operation must be designed in such a manner that the values of social model programs and case management are very close to the surface. Only in this way will the work of the Day Center be something more than "caretaking."

Another part of the conceptual model out of which Episcopal Community Services would design and operate the program of the San Diego Day Center for the Homeless has to do with its place within a total system of services for the homeless in downtown San Diego. ECS understands that neither the Regional Task Force nor the City are interested in reduplicating existing services. Rather, the Day Center is aimed at filling some of the gaps in the range of services which are now provided. ECS shares the conviction that in order to respond adequately to the problem of homelessness a community must have in place a system of services which is comprehensive and flexible. Though a system should avoid exact reduplication of services, similar services may appropriately be offered in a variety of contexts. Thus, a complete system would not necessarily be linear. An individual moving from the streets to stable housing would not necessarily move in a straight line from A to B to C to D. Rather, one individual may, for instance, receive literacy training in a shelter setting while another receives it in a class at City College. One may require supervised work in a setting such as the ECS Downtown Work Center while another may find that the supervised work program of Mental Health Systems is more appropriate.

ECS believes that it is important to be clear about the "space" within the total system that is to be occupied by the San Diego Day Center for the Homeless. It is our view that the Day Center

should be conceptualized as a "front door" to the system. It is the place of easiest access to the system. It will be more accessible than many of the existing programs. However, it will require some minimal standards for entry. It might also be said that the Day Center will be a foyer where people are engaged in conversation to determine which "room in the house" would be most appropriate for them to visit. The Day Center is a place for assessment and referral. However, it is not the whole house. The Day Center should not be conceived as a primary place for service delivery. Rather, it is a place that introduces persons to self-responsibility, self-esteem and self-management. It is also a place where individuals may begin the process of determining what resources exist within the system of service and which would be most appropriate to access at any given time.

The new possibility which the Day Center creates within the system is a place of refuge and safety. Such a haven allows participants to begin thinking about plans and resources in an environment that is without the pressure of formalized appointments that are of fixed duration. The role of staff at the Day Center (both on-site and referred, volunteer and paid) will be to become acquainted with individuals within a social context wherein they have the opportunity to observe individuals in a setting that will allow for more comprehensive assessment that will enable more accurate referrals to existing community resources.

The Day Center itself should also be thought of as a ladder of possibilities. The facility lends itself to rewarding growth in positive behavior and self-esteem through increasing access to facilities and services. For instance, access to the building will require a higher level of sobriety than use of the courtyard. Participants who become involved in the maintenance and upkeep of the facility may have priority in use of hygiene and laundry facilities. "Rewards" for care of the facility become linked to care of self.

Episcopal Community Services is submitting this bid to operate the San Diego Day Center for the Homeless because we believe that we have the experience and understanding that will enable the Day Center to become an innovative, valuable asset in San Diego's efforts to meet the needs of our homeless citizens.

Scope of Services

1) Basic Amenities:

Rest Rooms/Shower: Open during all open hours except for two cleaning periods per day. Participants who share in cleaning will earn laundry tokens and/or priority for access to showers and/or other facilities.

Laundry: Open during all open hours. Laundry should be coin operated (set at a rate lower than local laundromats). Those who cannot afford the rate will have opportunity to earn laundry tokens through maintenance activity. Laundry soap will also be available for sale or for participants to earn.

Storage Area: Accessible during all open hours. Some policies will need to be developed regarding frequency and length of use since the area may quickly be overwhelmed by the number of guests anticipated at the Day Center. Participants, through the development of regular community meetings, should have input into policies regarding access to facilities such as this within the Day Center.

Pay Telephone: Should be located on outside wall of building so that it is accessible to all during all open hours.

Clothing Room: The clothing room is an activity that approaches duplication of services since clothing programs are currently operated at several sites throughout downtown San Diego. Some clothing should be maintained on site but should be available only for those who need clean clothing following a shower. The clothing room should be operated by volunteers. It is a time intensive activity that would otherwise overwhelm staff time and attention.

Mail and Messages: Available during all open hours.

Games: Table games and puzzles will be provided inside the building for those who want to engage in quiet activity.

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

- Library: Donations will be sought to maintain a reading area. Books and magazines will be provided for reading on site. We would consider a give-away program for paper back books that would be maintained by volunteers.
- Television: The television room will be open for television and/or VCR movie viewing during all open hours. Again, some policy for access will need to be worked out in conjunction with participants since the television room will not accommodate everyone at one time. This room will be an excellent opportunity for reinforcing positive behavior and accomplishments. Any money earned from the laundry room might be used to rent movies. The television room will also offer a regular schedule of educational activities.
- Arts/Crafts: Donations of art and craft material will be solicited for use in the group meeting area of the building. ECS has found that provision of tools for self expression has a profoundly positive impact on individual's self-esteem and recovery.
- Safe Haven: ECS recognizes that the most fundamental "amenity" of the Day Center is the creation of a safe haven. Maintaining a place of rest when it is occupied by 200 individuals in crisis will be the most demanding aspect of the Day Center. It will require a well trained cadre of staff and volunteers in order to move beyond crowd control to the creation of an environment that genuinely promotes recovery.

2) Supportive Services:

The approach of Episcopal Community Services to supportive services at the San Diego Day Center for the Homeless begins with the assumption that this facility is not designed to duplicate services that already exist in the community. This is particularly true of those services provided by ECS and others within a 10-15 block radius of the Day Center. The primary approach to supportive services at the Day Center is to use it as an information and referral resource that teaches participants what resources exists in the community and how to access and use those resources to resolve problems and improve their lifestyle. A secondary function will be to provide a setting where outreach workers from various public and private service providers can do outreach and assessment

activities in a social setting. Finally, a third function will be to provide on-site those services that will enhance the development of the social environment of the Day Center itself and will enable participants to experience the multiplicity of social roles and models which lead to reintegration into the community.

As a prelude to listing more specifically the services to be provided, we would like to address the issue of documenting scopes of services that will be an over-riding problem at the Day Center. The funding of the Day Center only allows for minimal levels of staffing. In order to assure that the Day Center is a "safe haven," most staff time will need to be devoted to managing the social dynamics of the Center. In a Center with a capacity of 200 persons at a time, a 10 hour service day may well produce 500 or more contacts. Simply counting people coming through the front gate will be a time consuming task. To further document accurately all the supportive services contacts will be enormously difficult. We do have some approaches that will enable accurate estimates of contacts and service units that will be presented in the section on reporting.

Information and Referral: A primary function of the Day Center will be to provide comprehensive information and referral services. We will equip the Day Center with a computer and modem so that it can be connected to the Electronic Bulletin Board now under development. This will enable daily updating of service availability information. We estimate that 75% of those using the Day Center will ask for information and referral services each day. Units of Service: 3,000/month; 36,000/year.

Survival Training: ECS will bring to the Day Center a model of a program we operate at the Friend to Friend Clubhouse. Under the rubric of "survival training" we provide weekly workshops on topics such as services that are available in the community and more traditional survival training such as nutrition, health, safety, first aid, etc. Volunteer speakers from programs such as Social Security, County Mental Health, Department of Social Services, Employment Development Department and Veterans Outreach will be invited to make presentations to interested participants regarding services available, criteria for access and location. At least two such workshops will be offered each week. An additional two workshops per week will be offered in basic survival skills such as nutrition, first aid, clothing for cold weather, etc. These workshops can be presented by volunteer staff from community health clinics, scouting organizations, etc. It has also been the practice at Friend to Friend to provide workshop opportunities in which participants may share their expertise with one another. By seeing themselves as resources for one another, participants will build both self-esteem and positive social relationships.

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

Contacts: System Workshops = 250/month; 3,000/year. Survival Workshops = 250/month; 3,000/year.

Substance Abuse: With the support of the ECS drug and alcohol programs, the Day Center will offer at least one 12 Step recovery group each day. If interest warrants, this may be expanded to two groups per day. Contacts: 325/month; 3900/year.

Pre-Employment Workshops: At least twice each week, pre-employment workshops will be offered at the Day Center. One will be offered by Center staff and the other will be offered by outreach workers from ECS' Employment Assistance Program for the Downtown Homeless. Topics will include an introduction to work opportunities in the community, over-view of training programs offered in the community, and introduction to job placement services and their criteria. Also covered will be topics such as preparing to complete job applications and interviewing for jobs. Contacts: 250/month; 3,000/year.

Job Board: An outdoor bulletin board will provide a means for posting job ads. Focus will be on entry level positions and job training programs. Copies of local newspaper want ads will be kept inside the building and will be available in the quiet reading area.

Training & Education Workshops: The television room of the Day Center building will be used to offer an on-going series of special training sessions on issues of particular concern to people who are homeless. For instance, counselors from the HIV Counseling program of ECS could use the VCR and TV room to do educational programming on AIDS. Outreach workers from other programs that offer video training materials would also be recruited to provide regular educational programming in the television room. Contacts: 150/month; 1,800/year.

Town Meeting: A central element of social model programs is for the participants in the program to have as great a say as possible in the management and operation of the program. The staff of the Day Center will convene at least two Town Meetings each week that will be open to all participants. Participants will be introduced to the Day Center and asked to provide feedback and counsel on Center operations. There will also be the opportunity to explore issues of concern for participants relating to their life on the streets. Special Town Meetings may be called to deal with problems at the Day Center.

Referred Staff: ECS will actively work with other service providers to assure that "Referred Staff" are routinely spending time at the Day Center. These may be outreach workers who will spend time in the courtyard building informal relationships with

participants which are excellent opportunities for screening. Referred Staff from health clinics may be able to provide occasional health screening services as a means to introduce participants to the staff and services of existing health programs. With the exception of staff from our own programs, ECS does not now have in place firm agreements for any particular number of referred staff hours from other agencies. This is in part due to the lead time between now and when the Center opens. Our experience with the Friend to Friend Clubhouse suggests that such agreements tend to work best when they are fairly free-form. This enables the recruiting emphasis for referred staff to more accurately address the issues and needs which arise during any specific period of time. Possibilities which we will pursue for referred staff include: Adult Protective Services, Department of Social Services, County Mental Health, Veteran's Outreach Project, Public Health Educators, etc.

Bi-Lingual Staff: Episcopal Community Services will make a strong effort to ensure that at least one of the on-site staff team and as many volunteers as possible are bilingual; English/Spanish.

Methodology

Approach: In its approach to operation of the Day Center, ECS recognizes that the Day Center is designed to meet the needs of those functioning at the lower end of the social scales with respect to public behavior. These individuals tend to draw the attention of local merchants by their loitering behavior. This behavioral problem is in part a function of the lack of a place of refuge for "peace and quiet" or rest and relaxation at some point. Without this refuge it is difficult for a person to continue efforts toward social integration/achievement. Thus, the focus of the Day Center should be twofold: 1) establishing a safe haven, and, 2) developing a program that encourages development of more positive social behavior and integration.

Providing an atmosphere of safety in a 10,000 square foot arena occupied by up to 200 people in crisis with many whose behavior is significantly affected by substance abuse and mental illness will be the most difficult task of the Day Center. To move in any meaningful way beyond crowd control will require a major effort. In the view of Episcopal Community Services, the critical elements in creating a genuine atmosphere of safety are staffing levels/training and policy design that encourages those who use the Day Center to take ownership in its existence and operation.

The first need will be met through the employment of 4.5FTE on-site staff, the recruitment of regular referred staff from other

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

agencies, and the recruitment, training and supervision of a significant volunteer corp made up of community volunteers, interns from various professional training programs in the community, and registration of the Day Center program as a permanent volunteer site for the placement of full-time volunteers from programs such as VISTA, the American Friends Service Committee, Mennonite Central Committee and Brethren Volunteer Service. Episcopal Community Services will operate the Day Center with a policy that there must be a minimum of five supervising adults on-site in order for the Day Center to be open. Two will be inside the building and three will be in the courtyard. Having 4.5FTE on-site staff will enable there to be a minimum of 2 on site during all 50 hours of operation. During most hours, 3 will be on site. Of the five "supervising adults," at least two should be employed staff of the Day Center. The other three may be a mixture of employed staff, referred staff and volunteers. At maximum occupancy, this staffing plan allows for a "staff" to guest ration of 1 to 40. Even this is stretching the bounds of safety. ECS believes that to staff at any lower ratio would create undue risks for those who use the Day Center and for those who staff it.

The second purpose will be met through a variety of program and policy design elements that will encourage ownership and investment. One which has already been mentioned is using guest volunteers for the basic cleaning and maintenance of the facility. Their work would be "compensated" through laundry tokens and preferred access to facilities and programs. Another policy that would encourage and reinforce more appropriate levels of behavior is creation of "levels of access" to Center facilities and programs. For instance, persons who are inebriated but whose behavior is under control will be allowed into the courtyard. However, only those who are clean and sober will be allowed into the building to take advantage of its amenities. Another example of an ownership policy which ECS would strongly recommend is the closure of the facility for two hours following any significant incident of violence. Such a policy would serve two purposes: 1) guests of the Center have a vested interest in helping to maintain a non-violent atmosphere, and, 2) the two hour closure would be used for immediate staff debriefing that will be essential to preventing staff burnout and to training staff in more effective de-escalation skills. (The Director of Transition Programs for ECS will be responsible for providing facilitation of such staff debriefing. This Director will assure that either himself or another ECS Program Manager from off-site will be available at all times for such debriefing sessions.)

Hours: ECS will operate the Day Center during the hours mandated in the Request for Proposals: Monday through Friday, 7:30 a.m. to 5:30 p.m. ECS is not submitting a separate, detailed budget for the extended hours of operation. As it is, to operate and maintain

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

a safe and effective program for 50 hours per week will require Episcopal Community Services to make a significant commitment to raising funds over the \$125,000 in the City contract. Adding 34 hours per week to the operation would mean hiring at least an additional 2.5FTE staff. Just the staff cost for such a move would require an additional \$40,000 per year. We estimate that operational expenses would increase by 25-30%. ECS would make one suggestion for consideration of expanded hours. The most advantageous increase would be opening the Day Center from 7:30 a.m. to 5:30 p.m. on Saturday and Sunday. Since the 5:30 p.m. to 7:00 p.m. period is a time when most people who are homeless are looking for evening meals and/or heading to shelters or to find a place to sleep, we do not consider it to be all that advantageous to remain open during those evening hours. We would note that it would be particularly difficult to find volunteers who would be willing to work at the Day Center after dark over the winter months which would further compound the difficulty of such a move.

Outreach: Outreach efforts by ECS for the Day Center would take place on three fronts: 1) educating area providers and civic groups on the goals and program of the Day Center, 2) recruiting and training volunteers and referred staff, and, 3) raising the additional money necessary to operate the Day Center in an effective and safe manner.

In order that these outreach efforts might culminate in having staff and other resources in place when the Day Center is ready for occupancy, ECS is proposing the following strategy. If ECS is the successful bidder for operation of the Day Center, we would begin an immediate effort to raise the additional money needed for successful operation. All money raised for the Day Center would be deposited into a designated account for the Day Center and would be used solely for its operation and management. Funds would not in any way be used for general operating expenses of Episcopal Community Services. If, for any reason, ECS does not continue to operate the Day Center, any funds in this account would be turned over to the subsequent operator. If the Day Center should be closed before all funds are expended, any remaining funds would be turned over to the Regional Task Force on the Homeless to be allocated as it sees fit to other projects addressing the needs of people who are homeless. As soon as \$10,000 is in hand, hopefully no later than February 1, 1990, ECS would employ a Program Director for the operation of the San Diego Day Center for the Homeless. We believe that it is critical to have this staff person hired as soon as possible so that efforts to raise additional funds, recruit and train volunteers and staff and to supervise the final construction details of the Day Center will be able to receive full-time attention from a designated Program Director. By beginning employment of this lead staff position ahead of the

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

occupancy date we would also be able to ensure that policies and procedures are in place in advance of opening the facility.

The Program Director for the Day Center and the Director for Transition Programs for ECS would develop a schedule for community outreach activities. Particular attention would be paid to outreach activities to agencies, public and private, who will be referring to and receiving referrals from the Day Center and to downtown civic groups who have considerable interest in the development and operation of the Day Center. The Program Director and the Director of Transition Programs will also begin a concerted effort to identify and recruit potential volunteers for the Day Center. We will develop public information material for print and broadcast media in the San Diego community. Direct mail campaigns to individuals such as those who have volunteered to assist with the Mayor's Christmas Shelter will also be developed. Finally, the Program Director and the Director for Transition Programs will recruit an Advisory Board to begin discussions about program operation and policy guidelines that will initially be developed in work sessions with the Program Managers of existing ECS Transition Programs that have primary contact with people who are homeless.

Staffing: Our proposed staff of 4.5FTE positions consists of the following.

| | | |
|-----------------------|---------|--|
| Program Director | 1.0 FTE | Responsible for all aspects of program management. |
| Volunteer Coordinator | 0.5 FTE | Train & supervise interns and volunteers. |
| Monitors | 3.0 FTE | Provide on-site staff supervision of facility. |

Client Participation: Individuals who become involved in the maintenance and upkeep of the facility will benefit from an increase in self-esteem. Self-esteem has been identified by the State Task Force on Adult Homeless Education as the number one barrier to education and the leading factor in overcoming problems in literacy. A person who becomes involved in the daily standard of operation is more than a guest or visitor. He/she is a partner in addressing an issue that he/she knows better than most citizens. The social model emphasis of the program model requires that "rewards" for participation be based in increased access to and benefit from the facility rather than being based in payment of hourly wages. It is this dynamic that creates ownership by those who use the facility and builds on the value that one's work in caring for the property of the community has direct and concrete benefits for one's life. Participants will find this dynamic

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

strengthened and enhanced as they participate in the regular "Town Meetings" that will consider issues of policy and operation of the Day Center.

Volunteers: Three types of volunteers will be recruited, trained and supervised in order to facilitate the operation of the Day Center.

1) **Professional Interns:** The Day Center program will provide an excellent internship setting for a variety of academic and professional training programs in the San Diego community. Among the more familiar sources for such interns would be the Bachelors and Masters level interns from the School of Social Work at institutions such as San Diego State University. ECS can insure that at least two MSW level staff people will be available from among the staff of the Day Center or other Transition Program staff who will be able to provide necessary academic supervision for such interns. Other professional areas of interns may require that we recruit volunteer supervisors from the community. ECS has had success with such recruitment at several of our program sites in the past. Other interns who might be recruited would be MFCC students and candidates from University of San Diego and United States International University; BSW students from Pt. Loma; Applied Anthropology students from SDSU; professional licensure candidates in LCSW, Psychology, etc.

2) **Community Volunteers:** Safe and effective operation of the Day Center will depend on the recruitment of a large pool of community volunteers. These volunteers will be used to develop the "family dynamics" of a social model program. The volunteers are present for more than simply maintaining order. They provide living resources for modeling many varied styles of life and adaptation to change. Caring/nurturing is a cornerstone of human social development that is often totally absent from the lives of people who are homeless. The role models that have been missed can be partially replaced through the establishment of other systems of caring relationships in which one person has a variety of roles or links to another. For people who are homeless, this "family" must be provided through community resources. The Day Center offers an opportunity to model appropriate behavior as well as provide a mixture of relationship roles for the person who is homeless. The community volunteers at the Day Center may fill the role of aunts, uncles and cousins who provide the necessary social support for persons engaged in change.

Another role for community volunteers will be to provide leadership for special training and support group functions within the program of the Day Center. Many of the group activities planned for the Day Center may be led by referred staff from other agencies whose time is donated on an in-kind basis. However,

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

development of support programs such as 12 Step groups will depend on community volunteers who are willing to go beyond a general presence at the Day Center to sharing their particular experience and expertise with Center participants.

3) Full-Time Volunteers: There are several sources for recruitment of full-time volunteers which to date have been underutilized in San Diego. If ECS is awarded the contract to operate the Day Center, we will immediately put in place the procedures necessary to register the Center as a volunteer placement site with VISTA, the American Friends Service Committee, the Mennonite Central Committee and Brethren Volunteer Service. Each of these organizations is able to provide, at low cost, full-time volunteer staff people who are available for one or two year assignments. If we are successful in recruiting volunteers through such organizations, we may be able to take the money designated for the employment of one Monitor and turn it into two full-time Monitors employed through one or more of the volunteer services. Though three of these sources are church related we would assure the City that in every case the volunteer placements provided by these agencies are non-sectarian in nature. The emphasis of each organization is on community service opportunities and not on religious activities.

Assessment: As mentioned in relationship to scopes of service for supportive services, thorough assessment and record keeping activities are simply beyond the scope of the staff time made possible by the funds contained within this City contract. We must remind ourselves of the incredible scope of a Center with a maximum occupancy of 200 persons at a time in an urban setting where estimates of the potential clientele range from 2,000 to 5,000. Though the Friend to Friend program of ECS may have only 35 people in the building at any given time, it may see twice that number in a six hour day as individuals come and go. ECS anticipates that there will be an average turnover rate of 50% of the population every two hours. This means that if the census at 1:00 p.m. is 100 persons and the census at 3:00 p.m. is still 100 there will actually have been 150 different persons in the facility in that two hour period. Simply counting the entrances of 150 individuals in a two hour period is a daunting task.

The assessment capability of the Day Center is also severely limited by the scope of this operation. ECS does believe that assessment activities can be done but they will need to be in the nature of "snap shots" of the client population. ECS will actively recruit social work and/or urban planning student interns who are interested in using the Day Center setting to do baseline research on the homeless population. Random hours of random days over a period of several months would be selected as the assessment hours. During these hours, researchers would make a concerted effort to interview as many guests of the Day Center as possible. Some

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

number, such as every seventh interview, might be more in depth. Data gathered in such a manner could be used to draw some conclusions about the general population of the Day Center. Done over time, such data gathering could become a valuable resource for assessment concerning trends among the homeless population who use the Day Center.

Day Center staff would also be trained in assessment criteria based on social behavior and group dynamics. Ability to orient in time, space and function is often most clear in group behavior. Such visual assessment of clusters of Day Center participants could be done several times during each working shift by all staff of the Center. Daily logs of such observations would be assembled and used for regular reporting purposes.

Advisory Board: ECS will recruit a volunteer advisory board which will meet at least bimonthly to review the operation of the Day Center. We would endeavor to assure that the advisory board, with a membership of 7-9, would have representatives of downtown business and civic groups, Metro Area social service providers, community volunteers, academics related to social services or urban planning and at least one individual who has had experience living on the streets of San Diego. ECS will convene this Advisory Board at least one month prior to opening the facility for a review of policies and procedures related to Center operation.

Linkages: As an active member of the San Diego County Emergency Resource Group, the Metropolitan Area Providers of Social Services and the Interagency Coalition on the Homeless, ECS will have regular opportunities for sharing and receiving information and concerns about the operation of the Day Center. The Program Director of the Day Center will build more in-depth relationships with other segments of the downtown community both during project start-up and as an ongoing task.

Formal linkages for area agencies to provide referred staff and/or outreach workers who will work on-site at the Day Center have not, as yet, been developed. Again, this will be a priority task for the start-up work of the Program Director. ECS has approached several agencies during the development of this program bid concerning such linkage agreements. We have found that though other agencies would like to offer assurances about participation in the Day Center program, they find that their own resources are stretched extremely thin. We anticipate that when the Day Center nears completion we will have greater success in establishing linkage agreements.

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

One strategy which we will pursue is to have an open house for management and line staff of social service providers before the Day Center opens. A morning and afternoon session will be hosted by the Director of Transition Programs and the Program Director for the Day Center. In addition to tours of the facility, a workshop will be offered twice during the day to explain the philosophy and program of the Day Center. Following that presentation, we will facilitate an open forum that will address how area agencies might benefit from participation in the ongoing work of the Day Center. We anticipate that such an event will stimulate several working agreements for referred staff, outreach workers and trainers for group workshops.

Fund Raising: From the attached budget it is clear that Episcopal Community Services does not believe that the San Diego Day Center for the Homeless can function on the \$125,000 contained within the City contract. That amount will only be sufficient for payment of staff salaries, taxes and benefits, insurance, equipment, telephone, travel, printing and accounting costs. ECS anticipates a need for at least \$66,400 per year in donations, either direct or in-kind, in order to safely and effectively operate the Day Center.

If ECS is awarded the contract to operate the Day Center, we will immediately begin raising money from the private sector to underwrite the additional costs of the Day Center. Our goal will be to have at least the first year's operation fully underwritten before the Center opens. In order to accomplish this goal, and to assure that all policies, procedures and staff are in place when the Center is ready to open, ECS will hire a Program Director to head the process of fund raising and final program development as soon as we have received at least \$10,000 in donations. In effect, we will create a third budget year of approximately 4-6 months (depending on the actual opening date of the Day Center) that will be underwritten entirely by donations. From the award of the contract through the completion of two years of Center operations, ECS anticipates needing to raise approximately \$150,000 in outside funding. We have already begun the search for foundation and grant money that might supply some of this amount.

In our fund raising efforts for the Day Center, ECS will make it clear that we are raising money designated solely for the Day Center and not for other operating expenses of Episcopal Community Services. All money raised for the Day Center will be deposited into a designated account for the Day Center and used solely for its operation and management. If, for any reason, ECS does not continue to operate the Day Center, any funds in this account would be turned over to the subsequent operator. If the Day Center should be closed before all funds are expended, any remaining funds would be turned over to the Regional Task Force on the Homeless to

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

be allocated as it sees fit to other projects addressing the needs of people who are homeless.

Staff Development and Training: Episcopal Community Services believes that the recruitment and thorough training of on-site staff will be critical to the successful and safe operation of the Day Center. It would be our recommendation that City funds for operation of the Center begin flowing one month prior to opening of the facility so that staff can be brought on board for training at the Center site prior to occupancy. How this is done can be a matter of negotiation in the contract but we feel that it is a critical need that must be addressed. The first six weeks of open operation of the Day Center are going to be the most stressful and the most dangerous. It is imperative that the staff be in place and well trained in anticipation of this dynamic.

Management Reports

The same dynamics which impact assessment activities are going to make thorough management reports equally as difficult. We anticipate that the average number of entrances to the facility per day will be at least 500. We do not see that we can even go so far as to enumerate unduplicated visits without creating a data keeping and clerical task that will be beyond the scope of the staff level we are able to provide for the Center. We do believe that it is important to know how many people come through the front gate of the Day Center. We would recommend installation of a turnstile which will do automatic counting. We would keep an hourly record of the number of entrances recorded on the turnstile so that, over time, we could develop flow charts that monitor patterns of usage. We will also see that the staff enter brief notes in a daily log that records weather information and other factors that affect the census. For instance, we would expect fewer people on rainy days and days when there are special events such as the Mayor's Christmas Shelter.

Referred staff from other agencies will be asked to sign in and out of the Center. Prior to departure we will ask them to complete a brief form which asks for estimates of the number of people they spoke with, demographics, and type of information or referrals provided. Staff will record attendance at all group sessions, including Town Meetings. Recording numbers of showers and loads of laundry will be more problematic but could be estimated by staff. A mechanical counter will be kept at the mail window to record the number of people who use that service on any given day.

Though record keeping will be, in some ways, a hopeless task, it is one that we will continually refine in an effort to determine

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

which services are most in demand, which use most staff time and which might be dropped in the future.

In addition to this data keeping, ECS will provide a copy of our monthly accounting reports that will indicate all expenses and income related to the operation of the Day Center. We will document numbers of volunteers and volunteer hours each month. We will document staff hours and community outreach contacts.

ECS would be glad to negotiate the provision of other data that the City and/or the Regional Task Force on the Homeless feel would be helpful in assessing the place of the Day Center in our community's response to the needs of people who are homeless.

References

Stuart Bardach, LCSW
Vista Hill Foundation
Homeless Project
432 F Street
San Diego, CA 92101
Phone: 234-1152

Henry Tarke, LCSW
Central Region Manager
Mental Health Services
Department of Health Services
3851 Rosecrans Street
San Diego, CA 92110
Phone: 692-8745

DAY CENTER PROPOSAL

EPISCOPAL COMMUNITY SERVICES

Stan Schroeder
Private Industry Council/
Regional Employment and Training Consortium
1551 Fourth Avenue
San Diego, CA 92101
Phone: 238-1445

1) The attached budget pages reflect an annual budget based on staff employment coinciding with the opening of the facility. These budget pages do not reflect the pre-project costs of employing a Program Director and staff in advance of the facility's opening. Those costs would total \$12,000 - \$15,000 depending on the length of time between contract award and formal project start-up. We plan to cover such pre-project costs through solicitation of donations.

2) The choices made by ECS in allocation of expenses within the budget to City and Other represent a strategy for raising additional funds. We tried to allocate the "basic" costs of Center operation such as staff salaries to the City money. It is our opinion that outside funding will be easier to raise if it is made clear that this money supports basic services to individuals who are homeless rather than staff and facility costs.

3) Our estimate of costs for major items such as utilities are based upon the experience of providing shower and laundry services at existing facilities such as the Friend to Friend Clubhouse, New Life Ministries and St. Vincent de Paul/Joan Kroc Center.

PROJECT BUDGET SUMMARY

| BUDGET CATEGORY | CITY COST | OTHER* | TOTAL |
|-----------------------|-----------|--------|--------|
| <u>PERSONNEL</u> | | | |
| Salaries & Wages | 81,800 | - | 81,800 |
| Fringe Benefits | 16,300 | - | 16,300 |
| TOTAL PERSONNEL | 98,100 | - | 98,100 |
| <u>NON-PERSONNEL</u> | | | |
| Supplies | - | 21,400 | 21,400 |
| Postage | - | 600 | 600 |
| Food | - | - | - |
| Contractual Services | - | - | - |
| Maintenance/Repair | - | 7,500 | 7,500 |
| Publications/Printing | 3,000 | - | 3,000 |
| Travel | 500 | - | 500 |
| Rent | - | - | - |
| Equipment Rental | - | 1,500 | 1,500 |
| Other | 23,400 | 35,400 | 58,800 |
| TOTAL NON-PERSONNEL | 26,900 | 66,400 | 93,300 |
| TOTAL PROJECT | | | |

* If the project is to be partly funded from a source or sources other than the City, e.g., Federal, State, County, private grant funds, fees or donations, enter the amounts to be charged to "other" sources. Also list the sources and the total amount from each source below.

PROJECT BUDGET

| BUDGET CATEGORIES AND LINE ITEM DETAIL | |
|--|-----------------|
| 1. PERSONNEL: SALARIES & WAGES | COST |
| 1.0 FTE Program Director | \$25,000 |
| 0.5 FTE Volunteer Coordinator | 10,000 |
| 3.0 FTE Monitors @ | 46,000 |
| | TOTAL
81,500 |
| 2. PERSONNEL: FRINGE BENEFITS | COST |
| Payroll Taxes
Health, Dental, & Life Insurance
(total 20% of salary) | 16,300 |
| | TOTAL
16,300 |
| TOTAL PERSONNEL | 98,100 |

PROJECT BUDGET

| BUDGET CATEGORIES AND LINE ITEM DETAIL | |
|--|--------|
| 3. SUPPLIES | COST |
| Household | 600 |
| Office | 1,000 |
| Sanitary | 5,000 |
| Towels | 400 |
| Laundry Service | 6,000 |
| Hygiene | 2,400 |
| Cleaning | 6,000 |
| | TOTAL |
| | 21,400 |
| 4. POSTAGE | COST |
| | |
| | TOTAL |
| | 600 |
| 5. FOOD | COST |
| | |
| | TOTAL |
| | -0- |
| 6. CONTRACTUAL SERVICES | COST |
| | |
| | TOTAL |
| | -0- |

PROJECT BUDGET

BUDGET CATEGORIES AND LINE ITEM DETAIL

| 7. MAINTENANCE/REPAIR | COST |
|---------------------------------|----------------|
| | |
| | TOTAL
7,500 |
| 8. PUBLICATIONS/PRINTING | COST |
| | |
| | TOTAL
3,000 |
| 9. TRAVEL | COST |
| Local Staff travel @ \$.24/mile | |
| | TOTAL
500 |
| 10. RENT | COST |
| | |
| | TOTAL
-0- |

PROJECT BUDGET

| BUDGET CATEGORIES AND LINE ITEM DETAIL | |
|--|-----------------|
| 11. EQUIPMENT RENTAL | COST |
| Copy Machine | |
| | TOTAL
1,500 |
| 12. INSURANCE | COST |
| | |
| | TOTAL
8,000 |
| 13. UTILITIES | COST |
| | |
| | TOTAL
30,000 |
| 14. TELEPHONES | COST |
| 3 phone, 3 line system with additional
1 line for Electronic Bulletin Board | |
| | TOTAL
3,600 |

PROJECT BUDGET

| BUDGET CATEGORIES AND LINE ITEM DETAIL | |
|--|-----------------|
| 15. EQUIPMENT PURCHASES | COST |
| Typewriters (2) | 700 |
| Filing Cabinets (2) | 200 |
| Desks (2) | 500 |
| | TOTAL
1,400 |
| 16. OTHER | COST |
| Management costs for accounting, personnel,
audit, etc. Charges @ 9% of expenses. | |
| | TOTAL
15,800 |
| TOTAL NON-PERSONNEL | 93,300 |
| TOTAL PROJECT COST | 191,400 |



THE CITY OF

SAN DIEGO

EQUAL OPPORTUNITY PROGRAM FOR BUSINESSES CONTRACTING WITH THE CITY OF SAN DIEGO

The City Council is committed to an Equal Opportunity Program pursuant to applicable State and Federal laws and guidelines, to provide Equal Opportunity in all activities of the City and its agencies, including employment of individuals and firms which contract with the City.

— CITY COUNCIL POLICY 300-10
MAY 9, 1983

— CERTIFICATE OF COMPLIANCE — (PRINT OR TYPE)

EPISCOPAL COMMUNITY SERVICES

NAME OF BUSINESS

3776 Fourth Avenue San Diego CA 92103
STREET SUITE CITY STATE ZIP

The objectives of the Equal Opportunity Program for businesses contracting with the City of San Diego, recorded with the City Clerk as approved on March 4, 1985, by City Council Resolution 262633, are to promote equality of opportunity and to prohibit discrimination in employment practices. The requirements of the Equal Opportunity Program apply to individuals, vendors, consultants, grantees, lessees, and banks contracting with the City of San Diego.

As an authorized official for the above named business, I hereby certify by the signature affixed below that said business will comply with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted as well as those requirements addressed by the City of San Diego's Equal Opportunity Program, recorded with the City Clerk as Document RR-262633.

Further, upon request by the City of San Diego, I will submit a current Workforce Analysis Form and if required, an Equal Opportunity Plan which addresses the affirmative actions that will be taken by business to achieve the City's goals for the employment of minorities, women, and the handicapped.

Glenn S. Allison

Printed Name of Authorized Official

Executive Director

Title


Signature of Authorized Official

10/10/89
Date

Mail to: City of San Diego
Equal Opportunity Administration
City Administration Building
202 C Street
San Diego, CA 92101

CORRECTED COPY

(R-90-1502)

RESOLUTION NUMBER R- 275416

ADOPTED ON APR 02 1990

BE IT RESOLVED, by the Council of The City of San Diego, as follows:

1. That the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, a lease agreement with the STATE OF CALIFORNIA, acting by and through its Department of Transportation, for approximately 25,000 square feet of land on 17th Street, between K and L Streets, for use as a homeless day center, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 275416.

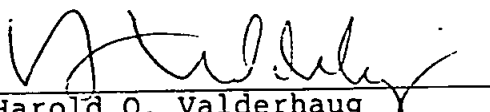
2. That the City Manager is hereby authorized to accept the generous contribution of \$125,000 from the Regional Task Force on the Homeless to provide funding for the operation of the Neil Good Day Center, and to place said contribution in Fund 19620.

3. That the City Auditor and Comptroller is hereby authorized to expend not to exceed \$125,000 from Fund 19620 for the operation of the Neil Good Day Center.

4. That the City Auditor and Comptroller is hereby authorized to expend not to exceed \$2,560 from the FY 1990

Community Services budget for lease option/rental costs for the
above described 25,000 square feet of land on 17th Street.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/21/90
Or.Dept:Prop.
Aud.Cert:9000807
Job:219532
R-90-1502
Form=r.none

Passed and adopted by the Council of The City of San Diego on
APR 02 1990 by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Pratt, Bernhardt, Henderson, McCarty,
Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: MAYDELL L. PONTECORVO, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R-275416, passed
and adopted by the Council of The City of San Diego, California
on APR 02 1990.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: *Maydell L. Pontecorvo*, Deputy

*Jim Collins
S/A*

(R-90-1503)

RESOLUTION NUMBER R- 275417

ADOPTED ON APR 02 1990

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified that the information contained in ENVIRONMENTAL NEGATIVE DECLARATION EQD NO. 86-0955, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970, as amended, and the State guidelines thereto, and has been reviewed and considered by this Council.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/21/90
Or.Dept:Prop.
Job:219532
R-90-1503
Form=r.end

CORRECTED COPY

Collins
51-A

(R-90-1504)

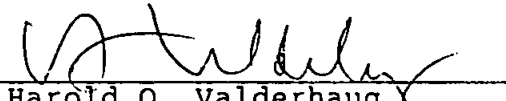
RESOLUTION NUMBER R-275418

ADOPTED ON APR 02 1990

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, an agreement with EPISCOPAL COMMUNITY SERVICES, INC., for the operation of the Neil Good Day Center, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No. RR-275418 .

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/21/90
Or.Dept:Prop.
Job:219532
R-90-1504
Form=r.none

(R-90-1504)

RESOLUTION NUMBER R-275418

ADOPTED ON APR 02 1990

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized and empowered to execute, for and on behalf of The City of San Diego, an agreement with EPISCOPAL COMMUNITY SERVICES, INC., for the operation of the Neil Good Day Center, under the terms and conditions set forth in that agreement on file in the office of the City Clerk as Document No. R- 275418 .

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/21/90
Or.Dept:Prop.
Job:219532
R-90-1504
Form=r.none

Passed and adopted by the Council of The City of San Diego on

APR 02 1990 by the following vote:

YEAS: Wolfsheimer, Roberts, Hartley, Pratt, Bernhardt, Henderson,
McCarty, Filner, Mayor O'Connor.

NAYS: None.

NOT PRESENT: None.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: RHONDA R. BARNES, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R-275418, passed
and adopted by the Council of The City of San Diego, California
on APR 02 1990.

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

(SEAL)

By: Rhonda R. Barnes, Deputy

Jim Collins
51-A

(R-90-1505)

RESOLUTION NUMBER R-275419

ADOPTED ON APR 02 1990

BE IT RESOLVED, by the Council of The City of San Diego, that the facility to be built on the approximately 25,000 square-foot parcel of land on 17th Street, between K and L Streets, and operated by Episcopal Community Services, Inc., is hereby named "NEIL GOOD DAY CENTER," in remembrance of Neil Good's contributions to the community on behalf of the homeless.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
03/21/90
Or.Dept:Prop.
Job:219532
R-90-1505
Form=r.none

CITY of SAN DIEGO
MEMORANDUM

FILE NO.:

DATE : May 21, 1990
TO : Dave Allsbrook, Centre City Development Corporation
FROM : Marianne Munsell, Office of the City Architect
SUBJECT: EXTENSION OF TIME ON CONDITIONAL USE PERMIT #86-0955
DAY CENTER ON SEVENTENTH STREET

CENTRE CITY
DEVELOPMENT
CORPORATION

MAY 22 1990

Orig. To: DH
Copy To: _____

The request for an extension of time for Conditional Use Permit #86-0955 is hereby granted. The extension is for one year only from July 6, 1990 to July 6, 1991 according to Section 103.602.1 of the Municipal Code. The original permit was for a period of three years with an allowance for a one year extension.

Marianne Munsell

pursuant to this section only if there is no buyer. The lease shall be for one dollar (\$1) per month. The lease amount may be paid in advance of the term covered in order to reduce the administrative costs associated with the payment of the monthly rental fee.

Any lease executed pursuant to this section shall also provide for the cost of administering the lease.

The administrative fee shall not exceed five hundred dollars (\$500) per year unless the department determines that a higher administrative fee is necessary.

(b) The Legislature finds and declares that the lease of real property pursuant to this section serves a public purpose.

(c) Any lease executed pursuant to subdivision (a) for airspace under the interchange of Route 4 and Route 5 in San Joaquin County shall provide for the rescission of existing leases of this airspace between the department and the City of Stockton and for the refunding of any rent paid pursuant to those leases for periods commencing on or after January 1, 1988.

SEC. 2. Section 104.18 is added to the Streets and Highways Code, to read:

104.18. (a) Real property in the City of San Diego between 17th Street and the west side of Route 5 between the southbound onramp and the offramp near J Street, which was acquired for highway purposes and which is not excess property, may be leased by the department to a city, county, or other political subdivision or another state agency for emergency shelter or feeding program purposes.

(b) The lease shall be for one dollar (\$1) per month. The lease amount may be paid in advance of the term covered in order to reduce the administrative costs associated with the payment of the monthly rental fee. The lease shall require the payment of an administrative fee not to exceed five hundred dollars (\$500) per year, unless the department determines that a higher administrative fee is necessary, for the department's cost of administering the lease.

(c) The Legislature finds and declares that the lease of real property pursuant to this section serves a public purpose.

SEC. 3. The Legislature hereby finds and declares as follows:

(a) Certain parcels of land in the City and County of San Francisco were originally acquired by the Department of Transportation with the aid and participation of the federal government pursuant to the Federal Aid to Highways Act. The land was to be used as part of the Interstate 280 Freeway in San Francisco between Sixth Street, the San Francisco-Oakland Bay Bridge, and State Route 480. The Federal Highway Administration subsequently approved the withdrawal of that portion of Route 280 between Sixth Street and the San Francisco-Oakland Bay Bridge from the Interstate System, and approved the alternatives contained in the I-280 Transfer Concept Program. On June 19, 1986, the Federal Highway Administration was advised of the final selection of six substitute projects agreed upon by the City and County of San Francisco, the

department, and the Metropolitan Transportation Commission.

(b) A public highway purpose is served by transferring the real property described in this act to the City and County of San Francisco for approved substitute transportation projects.

SEC. 4. Section 580.2 is added to the Streets and Highways Code, to read:

580.2. (a) Notwithstanding any other provision of law and subject to subdivision (b), the department shall convey to the City and County of San Francisco, at no cost, the title to real property originally acquired by the department for the portion of Route 280 which was subsequently withdrawn from the Interstate System, which is jointly determined by the department and the City and County of San Francisco to be required for rights-of-way for the substitute transportation projects approved by the Federal Highway Administration.

(b) The department shall not convey title to that real property, unless the City and County of San Francisco agrees to assume full responsibility for any unsatisfied contractual and legal obligations incurred by the department when the department acquired the property.

(c) If the real property ceases to be used for one of the six substitute projects that were included in the I-280 Transfer Concept Program which was reported to the Federal Highway Administration on June 19, 1986, title to the real property shall revert to the department.

SEC. 5. This act is an urgency statute necessary for the immediate preservation of the public peace, health, or safety within the meaning of Article IV of the Constitution and shall go into immediate effect. The facts constituting the necessity are:

In order that real property, which is no longer needed for the state highway purposes for which it was acquired, or which is being held for future highway use, may be made available at the earliest possible time for essential approved substitute transportation projects, or be temporarily used for other public purposes, it is necessary for this act to take effect immediately.

Senate Bill No. 2005

CHAPTER 242

An act to amend Section 104.17 of, and to add Sections 104.18 and 580.2 to, the Streets and Highways Code, relating to highways, and declaring the urgency thereof, to take effect immediately.

[Approved by Governor July 11, 1990. Filed with
Secretary of State July 13, 1990.]

LEGISLATIVE COUNSEL'S DIGEST

SB 2005, Kopp. Highways: disposition of property.

(1) Existing law authorizes the Department of Transportation to acquire real property for highway purposes, and prescribes the manner of disposing of property acquired but not needed for highway purposes.

This bill would require the department to convey to the City and County of San Francisco, at no cost, real property acquired for a portion of Route 280 which was subsequently withdrawn from the National System of Interstate and Defense Highways, for use by the City and County of San Francisco for substitute transportation projects, as specified.

The bill would make legislative findings and declarations.

(2) Existing law authorizes the department, under specified conditions, to lease to specified public entities, certain described real property in the City of San Diego for \$1 per month, for emergency shelter or feeding program purposes, if there is no buyer for the property.

This bill would, instead, authorize the department to lease that property to those entities for \$1 per month for those purposes, if the property was acquired for state highway purposes and is not excess property. It would remove the requirement that there be no buyer for the property. The bill would make a conforming change in a related provision of existing law.

(3) The bill would declare that it is to take effect immediately as an urgency statute.

The people of the State of California do enact as follows:

SECTION 1. Section 104.17 of the Streets and Highways Code is amended to read:

104.17. (a) The department may provide information regarding, and may lease, airspace under the interchange of Route 4 and Route 5 in San Joaquin County and on the northeast corner of Route 101 and De La Vina Street in the County of Santa Barbara, to a city, county, or other political subdivision or another state agency for emergency shelter or feeding program purposes. Property may be leased

DEPARTMENT OF TRANSPORTATION (CALTRANS)
ENCROACHMENT PERMIT

DM-100-202A (REV. 2/82)

| | |
|--------------------------------|---------------|
| Permit No.
11-90-NAS1013 | |
| Dist/Co/Rte/PM
11-SD-5/14.6 | |
| Date
January 3, 1991 | |
| Fee Paid in Advance
\$ N/C | Deposit
\$ |
| Bond Amount
\$ | |
| Bond Company | |
| Bond Number | |

In compliance with (Check one):

- ☒ Your application of October 26, 1990
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO:

CITY OF SAN DIEGO
225 BROADWAY SUITE 1100
SAN DIEGO CA 92101

RECEIVED

JAN 7 1991

PROPERTY DEPT.

, PERMITTEE

Attention Dave Allsbrook (619) ~~236-7101~~
235-2200

and subject to the following, PERMISSION IS HEREBY GRANTED to enter upon State highway right of way in the City of San Diego on Route 5, post mile 14.6, left side, between "K" Street and Imperial Avenue and east of 17th Street, in Caltrans airspace to construct and maintain a day center for the homeless, as shown on the attached plans, and in accordance with the requirements and conditions contained herein and as further directed or approved by the State's Inspector; Mr. Jim Wiggins, telephone number (619) 688-6843.

The State's Inspector shall be notified two working days prior to starting work.

Working hours shall be as directed or approved by the State's Inspector.

No vehicles or equipment shall be parked within the highway right of way at any time, except for those vehicles or that equipment actually engaged in the work, during the working hours specified herein.

(Continued)

The following attachments are also included as part of this permit (Check applicable):

- | | |
|---|--|
| ☒ Yes | General Provisions |
| ☐ Yes ☒ No | Utility Maintenance Provisions |
| ☐ Yes ☒ No | Special Provisions |
| ☐ Yes ☒ No | A Cal-OSHA permit required prior to beginning work |
| | * _____ |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| ☐ Yes | ☒ No | Review |
| ☐ Yes | ☒ No | Inspection |
| ☒ Yes | _____ | Field work |

(If any Caltrans effort expended)

☐ Yes ☒ N/A The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before December 31, 19 91
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

SCS:gt

cc: Permits

DLBradfield-Reg. Mgr.

JWiggins-Insp.

Permittee

GGrimes- R/W

APPROVED:

JESUS M. GARCIA

District Director

BY:

HOWARD E. JACKSON

District Permit Engineer

The State of California, Department of Transportation makes no assurance or expressed warranty that the plans are complete or that the planned construction fits field conditions. Should additional work or modifications of the work be required in order to meet established Department Standards or in order to fit field conditions, the work shall be performed by permittee as directed by the State's Inspector at no cost to the State.

All work shall be performed in accordance with the current Department of Transportation Encroachment Permit Utility Provisions dated July 1987.

Traffic control when permitted or required shall be as directed by the State's Inspector.

Permittee shall not access the work site from the adjacent ramps or freeway at any time. The work site shall be accessed from 17th Street only.

Upon completion of the installation, the permittee shall submit two (2) sets of mylar or equivalent "As Built" drawings to the State showing the actual location of the facility to the nearest 0.1 foot horizontally and vertically.

"As Built" plans shall be signed by a *licensed Land Surveyor or Civil Engineer.

Locations shall be tied to points that are compatible with State's datum for the area. If no datum exists, permanent reference points shall be set that can be used to accurately locate the facilities.

Upon completion of the work, the attached card shall be completed and returned.

The following district Standard Special Provisions are generalizations of the Department Standard Specifications and are included only as a permittee convenience. Permittee's attention is directed to the current Department Standard Specifications for complete, unabridged, specification requirements.

Once begun, that portion of the work within the State highway right of way shall be prosecuted to completion as rapidly as possible.

The permittee is responsible for locating and protecting all utilities both underground and aerial. Any costs incurred for locating and protecting and/or relocating any utilities shall be borne by the permittee.

Five days prior to the start of work, trench excavation safety plans for any trench more than 5 feet deep shall be submitted to the Permit Inspector for review by the District 11 Bridge Engineer.

ENCROACHMENT PERMIT GENERAL PROVISIONS

DM-M-P-202B (Rev. 1/89)

1. **Authority:** Each Encroachment Permit is issued in accordance with Chapter 3 of Division 1, commencing with Section 660, et seq., of the Streets and Highways Code (SHC).
2. **Revocation:** Except as otherwise provided for public corporations, franchise holders, and utilities, Encroachment Permits are revocable on five (5) days' notice. These General Provisions, Utility Maintenance Provisions, and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the State highway right-of-way.
3. **Responsible Party:** No party other than the named permittee or their agent is authorized to work under any permit.
4. **Acceptance of Provisions:** It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
5. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the permittee shall notify the designated Department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the Department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Department's representative.
6. **Standards of Construction:** All work performed within the highway shall conform to recognized standards of construction and the current Department Standard Specifications, Standard Plans and Manual on High and Low Risk Facilities Within Highway Rights-of-Way and any Special Provisions relating thereto.
7. **Inspection and Approval by the Department:** All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.
8. **Keep Permit on the Work Site:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**
9. **Conflicting Permits:** If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the Department.
10. **Permits From Other Agencies:** The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the Department's permit.
11. **Provisions for Pedestrians:** Where facilities exist, a minimum sidewalk and bikepath width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
12. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the Manual of Traffic Controls issued by the Department. Traffic control for day or nighttime lane closures shall be in conformance with Department Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.
13. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department.
14. **Storage of Equipment and Materials:** The permittee shall install temporary railing (Type K) between any lane carrying public traffic and any obstacle, material stored, or equipment parked within twelve feet (12') of the lane. Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).
15. **Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the Department.
16. **Making Repairs:** In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the State highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the Department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.
17. **Permits for Record Only:** If occupation of highway right-of-way is under joint use agreement or under prior easement, Encroachment Permits will be issued to the permittee for the purpose of providing the Department with notice and a record of work. The permit will also specify the current terms and conditions relating to public safety. No new or different rights or obligations are intended to be created by the permit in such cases, and all such prior rights shall be fully protected. Encroachment Permits issued in such cases shall have designated across the face thereof, "Notice and Record Purposes Only". (District Office of Right of Way must give approval for this designation.)
18. **Clean Up Right-of-Way:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.
19. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the State right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the State for such work.
20. **Actual Cost Billing:** When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the Department for Encroachment Permits.
21. **Submit Plan:** For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish five (5) sets of plans showing location and construction or other activity with its application. Thirty (30) days after

completion and acceptance of the work, one (1) set of as-built plans shall be submitted to the District.

22. **Bonding:** This permit shall not be effective for any purpose unless, and until the permittee files with the Department a surety bond when required by the Department in the form and amount required by the Department. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the Department.
23. **Maintenance of Highways:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to State facilities resulting from the encroachment.
24. **Responsibility for Damage:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.
- The permittee shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the

performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

25. **Federal Civil Rights Requirements for Public Accommodation:** A. The permittee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors, 3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operated on, over, or under the space of the right-of-way, and 4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of commerce, part 8 (15 C.F.R. Part 8) and as said Regulations may be amended. B. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities

thereon, and hold the same as if said permit had never been made or issued.

26. **No Precedent Established:** this permit is issued with the understanding that any particular action is not to be considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of State highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.
27. **Archaeological:** The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.
28. **Future Moving of Installations:** If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever State construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the Department, shall comply with said request.
29. **Prevailing Wages:** Construction, alteration, demolition, repair or maintenance work performed under a permit issued by the Department of Transportation may require the owner/permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations. See California Labor Code, Division 2, Part 7, (commencing with section 1720), Streets and Highways Code, Chapter 3, Article 2 Section 671.1, and Opinion of the Attorney General of the State of California, No. 86-803, dated December 31, 1986.
- Inquiries or requests for interpretations relative to the enforcement of prevailing wage requirement should be directed to the State of California, Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.

DEPARTMENT OF TRANSPORTATION (CALIFORNIA)
ENCROACHMENT PERMIT
DM-M-P-202A (REV. 2/82)

In compliance with (Check one):

- ☒ Your application of May 4, 1990
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO:

CITY OF SAN DIEGO
202 "C" STREET
SAN DIEGO CA 92019

| | |
|----------------------------------|---------------|
| Permit No.
11-89-NFN0875 | |
| Dist/Co/Rta/PM
11-SD-5/R14.65 | |
| Date
May 14, 1990 | |
| Fee Paid in Advance
\$ N/C | Deposit
\$ |
| Bond Amount
\$ | |
| Bond Company | |
| Bond Number | |

, PERMITTEE

ATTENTION ROBERT COLLINS (619) 236-5518

and subject to the following, PERMISSION IS HEREBY GRANTED to: enter upon State highway right of way in the City of San Diego on Route 5, on the west side, just south of "K" Street off of 17th Street post mile R14.65, to allow the City of San Diego to remove approximately 30 feet of access control chain link fence and place enough temporary chain link fencing to allow for a temporary stage to be placed on Caltrans right of way and to allow the Mayor of San Diego and a small party of people to perform a ground breaking ceremony for a Homeless Center, in accordance with the requirements and conditions as contained herein and as further directed or approved by the State's Inspector, Mr. Jim Wiggins, telephone number (619) 237-6843.

The State's Inspector shall be notified two working days prior to starting work.

Working hours shall be as directed or approved by the State's Inspector. No work shall be done on Saturdays, Sundays, or holidays.

(Continued)

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|--|
| ☒ Yes | ☐ No | General Provisions |
| ☐ Yes | ☒ No | Utility Maintenance Provisions |
| ☐ Yes | ☒ No | Special Provisions |
| ☐ Yes | ☒ No | A Cal-OSHA permit required prior to beginning work |
| | | * _____ |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| ☐ Yes | ☒ No | Review |
| ☐ Yes | ☒ No | Inspection |
| ☒ Yes | _____ | Field work |

(If any Caltrans effort expended)

☐ Yes ☒ NA The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before June 30, 19 90
This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.
No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

SCS:gt

cc; Permits
DBradfield, Reg. Mgr.
JWiggins, Insp.
Permittee ✓

APPROVED:

JESUS M. GARCIA

District Director

BY:

HOWARD E. JACKSON

District Permit Engineer

Once begun, that portion of the work within the State highway right of way shall be prosecuted to completion as rapidly as possible.

All work shall be performed with as little inconvenience and/or interference to public traffic as possible.

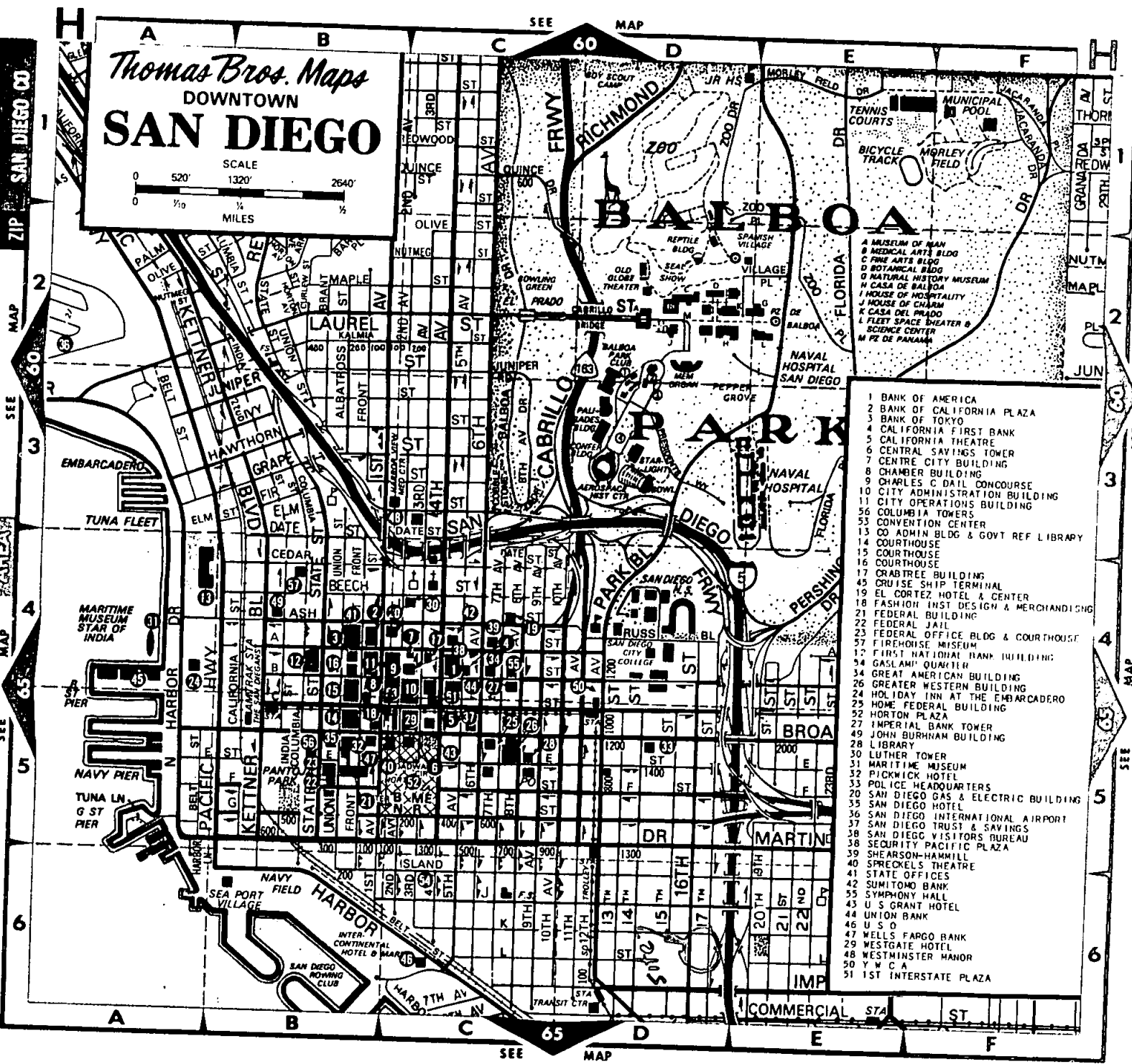
The State's Inspector shall be notified two working days prior to starting work.

The fence shall be replaced per the attached detail as soon as possible and at no time shall this opening in the access control fence be left unattended during the removal or replacement operation.

Upon completion of the work, the attached card shall be completed and returned.

Thomas Bros. Maps DOWNTOWN SAN DIEGO

SCALE
0 520' 1320' 2640'
0 1/16 1/8 1/4
MILES



4
No.

17th St.
One Way
↓

J ST.

closure

Temp. Fence

audience

Stage

30'

closure

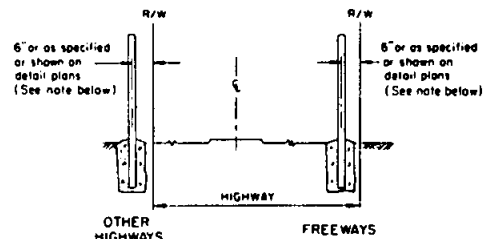
From I-5 So.

To I-5 So.

I-5 So.
↓

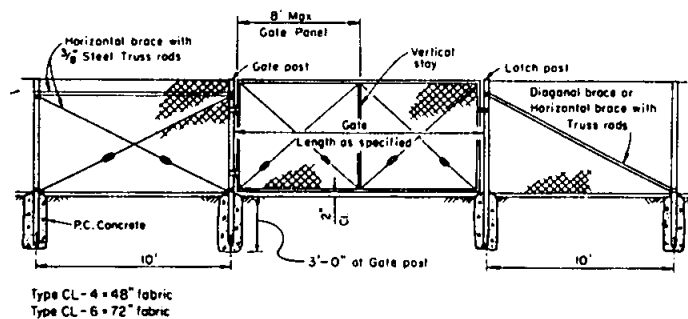
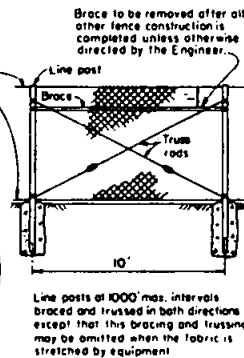
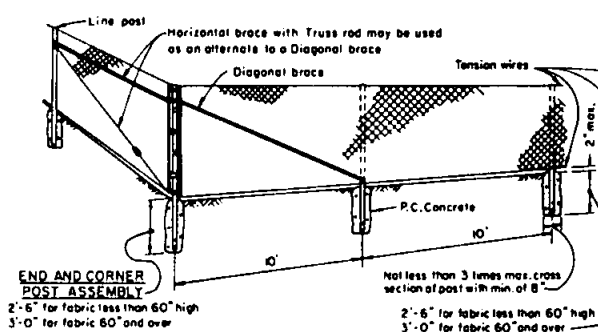
Stage will have
back drop to prevent
access to property.

Fence to be
replaced following
ground breaking
ceremony.



NOTE: Offset to be 2'-0" at monument locations, measured at rt. angles to R/W lines. Taper to achieve offset to be at least 20' long.

FENCE LOCATION



TYPICAL FABRIC MOUNTING DETAILS

| TYPICAL MEMBER DIMENSIONS (See Notes) | | | | | | | | | |
|---------------------------------------|--------------|-----------------|-----------------|---------------------------|-----------------|-----------------|--------------|-----------------|-----------------|
| FENCE HEIGHT | LINE POSTS | | | END, LATCH & CORNER POSTS | | | BRACES | | |
| | ROUND (I.D.) | H | ROLL FORMED | ROUND (I.D.) | ROLL FORMED | ROLL FORMED | ROUND (I.D.) | H | ROLL FORMED |
| 6' and Less | 1 1/2" | 1 1/2" x 1 1/2" | 1 1/2" x 1 1/2" | 2" | 3 1/2" x 3 1/2" | 2" x 1 1/2" | 1 1/2" | 1 1/2" x 1 1/2" | 1 1/2" x 1 1/2" |
| Over 6' | 2" | 2 1/4" x 2" | 2" x 1 1/2" | 2 1/2" | 3 1/2" x 3 1/2" | 2 1/2" x 2 1/2" | 1 1/2" | 1 1/2" x 1 1/2" | 1 1/2" x 1 1/2" |

NOTES:

- The above table shows examples of post and brace sections which may comply with the Specifications.
- Sections shown in the tables must also comply with the strength requirements and other provisions of the Specifications.
- Other sections which comply with the strength requirements and other provisions of the Specifications may be used on approval of the Engineer.
- Options exercised shall be uniform on any one project
- Dimensions shown are nominal

| GATE POST | | | |
|----------------|----------------------|--------------|-----------------|
| FENCE HEIGHT | GATE WIDTHS | NOMINAL I.D. | WEIGHT PER FOOT |
| 6'-0" and Less | Up thru 6' | 2 1/2" | 4.95 |
| | Over 6' thru 12' | 4" | 10.79 |
| | Over 12' thru 18' | 5" | 14.62 |
| | Over 18' to 24' Max. | 6" | 18.97 |
| Over 6' | Up thru 6' | 3" | 7.58 |
| | Over 6' thru 12' | 5" | 14.62 |
| | Over 12' thru 18' | 6" | 18.97 |
| | Over 18' to 24' Max. | 8" | 28.55 |

NOTE:

Above post dimensions and weights are minimums. Larger sizes may be used on approval of Engineer.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CHAIN LINK FENCE

ENCROACHMENT PERMIT GENERAL PROVISIONS

DM-M-P-202B (Rev. 1/89)

1. **Authority:** Each Encroachment Permit is issued in accordance with Chapter 3 of Division 1, commencing with Section 660, et seq., of the Streets and Highways Code (SHC).
 2. **Revocation:** Except as otherwise provided for public corporations, franchise holders, and utilities, Encroachment Permits are revocable on five(5) days' notice. These General Provisions, Utility Maintenance Provisions, and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the State highway right-of-way.
 3. **Responsible Party:** No party other than the named permittee or their agent is authorized to work under any permit.
 4. **Acceptance of Provisions:** It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
 5. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the permittee shall notify the designated Department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the Department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Department's representative.
 6. **Standards of Construction:** All work performed within the highway shall conform to recognized standards of construction and the current Department Standard Specifications, Standard Plans and Manual on High and Low Risk Facilities Within Highway Rights-of-Way and any Special Provisions relating thereto.
 7. **Inspection and Approval by the Department:** All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.
 8. **Keep Permit on the Work Site:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**
 9. **Conflicting Permits:** If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the Department.
 10. **Permits From Other Agencies:** The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the Department's permit.
 11. **Provisions for Pedestrians:** Where facilities exist, a minimum sidewalk and bikepath width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
 12. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the Manual of Traffic Controls issued by the Department. Traffic control for day or nighttime lane closures shall be in conformance with Department Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.
 13. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department.
 14. **Storage of Equipment and Materials:** The permittee shall install temporary railing (Type K) between any lane carrying public traffic and any obstacle, material stored, or equipment parked within twelve feet (12') of the lane.
- Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).
15. **Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the Department.
 16. **Making Repairs:** In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the State highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the Department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.
 17. **Permits for Record Only:** If occupation of highway right-of-way is under joint use agreement or under prior easement, Encroachment Permits will be issued to the permittee for the purpose of providing the Department with notice and a record of work. The permit will also specify the current terms and conditions relating to public safety. No new or different rights or obligations are intended to be created by the permit in such cases, and all such prior rights shall be fully protected. Encroachment Permits issued in such cases shall have designated across the face thereof, "Notice and Record Purposes Only". (District Office of Right of Way must give approval for this designation.)
 18. **Clean Up Right-of-Way:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.
 19. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the State right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the State for such work.
 20. **Actual Cost Billing:** When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the Department for Encroachment Permits.
 21. **Submit Plan:** For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish five (5) sets of plans showing location and construction or other activity with its application. Thirty (30) days after

completion and acceptance of the work, one (1) set of as-built plans shall be submitted to the District.

22. **Bonding:** This permit shall not be effective for any purpose unless, and until the permittee files with the Department a surety bond when required by the Department in the form and amount required by the Department. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the Department.

23. **Maintenance of Highways:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to State facilities resulting from the encroachment.

24. **Responsibility for Damage:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit.

The permittee shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the

performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

25. **Federal Civil Rights Requirements for Public Accommodation:** A. The permittee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors, 3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating, sleeping, rest, recreation), and operated on, over, or under the space of the right-of-way, and 4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of commerce, part 8 (15 C.F.R., Part 8) and as said Regulations may be amended. B. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities

thereon, and hold the same as if said permit had never been made or issued.

26. **No Precedent Established:** this permit is issued with the understanding that any particular action is not to be considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of State highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.

27. **Archaeological:** The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.

28. **Future Moving of Installations:** If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever State construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the Department, shall comply with said request.

29. **Prevailing Wages:** Construction, alteration, demolition, repair or maintenance work performed under a permit issued by the Department of Transportation may require the owner/permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations. See California Labor Code, Division 2, Part 7, (commencing with section 1720), Streets and Highways Code, Chapter 3, Article 2 Section 671.1, and Opinion of the Attorney General of the State of California, No. 86-803, dated December 31, 1986.

Inquiries or requests for interpretations relative to the enforcement of prevailing wage requirement should be directed to the State of California, Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.

DEPARTMENT OF TRANSPORTATION (CALTRANS)
ENCROACHMENT PERMIT

DM-44-P-202A (REV. 2/82)

| | |
|----------------------------------|---------------|
| Permit No.
11-89-NFN0875 | |
| Dist/Co/Rte/PM
11-SD-5/R14.65 | |
| Date
May 4, 1990 | |
| Fee Paid in Advance
\$ N/C | Deposit
\$ |
| Bond Amount
\$ | |
| Bond Company | |
| Bond Number | |

In compliance with (Check one):

- ☒ Your application of May 1, 1990
- ☐ Utility Notice No. _____ of _____
- ☐ Agreement No. _____ of _____
- ☐ R/W Contract No. _____ of _____

TO:

CITY OF SAN DIEGO
202 "C" STREET
SAN DIEGO CA 92019

PERMITTEE

ATTENTION ROBERT COLLINS (619) 236-5518

and subject to the following, PERMISSION IS HEREBY GRANTED to: enter upon State highway right of way in the City of San Diego on Route 5, on the west side, just south of "K" Street off of 17th Street, post mile R14.65, to allow the Mayor of San Diego and a small party of people to go around the right of way fence and perform a ground breaking ceremony for a Homeless Center, in accordance with the requirements and conditions, as contained herein and as further directed or approved by the State's Inspector, Mr. Jim Wiggins, telephone number (619) 237-6843.

The State's Inspector shall be notified two working days prior to starting work.

Working hours shall be as directed or approved by the State's Inspector. No work shall be done on Saturdays, Sundays, or holidays.

No restriction of the traffic flow on the nearby on- and off-ramp shall be allowed.

(Continued)

The following attachments are also included as part of this permit (Check applicable):

- | | | |
|---|--|--|
| ☒ Yes | ☐ No | General Provisions |
| ☐ Yes | ☒ No | Utility Maintenance Provisions |
| ☐ Yes | ☒ No | Special Provisions |
| ☐ Yes | ☒ No | A Cal-OSHA permit required prior to beginning work |

In addition to fee, the permittee will be billed actual costs for:

- | | | |
|---|--|------------|
| ☐ Yes | ☒ No | Review |
| ☐ Yes | ☒ No | Inspection |
| ☒ Yes | ☐ No | Field work |

(If any Caltrans effort expended)

☐ Yes ☒ N.A. The information in the environmental documentation has been reviewed and considered prior to approval of this permit.

This permit is void unless the work is completed before June 30, 1990

This permit is to be strictly construed and no other work other than specifically mentioned is hereby authorized.

No project work shall be commenced until all other necessary permits and environmental clearances have been obtained.

SCS:gt

cc: Permits
DBradfield, Reg.Mgr.
JWiggins, Insp.
Permittee

APPROVED:

JESUS M. GARCIA

District Director

BY:

HOWARD E. JACKSON

District Permit Engineer

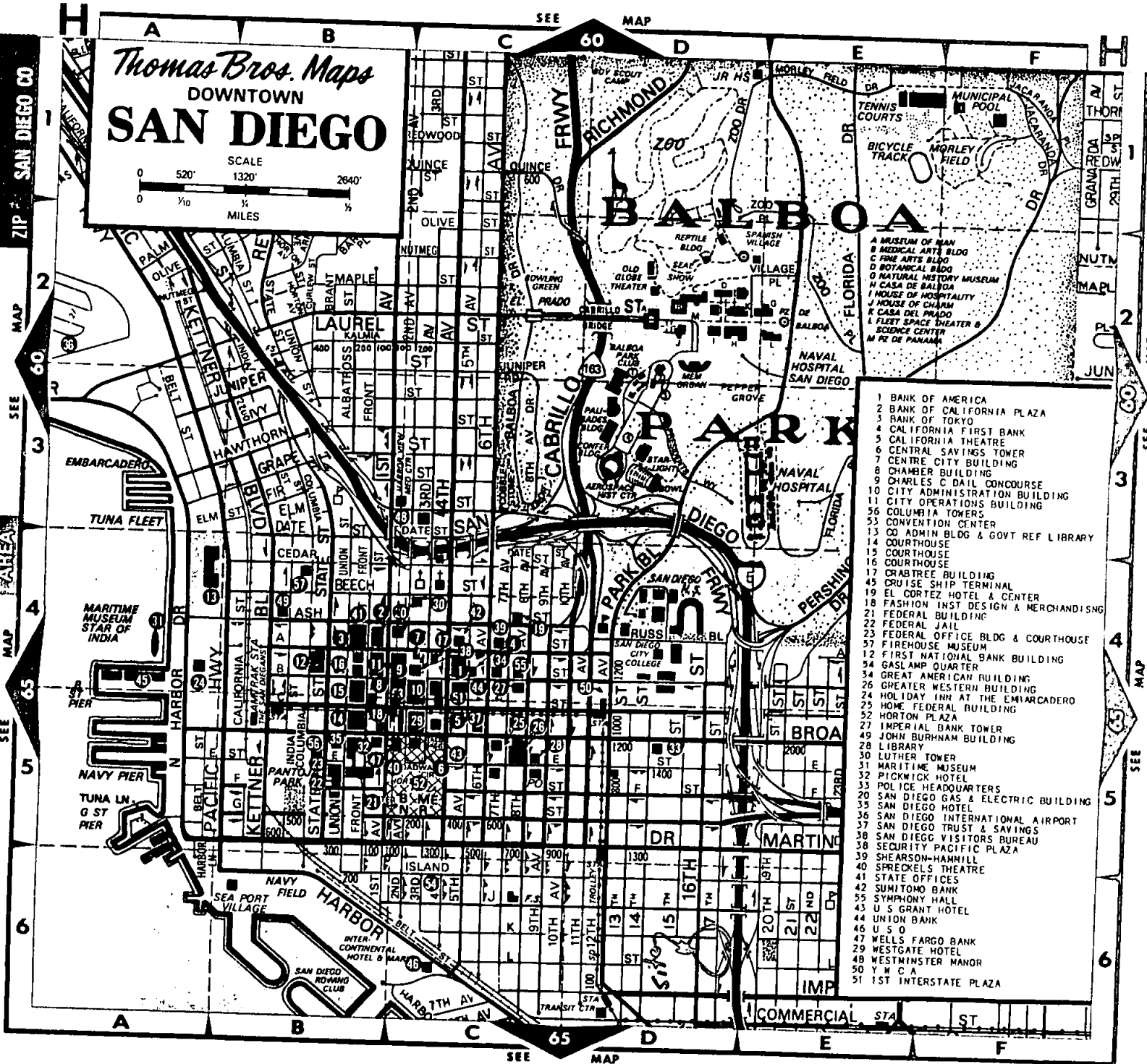
Once begun, that portion of the work within the State highway right of way shall be prosecuted to completion as rapidly as possible.

All work shall be performed with as little inconvenience and/or interference to public traffic as possible.

Upon completion of the work, the attached card shall be completed and returned.

Thomas Bros. Maps DOWNTOWN SAN DIEGO

SCALE
0 520' 1320' 2640'
0 1/10 1/5 1/2
MILES



- 1 BANK OF AMERICA
- 2 BANK OF CALIFORNIA PLAZA
- 3 BANK OF TOKYO
- 4 CALIFORNIA FIRST BANK
- 5 CALIFORNIA THEATRE
- 6 CENTRAL SAVINGS TOWER
- 7 CENTRE CITY BUILDING
- 8 CHAMBER BUILDING
- 9 CHARLES C DAIL CONCOURSE
- 10 CITY ADMINISTRATION BUILDING
- 11 CITY OPERATIONS BUILDING
- 12 COLUMBIA TOWERS
- 13 CONVENTION CENTER
- 14 ADMIN BLDG & GOVT REF L LIBRARY
- 15 COURTHOUSE
- 16 COURTHOUSE
- 17 CRABTREE BUILDING
- 18 CRUISE SHIP TERMINAL
- 19 EL CORTEZ HOTEL & CENTER
- 20 FASHION INST DESIGN & MERCHANDISING
- 21 FEDERAL BUILDING
- 22 FEDERAL JAIL
- 23 FEDERAL OFFICE BLDG & COURTHOUSE
- 24 FIREHOUSE MUSEUM
- 25 FIRST NATIONAL BANK BUILDING
- 26 GASLAMP QUARTER
- 27 GREAT AMERICAN BUILDING
- 28 GREATER WESTERN BUILDING
- 29 HOLIDAY INN AT THE EMBARCADERO
- 30 HOME FEDERAL BUILDING
- 31 HORTON PLAZA
- 32 IMPERIAL BANK TOWER
- 33 JOHN BURHAM BUILDING
- 34 LIBRARY
- 35 LUTHER TOWER
- 36 MARITIME MUSEUM
- 37 PICKWICK HOTEL
- 38 POLICE HEADQUARTERS
- 39 SAN DIEGO GAS & ELECTRIC BUILDING
- 40 SAN DIEGO HOTEL
- 41 SAN DIEGO INTERNATIONAL AIRPORT
- 42 SAN DIEGO TRUST & SAVINGS
- 43 SAN DIEGO VISITORS BUREAU
- 44 SECURITY PACIFIC PLAZA
- 45 SHEARSON-HAMMILL
- 46 SPECKELS THEATRE
- 47 STATE OFFICES
- 48 SUMITOMO BANK
- 49 SYMPHONY HALL
- 50 U S GRANT HOTEL
- 51 UNION BANK
- 52 U S O
- 53 WELLS FARGO BANK
- 54 WESTGATE HOTEL
- 55 WESTMINSTER MANOR
- 56 Y W C A
- 57 1ST INTERSTATE PLAZA

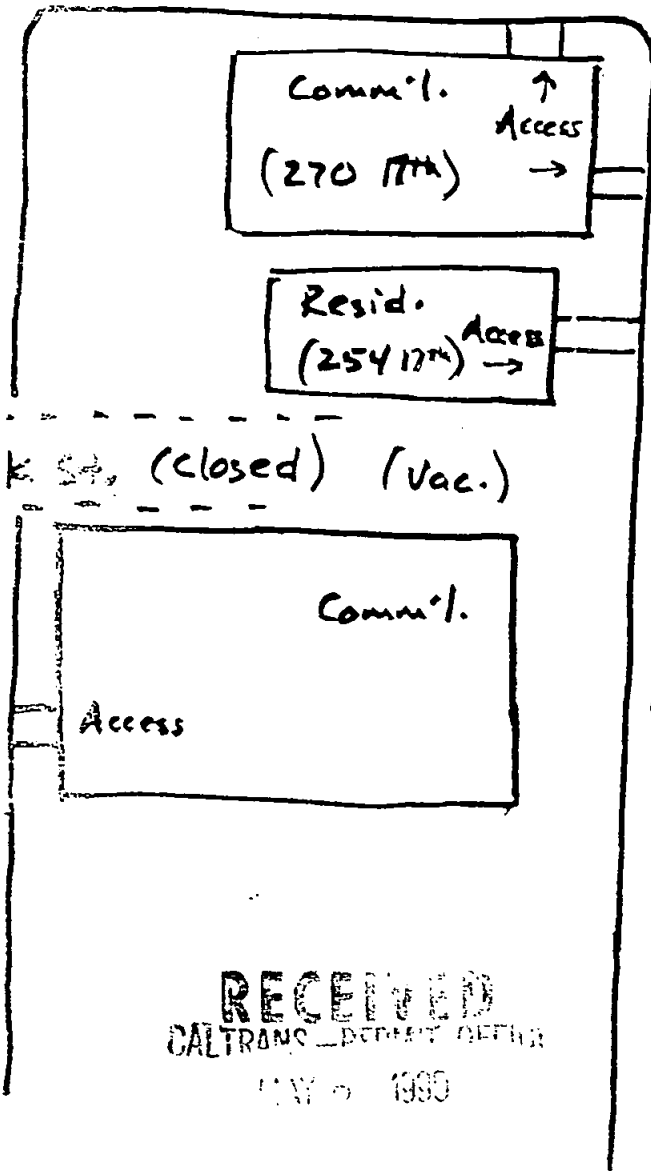
11-89-NFN 0875
City of San Diego

A

No.

17th St.
Way
One
↓

J St. (2 way)



closure

(Audience
Here)

stage

closure

From I-5 So.

To I-5 So.

I-5 So.

RECEIVED
CALTRANS - DEPT. OFFICE
MAY 6 1990

ENCROACHMENT PERMIT GENERAL PROVISIONS

DM-M-P-202B (Rev. 1/89)

1. **Authority:** Each Encroachment Permit is issued in accordance with Chapter 3 of Division 1, commencing with Section 660, et seq., of the Streets and Highways Code (SHC).
 2. **Revocation:** Except as otherwise provided for public corporations, franchise holders, and utilities, Encroachment Permits are revocable on five (5) days' notice. These General Provisions, Utility Maintenance Provisions, and any Encroachment Permit issued hereunder are revocable or subject to modification or abrogation at any time, without prejudice, however, to prior rights, including those evidenced by joint use agreements, franchise rights, reserved rights, or any other agreements for operating purposes in the State highway right-of-way.
 3. **Responsible Party:** No party other than the named permittee or their agent is authorized to work under any permit.
 4. **Acceptance of Provisions:** It is understood and agreed by the permittee that the doing of any work under this permit shall constitute an acceptance of the provisions of this permit and all attachments.
 5. **Notice Prior to Starting Work:** Before starting work under the Encroachment Permit, the permittee shall notify the designated Department representative two (2) working days prior to initial start of work. When work has been interrupted for more than five (5) working days, an additional 24-hour notification is required before restarting work unless a pre-arranged agreement has been made with the Department's representative. Unless otherwise specified, all work shall be performed on weekdays and during normal working hours of the Department's representative.
 6. **Standards of Construction:** All work performed within the highway shall conform to recognized standards of construction and the current Department Standard Specifications, Standard Plans and Manual on High and Low Risk Facilities Within Highway Rights-of-Way and any Special Provisions relating thereto.
 7. **Inspection and Approval by the Department:** All work shall be subject to monitoring, inspection, and approval by the Department. The permittee shall request a final inspection and acceptance of the work.
 8. **Keep Permit on the Work Site:** The Encroachment Permit or a copy thereof shall be kept at the site of the work and must be shown to any representative of the Department or any law enforcement officer on demand. **WORK SHALL BE SUSPENDED IF PERMIT IS NOT AT JOB SITE AS PROVIDED.**
 9. **Conflicting Permits:** If a prior encroachment conflicts with the proposed work, the new permittee must arrange for any necessary removal or relocation with the prior permittee. Any such removal or relocation will be at no expense to the Department.
 10. **Permits From Other Agencies:** The party or parties to whom a permit is issued shall, whenever required by law, secure the written authorization for any work that must be approved by the Public Utilities Commission (PUC) of the State of California, CAL-OSHA, or any other public agency having jurisdiction. Failure to comply with the law, as noted above, will invalidate the Department's permit.
 11. **Provisions for Pedestrians:** Where facilities exist, a minimum sidewalk and bikepath width of four feet (4') shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of construction and in advance of the closure at the nearest crosswalk or intersection to divert pedestrians across the street.
 12. **Protection of Traffic:** Adequate provisions shall be made for the protection of the traveling public. Warning signs, lights and safety devices and other measures required for the public safety, shall conform to the requirements of the Manual of Traffic Controls issued by the Department. Traffic control for day or nighttime lane closures shall be in conformance with Department Standard Plans for Traffic Control Systems. Nothing in the permit is intended, as to third parties, to impose on permittee any duty, or standard of care, greater than or different than the duty or standard of care imposed by law.
 13. **Minimum Interference with Traffic:** All work shall be planned and carried out so that there will be the least possible inconvenience to the traveling public. The permittee is authorized to place properly attired flagger(s) to stop and warn conventional highway traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issued by the Department.
 14. **Storage of Equipment and Materials:** The permittee shall install temporary railing (Type K) between any lane carrying public traffic and any obstacle, material stored, or equipment parked within twelve feet (12') of the lane.
- Utilities are subject to the provisions of Section 22512 of the California Vehicle Code (CVC).
15. **Care of Drainage:** If the work contemplated in any Encroachment Permit shall interfere with the established drainage, ample provision shall be made by the permittee to provide for it as may be directed by the Department.
 16. **Making Repairs:** In every case, the permittee shall be responsible for restoring to its former condition as nearly as may be possible any portion of the State highway facility which has been excavated or otherwise disturbed by permittee. The permittee shall maintain the surface over facilities placed under any permit. If the highway is not restored as herein provided for, or if the Department elects to make repairs, permittee agrees by acceptance of permit to bear the cost thereof.
 17. **Permits for Record Only:** If occupation of highway right-of-way is under joint use agreement or under prior easement, Encroachment Permits will be issued to the permittee for the purpose of providing the Department with notice and a record of work. The permit will also specify the current terms and conditions relating to public safety. No new or different rights or obligations are intended to be created by the permit in such cases, and all such prior rights shall be fully protected. Encroachment Permits issued in such cases shall have designated across the face thereof, "Notice and Record Purposes Only". (District Office of Right of Way must give approval for this designation.)
 18. **Clean Up Right-of-Way:** Upon completion of the work, all brush, timber, scraps, material, etc., shall be entirely removed and the right-of-way shall be left in as presentable a condition as existed before work started.
 19. **Cost of Work:** Unless otherwise stated on the permit or other separate written agreement, all costs incurred for work within the State right-of-way pursuant to this Encroachment Permit shall be borne by the permittee, and permittee hereby waives all claims for indemnification or contribution from the State for such work.
 20. **Actual Cost Billing:** When the permittee is to be billed actual costs (as indicated on the face of the permit), such costs will be at the current hourly rate established by the Department for Encroachment Permits.
 21. **Submit Plan:** For installation of all underground facilities, and all surface work or other activity of consequence, the permittee shall furnish five (5) sets of plans showing location and construction or other activity with its application. Thirty (30) days after

completion and acceptance of the work, one (1) set of as-built plans shall be submitted to the District.

22. **Bonding:** This permit shall not be effective for any purpose unless, and until the permittee files with the Department a surety bond when required by the Department in the form and amount required by the Department. A bond is not ordinarily required of any public corporation or publicly or privately-owned utility but will be required of any utility that fails to meet any obligation arising out of the work permitted or done under an Encroachment Permit or fails to maintain its plant, work, or facilities. The said bond shall remain in force for a period of one (1) year after acceptance of the work by the Department.
23. **Maintenance of Highways:** The permittee agrees, by acceptance of a permit, to properly maintain any encroachment. This will require inspection and repair of any damage to State facilities resulting from the encroachment.
24. **Responsibility for Damage:** The State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, shall not be answerable or accountable in any manner, for injury to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or for damage to property from any cause. The permittee shall be responsible for any liability imposed by law and for injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee, or damage to property arising out of work, or other activity permitted and done by the permittee under a permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity, or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit. The permittee shall indemnify and save harmless the State of California and all officers and employees thereof, including but not limited to the Director of Transportation and the Deputy Director, from all claims, suits or actions of every name, kind and description brought for or on account of injuries to or death of any person, including but not limited to the permittee, persons employed by the permittee, persons acting in behalf of the permittee and the public, or damage to property resulting from the

performance of work or other activity under the permit, or arising out of the failure on the permittee's part to perform his obligations under any permit in respect to maintenance or any other obligations, or resulting from defects or obstructions, or from any cause whatsoever during the progress of the work, or other activity or at any subsequent time work or other activity is being performed under the obligations provided by and contemplated by the permit, except as otherwise provided by statute. The duty of the permittee to indemnify and save harmless includes the duties to defend as set forth in Section 2778 of the Civil Code. The permittee waives any and all rights to any type of expressed or implied indemnity against the State, its officers or employees. It is the intent of the parties that the permittee will indemnify and hold harmless the State, its officers and employees from any and all claims, suits or actions as set forth above regardless of the existence or degree of fault or negligence, whether active or passive, primary or secondary, on the part of the State, the permittee, persons employed by the permittee, or persons acting in behalf of the permittee.

25. **Federal Civil Rights Requirements for Public Accommodation:** A. The permittee, for himself, his personal representatives, successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree that: 1) no person on the grounds of race, color, or national origin shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, 2) that in connection with the construction of any improvements on said lands and the furnishing of services thereon, no discrimination shall be practiced in the selection of employees and contractors, by contractors in the selection and retention of first-tier subcontractors in the selection of second-tier subcontractors, 3) that such discrimination shall not be practiced against the public in their access to and use of the facilities and services provided for public accommodations (such as eating sleeping, rest, recreation), and operated on, over, or under the space of the right-of-way, and 4) that the permittee shall use the premises in compliance with all other requirements imposed pursuant to Title 15, Code of Federal Regulations, Commerce and Foreign Trade, Subtitle A, Office of the Secretary of commerce, part 8 (15 C.F.R. Part 8) and as said Regulations may be amended. B. That in the event of breach of any of the above nondiscrimination covenants, the State shall have the right to terminate the permit and to re-enter and repossess said land and the facilities

thereon, and hold the same as if said permit had never been made or issued.

26. **No Precedent Established:** this permit is issued with the understanding that any particular action is not to be considered as establishing any precedent (1) on the question of the expediency of permitting any certain kind of encroachment to be erected within right-of-way of State highways, or (2) as to any utility of the acceptability of any such permits as to any other or future situation.
27. **Archaeological:** The permittee shall cease work in the vicinity of any archaeological resources that are revealed. The Permit Engineer shall be notified immediately. A qualified archaeologist, retained by the permittee, will evaluate the situation and make recommendations to the Permit Engineer concerning the continuation of the work.
28. **Future Moving of Installations:** If the Encroachment Permit was issued at the request of the permittee, it is understood that whenever State construction, reconstruction or maintenance work on the highway requires the installation to be moved, adjusted or relocated, the permittee, at his sole expense, upon request of the Department, shall comply with said request.
29. **Prevailing Wages:** Construction, alteration, demolition, repair or maintenance work performed under a permit issued by the Department of Transportation may require the owner/permittee to pay all workers employed by the contractor and subcontractors the appropriate predetermined prevailing wage rates as set by the Director of the Department of Industrial Relations. See California Labor Code, Division 2, Part 7, (commencing with section 1720), Streets and Highways Code, Chapter 3, Article 2 Section 671.1, and Opinion of the Attorney General of the State of California, No. 86-803, dated December 31, 1986. Inquiries or requests for interpretations relative to the enforcement of prevailing wage requirement should be directed to the State of California, Department of Industrial Relations, 525 Golden Gate Avenue, San Francisco, California 94102.

DEPARTMENT OF TRANSPORTATION (CALTRANS)
STANDARD ENCROACHMENT PERMIT APPLICATION
 DM-M-P-201A (REV 1/89) PART A

| |
|--------------|
| Permit No. |
| Distr/County |

Permission is requested to encroach on the State Highway right of way as follows: (Complete all items: NA if not applicable.) Application is not complete until all required attachments are included.

| | | | | | | | | | |
|--|--------------------------|----------------------------|-----------------------------|---|-----------------------------|-----------|----------------------|---|----------------------------|
| Location: City
SAN DIEGO | 1 | County
SAN DIEGO | 2 | Route
I-5 | 3 | Post Mile | 4 | Date
10-10-89 | 5 |
| Address or Street Name
17TH AVENUE | | | 6 | Cross Street (distance and direction from site) | | | 7 | FOR CALTRANS USE | |
| Portion of Right of Way | | | 8 | Work to be Performed By
☒ Own Forces ☐ Contractor | | | 9 | EXTEND TITLE
END OF YEAR
PER CALL TO STEW
F/4 TOMORROW | |
| Est. Starting Date
10-17-89 | | | 10 | Est. Completion Date
10-27-89 | | | 11 | Estimated Cost in State R/W
\$ | |
| EXCAVATION | Max. Depth
N/A | 13 | Average Depth
N/A | 14 | Average Width
N/A | 15 | Length
N/A | 16 | Surface Type
N/A |
| PIPES | Type
N/A | 18 | Diameter | 19 | Voltage/PSIG | 20 | Product | 21 | |

FULLY DESCRIBE WORK WITHIN STATE R/W: Attach complete plans (5 sets folded 8 1/2 x 11), specs, calcs, maps, etc., if applicable.

WILL BE CONSTRUCTING A TEMPORARY 6' CHAIN LINK FENCE TO SEPARATE AREA FOR GROUND BREAKING CEREMONY FROM FREEWAY. ALSO MIGHT NEED TO TAKE DOWN TWO FENCE PANELS SECTIONS ON 17TH STREET FOR ENTRANCE TO GROUND BREAKING CEREMONY. CITY AND CALTRANS ARE NEGOTIATING AN AIR SPACE LEASE FOR A DAY CARE CENTER ON THIS SITE. CALTRANS CONTACT IS GAYLORD GRIMES.

IS ANY WORK BEING DONE ON APPLICANT'S PROPERTY? If "Yes" briefly describe and attach site and grading plans.)

☐ Yes ☒ No

22

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH CALTRANS RULES AND REGULATIONS AND SUBJECT TO INSPECTION AND APPROVAL

| | | | |
|---|------------------------------|-------------------------------------|--------------|
| Organization or Applicant
CITY OF SAN DIEGO | Phone
619 236-5518 | Architect, Engineer or Project Mgr. | Phone
() |
| Address (include city and zip code)
202 "C" STREET SAN DIEGO CA 92019 | | | |

Authorized Signature Robert J. Collins Title Supervising Property Agent

IS A CITY/COUNTY/OTHER AGENCY INVOLVED? (Permits, Approval, Etc.)?

☒ Yes Check Environmental Documentation and attach copy to Application ☐ Exempt ☐ N.D. ☐ EIR

ALSO ATTACH A COPY OF THE ENVIRONMENTAL APPROVAL.

☐ No Check the category below which describes the Project

- ☐ SURVEY
- ☐ FLAGS, SIGNS, BANNERS, DECORATIONS
- ☐ TEMPORARY SIGNALS
- ☐ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS
- ☐ SIDEWALK/GUTTERS

- ☒ FENCE
- ☐ SINGLE FAMILY DWELLING DRIVEWAY
- ☐ REMOVAL-REPLACEMENT OF DISTINCTIVE ROADWAY MARKINGS
- ☐ DITCH PAVING
- ☐ MAILBOX
- ☐ AGRICULTURAL APPROACH
- ☐ MODIFICATION OF TRAFFIC

- ☐ PARADES, CELEBRATIONS
- ☐ COMMUNITY ANTENNA TV SYSTEM
- ☐ EROSION CONTROL
- ☐ MOVIE, TV FILMING
- ☐ MAINTENANCE, RECONSTRUCTION, OR RESURFACING OF A DRIVEWAY OF ROAD APPROACH
- ☐ NONE OF THE ABOVE. IF PROJECT CANNOT BE DESCRIBED IN ABOVE CATEGORIES, REQUEST PART B FROM THE PERMIT OFFICE.

- ☐ MAINTENANCE OF EXISTING LANDSCAPING
- ☐ REGULATORY WARNING, INFORMATION SIGNS
- ☐ DITCH PAVING
- ☐ MODIFICATION OF TRAFFIC CONTROL SYSTEMS

FEE CALCULATIONS ON REVERSE

23

STANDARD ENCROACHMENT PERMIT APPLICATION

DM-M-P-201A (REV 1/89) PART A

Permit No.

Dist/Co/Rd/PM

Permission is requested to encroach on the State Highway right of way as follows: (Complete all items: NA if not applicable.) Application is not complete until all required attachments are included.

| | | | | | | | | | | |
|------------------------------------|------------|--------|---|---|---------------|-----------------------------|--------------|------------------|--------------|----|
| Location: City
SAN DIEGO | 1 | County | 2 | Route | 3 | Post Mile | 4 | Date | 5 | |
| Address or Street Name | | | 6 | Cross Street (distance and direction from site) | | | 7 | FOR CALTRANS USE | | |
| Portion of Right of Way | | | 8 | Work to be Performed By | | | 9 | | | |
| | | | ☐ Own Forces ☐ Contractor | | | | | | | |
| Est. Starting Date | | 10 | Est. Completion Date | | 11 | Estimated Cost in State R/W | | 12 | | |
| | | | | | | \$ | | | | |
| EXCAVATION | Max. Depth | 13 | Average Depth | 14 | Average Width | 15 | Length | 16 | Surface Type | 17 |
| | Ft. | | Ft. | | Ft. | | Ft. | | | |
| PIPES | Type | 18 | Diameter | | | 19 | Voltage/PSIG | 20 | Product | 21 |
| | | | | | | | | | | |

FULLY DESCRIBE WORK WITHIN STATE R/W: Attach complete plans (5 sets folded 8½ x 11), specs, calcs, maps, etc., if applicable.

IS ANY WORK BEING DONE ON APPLICANT'S PROPERTY? If "Yes" briefly describe and attach site and grading plans.) 23

☐ Yes ☐ No

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH CALTRANS RULES AND REGULATIONS AND SUBJECT TO INSPECTION AND APPROVAL

| | | | |
|-------------------------------------|--------------|-------------------------------------|--------------|
| Organization or Applicant | Phone
() | Architect, Engineer or Project Mgr. | Phone
() |
| Address (include city and zip code) | | | |

| | |
|----------------------|-------|
| Authorized Signature | Title |
|----------------------|-------|

IS A CITY/COUNTY/OTHER AGENCY INVOLVED?
(Permits, Approval, Etc.)?

☐ Yes Check Environmental Documentation and attach copy to
Application ☐ Exempt ☐ N.D. ☐ EIR

ALSO ATTACH A COPY OF THE ENVIRONMENTAL APPROVAL.

☐ No Check the category below which describes the Project

- | | | | |
|--|--|--|--|
| ☐ SURVEY | ☐ FENCE | ☐ PARADES, CELEBRATIONS | ☐ MAINTENANCE OF EXISTING LANDSCAPING |
| ☐ FLAGS, SIGNS, BANNERS, DECORATIONS | ☐ SINGLE FAMILY DWELLING DRIVEWAY | ☐ COMMUNITY ANTENNA TV SYSTEM | ☐ REGULATORY WARNING, INFORMATION SIGNS |
| ☐ TEMPORARY SIGNALS | ☐ REMOVAL-REPLACEMENT OF DISTINCTIVE ROADWAY MARKINGS | ☐ EROSION CONTROL | ☐ DITCH PAVING |
| ☐ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS | ☐ DITCH PAVING | ☐ MOVIE, TV FILMING | ☐ MODIFICATION OF TRAFFIC CONTROL SYSTEMS |
| ☐ SIDEWALK/GUTTERS | ☐ MAILBOX | ☐ MAINTENANCE, RECONSTRUCTION, OR RESURFACING OF A DRIVEWAY OF ROAD APPROACH | |
| | ☐ AGRICULTURAL APPROACH | ☐ NONE OF THE ABOVE. IF PROJECT CANNOT BE DESCRIBED IN ABOVE CATEGORIES, REQUEST PART B FROM THE PERMIT OFFICE. | |
| | ☐ MODIFICATION OF TRAFFIC | | |

FEE CALCULATIONS ON REVERSE

FEE CALCULATIONS

(1) Calc By _____ Fee Calculations By Caltrans
☐ Cash ☐ Charge ☐ Exempt

(2) Calc By _____ Set Fee ☐ Calculated Fee ☐ Major EA ☐

(3) Calc By _____

| | NO | Yes | Amount \$ |
|-------------------------------|--------------------------|--------------------------|-----------|
| Surety Bond Required? | ☐ | ☐ | _____ |
| Liability Insurance Required? | ☐ | ☐ | _____ |

| Fee/Deposit | (1)
Initial Deposit Due | (2)
Addl Deposit | (3)
Total Fee |
|--|----------------------------|---------------------|------------------|
| a. Bridge Toll (if Applicable) | \$ _____ | \$ _____ | \$ _____ |
| b. Review ☐ Set Fee | | | \$ _____ |
| ☐ Calc Fee | \$ _____ | | \$ _____ |
| Estimated _____ Hrs @ \$55 per hr | | | |
| Additional Rev & _____ | | \$ _____ | \$ _____ |
| P.E.E.R. Hours | | | |
| EA _____ E _____ | \$ _____ | \$ _____ | \$ _____ |
| c. Inspection ☐ Set Fee | | | \$ _____ |
| ☐ Calc Fee | \$ _____ | | \$ _____ |
| Estimated _____ Hrs @ \$55 per hr | | | |
| EA _____ E _____ | \$ _____ | \$ _____ | \$ _____ |
| d. Field Work | | | |
| ☐ Cal Fee | | \$ _____ | \$ _____ |
| TOTAL FEE/DEPOSIT | | | |
| | Collected by: | Collected by: | Collected by: |
| | | | |
| | Initial Deposit Paid | Addl Deposit | Total Fee |
| | \$ _____ | \$ _____ | \$ _____ |

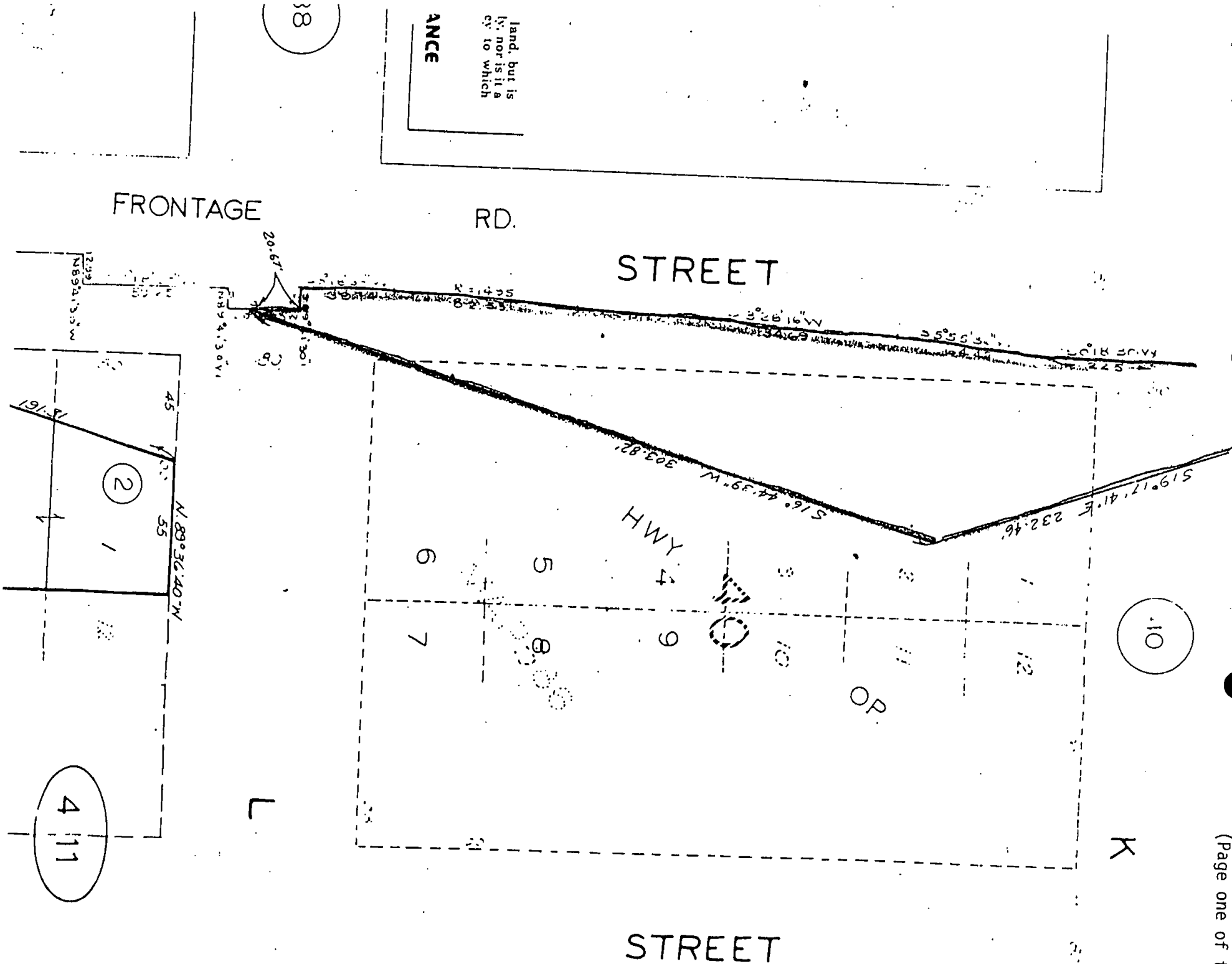


EXHIBIT A - Plat Plan
(page two of two)

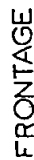
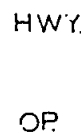
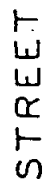
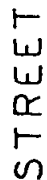


EXHIBIT B - Legal Description

THE LAND REFERRED TO HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF SAN DIEGO, AND IS DESCRIBED AS FOLLOWS:

ALL THAT REAL PROPERTY IN THE CITY OF SAN DIEGO, COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, INCLUDING PORTIONS OF BLOCK 40 OF SHERMAN'S ADDITION ACCORDING TO MAP THEREOF NO. 856; A. HART'S RESUBDIVISION ACCORDING TO MAP THEREOF NO. 186; AND BLOCK 33 OF REMONDINO'S SUBDIVISION ACCORDING TO MAP NO. 53, ALL BEING FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, AND PORTIONS OF K STREET, L STREET AND SEVENTEENTH STREET, DESCRIBED AS A WHOLE AS FOLLOWS:

BEGINNING AT A POINT ON THAT COURSE DESCRIBED AS "SOUTH 0°18'30" WEST, 30.00 FEET" IN PARCEL 34 OF THAT CERTAIN RELINQUISHMENT OF HIGHWAY RIGHT OF WAY, ACCORDING TO RELINQUISHMENT NO. 12739, RECORDED NOVEMBER 17, 1964, AS FILE/PAGE NO. 209371, FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY, SAID POINT LYING SOUTH 00°18'30" WEST, 20.67 FEET FROM THE NORTHERLY TERMINUS OF SAID COURSE, SAID POINT BEING ON THE EASTERLY BOUNDARY OF THAT LAND AS DESCRIBED IN SAID RELINQUISHMENT; THENCE ALONG SAID BOUNDARY AND FOLLOWING 7 COURSES: (1) NORTH 00°18'30" EAST, 20.67 FEET; (2) NORTH 89°41'30" WEST, 8.00 FEET; (3) NORTH 00°18'30" EAST, 39.74 FEET; (4) ALONG A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 1,495 FEET, THROUGH A CENTRAL ANGLE OF 3°09'46", AN ARC LENGTH OF 82.53 FEET; (5) NORTH 3°28'16" EAST, 134.69 FEET; (6) NORTH 5°55'36" EAST, 64.42 FEET; (7) NORTH 0°18'30" EAST, 168.88 FEET; THENCE (8) LEAVING SAID BOUNDARY SOUTH 19°17'41" EAST, 232.46 FEET; THENCE (9) SOUTH 16°44'39" WEST, 303.82 FEET TO THE POINT OF BEGINNING.

THE BEARING AND DISTANCES USED IN THE ABOVE DESCRIPTION ARE ON THE CALIFORNIA COORDINATE SYSTEM, ZONE 6. MULTIPLY ALL DISTANCES SHOWN BY 1.00000 TO OBTAIN GROUND LEVEL DISTANCES.

STANDARD ENCROACHMENT PERMIT APPLICATION

DM-M-P-201A (REV 1/90) PART A

Permit No.

Dist/Co/Hte/PM

Permission is requested to encroach on the State Highway right of way as follows: (Complete all items: NA if not applicable.) Application is not complete until all required attachments are included.

| | | | | | | | | | | |
|--|---------------------|---------------------|--------------------------------|---|-----------------------------|---|-----------------------|------------------|--------------------|----|
| Location: City
San Diego | 1 | County
San Diego | 2 | Route
5 | 3 | Post Mile
14.6 | 4 | Date
10-18-90 | 5 | |
| Address or Street Name
17th Between K & L Streets | | | 6 | Cross Street (distance and direction from site)
SEE ATTACHED EXHIBIT | | | 7 | FOR CALTRANS USE | | |
| Portion of Right of Way
SEE ATTACHED EXHIBIT | | | 8 | Work to be Performed By
☐ Own Forces ☒ Contractor | | | 9 | | | |
| Est. Starting Date
11-5-90 | | 10 | Est. Completion Date
8-1-91 | | 11 | Estimated Cost in State R/W
\$ 620,000 | | 12 | | |
| EXCAVATION | Max. Depth
**SEE | 13 | Average Depth
FL PLANS | 14 | Average Width
FL ALREADY | 15 | Length
FL APPROVED | 16 | Surface Type
** | 17 |
| PIPES | Type
**SEE | 18 | Diameter
PLANS | | 19 | Voltage/PSIG
ALREADY APPROVED | | 20 | Product
** | 21 |

FULLY DESCRIBE WORK WITHIN STATE R/W: Attach complete plans (5 sets folded 8 1/2 x 11), specs, calcs, maps, etc., if applicable.

Plans have been previously submitted and approved by Air Space Leasing - Please contact Gaylord Grimes 688-6927.

IS ANY WORK BEING DONE ON APPLICANT'S PROPERTY? If "Yes" briefly describe and attach site and grading plans. 22

☐ Yes ☒ No

IS A CITY, COUNTY OR OTHER AGENCY INVOLVED IN ENVIRONMENTAL APPROVAL? 23

☒ Yes (Check Documentation type and attach approved copy)

☐ Exempt ☒ N.D. ☐ EIR

☐ No (Check the category below which describes the project)

- | | | | |
|--|--|---|--|
| ☐ SURVEY | ☐ FENCE | ☐ PARADES, CELEBRATIONS | ☐ MAINTENANCE OF EXISTING LANDSCAPING |
| ☐ FLAGS, SIGNS, BANNERS DECORATIONS | ☐ SINGLE FAMILY DWELLING DRIVEWAY | ☐ COMMUNITY ANTENNA TV SYSTEM | ☐ REGULATORY WARNING, INFORMATION SIGNS |
| ☐ TEMPORARY SIGNALS | ☐ REMOVAL-REPLACEMENT OF DISTINCTIVE ROADWAY MARKINGS | ☐ EROSION CONTROL | ☐ DITCH PAVING |
| ☐ PUBLIC UTILITY MODIFICATIONS, EXTENSIONS, HOOKUPS | ☐ DITCH PAVING | ☐ AGRICULTURAL APPROACH | ☐ MODIFICATION OF TRAFFIC CONTROL SYSTEMS |
| ☐ SIDEWALK/GUTTERS | ☐ MAILBOX | ☐ MOVIE, TV FILMING | |
| | | ☐ MAINTENANCE, RECONSTRUCTION, OR RESURFACING OF A DRIVEWAY OF ROAD APPROACH | |

☐ NONE OF THE ABOVE. IF PROJECT CANNOT BE DESCRIBED IN ABOVE CATEGORIES, REQUEST APPLICATION PART B FROM THE PERMIT OFFICE.

THE UNDERSIGNED AGREES THAT THE WORK WILL BE DONE IN ACCORDANCE WITH CALTRANS RULES AND REGULATIONS AND SUBJECT TO INSPECTION AND APPROVAL

| | | | |
|--|-----------------------|---|-----------------------|
| Organization or Applicant
City of San Diego | Phone
619 236-7101 | Architect, Engineer or Project Mgr.
Dave Allsbrook | Phone
619 236-7101 |
|--|-----------------------|---|-----------------------|

Address (include city and zip code)
225 Broadway, Suite 1100, San Diego, CA 92101

| | |
|---|----------------------------|
| Authorized Signature
<i>Dave Allsbrook</i> | Title
Projects Director |
|---|----------------------------|

P&D Technologies
401 W. "A" Street
Suite 2500
San Diego, CA 92101
FAX 619/234-3022
619/232-4466

Transmittal

RECEIVED

APR 27 REC'D

COMMUNITY SERVICES
PROGRAM



To Ruth Ann Wageman Date April 27, 1991
Citizens Assistance Subject Special Events Permit
City of San Diego

Attention

The Following Items Are Transmitted:

☒ Herewith

☐ Under Separate Cover

Number of Copies Two (2)

Via: messenger

Description

Special Events Permit Application for the closure of
17th St. for the dedication ceremony of the Daycare
Center for the Homeless.

The Above Items Are Submitted:

☐ At Your Request

☐ For Your Review

☐ For Your File

☐ For Your Information

☐ For Your Approval

☒ For Your Action

This is the permit I spoke to you about yesterday. Please
forward it to the Police Department. Some items are yet to
be resolved (ie-insurance) and Ross McCollum is assisting from
the Manager;s office. Call me if you have any questions.

☐ Enclosure

Copies To McCollum, Manager's Off. By Arnold Torma

The City of San Diego
Citizens Assistance Department
City Administration Building, MS #95
202 C Street
San Diego, CA 92101

SPECIAL EVENT PERMIT APPLICATION

I. TITLE AND TYPE OF EVENT (i.e. Bicycle Race, Street Fair, 10K Run, etc.):

Title: Daycenter for the Homeless Dedication ☒ New Application
Type: Groundbreaking Ceremony ☐ Renewal of or Change
in Application
Day and Date: May 23, 1990 (Wed.)
Time: Ceremony from 12:00 p.m. to 2:00 p.m.

II. ORGANIZATION'S AUTHORIZATION:

Attach a written communication from the organization or organizations in whose name the event will be advertised which authorizes you, the contact person, to apply for this special events permit on its or their behalf.

Regional Task Force

Organization's Name: on the Homeless President: Frank Landervil

Mailing Address: 655 Fourth Ave., Ste. 36, San Diego, CA 92101

Daytime Phone: 239-4800 Evening Phone: t.b.a. Emergency Phone: _____

Is the authorizing organization: ☒ Non-Profit ☐ For-Profit ☐ Other

Are entry or participation fees required? Yes ☐ No ☒ If yes, amount _____

Are donations required NO or requested NO?

Contact Person's Name: Suzanne Strassburger Title: Pub. Info. Director

Mailing Address: CCDC, 225 Broadway, Ste. 1100, San Diego, CA 92101

Daytime Phone: 236-7101 Evening Phone: t.b.a. Emergency Phone: _____

Refer media or citizen inquiries to: Suzanne Strassburger Telephone: 236-7101

Telephone: _____

CANCELLATION OR REVOCATION NOTICE: If this event is cancelled, notice must be given to the Special Events Coordinator at 533-3029 and the San Diego Police Department special events liaison at 495-7346. Otherwise, City personnel and equipment may be needlessly dispatched.

III. EVENT PRINCIPALS:

On this sheet, please list names, addresses, and telephone numbers of all the principals involved in any way in the proposed special event. Include professional event organizers, event promoters, financial underwriters, commercial sponsors, contractors, charitable agencies for whose benefit the event is being produced, the organization or organizations in whose name the event is being advertised, and all others administratively, financially, and organizationally involved as principals in the production of the proposed special event. Make additional copies of this sheet as needed.

Name ROSS McCollum - Community Program Administrator

Organization/Business/Agency/Affiliation City Managers Office
City of San Diego

Mailing Address 202 "C" St. 9 CAB

Daytime Phone: 236-6172 Evening Phone: _____ Other Phone: _____

Title and Functional Responsibility with Regard to the Event: _____
Manager's Office Representative

Will this person have authority to cancel or greatly modify event plans?

☒ Yes ☐ No

Will this person be present at the event area or areas and in charge of the event at all times?

☒ Yes ☐ No

Name Frank Landerville

Organization/Business/Agency/Affiliation Landerville & Assoc.

Mailing Address 655 4th Ave., Ste. 36

Daytime Phone: 239-4800 Evening Phone: _____ Other Phone: _____

Title and Functional Responsibility with Regard to the Event: _____
Chairman

Will this person have authority to cancel or greatly modify event plans?

☒ Yes ☐ No

Will this person be present at the event area or areas and in charge of the event at all times?

☒ Yes ☐ No

REQUESTED EVENT COMPONENTS:

- A. Requested day(s) and date(s): Wednesday, May 23, 1990
Describe the route by street name and direction of travel. This narrative must describe any plans to close streets, from start to finish, each day of your event. Be sure to describe whether the route is on a street, sidewalk, etc.
- B. Set up for streets or routes to be closed:
Day 1 17th St., K St. to L St. from 9:00 AM/PM to 4:00 AM/PM
Day 2 NA from AM/PM to AM/PM
If additional days are required for street or route closures, please attach narratives of routes and schedule for closures.
- C. Set up beginning day and date Wed., May 23, 1990, time 9:00 AM/PM
Set up location(s) 17th St. at C St.
Dismantle by day and date Wed., May 23, 1990, time 4:00 AM/PM
Dismantle location(s) 17th St. at L St.
- D. Describe the number and type of animals if used in the event: NA
- E. Attach a copy or a draft of the entry form for participants/spectators. NA
- F. Anticipated number of participants: 10 and spectators: 100

4. ADDITIONAL INFORMATION ABOUT THE FOLLOWING AREAS OF SPECIALIZATION, PLEASE REFER TO THE ATTACHED "SUGGESTION SHEETS." THESE SHEETS PROVIDE TELEPHONE NUMBERS OF CITY LIAISONS FOR SPECIAL EVENTS AND DESCRIPTIONS OF THE AREAS HANDLED BY EACH.

- V. INSURANCE: PLEASE NOTE: It is not sufficient that the City or other agencies be named as "certificate holders." See next page for required language.

Please attach to this application your plans about the insurance you intend to have for this event. Final documents must be approved by the city at least 10 working days before your event. If these documents are unavailable or inappropriate, your pre-approved permit will be revoked.

Insurance Agency t.b.a. Agent's Name _____

Telephone Number () _____ Agent's Telephone Number () _____

Address _____ Policy Number _____

Policy Amount _____

Policy Type (Comprehensive, Auto, etc.)

For final permit approval, you will need comprehensive general liability insurance that names as additional insureds "the City of San Diego, its officers, employees, agents" and any other public entities (i.e. County, Port, Caltrans, Santa Fe Railroad etc.) impacted by this event. Insurance coverage must be maintained for the duration of the event. To determine the amount of coverage necessary, please contact Risk Management at 236-6670. (Please note that insurance requirements depend upon the risk level of the event.)

Please list all agencies impacted by this event ("additional insureds"):

_____ t.b.a. _____

VI. SANITATION:

- A. Attach your "Plan for Clean-up/Material Preservation." Include number, type and location of trash containers and dumpsters to be provided for the event. Indicate who and how many will be responsible for emptying and cleaning up around containers during and after the event. Indicate who and how many will be responsible for cleaning up after animals both during and after the event.

Describe the number, type and location of portable or permanent toilets for the event. Include any other plan you have for ensuring post-event cleanliness and material preservation of city facilities, equipment, premises and streets.

VII. LOCATION MAP:

In addition to the narrative about routes and street closures, attach a map and check the items below that apply to your event. Indicate the site(s) for these items on the map(s) using the letter codes below (i.e. A, B, C, etc.).

- ☒ A. If a route or street closure is involved, show the set up, staging area, start, route and route closures (indicate directions with arrows), finish area, and the area for post-event festivities for each day of the event;
- ☒ B. If a route or street closure is involved, show the places for fire lanes or emergency vehicle access; where buses, trolleys or trains need to be considered; and suggested detours for vehicular traffic for each day of the event
- ☐ C. If a relay is involved, indicate hand-off points;
- ☒ D. Entertainment or stage locations (operators should provide you with to-scale drawings and calculations; also show location and direction of audio amplifiers;
- ☐ E. Alcoholic beverage concession area;
- ☐ F. Non-alcoholic concession areas;
- ☐ G. Food concession areas;
- ☐ H. General merchandise concession areas;

- ☐ I. Portable toilets (indicate number): _____; Permanent toilets: _____;
- ☐ J. First aid facilities and ambulance locations;
- ☐ K. Event participant and/or spectator parking areas;
- ☐ L. Event organizer's command post;
- ☐ M. Fireworks or pyrotechnics site;
- ☐ N. Vehicle fuel handling site and parked vehicle exhibits;
- ☐ O. Cooking areas: are you using gas? Yes ☐ No ☐ Electricity? Yes ☐ No ☐
Charcoal? Yes ☐ No ☐ Other? Yes ☐ No ☐
- ☒ P. Tables, enclosures, etc.;
- ☐ Q. Temporary or permanent structures such as air-supported scaffolding, booths, stages, platforms, reviewing stands, grandstands, booths, or bleachers constructed for the event;
- ☐ R. Site of electrical wiring to be installed for the event or type of generator being used;
- ☒ S. Trash containers (indicate number): _____; Dumpsters: _____;
- ☐ T. Other. Please describe: _____

VIII. AVAILABILITY OF ENTERTAINMENT, BEVERAGES AND/OR FOOD:

- A. If there will be sound amplification or any other noise impact, please describe fully, including the intended hours and/or days of testing. Describe direction of all audio amplifiers. Show number of speakers.
Battery powered podium amplification for mayor and speakers
only
- B. Alcoholic beverages to be served? ☐ Yes ☒ No
Alcohol may not be served or sold without a valid Alcoholic Beverage Control (ABC) permit.
- C. If yes, describe what system will be used to ensure that alcoholic beverages will be consumed only by those persons 21 years and older.

- D. If yes, describe how, where, when and by whom the alcoholic beverages will be served.

NA

- E. If your event will take place on City property, you will need a letter from the City to ABC giving conditional approval. Please complete the attached letter for our signature. (ABC will require similar letter(s) from the owner(s) of any property(ies) upon which alcoholic beverages will be served).

- F. Please describe all of the activities of your event for which a license is required, for example, a cabaret license, a caterer's license, etc. (Attach to this application all required licenses.)

NA

- G. If a casino party, dance, or live entertainment is part of your event, please describe.

NA

- H. Is this a catered event? ☒ Yes ☐ No

If yes, please provide name, address, telephone and license number of caterer.

t.b.a.

- I. Pre-packaged or other food and/or non-alcoholic beverages to be served?

☐ Yes ☒ No _____ Sold? _____ Served free?

- J. If yes, describe the types of pre-packaged foods. We recommend following the food-handling procedures created by the San Diego County Department of Health Services (see attached).

You may need to have a health permit from the San Diego County Department of Health Services (619)236-2234.

1. Number of days in your event 1/2. Non-Profit ☒ For-Profit ☐ Other ☐
Please give your organization's IRS 501-C number 95-2213-995

- M. If you intend to cook food in the event area, describe your area layout, including fuel or electrical source to be used. Please attach your plan for isolating (roping off) and protecting against accidents. Also attach your plans for sanitation and food handling procedures. We recommend following the food-handling procedure created by the San Diego County Department of Health Services (see attached).

NA

1. If you intend to sell food, beverages, souvenirs, or other products, you will need a seller's permit from the State Board of Equalization. Be sure to advise the State Board that the origin of sale will be the City of San Diego. This will assure appropriate revenues to the City.

IX. SECURITY AND SAFETY PROCEDURES:

- A. Describe your proposed procedures for set up, operation, internal security and crowd control.

NA

- B. If the event is to occur at night, describe how you are going to light the event area in order to increase the safety of participants and spectators.

NA

- C. If your event includes vehicles or animals, describe the minimum and maximum speeds of the event and the minimum and maximum intervals of space to be maintained between units.

NA

- D. Is this a bicycle race? Yes ☐ No ☒

If yes, sanctioning organization: _____

Sanction number: _____

Is this a bicycle tour: Yes ☐ No ☒

If yes, will participants be required to obey all traffic laws, regulations and rules of the road?

Yes ☐ No ☐

How will you advise participants of this requirement?

How will you enforce this requirement? How many monitors at intersections will you use? Will you use lead bicyclists as intersection monitors? (Participants breaking traffic laws should be noted and refused participation in next year's event.)

Will your start be staggered? Yes ☐ No ☐

How many riders will be released in each group? _____

How much time will elapse between each group's start? _____

Will you be awarding prizes to participants? Yes ☐ No ☐

If yes, for what? _____

(Please note: Prizes may not be awarded for first or fastest finishes for bicycle races.)

For either bicycle race or tour, will helmets be required? Yes ☐ No ☐

(Please note: The City of San Diego requires helmets for all participants in all bicycle races and tours.)

For evening and night events, will bicycle lights be required. Yes ☐ No ☐

How will you advise participants of these requirements? _____

How will you enforce these requirements? _____

What other participant safety equipment will be required? _____

Give name, address and phone numbers of the agency or agencies that will provide first aid staff and equipment. Attach written plans for such services to this application. Include types of medical staff such as M.D.'s, R.N.'s, E.M.T.'s, et

Name of Agency NA

Address of Agency _____

Phone Numbers _____

Name(s) of Staff Member(s) and Specialties _____

Indicate emergency medical services to be provided for the event. To determine appropriate levels, contact the San Diego Fire Department at 533-4458.

| <u>Emergency Medical Service</u> | <u>How Provided</u> |
|---|---------------------|
| ____ Ambulances
(P.U.C. License No.) | <u>NA</u> |
| ____ Doctors
(Name(s), Specialties) | _____ |
| ____ Nurses
(Name(s), Specialties) | _____ |
| ____ Paramedics
(Name(s), Specialties) | _____ |

PRELIMINARY PERMITS

1. Attach the appropriate Park & Recreation Permit to this application if your event is taking place, in full or in part, in a San Diego park or recreational area.

2. Will you be using electricity? Yes ☐ No ☒

If so, please attach your specific and detailed plans for all use of electricity: for example, will you be using a generator? If not, describe source of electricity you will be using. Explain how you will get electricity from power source to equipment using it. Attach written authorization from any building or property owner allowing you to use their electrical resources during this event. Attach specific plans for taping cords or providing other safety protections.

Attach to this application a copy of your electrical building permit(s) if you are installing any electrical wiring on a temporary or permanent basis.

3. Will you be using scaffolding, stages or other structures? Yes ☒ No ☐ *

If so, please attach your specific and detailed plans for all use of scaffolding for example, what will the scaffolding be used for? If people will be on the scaffolding, describe how many, for what purpose and include a statement that explains their affiliation with your organization. Also, attach to-scale drawings and dimensions for the scaffolding or other structures used before, during or after this event.

If you are using a stage, please describe the stage height and, if it is more than 30 inches high, attach detailed to-scale drawings and dimensions. A structural building permit may be required if you are building any temporary or permanent structures such as bleachers, scaffolding, a grandstand, reviewing stands, stages or platforms.

- D. Attach a copy of your private traffic control permit certified by the Chief of Police. (Qualified organizations can receive a traffic control permit for controlling vehicular traffic for limited periods to allow orderly ingress and egress under certain conditions: if a traffic circulation plan is developed and approved by the Chief of Police or designate; if traffic control personnel have been trained through an approved program, certified and appointed by the Chief of Police to perform this function; and if special insurance requirements are met. Before this permit can be issued, plans to meet all the requirements of Section 81.03 of the Special Events Ordinance must have been approved.)
- E. Attach a copy of your fire department permit or permits to this application if you will use parade floats; an open flame; fireworks or pyrotechnics; vehicle fuel; cooking facilities; enclosures (and tables within those enclosures); tents air-supported structures, canopies, or any fabric shelters.
- F. If your event involves the use of State highways or thoroughfares, it may be necessary for you to secure an encroachment permit from the State of California Department of Transportation (CalTrans). Please attach a copy of this permit.
- G. A preliminary Noise Abatement Permit is required for amplified sound (voice or music).

VI. VENDORS OR CONCESSIONAIRES:

- A. Describe what vendors or concessionaires you will allow in conjunction with the event and the purpose or purposes of these concessions.

t.b.a. (food, barricades?)

- B. Describe how you intend to regulate, monitor and control the type, number and quality of vendors/concessionaires whom you may permit to operate in conjunction with the event. Include floor plans for placement of booths, tables, etc. and plans for security/I.D. bracelets, decals, badges, etc.

NA

XII. MITIGATION OF THE IMPACT ON OTHERS:

Attach a copy of your plan to mitigate the impact of traffic modifications and noise from the special event on businesses, churches, neighbors, motorists, mass transit users and others.

Fully describe your plans to notify, two weeks in advance, affected businesses and citizens about the event including notices through local publications or other media, direct mail announcements, neighborhood postings, or door-to-door notices. Such notices should reflect the type of event and activities, as well as the day, date, time and sites affected. Detours and alternate routes for transportation systems should also be included (see below). Attach the list of entities receiving these notices and the date of receipt to this application.

Letters of support and cooperation from impacted businesses, churches, etc. should be attached to this application.

Additionally, you must notify San Diego Transit, San Diego Trolley and/or other transportation suppliers about your plans. Submit all public notices, press releases, and any other information about route changes to these agencies for their pre-approval before printing or publishing.

Attach a list of all transportation agencies impacted by this event to this application.

XIII. CITY SERVICES/EQUIPMENT:

Describe city services and/or equipment requested for this event. City barricades, cones, and no-parking signs may be borrowed on an as-available basis. You should plan to pick up and return this equipment.

equipment: type III barricades (8), upright plastic traffic

delineators (12), yellow tape to connect delineators (300 ft.),

no parking signs (12)

XIV. OTHER PERTINENT INFORMATION:

The mayor is the key participant and approximately 100 attendees are
expected for the dedication.

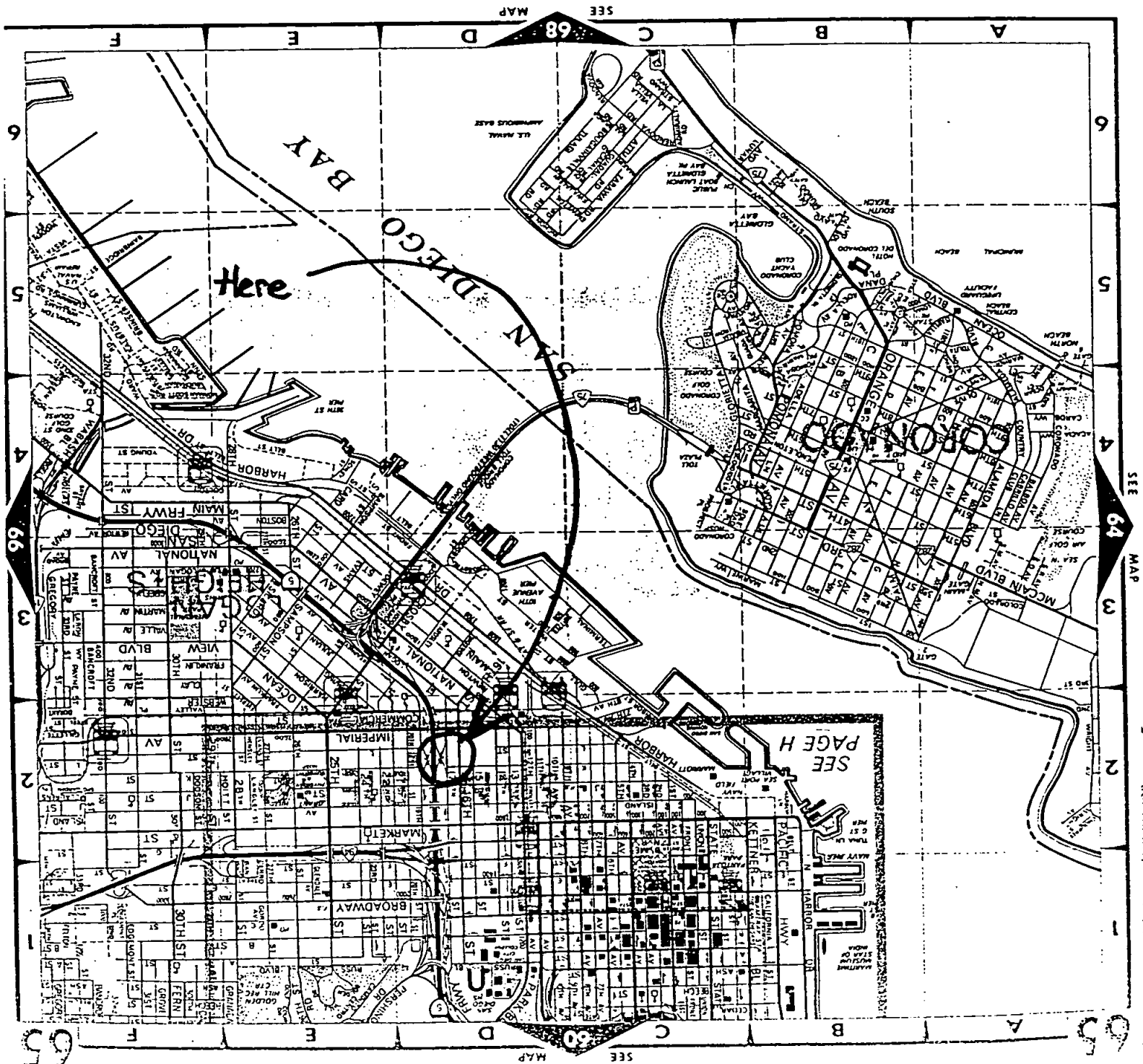
Client Name

Job No

Address

Project

Attn

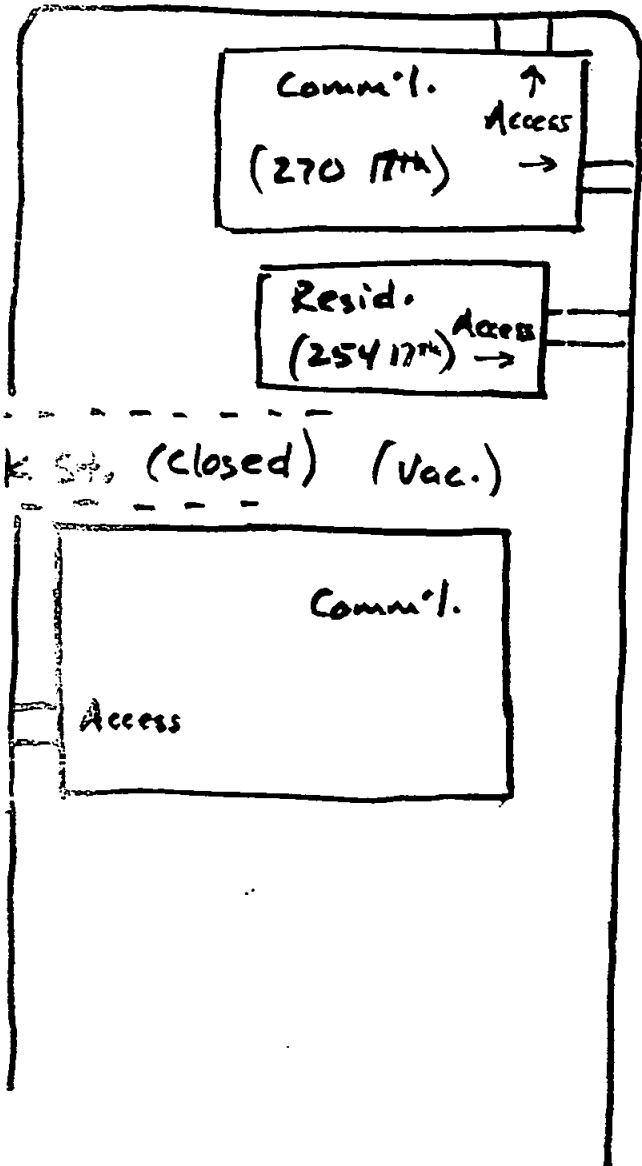


A

No.

17th St.
One Way
↓

J St. (2 way)



closure

(Audience
Here)

stage

closure

From I-5 So.

To I-5 So.

I-5 So.

MY COPY

DUPLICATE

Tenant Copy

Lease Area No. 11-SD-5-26 (FLA)

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
AIRSPACE GROUND LEASE

This copy must be
returned to City
Clerk, San Diego

| | | <u>Page</u> |
|------------|--|-------------|
| Article 1 | SUMMARY OF LEASE PROVISIONS | 1 |
| Article 2 | PREMISES | 2 |
| Article 3 | TERM | 4 |
| | 3.1 Term | 4 |
| | 3.2 Options to Extend | 4 |
| Article 4 | RENT | 5 |
| | 4.1 Minimum Rent | 5 |
| | 4.2 Adjustment | 5 |
| Article 5 | USE | 5 |
| | 5.1 Limited and Specified Use | 5 |
| | 5.2 Condition of Premises | 6 |
| | 5.3 Compliance with Law | 6 |
| | 5.4 Petroleum Products | 7 |
| | 5.5 Explosives and Flammable Materials | 7 |
| | 5.6 Signs | 8 |
| | 5.7 Landlord's Rules and Regulations | 8 |
| | 5.8 Future Use | 8 |
| Article 6 | COMMENCEMENT AND COMPLETION OF INITIAL CONSTRUCTION | 9 |
| | 6.1 Completion of Construction and Occupancy of Improvements | 9 |
| Article 7 | REQUIREMENTS FOR CONSTRUCTION OR ALTERATION OF IMPROVEMENTS | 9 |
| | 7.1 Encroachment Permit | 9 |
| | 7.2 Soil Compaction Tests | 11 |
| | 7.3 Standard of Construction | 12 |
| | 7.4 As Built Plans | 12 |
| | 7.5 Ownership of Improvements | 12 |
| Article 8 | MAINTENANCE AND REPAIRS | 13 |
| | 8.1 Tenant's Obligations | 13 |
| | 8.2 Retention of Existing Improvements | 14 |
| | 8.3 Landlord's Rights | 14 |
| Article 9 | INSURANCE | 14 |
| | 9.1 Exemption of Landlord from Liability | 14 |
| | 9.2 Liability Insurance | 15 |
| | 9.3 Fire and Extended Coverage Insurance | 17 |
| | 9.4 Failure to Procure and Maintain Insurance | 17 |
| | 9.5 Waiver of Subrogation | 18 |
| Article 10 | DAMAGE OR DESTRUCTION | 19 |
| | 10.1 Duty to Repair or Restore | 19 |
| | 10.2 Relief for Substantial Loss of Area and Damage or Destruction During Term | 19 |
| Article 11 | PAYMENT OF TAXES | |
| Article 12 | RIGHT OF ENTRY | |

RR- 2756
DOCUMENT NO.

FILED

APR 02 19

OFFICE OF THE CITY

SAN DIEGO, CALIFORNIA

| | | <u>Page</u> |
|------------|---|-------------|
| Article 13 | CONDEMNATION | 23 |
| | 13.1 Termination of Lease as to
Part Condemned | 23 |
| | 13.2 Nonsubstantial Taking | 24 |
| | 13.3 Substantial Taking | 24 |
| | 13.4 Compensation | 25 |
| Article 14 | UTILITIES | 26 |
| Article 15 | LIENS | 26 |
| | 15.1 Exemption of Landlord from Liability | 26 |
| | 15.2 Tenant's Obligations | 26 |
| Article 16 | DEFAULT | 27 |
| | 16.1 Default | 27 |
| | 16.2 Landlord's Remedies | 29 |
| Article 17 | ASSIGNMENTS, SUBLEASES, OPERATING AGREEMENTS
AND ENCUMBRANCES | 31 |
| | 17.1 Voluntary Assignments, Subleases,
Operating Agreements and Encumbrances | 31 |
| | 17.2 Change in Partnership | 32 |
| | 17.3 Change in Tenants | 32 |
| | 17.4 Change in Corporation | 32 |
| Article 18 | FAIR EMPLOYMENT PRACTICES | 33 |
| Article 19 | HAZARDOUS MATERIALS AND HAZARDOUS WASTE | 34 |
| Article 20 | ADDITIONAL PROVISIONS | 35 |
| | 20.1 Quiet Enjoyment | 35 |
| | 20.2 Captions, Attachments, Defined Terms | 35 |
| | 20.3 Entire Agreement | 36 |
| | 20.4 Severability | 36 |
| | 20.5 Costs of Suit | 36 |
| | 20.6 Time, Joint and Several Liability | 37 |
| | 20.7 Binding Effect; Choice of Law | 37 |
| | 20.8 Waiver | 38 |
| | 20.9 Surrender of Premises | 38 |
| | 20.10 Holding Over | 38 |
| | 20.11 Interest on Past Due Obligations | 39 |
| | 20.12 Recording | 39 |
| | 20.13 Notices | 39 |
| | 20.14 No Reservation | 40 |
| | 20.15 Corporate Authority | 40 |
| | 20.16 Force Majeure | 40 |
| | 20.17 Estoppel Certificates | 41 |
| | 20.18 Exemption of Landlord from Liability | 41 |
| | 20.19 Termination of Lease by Tenant | 41 |

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION
AIRSPACE GROUND LEASE

THIS LEASE is made and entered into this 1st day of
OCT 04 1990, 19__, by and between the STATE OF CALIFORNIA,
acting by and through its Department of Transportation, herein-
after called "Landlord," and the City of San Diego, acting by
and through its City Manager, hereinafter called "Tenant."

W I T N E S S E T H

For and in consideration of the rental and of the cove-
nants and agreements hereinafter set forth to be kept and per-
formed by the Tenant, Landlord hereby leases to Tenant and Tenant
hereby leases from Landlord the Premises herein described for the
term, at the rental and subject to and upon all of the terms,
covenants and agreements hereinafter set forth.

ARTICLE 1. SUMMARY OF LEASE PROVISIONS

Date: COMMENCING ~~NOV 01 1988~~ NOV 01 1990

Landlord: State of California, Department of Transportation

Tenant: City of San Diego

Premises: Located in the City of San Diego, County of San Diego,
State of California, commonly known as 11-SD-5-26 (FLA), more
particularly described in Article 2.

Lease Term: Five years with five 5-year options to renew at same
terms and conditions. (Article 3)

Rent: \$1 per month to be paid five years in advance on the first

1 day of the first month of this lease and on the first day of
2 the first month of each five-year option if exercised.

3 (Article 4)

4 Use: Emergency shelter or feeding program purposes only as
5 set forth in Streets and Highways Code section 104.18, and
6 Article 5.1 herein.

7 Fire Insurance: 90 percent of replacement value. (Article 9)

8 Liability Insurance: \$2,000,000. (Article 9)

9 Address for Notices: (Article 19)

10 To Landlord: State of California, Department of Transportation
11 P. O. Box 85406

12 San Diego, CA 92138

13 To Tenant: City of San Diego
14 Attention: Property Director
1200 Third Avenue, Suite 1700
15 San Diego, CA 92101

16 References in this Article 1 to the other Articles are
17 for convenience and designate other Articles where references to
18 the particular item contained in the Summary of Lease Provisions
19 appears. Each reference in this Lease to the Summary of Lease
20 Provisions contained in this Article 1 shall be construed to
21 incorporate all of the terms provided under the Summary of Lease
22 Provisions. In the event of any conflict between the Summary of
23 Lease Provisions and the balance of the Lease, the latter shall
24 control.

25 ARTICLE 2. PREMISES

26 Landlord hereby leases to Tenant, and Tenant hereby
27 leases from Landlord, for the term, at the rent, and upon the

1 covenants and conditions hereinafter set forth, those certain
2 premises, known as Airspace Lease Area No. 11-SD-5-26 (FLA),
3 situated in the City of San Diego, County of San Diego, said
4 land or interest therein being shown on the map or plat marked,
5 "Exhibit A," attached hereto and by this reference made a part
6 hereof, and more particularly described as follows:

7 The land referred to herein is situated in the State
8 of California, County of San Diego, and is described as
9 follows:

10 All that real property in the City of San Diego, County
11 of San Diego, State of California, including portions of Block 40
12 of Sherman's addition according to map thereof no. 856; A.
13 Hart's resubdivision. According to map thereof no. 186; and Block
14 33 of Remondino's subdivision according to map no. 53, all being
15 filed in the Office of the County Recorder of San Diego County,
16 and portions of K Street, L Street and Seventeenth Street,
17 described as a whole as follows:

18 Beginning at a point on that course described as "S. 0°
19 18' 30" W., 30.00 feet" in Parcel 34 of that certain relinquish-
20 ment of highway right of way, according to relinquishment no.
21 12739, recorded November 17, 1964, as file/page no. 209371, filed
22 in the Office of the County Recorder of San Diego County, said
23 point lying S. 00° 18' 30" W., 20.67 feet from the northerly
24 terminus of said course, said point being on the easterly boundary
25 of that land as described in said relinquishment; thence along
26 said boundary and following seven courses: (1) N. 00° 18' 30" E.,
27 20.67 feet; (2) N. 89° 41' 30" W., 8.00 feet; (3) N. 00° 18' 30"

1 E., 39.74 feet; (4) along a tangent curve to the right, having a
2 radius of 1,495 feet, through a central angle of 3° 09' 46", an
3 arc length of 82.53 feet; (5) N. 3° 28' 16" E., 134.69 feet; (6)
4 N. 5° 55' 36" E., 64.42 feet; (7) N. 0° 18' 30" E., 168.88 feet;
5 thence (8) leaving said boundary S. 19° 17' 41" E., 232.46
6 feet; thence (9) S. 16° 44' 39" W., 303.82 feet to the point
7 of beginning.

8 The bearing and distances used in the above descrip-
9 tion are on the California Coordinate System, Zone 6. Multiply
10 all distances shown by 1.00000 to obtain ground level
11 distances.

12 It is hereby agreed that Landlord confers no rights
13 either with regard to the subsurface of the land more than
14 five (5) feet below the ground level of premises or with
15 regard to airspace, more than five (5) feet over the top
16 surface of any structures erected by the tenant on the
17 premises, not to exceed thirty (30) feet over ground level,
18 whichever is lower.

19 ARTICLE 3. TERM

20 3.1 Term

21 The term of this Lease shall be for five (5) years,
22 commencing on the first day of the calendar month following
23 execution of this agreement.

24 3.2 Options to Extend

25 Provided that Tenant is not in default of this lease,
26 Tenant has the option to extend this lease five times for an
27 additional term of five years each, subject to all original

1 agreements, considerations, covenants and conditions.

2 ARTICLE 4. RENT

3 4.1 Minimum Rent

4 Tenant shall pay to Landlord as rent, without deduction,
5 setoff, prior notice, or demand, the sum of \$2,560 for the 5-year
6 term in advance within 30 calendar days after the day the lease
7 is executed. Rent for each five-year option period shall be paid
8 in advance on the first day of the first month of each five-year
9 option if exercised.

10 All rent shall be paid to Landlord at the address to
11 which notices to Landlord are given.

12 4.2 Adjustment

13 Said rental amount is based on the \$1 per month rental
14 rate and \$500 annual administrative fee stipulated in Section
15 104.18 of the Streets and Highways Code. Said rental rate is
16 subject to adjustment to a fair market value rental rate in
17 the event that Section 104.18 is amended at any time during the
18 5-year lease term or any of the succeeding five-year option
19 periods.

20 ARTICLE 5. USE

21 5.1 Limited and Specified Use

22 The Premises shall be used and occupied by Tenant
23 only for emergency shelter and feeding program purposes as
24 set forth in Streets and Highways Code section 104.18 during
25 daylight hours and for no other purpose whatsoever without
26 obtaining prior written consent of the Landlord and the
27 concurrence of the Federal Highway Administration. The

1 Tenant's failure to limit its use of the Premises as set
2 forth herein shall constitute a material default and breach
3 of this Lease.

4 5.2 Condition of Premises

5 Tenant hereby accepts the Premises in their condi-
6 tion existing as of the date of the execution hereof, subject
7 to all applicable zoning, municipal, county, state and federal
8 laws, ordinances and regulations governing and regulating the
9 use of the Premises, and accepts this Lease subject thereto
10 and to all matters disclosed thereby and by any exhibits
11 attached hereto. Tenant acknowledges that neither Landlord
12 nor any agent of Landlord has made any representation or
13 warranty with respect to the condition of the Premises or the
14 suitability thereof for the conduct of Tenant's business,
15 nor has Landlord agreed to undertake any modification, altera-
16 tion or improvement to the Premises except as provided in
17 this Lease.

18 5.3 Compliance with Law

19 Tenant shall not use the Premises or permit anything to
20 be done in or about the Premises which will in any way conflict
21 with Streets and Highways Code section 104.18, or any other law,
22 statute, zoning restriction, ordinance or governmental rule or
23 regulation or requirements of duly constituted public authori-
24 ties now in force or which may hereafter be in force and with
25 the requirements of the Fire Marshal or other similar body now
26 or hereafter constituted relating to or affecting the condition,
27 use or occupancy of the Premises. The judgment of any court of

1 competent jurisdiction or the admission of Tenant in any action
2 against Tenant, whether Landlord be a party thereto or not, that
3 Tenant has violated any law, statute, ordinance or governmental
4 rule, regulation or requirement, shall be conclusive of that fact
5 as between Landlord and Tenant. Tenant shall not allow the
6 Premises to be used for any unlawful purpose, nor shall Tenant
7 cause, maintain or permit any nuisance in, on or about the
8 Premises. Tenant shall not commit or suffer to be committed
9 any waste in or upon the Premises.

10 5.4 Petroleum Products

11 Tenant shall not install facilities for, nor operate
12 on the land above or below a highway or freeway, a gasoline or
13 petroleum supply station, nor shall the transportation of gaso-
14 line or petroleum products be permitted under the viaduct
15 structures.

16 5.5 Explosives and Flammable Materials

17 The premises shall not be used for the manufacture of
18 flammable materials or explosives, or for any storage of flammable
19 materials, explosives or other materials or other purposes deemed
20 by Landlord to be a potential fire or other hazard to the trans-
21 portation facility. The operation and maintenance of the leased
22 premises shall be subject to regulations of Landlord so as to
23 protect against fire or other hazard impairing the use, safety
24 and appearance of the transportation facility. The occupancy and
25 use of the area shall not be such as will permit hazardous or
26 unreasonably objectionable smoke, fumes, vapors or odors to rise
27 above the surface of the traveled way of the transportation

1 facility.

2 5.6 Signs

3 Tenant shall not construct, erect, maintain or permit any
4 sign, banner or flag upon the premises without the prior written
5 approval of Landlord. The term "sign" means any card, cloth,
6 paper, metal, painted or wooden sign of any character placed for
7 any purpose on or to the ground or any tree, wall, bush, rock,
8 fence, building, structure, trailer or thing. Landlord may
9 remove any unapproved sign, banner or flag existing on the
10 premises, and Tenant shall be liable to and shall reimburse
11 Landlord for the cost of such removal plus interest as provided
12 in paragraph 20.11 from the date of completion of such removal.

13 5.7 Landlord's Rules and Regulations

14 Tenant shall faithfully observe and comply with the
15 rules and regulations that Landlord shall from time to time
16 promulgate for the protection of the transportation facility and
17 the safety of the traveling public. Landlord reserves the right
18 from time to time to make reasonable modifications to said rules
19 and regulations. The additions and modifications to those rules
20 and regulations shall be binding upon Tenant upon delivery of a
21 copy of them to Tenant.

22 5.8 Future Use

23 Landlord and Tenant further agree that in the event that
24 it becomes necessary for Landlord to utilize the airspace above
25 the leased premises, Landlord reserves the right of entry for
26 construction of transportation-related public facilities.

27 Landlord shall give Tenant 180 days written notice prior

1 to start of construction of said facilities.

2 ARTICLE 6. COMMENCEMENT AND COMPLETION OF INITIAL CONSTRUCTION

3 6.1 Completion of Construction and Occupancy of Improvements

4 Construction of the improvements shall be completed con-
5 sistent with the approved construction plans within 730 calendar
6 days after the commencement of construction. Tenant shall not
7 occupy or use any of the improvements until Tenant has received
8 final building approval and a Certificate of Occupancy from the
9 appropriate local agency and Landlord has issued to Tenant an
10 executed Encroachment Permit Completion Notice. In the event
11 Tenant violates any of the provisions of this paragraph, this
12 Lease may be terminated by Landlord and be of no further force
13 and effect.

14 ARTICLE 7. REQUIREMENTS FOR CONSTRUCTION OR ALTERATION OF
15 IMPROVEMENTS

16 7.1 Encroachment Permit

17 Tenant, prior to construction or alteration of any
18 improvements on or of the leased premises shall obtain an
19 executed Encroachment Permit from Landlord.

20 Issuance by Landlord of an Encroachment Permit shall be
21 contingent upon Tenant's providing the following:

- 22 (a) Final construction plans and detailed specifica-
23 tions. All such plans and specifications submitted
24 by Tenant to Landlord shall be subject to Landlord's
25 review and approval.
- 26 (b) Evidence of coverage that assures Landlord that
27 sufficient monies will be available to complete the

1 proposed construction or alteration. The amount of
2 coverage shall be at least equal to the total
3 estimated construction cost. Such coverage shall
4 take one of the following forms:

- 5 (1) Completion bond issued to Landlord as
6 obligee.
- 7 (2) Performance bond and labor and material bond
8 or performance bond containing the provisions
9 of the labor and material bond supplied by
10 Tenant's contractor or contractors, provided
11 said bonds are issued jointly to Tenant and
12 Landlord as obligees.
- 13 (3) Irrevocable letter of credit issued to Landlord
14 from a financial institution to be in effect
15 until Landlord acknowledges satisfactory com-
16 pletion of construction.
- 17 (4) Any combination of the above.

18 All bonds and letters of credit shall be issued by
19 a company qualified to do business in the State of
20 California and acceptable to Landlord. [All bonds
21 and letters of credit shall be in a form acceptable
22 to Landlord and shall ensure faithful and full
23 observance and performance by Tenant of all terms,
24 conditions, covenants and agreements relating to the
25 construction of improvements within the leased
26 premises.]

- 27 (c) Liability insurance as provided in paragraph 9.2.

- 1 (d) Fire insurance as provided in paragraph 9.3.
2 (e) A copy of a building permit issued by the appro-
3 priate local jurisdiction.
4 (f) A copy of Tenant's contract with the general con-
5 tractor actually performing construction.
6 (g) Note and Deed of Trust.
7 (h) Loan escrow instructions, if any.
8 (i) Final landscaping and irrigation plans and detailed
9 specifications including a maintenance plan for
10 litter removal, watering, fertilization and replace-
11 ment of landscaping.
12 (j) Evidence that the City of San Diego has allocated
13 funds equal to the total estimated construction
14 cost and has encumbered these funds solely for the
15 purpose of constructing the emergency shelter/
16 feeding program facility.

17 Tenant agrees to diligently apply for and meet all
18 requirements for issuance of Encroachment Permit and Landlord
19 agrees to not unreasonably withhold issuance of said Encroachment
20 Permit.

21 7.2 Soil Compaction Tests

22 At Tenant's sole cost and expense, Tenant shall secure
23 soil compaction tests as necessary for construction of Tenant's
24 improvements. Tenant shall notify Landlord of the location of
25 all test borings. Tenant hereby agrees that Landlord is making no
26 representation regarding existing soil compaction. Tenant shall
27 save Landlord harmless of and from any loss or damage caused by

Submitted

1 inadequate soil compaction for Tenant's proposed improvements.

2 7.3 Standard of Construction

3 Tenant agrees that any improvements or construction upon
4 the premises shall: (a) be consistent with all fire safety
5 requirements, (b) be subject to the approval of Landlord and the
6 concurrence of the Federal Highway Administration, and (c) in
7 every respect comply with the laws, ordinances and regulations,
8 federal, state, municipal or otherwise, that may govern construc-
9 tion of the same. Tenant shall save Landlord harmless of and from
10 any loss or damage by reason of the construction of said new
11 improvements.

12 7.4 "As-Built" Plans

13 Within ninety (90) days after completion of construction
14 of improvements or alterations, Tenant shall furnish Landlord, at
15 Tenant's expense, one set of Mylar or Cronoflex "As-Built" plans,
16 according to a scale and size designated by Landlord, showing
17 said improvements as constructed in detail, including the location
18 of underground and aboveground utility lines.

19 7.5 Ownership of Improvements

20 During the term of this Lease all buildings, structures
21 and improvements constructed on the premises by Tenant shall be
22 vested in Tenant. At the expiration or termination of this lease,
23 all buildings, structures and improvements constructed on the
24 premises by Tenant shall vest in Landlord. Tenant shall deliver
25 said buildings, structures and improvements to Landlord in good
26 condition and repair, reasonable wear and tear excepted, without
27 compensation to Tenant, any subtenant or third party, free and

1 clear of all claims to or against them by Tenant, any subtenant or
2 third party, and Tenant shall defend and hold Landlord harmless
3 from all liability arising from such claims or from the exercise
4 by Landlord of its rights under this paragraph. In the event said
5 buildings, structures and improvements are not delivered to Land-
6 lord in good condition and repair, reasonable wear and tear
7 excepted, Landlord shall make the necessary maintenance and
8 repairs and Tenant shall be liable to and shall reimburse Land-
9 lord for any such expenditures made, plus interest as provided in
10 paragraph 20.11 from the date of completion of work. Landlord may
11 elect within 90 days before the expiration of the term, or within
12 30 days after the termination of the term, to require Tenant to
13 remove any improvements which Tenant has constructed on the
14 premises. If Landlord so elects, Tenant at its cost shall
15 remove said improvements within 90 days after the end of the
16 term, or within 180 days after notice of election is given,
17 whichever is later.

18 ARTICLE 8. MAINTENANCE AND REPAIRS

19 8.1 Tenant's Obligations

20 Tenant, at its own cost and expense, shall maintain the
21 leased premises, improvements and landscaping thereon, including
22 fences, and guardrails heretofore, or hereafter erected, in good
23 repair and in compliance with all requirements of law. Tenant
24 shall take all steps necessary to protect effectively the fences,
25 guardrails, and the piers and columns, if any, of the viaduct from
26 damage incident to Tenant's use of said premises and improvements,
27 all without expense to Landlord.

1 Tenant shall designate in writing to Landlord a represen-
2 tative who shall be responsible for the day-to-day operation and
3 level of maintenance, cleanliness and general order.

4 8.2 Retention of Existing Improvements

5 Landlord may at its option retain existing State improve-
6 ments including fencing, lighting and irrigation facilities. If
7 Landlord elects to retain any improvements, Tenant shall remove
8 same and deliver same to Landlord's nearest maintenance station
9 at no cost to Landlord.

10 8.3 Landlord's Rights

11 In the event Tenant fails to perform Tenant's obligations
12 under this Article, Landlord shall give Tenant notice to do such
13 acts as are reasonably required to so maintain the premises. If
14 Tenant fails to do the work and diligently prosecute it to comple-
15 tion, then Landlord shall have the right, but not the obligation,
16 to do such acts and expend such funds at the expense of Tenant as
17 are reasonably required to perform such work. Any amount so
18 expended by Landlord shall be paid by Tenant promptly after
19 demand plus interest as provided in paragraph 20.11 from the date
20 of completion of such work. Landlord shall have no liability to
21 Tenant for any damage, inconvenience or interference with the use
22 of the premises by Tenant as a result of performing any such work.

23 ARTICLE 9. INSURANCE

24 9.1 Exemption of Landlord from Liability

25 This Lease is made upon the express condition that
26 Landlord is to be free from all liability and claims for damages
27 by reason of any injury to any person or persons, including

1 Tenant, or property of any kind whatsoever and to whomsoever
2 belonging, including Tenant, from any cause or causes resulting
3 from the operation or use of the premises by Tenant, its agents,
4 customers or business invitees. Tenant hereby covenants and
5 agrees to indemnify and save harmless Landlord from all liability,
6 loss, cost and obligation on account of any such injuries or
7 losses.

8 9.2 Liability Insurance

9 If Tenant is self-insured, then Tenant shall send Land-
10 lord a declaration that it is self-insured annually. If Tenant is
11 no longer self-insured, then Tenant shall, at its own cost and
12 expense, procure and keep in force during the term of this lease,
13 bodily injury liability and property damage liability insurance
14 adequate to protect Landlord, its officers, agents and employees,
15 against any liability to the public resulting from injury or death
16 of any person or damage to property in connection with the area,
17 operation or condition of the premises, including any and all
18 liability of Landlord for damage to vehicles parked on the leased
19 premises. Such insurance shall be in an amount of not less than
20 \$2,000,000 combined single limit for bodily injury and property
21 damage. The limits of such insurance shall not limit the liabil-
22 ity of Tenant. All insurance required hereunder shall be with
23 companies to be approved by Landlord. All such policies shall be
24 written as primary policies, not contributing with and not in
25 excess of coverage which Landlord may carry. Said policies shall
26 name the State as an additional insured and shall insure against
27 the contingent liabilities, if any, of Landlord and the officers,

1 agents, and employees of Landlord and shall obligate the insurance
2 carriers to notify Landlord, in writing, not less than thirty (30)
3 days prior to the cancellation thereof, or any other change
4 affecting the coverage of the policies. If said policies contain
5 any exclusion concerning property in the care, custody or control
6 of the insured, an endorsement shall be attached thereto stating
7 that such exclusion shall not apply with regard to any liability
8 of the State of California, its officers, agents, or employees.
9 Tenant shall furnish to Landlord a certified copy of each and
10 every such policy or a Certificate of Insurance acceptable to the
11 Landlord within not more than ten (10) days after execution
12 thereof. Landlord shall retain the right at any time to review
13 the coverage, form, and amount of the insurance required hereby.
14 If, in the opinion of Landlord, the insurance provisions in this
15 Lease do not provide adequate protection for Landlord and for
16 members of the public using the leased premises, Landlord may
17 require Tenant to obtain insurance sufficient in coverage, form
18 and amount to provide adequate protection. Landlord's require-
19 ments shall be reasonable but shall be designed to assure protec-
20 tion from and against the kind and extent of the risks which exist
21 at the time a change in insurance is required. Landlord shall
22 notify Tenant in writing of changes in the insurance requirements;
23 and if Tenant does not deposit copies of acceptable insurance
24 policies with Landlord incorporating such changes within sixty
25 (60) days of receipt of such notice, this Lease may be terminated,
26 at Landlord's option, without further notice to Tenant, and be of
27 no further force and effect.

1 9.3 Fire and Extended Coverage Insurance

2 Tenant shall obtain and keep in effect at all times
3 during the term of this Lease fire and extended coverage insurance
4 upon all buildings, structures and improvements constructed on the
5 premises; providing, however, that Tenant has the option of self-
6 insuring a portion or all of the required coverage by giving Land-
7 lord notice of such action including the size of portion being
8 self-insured. Such policy or policies of insurance shall be for
9 not less than ninety (90) percent of the full replacement value of
10 the property covered and shall provide for payment of losses to
11 Tenant. Landlord shall be named as an additional insured on all
12 fire and extended coverage insurance policies placed on the build-
13 ings, structures and improvements on said premises. The full
14 replacement value of the buildings, structures and improvements to
15 be insured under this paragraph shall be determined by the company
16 issuing the insurance policy at the time the policy is initially
17 obtained. Not more frequently than once each year, either party
18 shall have the right to notify the other party that it elects to
19 have the replacement value redetermined by an insurance company.
20 The redetermination shall be made promptly and in accordance with
21 the rules and practices of the Board of Fire Underwriters, or a
22 like board recognized and generally accepted by the insurance
23 company, and each party shall be promptly notified of the results
24 by the company. The insurance policy shall be adjusted according
25 to the redetermination.

26 9.4 Failure to Procure and Maintain Insurance

27 Providing Tenant may insure itself, if Tenant fails to

1 procure or maintain the insurance required by this Article in full
2 force and effect, Landlord may take out insurance and pay the
3 premiums thereon, and the repayment thereof, plus payment of
4 interest as provided in paragraph 20.11 from the date such
5 insurance is obtained, shall be the sole obligation of Tenant and
6 shall be deemed to be additional rental and payable as such on the
7 next day upon which rent becomes due hereunder. In addition, if
8 Tenant fails to procure or maintain the insurance required by this
9 Article, Tenant shall cease and desist from operating any business
10 on the premises and the improvements erected thereon and shall
11 prevent members of the public from gaining access to the premises
12 during any period in which such insurance policies are not in full
13 force and effect. In the event that Tenant fails to cease its
14 operations and fails to prevent public access to the premises,
15 Landlord shall have the right to immediately secure and close the
16 premises by taking any action it deems necessary to preclude
17 Tenant from conducting its operations and prevent the public from
18 gaining access to the leased premises during the period such
19 insurance policies are not in full force and effect.

20 9.5 Waiver of Subrogation

21 Landlord and Tenant each hereby waive any and all rights
22 of recovery against the other, or against the officers, employees,
23 agents and representatives of the other, for loss of or damage to
24 such waiving party or its property or the property of others under
25 its control to the extent that such loss or damage is insured
26 against under any insurance policy in force at the time of such
27 loss or damages. The insuring party shall upon obtaining the

1 policies of insurance required hereunder, give notice to the
2 insurance carrier or carriers that the foregoing mutual waiver of
3 subrogation is contained in the Lease.

4 ARTICLE 10. DAMAGE OR DESTRUCTION

5 10.1 Duty to Repair or Restore

6 If during the term of this Lease any building or improve-
7 ment on, in or appurtenant to the land at the commencement of the
8 term or thereafter erected thereon shall be destroyed or damaged
9 in whole or in part by fire or other cause, or shall be declared
10 unsafe or unfit for use or occupancy by a public entity with the
11 authority to make and enforce such declaration, Tenant shall give
12 to Landlord immediate notice thereof, and Tenant shall within
13 thirty (30) days commence, and diligently pursue to completion,
14 the repair, replacement or reconstruction of the same, at least
15 to the extent of the value and as nearly as possible to the
16 character of the buildings and improvements existing immediately
17 prior to such occurrence; and Landlord shall in no event be
18 called upon to repair, replace or rebuild any such buildings
19 or improvements. Tenant shall continue to pay rent hereunder
20 during the period said improvements shall be damaged or
21 destroyed.

22 10.2 Relief for Substantial Loss of Area and Damage or

23 Destruction During Term

24 Tenant is relieved of the obligation to, but may, repair,
25 restore, or reconstruct improvements damaged or destroyed during
26 the primary five (5) year term or any five-year option period term
27 if (a) more than thirty-five percent (35%) of the improvements

1 constructed on the premises are damaged or destroyed; (b) the
2 damage or destruction is uninsured and is not required to be
3 insured under any provision of this Lease; and (c) Tenant complies
4 with all the following conditions:

- 5 (1) Gives Landlord notice of damage or destruction
6 promptly but not later than ten (10) days after the
7 event, detailing facts that qualify the casualty
8 under this provision.
- 9 (2) Is not in default under any provision or condition
10 of this Lease.
- 11 (3) Continues to make all payments when due as required
12 by the provisions of this Lease, provided that Land-
13 lord may, by notice given at any time after Tenant's
14 notice of the damage or destruction, elect to
15 terminate the Lease at a date stated in Landlord's
16 notice and to forgive all rent for the period
17 following that date.
- 18 (4) Pays in full, or has paid in full, any outstanding
19 indebtedness incurred by Tenant and secured by an
20 encumbrance or encumbrances on the leasehold.
- 21 (5) Delivers possession of the premises to Landlord and
22 quitclaims all right, title and interest in the
23 land and improvements if, and promptly after,
24 ceasing to do business on the premises.
- 25 (6) Causes to be discharged all liens and encumbrances
26 resulting from any act or omission of lessee.
- 27 (7) Removes or deposits the cost of removing all

1 fixtures and improvements if Landlord so elects
2 under the paragraph 7.5.

3 Tenant shall also be relieved of the obligations to
4 repair, restore or reconstruct improvements because of an insured
5 loss if Tenant complies with all the above provisions and also
6 assigns all net proceeds from the insurance settlement to Land-
7 lord. "Net proceeds" shall mean the full amount of the insurance
8 settlement less any amount paid to beneficiaries under deeds of
9 trusts approved by Landlord pursuant to paragraph 17.8.

10 ARTICLE 11. PAYMENT OF TAXES

11 Tenant agrees to pay and discharge, or cause to be paid
12 and discharged when due, before the same become delinquent, all
13 taxes, assessments, impositions, levies and charges of every
14 kind, nature and description, whether general or special, ordinary
15 or extraordinary, which may at any time or from time to time
16 during the term of this Lease, by or according to any law or
17 governmental, legal, political, or other authority whatsoever,
18 directly or indirectly, be taxed, levied, charged, assessed or
19 imposed upon or against, or which shall be or may be or become a
20 lien upon said premises or any buildings, improvements or
21 structures at any time located thereon, or any estate, right,
22 title or interest of Tenant in and to said premises, buildings,
23 improvements or structures. Tenant shall pay when due, before
24 delinquency, personal property taxes on fixtures, equipment and
25 facilities owned by Tenant, whether or not the same have become
26 so fixed to the land as to comprise a part of the real estate.
27 Tenant understands that any possessory interest of Tenant created

1 in the leased premises by this Lease may be subject to property
2 taxation and that Tenant may be liable for payment of any such
3 tax levied on such interest. Any obligation of Tenant under
4 this Article, including possessory interest tax that the city or
5 county may impose upon Tenant's interest herein, shall not reduce
6 any rent due Landlord hereunder and any such obligation shall
7 become the liability of and be paid by Tenant. In the event
8 Tenant shall fail to discharge any of the above obligations, Land-
9 lord may, at its option, discharge the same and the amount so paid
10 by Landlord, plus interest as provided in paragraph 20.11 from the
11 date of payment by Landlord, shall be added to the rentals next
12 accruing under this Lease; provided that Tenant shall have the
13 privilege at its own expense and before delinquency occurs of
14 contesting, objecting to or opposing the legality or validity or
15 amount of such taxes. Any default in the payment of said obliga-
16 tions shall, at the option of Landlord, be considered a default
17 under the terms of this Lease.

18 ARTICLE 12. RIGHT OF ENTRY

19 Landlord, through its agents or representatives, and
20 other city, county, state and federal agencies, through their
21 agents or representatives, shall have full right and authority to
22 enter in and upon the premises and any building or improvements
23 situated thereon at any and all reasonable times during the term
24 of this Lease for the purpose of inspecting the same without
25 interference or hindrance by Tenant, its agents or
26 representatives.

27 Landlord further reserves the right of entry for the

1 purpose of inspecting the premises, or the doing of any and all
2 acts necessary or proper on said premises in connection with the
3 protection, maintenance, reconstruction, and operation of the
4 freeway structures and its appurtenances; provided, further, that
5 Landlord reserves the further right, at its discretion, to
6 immediate possession of the same in case of any national or other
7 emergency, or for the purpose of preventing sabotage, and for the
8 protection of said freeway structures, in which event the term of
9 this Lease shall be extended for a period equal to the emergency
10 occupancy by Landlord, and during said period Tenant shall be
11 relieved, to the degree of interference, from the performance of
12 conditions or covenants specified herein. Landlord further
13 reserves the right of entry by any authorized officer, engineer,
14 employee, contractor or agent of the Landlord for the purpose of
15 performing any maintenance activities upon the property which
16 Tenant has failed to perform.

17 ARTICLE 13. CONDEMNATION

18 13.1 Termination of Lease as to Part Condemned

19 In the event the whole or any part of the premises is
20 condemned by a public entity in the lawful exercise of the power
21 of eminent domain, this Lease shall cease as to the part condemned
22 upon the date possession of that part is taken by the public
23 entity. In the event it becomes necessary for Landlord to acquire
24 the whole or any part of the premises for a transportation-related
25 public use, Tenant hereby specifically waives all objections to
26 Landlord's right to take; and the only issue to be resolved in
27 any condemnation action shall be the amount of compensation to

1 which Tenant is entitled under paragraph 13.4.

2 13.2 Nonsubstantial Taking

3 If only a part is condemned and the taking of that
4 part does not substantially impair the capacity of the remainder
5 to be used for the purposes required in this Lease, Tenant shall
6 continue to be bound by the terms, covenants, and conditions of
7 this Lease; provided, however, that if the fair rental value of
8 the remainder will be less than the rent required by this Lease,
9 the minimum monthly rent and adjusted minimum monthly rent shall
10 be reduced to the fair rental value as of the date possession of
11 the part is taken by the public entity.

12 13.3 Substantial Taking

13 If only a part is condemned and the taking of the part
14 substantially impairs the capacity of the remainder to be used
15 for the purposes required in this Lease, Tenant may elect to:

16 (a) Terminate this Lease and be absolved of obliga-
17 tions hereunder which have not accrued at the
18 date possession is taken by the public entity;
19 or

20 (b) Continue to occupy the remainder of the premises
21 and remain bound by the terms, covenants and
22 conditions of this Lease. If Tenant elects to
23 continue to occupy the remainder, and if the fair
24 rental value of the remainder will be less than the
25 rent required by this Lease, the minimum monthly
26 rent and adjusted minimum monthly rent shall be
27 reduced to the fair rental value as of the date

1 possession of the part is taken by the public
2 entity.

3 Tenant shall give notice in writing of its election
4 hereunder within thirty (30) days of the date possession of the
5 part is taken by the public entity.

6 13.4 Compensation

7 Landlord shall be entitled to receive and shall receive
8 all compensation for the condemnation of all or any portion of
9 the premises by exercise of eminent domain except as herein-
10 after provided. Tenant shall be entitled to that portion of
11 said compensation which represents the present worth as of the
12 date possession is taken by the public entity of the remaining
13 use under the Lease of all improvements constructed by Tenant
14 on the leased premises located within the part taken by the
15 public entity.

16 Tenant shall assert no claim for loss of bonus value.
17 For the purposes of this Article, "bonus value" means that
18 value attributable to the fact that the rental rate Tenant
19 is obligated to pay under this Lease is less than the fair
20 market lease rate of the premises.

21 Tenant shall assert no claim for benefits under either
22 the State or Federal Relocation Assistance Act (42 U.S.C. Sections
23 4601, et seq.; Government Code Sections 7260, et seq.). In the
24 event any person becomes eligible to receive benefits under either
25 the State or the Federal Relocation Assistance Act as a result
26 of Landlord's acquisition of all or any portion of the leased
27 premises, Tenant shall pay to said person any and all benefits

1 to which he may be entitled under said Act. In no event shall
2 Landlord be liable for paying any of these benefits.

3 If all or a portion of the leased premises is condemned
4 at a time when Tenant possesses an interest in real property
5 located outside the leased premises (hereinafter called "outside
6 property"), Tenant shall not be entitled to any compensation
7 otherwise accruing to the outside property by reason of the
8 severance therefrom of the condemned portion of the leased
9 premises.

10 ARTICLE 14. UTILITIES

11 Tenant shall pay prior to delinquency for all water,
12 gas, heat, light, power, telephone, sewage, air conditioning and
13 ventilating, scavenger, janitorial and landscaping services and
14 all other materials and utilities supplied to the premises. Land-
15 lord shall not be liable in damages or otherwise for any failure
16 or interruption of any utility service furnished to the premises,
17 and no such failure or interruption shall entitle Tenant to
18 terminate this Lease.

19 ARTICLE 15. LIENS

20 15.1 Exemption of Landlord from Liability

21 Tenant shall at all times indemnify and save Landlord
22 harmless from all claims for labor or materials in connection
23 with construction, repair, alteration, or installation of struc-
24 tures, improvements, equipment or facilities within the premises,
25 and from the cost of defending against such claims, including
26 attorney fees.

27 15.2 Tenant's Obligations

1 In the event a lien is imposed upon the premises as a
2 result of such construction, repair, alteration or installation,
3 Tenant shall either:

- 4 1. Record a valid Release of Lien, or
- 5 2. Deposit sufficient cash with Landlord to cover the
6 amount of the claim on the lien in question and
7 authorize payment to the extent of said deposit to
8 any subsequent judgment holder that may arise as a
9 matter of public record from litigation with regard
10 to lienholder claim, or
- 11 3. Procure and record a bond in accordance with Section
12 3143 of the Civil Code, which frees the premises
13 from the claim of the lien and from any action
14 brought to foreclose the lien.

15 Should Tenant fail to accomplish one of the three
16 optional actions within 15 days after the filing of such a lien,
17 the Lease shall be in default and shall be subject to immediate
18 termination.

19 ARTICLE 16. DEFAULT

20 16.1 Default

21 The occurrence of any of the following shall constitute
22 a material default and breach of this Lease by Tenant.

23 a. Any failure by Tenant to pay rent or any other
24 monetary sums required to be paid hereunder, where such failure
25 continues for three (3) days after written notice thereof has
26 been given by Landlord to Tenant.

27 b. The abandonment or vacation of the premises by

1 Tenant. Failure to occupy and operate the premises for ten (10)
2 consecutive days shall be deemed an abandonment or vacation.

3 c. A failure by Tenant to observe and perform any other
4 provision of this Lease to be observed or performed by Tenant,
5 where such failure continues for thirty (30) days after written
6 notice thereof by Landlord to Tenant; provided, however, that if
7 the nature of such default is such that it cannot be reasonably
8 cured within such thirty (30) day period, Tenant shall not be
9 deemed to be in default if Tenant shall within such period
10 commence such cure and thereafter diligently prosecute the same
11 to completion.

12 d. The making by Tenant of any general assignment or
13 general arrangement for the benefit of creditors; the filing by
14 or against Tenant of a petition to have Tenant adjudged bankrupt
15 or of a petition for reorganization or arrangement under any law
16 relating to bankruptcy (unless, in the case of a petition filed
17 against Tenant the same is dismissed within sixty (60) days); the
18 appointment of a trustee or receiver to take possession of sub-
19 stantially all of Tenant's assets, where possession is not
20 restored to Tenant within forty-five (45) days; or the attach-
21 ment, execution or other judicial seizure of substantially all
22 of Tenant's assets, where such seizure is not discharged within
23 thirty (30) days.

24 e. Violation of Article 5.1 of this Lease.

25 f. All improvements and fixtures to the property will
26 vest in Landlord upon termination of the lease. Said termina-
27 tion may arise out of a material breach or default by Tenant

1 or the natural expiration of the lease term.

2 16.2 Landlord's Remedies

3 In the event of any material default or breach by
4 Tenant, Landlord may at any time thereafter, without limiting
5 Landlord in the exercise of any right of remedy at law or in
6 equity which Landlord may have by reason of such default or
7 breach:

8 a. Maintain this Lease in full force and effect and
9 recover the rent and other monetary charges as they become due,
10 without terminating Tenant's right to possession, irrespective of
11 whether Tenant shall have abandoned the premises. In the event
12 Landlord elects not to terminate the Lease, Landlord shall have
13 the right to attempt to re-let the premises at such rent and upon
14 such conditions and for such a term, and to do all acts necessary
15 to maintain or preserve the premises as Landlord deems reasonable
16 and necessary without being deemed to have elected to terminate
17 the Lease, including removal of all persons and property from the
18 premises; such property may be removed and stored in a public
19 warehouse or elsewhere at the cost of and for the account of
20 Tenant. In the event any such re-letting occurs, this Lease
21 shall terminate automatically upon the new tenant taking posses-
22 sion of the premises. Notwithstanding that Landlord fails to
23 elect to terminate the Lease initially, Landlord at any time
24 during the term of this Lease may elect to terminate this Lease
25 by virtue of such previous default of Tenant.

26 b. Terminate Tenant's right to possession by any lawful
27 means, in which case this Lease shall terminate and Tenant shall

1 immediately surrender possession of the premises to Landlord. In
2 such event Landlord shall be entitled to recover from Tenant all
3 damages incurred by Landlord by reason of Tenant's default includ-
4 ing without limitation thereto, the following: (i) the worth at
5 the time of award of any unpaid rent which had been earned at the
6 time of such termination; plus (ii) the worth at the time of award
7 of the amount by which the unpaid rent which would have been
8 earned after termination until the time of award exceeds the
9 amount of such rental loss that is proved could have been reason-
10 ably avoided; plus (iii) the worth at the time of award of the
11 amount by which the unpaid rent for the balance of the term after
12 the time of award exceeds the amount of such rental loss that is
13 proved could be reasonably avoided; plus (iv) any other amount
14 necessary to compensate Landlord for all the detriment proximately
15 caused by Tenant's failure to perform his obligations under this
16 Lease or which in the ordinary course of events would be likely to
17 result therefrom; plus (v) at Landlord's election, such other
18 amounts in addition to or in lieu of the foregoing as may be
19 permitted from time to time by applicable State law. Upon any
20 such re-entry Landlord shall have the right to make any reason-
21 able repairs, alterations or modifications to the premises, which
22 Landlord in its sole discretion deems reasonable and necessary.
23 As used in subparagraphs (i) and (ii), above, the "worth at the
24 time of award" is computed by allowing interest at a rate equal to
25 the Federal Reserve Bank discount rate per annum from the date of
26 default. As used in subparagraph (iii), above, the "worth at the
27 time of award" is computed by discounting such amount at the dis-

1 count rate of the Federal Reserve Bank at the time of award. The
2 term "rent" as used in this Article shall be deemed to be and to
3 mean rent to be paid pursuant to Article 4 and all other monetary
4 sums required to be paid by Tenant pursuant to the terms of this
5 Lease.

6 ARTICLE 17. ASSIGNMENTS, SUBLEASES, OPERATING AGREEMENTS AND
7 ENCUMBRANCES

8 17.1 Voluntary Assignments, Subleases, Operating Agreements
9 and Encumbrances

10 Tenant shall not voluntarily assign or encumber its
11 interest in this Lease or in the premises, or sublease all or any
12 part of the premises. Tenant shall not allow any other person or
13 entity to occupy or use or operate all or any part of the
14 premises, without first obtaining Landlord's written consent and
15 the concurrence of the Federal Highway Administration. Tenant's
16 failure to obtain the written consent of Landlord before enter-
17 ing into any agreement with any person or entity in which said
18 person or entity pays consideration to Tenant for the right to
19 occupy, use, or operate the leased premises shall constitute a
20 material breach of this Lease. As a condition of obtaining
21 Landlord's approval of such an agreement, Tenant shall assign
22 to Landlord the right to receive all consideration to be paid
23 to Tenant for the right to occupy, use, or operate the leased
24 premises.

25 Tenant's failure to obtain Landlord's required written
26 approval of any operating agreement shall render such operating
27 agreement void. Occupancy of the leased premises by a prospec-

1 tive operator before approval of the operating agreement by
2 Landlord shall constitute a material breach of this Lease.
3 Landlord's consent to any operating agreement shall not consti-
4 tute a waiver of any of the terms, covenants or conditions of
5 this Lease. Landlord shall either reasonably approve or
6 disapprove operator within 30 days or else operating agree-
7 ment shall be deemed approved.

8 Any attempt by Tenant to assign, sublease, or encumber
9 any portion of the leased premises shall render such assignment,
10 sublease, or encumbrance void. Occupancy of the leased premises
11 by a prospective transferee, sublessee, or assignee shall con-
12 stitute a breach of this lease.

13 17.2 Change in Partnership

14 If Tenant is a partnership, a withdrawal or change,
15 voluntary, involuntary, or by operation of law, or the dissolu-
16 tion of the partnership, shall be deemed a voluntary assignment.

17 17.3 Change in Tenants

18 If Tenant consists of more than one person, a pur-
19 ported assignment, voluntary, involuntary or by operation
20 of law, from one to another shall be deemed a voluntary assign-
21 ment. Landlord reserves the right to approve any change in
22 operators.

23 17.4 Change in Corporation

24 If Tenant is a corporation, any dissolution, merger,
25 consolidation, or other reorganization of Tenant, or the sale or
26 other transfer of a controlling percentage of the capital stock of
27 Tenant, or the sale of 25 percent of the value of the assets of

1 Tenant, shall be deemed a voluntary assignment. The phrase
2 "controlling percentage" means the ownership of, and the right to
3 vote, stock possessing at least 25 percent of the total combined
4 voting power of all classes of Tenant's capital stock issued,
5 outstanding, and entitled to vote for the election of directors.

6 ARTICLE 18. FAIR EMPLOYMENT PRACTICES

7 Tenant, for itself, its personal representatives,
8 successors in interest, and assigns, as a part of the considera-
9 tion hereof, does hereby covenant and agree as a covenant running
10 with the land that: (1) no person, on the ground of race, color,
11 or national origin shall be excluded from participation in, be
12 denied the benefits of, or otherwise subjected to discrimination
13 in the use of said facilities, (2) in connection with the con-
14 struction of any improvements on said land and the furnishing of
15 services thereon, no discrimination shall be practiced in the
16 selection of employees and contractors, by contractors in the
17 selection and retention of first-tier subcontractors, and by
18 first-tier subcontractors in the selection and retention of
19 second-tier subcontractors, (3) such discrimination shall not
20 be practiced against the public in its access to and use of the
21 facilities and services provided for public accommodations (such
22 as eating, sleeping, rest, recreation, and vehicle servicing)
23 constructed or operated on, over, or under the premises, and (4)
24 Tenant shall use the land in compliance with all other require-
25 ments imposed pursuant to Title 49, Code of Federal Regulations,
26 Part 21 (49 C.F.R., Part 21) and as said regulations may be
27 amended. In the event of breach of any of the above nondiscrimi-

1 nation covenants, the Landlord shall have the right to terminate
2 this Lease, and to re-enter and repossess said land and the
3 facilities thereon, and hold the same as if said Lease had
4 never been made or issued.

5 ARTICLE 19. HAZARDOUS MATERIALS AND HAZARDOUS WASTE

6 Hazardous materials are those substances listed in
7 Division 4, Chapter 30, Article 9 of Title 22, California Admini-
8 strative Code, or those which meet the toxicity, reactivity,
9 corrosivity or flammability criteria of Article 11 of the above
10 Code, as well as any other substance which poses a hazard to
11 health or environment. Except as otherwise permitted in this
12 lease, Lessee shall not use, create, store or allow any such
13 substances on the premises. Fuel stored in a motor vehicle for
14 the exclusive use in such vehicle is excepted. In no case shall
15 Lessee cause or allow the deposit or disposal of any such sub-
16 stance on the leased property. Lessor, or its agents or con-
17 tractors, shall at all times have the right to go upon and
18 inspect the leased premises and the operations conducted thereon
19 to assure compliance with the requirements herein stated. This
20 inspection may include taking samples of substances and materials
21 present for testing, and/or testing soils or underground tanks
22 on the premises. Breach of any of these covenants, terms and
23 conditions shall give Lessor authority to immediately terminate
24 this lease. It is the intent of the parties hereto that the
25 lessee shall be responsible for and bear the entire cost of
26 removal and disposal of hazardous materials or waste introduced
27 to the premises during Lessee's period of use and possession as

1 owner, operator or Lessee of the property. The Lessee shall also
2 be responsible for any cleanup and decontamination on or off the
3 leased premises necessitated by such materials or waste. Lessee
4 shall further hold the State and any officer or employee, harmless
5 from all responsibility, liability and claim for damages resulting
6 from the presence or use of hazardous materials on the premises
7 during the Lessee's period of use and possession.

8 ARTICLE 20. ADDITIONAL PROVISIONS

9 20.1 Quiet Enjoyment

10 Landlord covenants and agrees with Tenant that upon
11 Tenant paying rent and other monetary sums due under the Lease
12 and performing its covenants and conditions, Tenant shall and
13 may peaceably and quietly have, hold and enjoy the premises for
14 the term, subject however, to the terms of the Lease and of any
15 of the mortgages or deeds of trust described above.

16 20.2 Captions, Attachments, Defined Terms

17 The captions of the Articles of this Lease are for con-
18 venience only and shall not be deemed to be relevant in resolving
19 any question of interpretation or construction of any section of
20 this Lease. Exhibits attached hereto, and addenda and schedules
21 initialed by the parties, are deemed by attachment to constitute
22 part of this Lease and are incorporated herein. The words "Land-
23 lord" and "Tenant", as used herein, shall include the plural as
24 well as the singular. Words used in neuter gender include the
25 masculine and feminine and words in the masculine or feminine
26 gender include the neuter. If there be more than one Landlord or
27 Tenant, the obligations hereunder imposed upon Landlord or Tenant

1 shall be joint and several. If the Tenants are husband and wife,
2 the obligations shall extend individually to their sole and
3 separate property as well as to their community property.

4 20.3 Entire Agreement

5 This instrument along with any exhibits and attachments
6 hereto constitutes the entire agreement between Landlord and
7 Tenant relative to the premises and this agreement and the
8 exhibits and attachments may be altered, amended or revoked only
9 by an instrument in writing signed by both Landlord and Tenant.
10 Landlord and Tenant agree hereby that all prior or contemporaneous
11 oral agreements between and among themselves and their agents
12 and representatives relative to the leasing of the premises are
13 merged in or revoked by this agreement.

14 20.4 Severability

15 If any term or provision of this Lease shall, to any
16 extent, be determined by a court of competent jurisdiction to be
17 invalid or unenforceable, the remainder of this Lease shall not
18 be affected thereby, and each term and provision of this Lease
19 shall be valid and be enforceable to the fullest extent permitted
20 by law.

21 20.5 Costs of Suit

22 If Tenant or Landlord shall bring any action for any
23 relief against the other, declaratory or otherwise, arising out
24 of this Lease, including any suit by Landlord for the recovery
25 of rent or possession of the premises, the losing party shall
26 pay the successful party a reasonable sum for attorney's fees
27 which shall be deemed to have accrued on the commencement of such

1 action and shall be paid whether or not such action is prosecuted
2 to judgment. Should Landlord, without fault on Landlord's part,
3 be made a party to any litigation instituted by Tenant or by any
4 third party against Tenant, or by or against any person holding
5 under or using the premises by license of Tenant, or for the
6 foreclosure of any lien for labor or materials furnished to or
7 for Tenant or any such other person or otherwise arising out of
8 or resulting from any act or transaction of Tenant or of any such
9 other person, Tenant shall save and hold Landlord harmless from
10 any judgment rendered against Landlord or the premises or any
11 part thereof, and all costs and expenses, including reasonable
12 attorney's fees, incurred by Landlord in connection with such
13 litigation.

14 20.6 Time, Joint and Several Liability

15 Time is of the essence of this Lease and each and every
16 provision hereof, except as to the conditions relating to the
17 delivery of possession of the premises to Tenant. All the terms,
18 covenants and conditions contained in this Lease to be performed
19 by either party if such party shall consist of more than one
20 person or organization, shall be deemed to be joint and several,
21 and all rights and remedies of the parties shall be cumulative
22 and non-exclusive of any other remedy at law or in equity.

23 20.7 Binding Effect; Choice of Law

24 The parties hereto agree that all the provisions hereof
25 are to be construed as both covenants and conditions as though
26 the words importing such covenants and conditions were used in
27 each separate paragraph hereof; subject to any provisions hereof

1 restricting assignment or subletting by Tenant, all of the pro-
2 visions hereof shall bind and inure to the benefit of the parties
3 hereto and their respective heirs, legal representatives, succes-
4 sors and assigns. This Lease shall be governed by the laws of
5 the State of California.

6 20.8 Waiver

7 No covenant, term or condition or the breach thereof
8 shall be deemed waived, except by written consent of the party
9 against whom the waiver is claimed and any waiver or the breach
10 of any covenant, term or condition shall not be deemed to be a
11 waiver of any preceding or succeeding breach of the same or any
12 other covenant, term or condition. Acceptance by Landlord of
13 any performance by Tenant after the time the same shall have
14 become due shall not constitute a waiver by Landlord of the
15 breach or default of any covenant, term or condition unless
16 otherwise expressly agreed to by Landlord in writing.

17 20.9 Surrender of Premises

18 The voluntary or other surrender of this Lease by
19 Tenant, or a mutual cancellation thereof, shall not work a
20 merger and shall, at the option of the Landlord, terminate all
21 or any existing subleases or subtenancies, or may, at the option
22 of Landlord, operate as an assignment to it of any or all such
23 subleases or subtenancies.

24 20.10 Holding Over

25 If Tenant remains in possession of all or any part of
26 the premises after the expiration of the term hereof, with or
27 without the express or implied consent of Landlord, such tenancy

1 shall be from month to month only and not a renewal hereof or an
2 extension for any further term and in such case, rent and other
3 monetary sums due hereunder shall be payable in the amount and at
4 the time specified in this Lease and such month to month tenancy
5 shall be subject to every other term, covenant and agreement
6 contained herein.

7 20.11 Interest on Past Due Obligations

8 Except as expressly herein provided, any amount due to
9 Landlord not paid when due shall bear interest at a rate equal to
10 the Federal Reserve Board discount rate per annum from the due
11 date. Payment of such interest together with the amount due
12 shall excuse or cure any default by Tenant under this Lease.

13 20.12 Recording

14 Tenant shall not record this Lease without Landlord's
15 prior written consent, and such recordation shall, at the option
16 of Landlord, constitute a non-curable default of Tenant hereunder.
17 Either party shall, upon request of the other, execute, acknowl-
18 edge and deliver to the other a short form memorandum of this
19 Lease for recording purposes.

20 20.13 Notices

21 All notices or demands of any kind required or desired
22 to be given by Landlord or Tenant hereunder shall be in writing
23 and shall be deemed delivered forty-eight (48) hours after
24 depositing the notice or demand in the United States mail,
25 certified or registered, postage prepaid, addressed to the
26 Landlord or Tenant respectively at the addresses set forth in
27 Article 1.

1 20.14 No Reservation

2 Submission of this instrument for examination or signa-
3 ture by Tenant does not constitute a reservation of or option for
4 lease; it is not effective as a lease or otherwise until execu-
5 tion and delivery by both Landlord and Tenant.

6 20.15 Corporate Authority

7 If Tenant is a corporation, each individual executing
8 this Lease on behalf of said corporation represents and warrants
9 that he/she is duly authorized to execute and deliver this Lease
10 on behalf of said corporation in accordance with a duly adopted
11 resolution of the Board of Directors of said corporation or in
12 accordance with the Bylaws of said corporation, and that this
13 Lease is binding upon said corporation in accordance with its
14 terms. If Tenant is a corporation Tenant shall, within thirty
15 (30) days after execution of this Lease, deliver to Landlord a
16 certified copy of resolution of the Board of Directors of said
17 corporation authorizing or ratifying the execution of this Lease.

18 20.16 Force Majeure

19 If either Landlord or Tenant shall be delayed or
20 prevented from the performance of any act required hereunder by
21 reason of acts of God, governmental restrictions, regulations or
22 controls (except those reasonably foreseeable in connection with
23 the uses contemplated by this Lease) or other cause without fault
24 and beyond the control of the party obligated (except financial
25 inability), performance of such act shall be excused for the
26 period of the delay and the period for the performance of any
27 such act shall be extended for a period equivalent to the period

1 of such delay. Nothing in this clause shall excuse Tenant from
2 prompt payment of any rent, taxes, insurance or any other charge
3 required of Tenant, except as may be expressly provided in this
4 Lease.

5 20.17 Estoppel Certificates

6 Each party, within twenty (20) days after notice from
7 the other party, shall execute and deliver to the other party, in
8 recordable form, a certificate stating that this lease is unmodi-
9 fied and in full force and effect, or in full force and effect as
10 modified, and stating the modifications. The certificate also
11 shall state the amount of minimum monthly rent, the dates to which
12 the rent has been paid in advance, and the amount of any security
13 deposit or prepaid rent.

14 20.18 Exemption of Landlord from Liability

15 This lease is made upon the express condition that Tenant
16 hereby covenants and agrees to indemnify and save harmless Land-
17 lord from all liability, loss, cost and obligation resulting from
18 any third party challenging the validity of this lease for what-
19 ever reason or reasons.

20 20.19 Termination of Lease by Tenant

21 This lease may be terminated at any time by Tenant upon
22 providing Landlord with ninety (90) days prior notice, in writing.
23 In the event of cancellation by Tenant, said notice shall be
24 served upon Landlord, care of the Department of Transportation,
25 P. O. Box 85406, San Diego, California, 92186-5406.

26 If Tenant terminates this lease pursuant to the provi-
27 sions of this paragraph, all improvements and fixtures to the

1 property will vest in Landlord and Tenant shall not be entitled
2 to any offset or refund based on the value or cost of said
3 improvements or fixtures.

4
5 IN WITNESS WHEREOF, this Lease Agreement is executed
6 by the STATE OF CALIFORNIA (LANDLORD), acting by and through
7 its Department of Transportation, and by the CITY OF SAN DIEGO
8 (TENANT), acting by and through City Manager.

9
10 THE STATE OF CALIFORNIA
11 (LANDLORD)

12
13 Date: 10-4-90

By: Eugene C. Burleson
Eugene C. Burleson, Chief
Division of Right of Way

14 THE CITY OF SAN DIEGO
15 (TENANT)

16 Date: 9-11-90

By: Robert J. Collins
Supervising Property Agent
for the Deputy City Manager

By: _____

17
18
19
20 APPROVED as to form and legality this 11 day of September,
21 1990.

22
23
24 JOHN W. WITT, City Attorney

25 By: [Signature]
26 Deputy City Attorney
27

MAP NO. 356

"L" STREET

"K" STREET

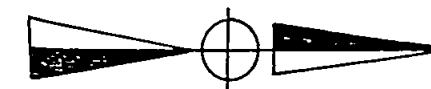


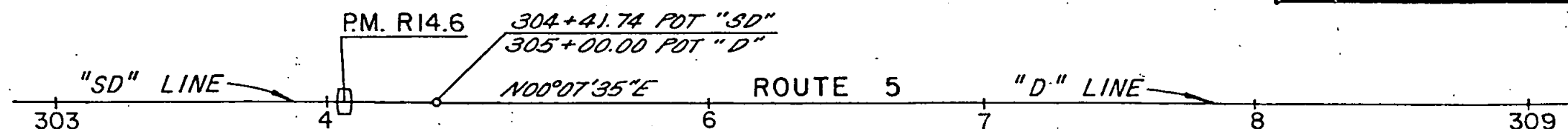
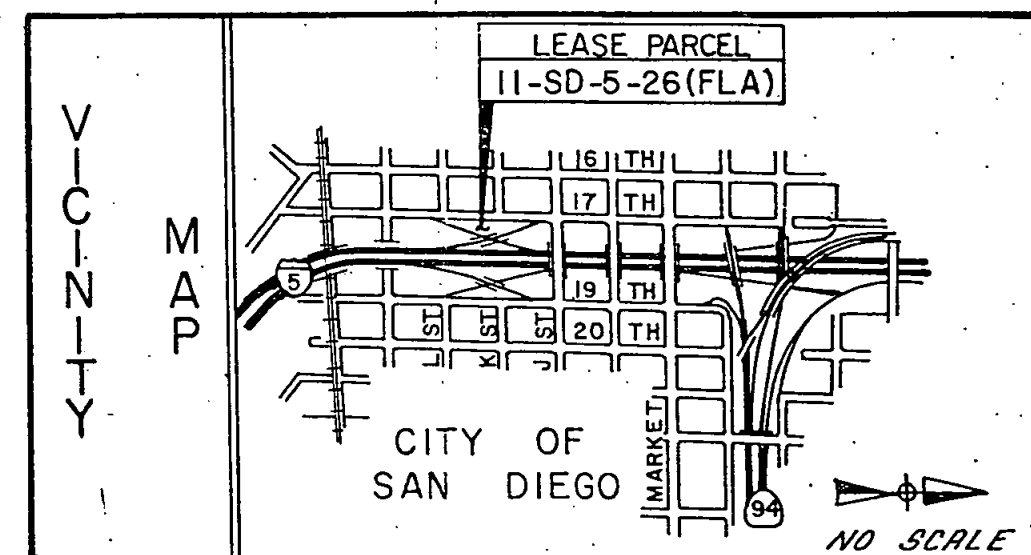
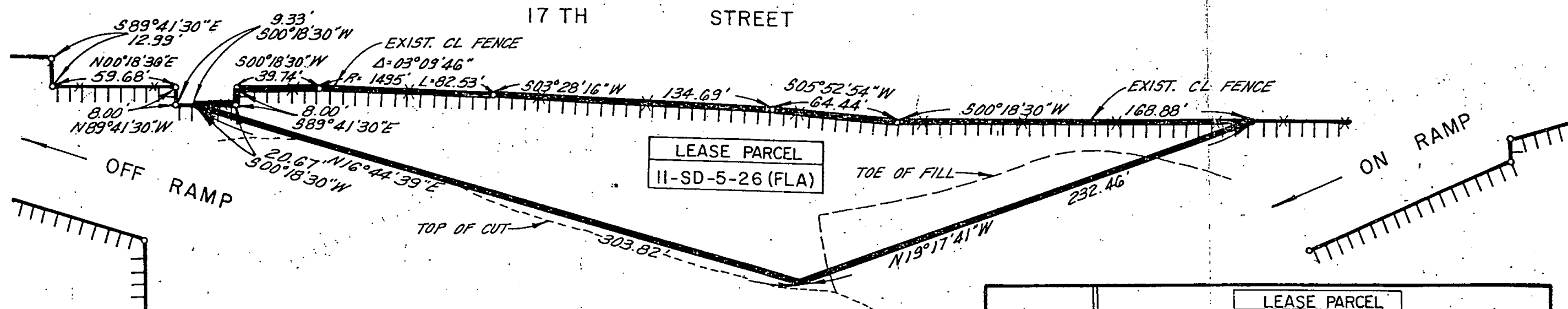
EXHIBIT "A"

N00°18'30"E

1220.64'

FOR THIS AREA SEE MAP

FOR THIS AREA SEE MAP



| FLA NUMBER | GROSS AREA | AREA OF SUPPORTS | STRUCTURE AREA |
|-----------------|-------------|------------------|----------------|
| 11-50-5-26(FLR) | 22,339 S.F. | N/A | N/A |
| | | | |
| | | | |

TYPICAL SECTION

NO SCALE

GROUND HEIGHT TO SOFFIT

NOTE: UTILITIES SHOWN FOR INFORMATION ONLY. COMPLETE AND ACCURATE UTILITY DATA SHOULD BE VERIFIED BY THE LESSEE

| | | | |
|--|---|--|-----------------|
| LEGEND & NOTES
(1) Access Denied
(2) Access Opening
(3) Previous Record Data
(4) Excludes Exter. St.
(5) Includes Eosa. Take
(6) ~~Limit~~ Limit of FLA
FOR FOUND MONUMENTS:
SEE PROX. RETRACEMENT
SURVEY MAP NO. _____
FOR HIGHWAY MONUMENTS
SEE MAP NO. _____
COUNTY ENG. MAP NO. _____
MAP DATA SHOWN IN CALIF.
COORD. SYS., ZONE 8, DIST. 1,
1,000,000 FT. EQUALS
GROUND LEVEL DISTANCES | | STATE OF CALIFORNIA
BUSINESS AND TRANSPORTATION AGENCY
DEPARTMENT OF TRANSPORTATION
DISTRICT II

FREEWAY LEASE
AREA MAP
II-SD-5-26(FLA) | |
| RIGHT OF WAY
MAP NO. _____ | | POR. LO 3528 / 3529 | |
| COUNTY ROUTE | | POST MILES | |
| SD | 5 | 14.6 | SCALE:
0 50' |

| | |
|------------------|--------|
| Project Engineer | Date |
| L. BRITTON | 5/8/74 |

FOR THIS AREA SEE MAP

Property 547
SK

(R-88-186)

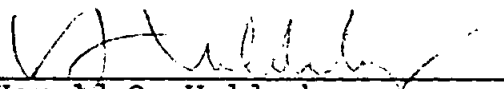
269018

RESOLUTION NUMBER R-

ADOPTED ON AUG 03 1987

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is hereby authorized to negotiate with the CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) to lease, on behalf of the Regional Task Force on the Homeless, property located on 17th Street, between K and L Streets, to be used as a Day Center for the Homeless.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Deputy City Attorney

HOV:ps
07/21/87
Or.Dept:Mgr.
R-88-186
Form=r.none

CONDITIONAL USE PERMIT NO. CUP-86-0955
CITY COUNCIL

This Conditional Use Permit is granted by the City Council of The City of San Diego to THE STATE OF CALIFORNIA, owner, and REGIONAL TASK FORCE ON THE HOMELESS, Permittee, under the conditions in Section 101.0510 of the Municipal Code of The City of San Diego.

1. Permission is granted to Owner/Permittee to establish a day center for the homeless located on the east side of 17th Street between "J" and "L" Streets, described as Interstate 5 Freeway/right-of-way, in the Centre City East Planned District (CSX subdistrict).

2. The facility shall consist of the following:

- a. Proposed 4,280-square-foot structure for the day center including showers, locker rooms, laundry facilities, staff living quarters, counseling offices.
- b. Outdoor recreation area;
- c. Off-street parking; and
- d. Accessory uses as may be determined incidental and approved by the Planning Director.

3. No fewer than two off-street parking spaces shall be maintained on the property in the approximate location shown on Exhibit "A," dated July 6, 1987, on file in the office of the Planning Department. Parking spaces shall be consistent with Division 8 of the Municipal Code and shall be permanently maintained and not converted for any other use. Parking spaces and aisles shall conform to Planning Department standards. Parking areas shall be marked.

4. Approval from the California State Department of Transportation (CALTRANS) shall be obtained before the issuance of building permits.

5. At least one staff member shall be located on the premises 24 hours a day to maintain security on-site and prevent loitering on and near the facility.

6. No overnight accommodations or meals for transients shall be provided.

7. There shall be no loitering or lining up outside of the building.

8. Staff shall be instructed to discourage their clients from loitering and congregating in the vicinity of the day center.

9. This Conditional Use Permit shall be reviewed yearly by the Planning Director in a noticed public forum, with a report forwarded to the Planning Commission.

10. If complaints are received, this Conditional Use Permit shall be set for public hearing for possible revocation before the Planning Commission.

11. This center is to be open only during daylight hours; specific hours of operation shall be approved by the Planning Director.

12. No permit for construction or operation of any facility shall be granted nor shall any activity authorized by this permit be conducted on the premises until:

- a. The Permittee signs and returns the permit to the Planning Department;
- b. The Conditional Use Permit is recorded in the office of the County Recorder.

13. Before issuance of any building permits, complete grading and building plans shall be submitted to the Planning Director for approval. Plans shall be in substantial conformity to Exhibit "A," dated July 6, 1987, on file in the office of the Planning Department. No change, modifications or alterations shall be made unless appropriate applications for amendment of this permit shall have been granted.

14. Before issuance of any grading or building permits, a complete landscape plan, including a permanent irrigation system, shall be submitted to the Planning Director for approval. The plans shall be in substantial conformity to Exhibit "A," dated July 6, 1987, on file in the office of the Planning Department. Approved planting shall be installed before issuance of any occupancy permit on any building. Such planting shall not be modified or altered unless this permit has been amended.

15. All outdoor lighting shall be so shaded and adjusted that the light is directed to fall only on the same premises as light sources are located.

16. This Conditional Use Permit must be used within 36 months after the date of City approval or the permit shall be void. An Extension of Time may be granted as set forth in Section 101.0510k of the Municipal Code. Any extension of time shall be subject to all standards and criteria in effect at the time the extension is applied for.

17. Construction and operation of the approved use shall comply at all times with the regulations of this or any other governmental agencies.

18. After establishment of the project, the property shall not be used for any other purposes unless:

- a. Authorized by the Planning Commission; or
- b. The proposed use meets every requirement of the zone existing for the property at the time of conversion; or
- c. The permit has been revoked by the City.

19. This Conditional Use Permit may be revoked by the City if there is a material breach or default in any of the conditions of this permit.

20. This Conditional Use Permit is a covenant running with the lands and shall be binding upon the Permittee and any successor or successors, and the interests of any successor shall be subject to each and every condition set out.

21. This permit shall expire in five years from the date of City approval, unless revocation proceedings are instituted.

ADOPTED BY THE COUNCIL OF THE CITY OF SAN DIEGO ON JULY 6, 1987

AUTHENTICATED BY:

MAUREEN O'CONNOR, Mayor
The City of San Diego

CHARLES G. ABDELNOUR, City Clerk
The City of San Diego

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this _____ day of _____, 198____, before me, the undersigned, a notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared CHARLES G. ABDELNOUR, known to me to be the City Clerk of The City of San Diego, the municipal corporation that executed the within instrument, and known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposes and says that he was present and saw MAUREEN O'CONNOR, known to him to be the Mayor of The City of San Diego, and known to him to be the person who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same, and that said affiant subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County of San Diego, State of California, the day and year in this certificate first above written.

Notary Public in and for the County
of San Diego, State of California

The undersigned Permittee, by execution hereof, agrees to each and every condition of this permit and promises to perform each and every obligation of Permittee hereunder.

REGIONAL TASK FORCE ON THE HOMELESS
(Permittee)

By _____

By _____

NOTE: Notary acknowledgments
must be attached per Civil
Code Section 1180, et seq.
Form=p.ack

RESOLUTION NUMBER R- 268774

ADOPTED ON JUL 6 1987

WHEREAS, ROBERT L. JADLOW appealed the decision of the Planning Commission in approving Conditional Use Permit No. CUP-86-0955 submitted by the STATE OF CALIFORNIA, Owner, and the REGIONAL TASK FORCE ON THE HOMELESS, Permittee, for the establishment of a day center for the homeless on the Interstate 5 freeway/right-of-way located on the east side of 17th Street, between J and L Streets, in the Centre City Community Plan area, in a Centre City East Planned District zoned area; and

WHEREAS, the matter was set for public hearing on May 12, and continued to June 2 and July 6, 1987, testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that this Council adopts the following findings with respect to Conditional Use Permit No. CUP-86-0955:

1. The proposed use will not adversely affect the neighborhood, the General Plan, or the Community Plan, and will not be detrimental to the health, safety and general welfare of persons residing or working in the area. Conditions attached to the permit will assure neighborhood compatibility. These include the presence of staff on the premises 24 hours a day to prevent loitering on the premises and in the vicinity of the facility.

In addition, no overnight accommodations will be provided at the facility. The permit will require an annual review by the Planning Director at a noticed public forum with a report to be forwarded to the Planning Commission. The applicant has been put on notice that if complaints are received the permit will be set for hearing to consider possible revocation before the year is up. The permit will expire five years from the date of City approval, unless revoked.

2. The proposed project will comply with the relevant regulations in the Municipal Code. Municipal Code Section 101.0510.C.3.k. grants the Planning Commission authority, under conditions, to approve nonprofit institutions whose primary purpose is the promotion of public health and welfare. With the recommended conditions, the Municipal Code requirements will be met in every respect.

The above findings are supported by the minutes, maps and exhibits, all of which are herein incorporated by reference.

BE IT FURTHER RESOLVED, that the appeal of ROBERT L. JADLOW is denied; the decision of the Planning Commission is sustained, and Conditional Use Permit No. CUP-86-0955 is hereby granted to the STATE OF CALIFORNIA, Owner, and the REGIONAL TASK FORCE ON THE HOMELESS, under the terms and conditions set forth in the permit attached hereto and made a part hereof.

APPROVED: JOHN W. WITT, City Attorney

By

Frederick C. Conrad

Frederick C. Conrad
Chief Deputy City Attorney

FCC:cc:600
07/16/87
Or.Dept:Clerk
R-88-102
Form=r.permit

Passed and adopted by the Council of The City of San Diego on

JUL 6 1987

by the following votes:

YEAS: Wolsheimer, Struiksma, McCarty, Ballesteros, O'Connor.

NAYS: Gotch.

NOT PRESENT: Cleator, McColl, Jones.

AUTHENTICATED BY:

MAUREEN O'CONNOR

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

By BARBARA BAXTER
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R-_____ passed and

adopted by the Council of The City of San Deigo, California, on

JUL 6 1987

CHARLES G. ABDELNOUR

City Clerk of The City of San Deigo, California

(SEAL)

By Barbara Baxter

Deputy

CONDITIONAL USE PERMIT NO. CUP-86-0955
CITY COUNCIL

This Conditional Use Permit is granted by the City Council of The City of San Diego to THE STATE OF CALIFORNIA, owner, and REGIONAL TASK FORCE ON THE HOMELESS, Permittee, under the conditions in Section 101.0510 of the Municipal Code of The City of San Diego.

1. Permission is granted to Owner/Permittee to establish a day center for the homeless located on the east side of 17th Street between "J" and "L" Streets, described as Interstate 5 Freeway/right-of-way, in the Centre City East Planned District (CSX subdistrict).

2. The facility shall consist of the following:

- a. Proposed 4,280-square-foot structure for the day center including showers, locker rooms, laundry facilities, staff living quarters, counseling offices.
- b. Outdoor recreation area;
- c. Off-street parking; and
- d. Accessory uses as may be determined incidental and approved by the Planning Director.

3. No fewer than two off-street parking spaces shall be maintained on the property in the approximate location shown on Exhibit "A," dated July 6, 1987, on file in the office of the Planning Department. Parking spaces shall be consistent with Division 8 of the Municipal Code and shall be permanently maintained and not converted for any other use. Parking spaces and aisles shall conform to Planning Department standards. Parking areas shall be marked.

4. Approval from the California State Department of Transportation (CALTRANS) shall be obtained before the issuance of building permits.

5. At least one staff member shall be located on the premises 24 hours a day to maintain security on-site and prevent loitering on and near the facility.

6. No overnight accommodations or meals for transients shall be provided.

7. There shall be no loitering or lining up outside of the building.

8. Staff shall be instructed to discourage their clients from loitering and congregating in the vicinity of the day center.

9. This Conditional Use Permit shall be reviewed yearly by the Planning Director in a noticed public forum, with a report forwarded to the Planning Commission.

10. If complaints are received, this Conditional Use Permit shall be set for public hearing for possible revocation before the Planning Commission.

11. This center is to be open only during daylight hours; specific hours of operation shall be approved by the Planning Director.

12. No permit for construction or operation of any facility shall be granted nor shall any activity authorized by this permit be conducted on the premises until:

- a. The Permittee signs and returns the permit to the Planning Department;
- b. The Conditional Use Permit is recorded in the office of the County Recorder.

13. Before issuance of any building permits, complete grading and building plans shall be submitted to the Planning Director for approval. Plans shall be in substantial conformity to Exhibit "A," dated July 6, 1987, on file in the office of the Planning Department. No change, modifications or alterations shall be made unless appropriate applications for amendment of this permit shall have been granted.

14. Before issuance of any grading or building permits, a complete landscape plan, including a permanent irrigation system, shall be submitted to the Planning Director for approval. The plans shall be in substantial conformity to Exhibit "A," dated July 6, 1987, on file in the office of the Planning Department. Approved planting shall be installed before issuance of any occupancy permit on any building. Such planting shall not be modified or altered unless this permit has been amended.

15. All outdoor lighting shall be so shaded and adjusted that the light is directed to fall only on the same premises as light sources are located.

16. This Conditional Use Permit must be used within 36 months after the date of City approval or the permit shall be void. An Extension of Time may be granted as set forth in Section 101.0510k of the Municipal Code. Any extension of time shall be subject to all standards and criteria in effect at the time the extension is applied for.

17. Construction and operation of the approved use shall comply at all times with the regulations of this or any other governmental agencies.

18. After establishment of the project, the property shall not be used for any other purposes unless:

- a. Authorized by the Planning Commission; or
- b. The proposed use meets every requirement of the zone existing for the property at the time of conversion; or
- c. The permit has been revoked by the City.

19. This Conditional Use Permit may be revoked by the City if there is a material breach or default in any of the conditions of this permit.

20. This Conditional Use Permit is a covenant running with the lands and shall be binding upon the Permittee and any successor or successors, and the interests of any successor shall be subject to each and every condition set out.

21. This permit shall expire in five years from the date of City approval, unless revocation proceedings are instituted.

ADOPTED BY THE COUNCIL OF THE CITY OF SAN DIEGO ON JULY 6, 1987

AUTHENTICATED BY:

MAUREEN O'CONNOR, Mayor
The City of San Diego

CHARLES G. ABDELNOUR, City Clerk
The City of San Diego

STATE OF CALIFORNIA)
) ss.
COUNTY OF SAN DIEGO)

On this _____ day of _____, 198_____, before me, the undersigned, a notary public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared CHARLES G. ABDELNOUR, known to me to be the City Clerk of The City of San Diego, the municipal corporation that executed the within instrument, and known to me to be the person whose name is subscribed to the within instrument, as a witness thereto, who being by me duly sworn, deposes and says that he was present and saw MAUREEN O'CONNOR, known to him to be the Mayor of The City of San Diego, and known to him to be the person who executed the within instrument on behalf of the municipal corporation therein named, and acknowledged to me that such municipal corporation executed the same, and that said affiant subscribed his name to the within instrument as a witness.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal in the County of San Diego, State of California, the day and year in this certificate first above written.

Notary Public in and for the County
of San Diego, State of California

The undersigned Permittee, by execution hereof, agrees to each and every condition of this permit and promises to perform each and every obligation of Permittee hereunder.

REGIONAL TASK FORCE ON THE HOMELESS
(Permittee)

By _____

By _____

NOTE: Notary acknowledgments
must be attached per Civil
Code Section 1180, et seq.
Form=p.ack

RESOLUTION NUMBER R- 268774

ADOPTED ON JUL 6 1987

WHEREAS, ROBERT L. JADLOW appealed the decision of the Planning Commission in approving Conditional Use Permit No. CUP-86-0955 submitted by the STATE OF CALIFORNIA, Owner, and the REGIONAL TASK FORCE ON THE HOMELESS, Permittee, for the establishment of a day center for the homeless on the Interstate 5 freeway/right-of-way located on the east side of 17th Street, between J and L Streets, in the Centre City Community Plan area, in a Centre City East Planned District zoned area; and

WHEREAS, the matter was set for public hearing on May 12, and continued to June 2 and July 6, 1987, testimony having been heard, evidence having been submitted, and the City Council having fully considered the matter and being fully advised concerning the same; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that this Council adopts the following findings with respect to Conditional Use Permit No. CUP-86-0955:

1. The proposed use will not adversely affect the neighborhood, the General Plan, or the Community Plan, and will not be detrimental to the health, safety and general welfare of persons residing or working in the area. Conditions attached to the permit will assure neighborhood compatibility. These include the presence of staff on the premises 24 hours a day to prevent loitering on the premises and in the vicinity of the facility.

In addition, no overnight accommodations will be provided at the facility. The permit will require an annual review by the Planning Director at a noticed public forum with a report to be forwarded to the Planning Commission. The applicant has been put on notice that if complaints are received the permit will be set for hearing to consider possible revocation before the year is up. The permit will expire five years from the date of City approval, unless revoked.

2. The proposed project will comply with the relevant regulations in the Municipal Code. Municipal Code Section 101.0510.C.3.k. grants the Planning Commission authority, under conditions, to approve nonprofit institutions whose primary purpose is the promotion of public health and welfare. With the recommended conditions, the Municipal Code requirements will be met in every respect.

The above findings are supported by the minutes, maps and exhibits, all of which are herein incorporated by reference.

BE IT FURTHER RESOLVED, that the appeal of ROBERT L. JADLOW is denied; the decision of the Planning Commission is sustained, and Conditional Use Permit No. CUP-86-0955 is hereby granted to the STATE OF CALIFORNIA, Owner, and the REGIONAL TASK FORCE ON THE HOMELESS, under the terms and conditions set forth in the permit attached hereto and made a part hereof.

APPROVED: JOHN W. WITT, City Attorney

By

Frederick C. Conrad

Frederick C. Conrad
Chief Deputy City Attorney

FCC:cc:600

07/16/87

Or.Dept:Clerk

R-88-102

Form=r.permit

Passed and adopted by the Council of The City of San Diego on
JUL 6 1987 by the following votes:

YEAS: Wolsheimer, Struiksma, McCarty, Ballesteros, O'Connor.

NAYS: Gotch.

NOT PRESENT: Cleator, McColl, Jones.

AUTHENTICATED BY:

MAUREEN O'CONNOR
Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR
City Clerk of The City of San Diego, California

By BARBARA BAXTER
Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true
and correct copy of RESOLUTION NO. R-_____ passed and
adopted by the Council of The City of San Deigo, California, on
JUL 6 1987

CHARLES G. ABDELNOUR
City Clerk of The City of San Deigo, California

(SEAL)

By

Barbara Baxter
Deputy