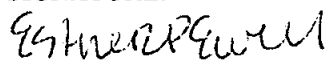


LICENSE FOR NONFEDERAL USE OF DEPARTMENT OF THE NAVY REAL PROPERTY: THIS LICENSE TO USE THE U.S. GOVERNMENT PROPERTY HEREIN DESCRIBED IS ISSUED BY THE DEPARTMENT OF THE NAVY TO THE LICENSEE NAMED BELOW FOR THE PURPOSE HEREIN SPECIFIED UPON THE TERMS AND CONDITIONS SET FORTH BELOW AND IN THE ATTACHED GENERAL PROVISIONS. BY ITS EXECUTION, THE LICENSEE AGREES TO COMPLY WITH ALL THOSE TERMS, CONDITIONS, AND GENERAL PROVISIONS.		1a. WORK ORDER NO: ALL CORRESPONDENCE MUST REFERENCE: 1b. FILE NO: 1c. LICENSE (CONTRACT) NO: N62473-18-RP-00116	
2. PROPERTY LOCATION <i>(Installation Name and Address)</i> NAVAL BASE POINT LOMA SAN DIEGO, CALIFORNIA		3. DATES COVERED: FROM: 31 MAY 2018 THROUGH: 30 NOVEMBER 2018 Provided Licensee has delivered the required insurance certificates to the Licensor.	
4. DESCRIPTION OF PREMISES <i>(Room and building numbers where appropriate)</i> Non-exclusive use of 32,640 square feet of Staging Area III of Old Town Campus at Naval Base Point Loma. See Exhibit "A".			
5. PURPOSE AND USE AUTHORIZED <i>(Specific use, times and recurring/part-time basis, and land use controls)</i> To erect a temporary "sprung structure" to provide homeless veterans with shelter from inclement weather and other support services.			
6. LICENSOR UNITED STATES OF AMERICA BY THE SECRETARY OF THE NAVY		6a. NAVY/USMC LOCAL REPRESENTATIVE <i>(Name, Title, Address, Telephone, Email)</i> CDR Jeremy Ramberg, Naval Base Point Loma Public Works Officer, (619) 524-8500 / Jeremy.Ramberg@navy.mil	
7. LICENSEE <i>(Name, Address, Telephone Email)</i> CITY OF SAN DIEGO 1200 Third Avenue, Suite 1700 San Diego, CA 92101		7a. LOCAL REPRESENTATIVE OF LICENSEE <i>(Name, Title, Address, Telephone, Email)</i> Cybele Thompson, Director, Real Estate Assets, (619)236-6145, ThompsonC@sandiego.gov	
8. CASH PAYMENT BY LICENSEE - DUE IN ADVANCE			
a. AMOUNT <i>(Each payment)</i> N/A	b. FREQUENCY PAYMENTS DUE N/A	c. FIRST DUE DATE N/A	d. SEND PAYMENT TO: <i>(Name and Mailing Address)</i> N/A
9. EXHIBITS: The following are attached and incorporated into this License - A. MAPS & OTHER DESCRIPTION OF LICENSED PREMISES B. GENERAL PROVISIONS C. ENVIRONMENTAL CONDITION OF PROPERTY-Receipt Acknowledged D. RECORD OF CATEGORICAL EXCLUSION- Receipt Acknowledged			
10. EXECUTION OF LICENSE			
FOR THE SECRETARY OF THE NAVY	NAME: ESTHER P. EWELL Real Estate Contracting Officer	SIGNATURE: 	DATE: 5/24/18
NAME, ADDRESS AND EMAIL OF NAVFAC REAL ESTATE POINT OF CONTACT: LESLIE GEARY, Realty Specialist (619) 556-7315 / Leslie.Geary@navy.mil			
LICENSEE I represent that I am authorized to bind Licensee	NAME: CYBELE THOMPSON Director, Real Estate Assets	SIGNATURE: 	DATE: 5/24/18
MARA W. ELLIOTT City Attorney	NAME: Heather Ferbert Deputy City Attorney	SIGNATURE: 	DATE: 5/29/18

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LICENSE (CONTRACT) NO:

EXHIBIT "B"

GENERAL PROVISIONS TO LICENSE FOR NON-FEDERAL USE OF REAL PROPERTY

1. USE OF AND ACCESS BY LICENSEE. The Licensor grants to the Licensee the right to use the premises or facilities described in block 4 and Exhibit "A" ("Premises"), together with the necessary rights of ingress and egress authorized by the Installation Commanding Officer. The Licensee and its invitees and contractors agree to absorb all costs, including time and expense, associated with gaining access to the Installation under the Defense Biometric Identification System (DBIBS) or similar program. Any parking that accompanies the use of, and any routes of access to and from, the Premises are subject to change at the sole discretion of the Installation Commanding Officer.
2. TERM. This License shall be effective for the period stated in block 3 and is revocable at any time without notice at the option and discretion of the Licensor or its authorized representative.
3. USE OF PREMISES. The use of the Premises shall be limited to the purposes specified in block 5, and no other.
4. ASSIGNMENT/TRANSFER OF RIGHTS. This License is neither assignable nor transferable by the Licensee. This License does not grant exclusive use or control of the licensed premises and grants no interest in the real property of the Licensor.
5. UTILITIES AND SERVICES. The Licensee shall be solely responsible for obtaining at its sole cost and expense any and all services, including but not limited to, utilities such as electricity, potable water, sewage/grey water disposal, portable toilets, shower facilities, bedding, security or other services in conjunction with Licensee's operation of the homeless shelter. Licensee shall provide electricity to the Premises by installing the necessary electrical equipment and running electrical cable in a protective conduit to the sprung structure and other structures as needed.
6. PROTECTION AND MAINTENANCE OF PREMISES. The Licensee, at its own cost and expense, shall protect, maintain, and keep the Premises under its control in good order. Licensee is responsible for repairing any damage to the Premises caused by Licensee, or its agents, employees, contractors, guests or invitees.
7. IMPROVEMENTS AND RESTORATION. Licensee is authorized to install an emergency fire gate, which must be outfitted with an audible and visual alarm. In addition, the Licensee is authorized to raise and/or adjust the grade of the tent footprint (as needed) to prevent flooding during rain events. No other additions to, or alterations of, the Premises shall be made without the prior written consent of the Licensor. Upon revocation or surrender of this License, to the extent directed by and at the sole discretion of the Licensor, the Licensee shall remove all alterations, additions, betterments and improvements made, or installed, and restore the Premises to the same or as good condition as existed on the date of entry under this License, reasonable wear and tear excepted.
8. INDEMNIFICATION.
 - a. The Licensee releases the Licensor and its employees from liability for death or injury to persons at the Premises.
 - b. The Licensee, to the extent allowed by law, agrees to release and hold the Licensor and its employees harmless from, and to indemnify and defend them against, loss or damage to property caused by or arising from its use of the Premises, regardless of any contributory fault of the Licensor.
 - c. The Licensee shall indemnify and save harmless the Licensor, its officers, agents, servants and employees from, and defend it and them against, all liability under the Federal Tort Claims Act (28 U.S.C. §§ 2671 and 2680) or otherwise, for death or injury to all persons, or loss or damage to the property of all persons resulting from its use of the Premises.
 - d. The Licensee agrees that the Licensor, its officers, agents and employees shall be released from all liability on all suits, claims, actions or demands in any way related to or arising under the Licensee's use of the property. This release includes, but is not limited to, all environmental suits, claims, and enforcement actions, whether arising during the Licensee's construction on or use of the property, or after such use has ended.

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9. **INSURANCE.** The Licensee shall procure and keep continuously in effect during the term of this License the insurance required as follows on terms and conditions satisfactory to the Licensor, with an insurer whose rating is acceptable to the Licensor or Licensee shall self-insure with respect to any of the insurance requirements set forth below.

Insurance Required from Licensee (If any or all insurance requirements have been waived, enter "None" as appropriate)			
Type	Amount (Per Occurrence)	Type	Amount (Per State Law)
Commercial General Liability (Occurrence Policy Only)		Worker's Compensation	
Bodily Injury (Single Limit)	\$2,000,000.00		
Property Damage	\$2,000,000.00		
Fire/Legal Liability	None		
Deductible			

- Licensor shall be named as additional insured.
- The insurer must be authorized to write insurance in the state where the Premises is located.
- Proceeds of policies shall be made payable to "Treasurer of the United States".
- Each policy of insurance covering bodily injuries and third party property damage shall contain an endorsement waiving the insurer's right of subrogation against the United States of America.
- No cancellation, reduction in amount, or material change in coverage shall be effective until at least sixty (60) days after receipt by the Licensor of written notice.
- Notwithstanding the foregoing, any cancellation of insurance coverage based on nonpayment of the premium shall be effective only upon thirty (30) days' written notice to the Licensor.
- The Licensee shall provide proof of insurance to the Licensor, or satisfactory proof of that Licensee is self-insured, throughout the term of this License.

The Licensee will not be allowed entry on the Premises until it first delivers a certificate or certificates of required insurance, or satisfactory proof of self-insurance, to the Licensor.

a. The Veterans Village of San Diego will be responsible for the day to day operation of the Premises pursuant to the agreement between the Housing Commission and the Veterans Village of San Diego. Licensee shall require the Veterans Village of San Diego to carry insurance in accordance with the INSURANCE REQUIREMENTS FORM provided to the Licensee.

10. **DAMAGE TO THE PREMISES.**

a. In the event of damage, including damage by contamination, to any Government property by the Licensee, its officers, agents, servants, employees, or invitees, the Licensee, at the election of the Licensor, shall promptly repair, replace, or make monetary compensation for the repair or replacement of that property to the satisfaction of the Licensor. That obligation includes any damage discovered from the physical condition and environmental condition inspections notwithstanding the expiration or earlier termination or revocation of this License.

b. In the event that any item or part of the Premises shall require repair, rebuilding or replacement (collectively, "repair") resulting from loss or damage, the risk of which is assumed under this License, the Licensee shall promptly give notice to the Licensor and, to the extent of its liability as provided in this paragraph, shall either compensate the Licensor for any loss or damage within thirty (30) days of receipt of a statement, or repair the lost or damaged item or items of the Premises, as the Licensor may elect. If the cost of repair exceeds the liability of the Licensee for any loss or damage, the Licensee shall effect the repair if required to do so by the Licensor, and the excess of cost shall be reimbursed to the Licensee by the Licensor within thirty (30) days of receipt of a statement provided that

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appropriations are available for that purpose. In the event the Licensee shall have effected any repair that the Licensee is required to effect, the Licensor shall direct payment to the Licensee of so much of the proceeds of any insurance carried by the Licensee and made available to the Licensor on account of loss of or damage to any item or part of the Premises that may be necessary to enable the Licensee to affect the repair. In the event the Licensee shall not have been required to affect the repair, and the insurance proceeds allocable to the loss or damage that has created the need for the repair have been paid to the Licensee, the Licensee shall promptly refund to the Licensor the amount of the proceeds.

11. OFFICIALS NOT TO BENEFIT. No member of, or Delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this License or to any benefit that may arise from it; but this provision shall not be construed to extend to this License if made with a corporation for its general benefit.

12. COVENANT AGAINST CONTINGENT FEES. The Licensee warrants that it has not employed any person to solicit or obtain this License upon any agreement for a commission, percentage, brokerage or contingent fee. Breach of this warranty shall give the Licensor the right to annul this License or in its discretion to recover from the Licensee the amount of that commission, percentage, brokerage or contingent fee in addition to the consideration for this License. This warranty shall not apply to commissions payable by the Licensee upon contracts or sales obtained or made through *bona fide* established commercial or selling agencies maintained by the Licensee for the purpose of acquiring business.

13. NON-DISCRIMINATION. In connection with the performance of work under this License, the Licensee agrees not to discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, or national origin. Non-discrimination shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Licensee agrees to post in conspicuous places available for employees and applicants for employment, notices to be provided by the Licensor setting forth the provisions of the nondiscrimination clause. The Licensee further agrees to insert the foregoing provision in all subcontracts for work under this License, except subcontracts for standard commercial supplies or raw materials.

14. APPLICABLE RULES AND REGULATIONS.

a. All activities authorized under this License shall be subject to rules and regulations regarding supervision or otherwise, that may, from time to time, be prescribed by the local representative of the Licensor.

b. Upon request, the Licensee shall submit to the Licensor evidence of compliance with local, state, and Federal environmental laws and regulations.

15. FEDERAL FUNDS. This License does not obligate the Licensor to expend any appropriated funds. Nothing in this License is intended or should be interpreted to require any obligation or expenditure of funds in violation of the Anti-Deficiency Act (31 U.S.C. § 1341).

16. STORAGE OF TOXIC OR HAZARDOUS CHEMICALS.

a. Storage, treatment, or disposal of toxic or hazardous materials on the Premises is prohibited except as authorized by the Licensor in accordance with 10 U.S.C. § 2692. Any hazardous materials that the Licensor authorizes the storage, treatment, or disposal of in connection with the use of the Premises shall be identified on a Hazardous Materials List and made a part of this License. Any such approved storage, treatment, or disposal of toxic or hazardous material by Licensee on the Premises shall be strictly limited to that material required or generated in connection with the authorized and compatible use of the Premises and shall be conducted in a manner consistent with the best interest of national defense as determined by the Secretary of the Navy and applicable law and regulations. As and to the extent caused by or attributable to the Licensee, Licensee shall have continued financial and environmental responsibility or liability for any and all direct or indirect consequences of the storage, treatment, or disposal of toxic or

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hazardous material within the Premises. Licensee will manage, control and dispose of its hazardous waste and hazardous materials in accordance with Federal, state, and local laws. In addition, Licensee shall implement the environmental requirements of applicable facility plans, including but not limited to, Spill Plans, Emergency Response Plans, and Hazardous Waste Management Plans. In the event the Licensor approves the storage, treatment, or disposal of toxic or hazardous materials, the Licensee shall obtain insurance or post a bond in an amount sufficient to cover possible cleanup costs.

b. The Licensee shall strictly comply with the hazardous waste permit requirements under Resource Conservation and Recovery Act, or its California equivalent. Licensee must provide at its own expense such hazardous waste storage facilities, complying with all laws and regulations, as it may need for storage. Licensor's hazardous waste storage facilities and accumulation points for hazardous and other wastes shall not be available to the Licensee. Neither shall the Licensee permit its hazardous wastes to be commingled with hazardous waste of the Licensor. Any violation of the requirements of this condition shall be deemed a material breach of the license.

17. ENVIRONMENTAL CONDITION OF PREMISES. Exhibit "C", Environmental Condition of Property, sets forth the existing environmental condition of the Premises as represented by a baseline survey conducted by the Licensor. Licensee is hereby made aware of the notifications contained in Exhibit "C" and shall comply with all restrictions set forth therein.

19. ADMINISTRATIVE COSTS. At the termination or expiration of this License, at the Licensor's discretion, Licensee shall be responsible for administrative costs associated with completing a final inspection of the Premises and updating the Environmental Condition of Property.

20. NOTICES. Correspondence concerning this License shall be provided to both the Local Representative identified in Block 6a. and the Real Estate Contracting Officer identified in Block 10.

21. STATEMENT OF COMPLIANCE. Pursuant 10 U.S.C. § 2662:

a. This license is not subject to the requirements of this section;

22. INSPECTION. Any agency of the United States, its officers, agents, employees, and contractors, may enter upon the Premises or facilities, at all reasonable times for any purposes, including but not limited to, the purpose of inspection. The Licensor normally will give the Licensee twenty-four (24) hours prior notice of Licensor's intention to enter the Premises or facilities, unless it determines the entry is required for safety, environmental, operations, or security purposes. The Licensee shall have no claim on account of any entries against the United States or any officer, agent, employee, or contractor thereof.

23. SECURITY. Licensee will provide twenty four (24) hour a day security staff and fire prevention. The use of any police department and other security personnel shall be funded entirely by the Licensee. Licensee is authorized to install an emergency fire gate which must be outfitted with an audible and visual alarm. In the event the emergency fire gate alarm activates, Licensee's security staff shall immediately notify the NBPL Command Duty Officer (619-726-7423) and NBPL security (619-524-6999).

24. ADDITIONAL REQUIREMENTS. In the event that the Licensor determines that the necessity exists for additional security, maintenance, repair or other unforeseen eventuality that may require the expenditure of funds, the Licensor will promptly notify the Licensee of the need to address such eventuality and allow Licensee a reasonable amount of time to effectuate a solution. If Licensee does not diligently pursue a solution to any such problem, and Licensor determines that expenditure of funds is still required, Licensee shall reimburse Licensor for such expenditure upon demand.

25. CONTACT INFORMATION. Local representative for day to day management of the Premises is as follows:

The local representative for the City of San Diego will be Cybele Thompson, and may be reached at (619)236-6145. Written correspondence should be addressed to:

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CITY OF SAN DIEGO
REAL ESTATE ASSETS
CYBELE THOMPSON, DIRECTOR
1200 THIRD AVENUE, SUITE 1700, MS 51A
SAN DIEGO, CA 92101

All matters concerning the License, or any amendment thereto, shall be addressed to:

DEPARTMENT OF THE NAVY
NAVAL FACILITIES ENGINEERING COMMAND SOUTHWEST
1220 PACIFIC HIGHWAY
SAN DIEGO, CA 92132-5190
ATTN: LESLIE GEARY (619) 556-7315

26. FIRE. The Licensee shall be responsible for any and all fire protection, fire prevention, and fire response at its sole cost and expense.

27. ADDITIONS, MODIFICATIONS AND DELETIONS. Prior to the execution of this License, the following provisions were added, modified or deleted:

1. Provision 5 added.
2. Provision 7 modified.
3. Provision 9a added.
4. Provision 16b added.
5. Provision 18 deleted.
6. Provision 22 added.
7. Provision 23 added.
8. Provision 24 added.
9. Provision 25 added.
10. Provision 26 added.



Risk Management Department

June 4, 2018

Naval Base Point Loma
140 Sylvester Rd
San Diego, CA 92106

Attention: Cybele Thompson

Reference: Declaration of Self-Insurance by the City of San Diego to Naval Base Point Loma regarding the Veteran's Village Homeless Shelter scheduled from May 31, 2018, 12:00 a.m. through November 30, 2018, 11:59 p.m.

Please accept this letter as compliance with your request for a statement of self-insurance covering the above referenced agreement between the City of San Diego and Naval Base Point Loma. The City of San Diego is currently self-insured for its public liability insurance, which includes general liability and automobile liability coverage for property damage and bodily injury claims. The City of San Diego budgets annually for its self-administered claims program handled through the Risk Management Department. Claims are processed and administered in accordance with the California Government Code Section 900, et.seq.

The City of San Diego is also currently self-insured for Workers' Compensation for all City employees.

The City of San Diego agrees to pay any and all claims and judgments that it may become legally obligated to pay under the California Government Code, arising out of any negligence on the part of the City of San Diego, through the use of the above-referenced agreement.

Should you have any questions regarding the above, please do not hesitate to contact me at 619-236-6565.

Sincerely,

A handwritten signature in black ink, appearing to read "Susana Turgeon".

Susana Turgeon
Claims Aide