



THE CITY OF SAN DIEGO

June 15, 2006

Dear Lessees:

Effective immediately please make a correction to the General Provisions section of your lease outline with the City of San Diego.

Under the NOTICES section there is a paragraph informing lessees where to mail any written notices. This needs to be changed to the following address:

City of San Diego
Real Estate Assets Department
Attention: Real Estate Assets Director
1200 Third Avenue, Suite 1700 (M. S. 51A)
San Diego, CA 92101-9586

Sincerely,

James Barwick
Real Estate Assets Director

KC/cj

IAWPO2006L-LESSEES.doc



Real Estate Assets

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

COPY

THE CITY OF SAN DIEGO

SOCIAL ADVOCATES FOR YOUTH, INC., (SAY)

Flat Rate Lease

DOCUMENT NO. 00-18343

FILED SEP 09 1996

**OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA**

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**CITY OF SAN DIEGO
FLAT RATE LEASE**

THIS LEASE AGREEMENT is executed between THE CITY OF SAN DIEGO, a municipal corporation, hereinafter called "CITY," and SOCIAL ADVOCATES FOR YOUTH, INC., (SAY) a California non-profit corporation, hereinafter called "LESSEE".

SECTION 1: USES

- 1.1 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property situated in the City of San Diego, County of San Diego, State of California, consisting of a portion of the premises located at 8175 Regents Road in the Doyle Community Park of approximately 2,000 sq. ft., and as described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."

LESSEE acknowledges that premises are leased on an exclusive basis only during program hours. LESSEE and CITY agree to coordinate use of the leased premises.

- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of a child care center offering programs as described in Exhibit "B", 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.

LESSEE 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.

- 1.3 Related Council Actions. By the granting of this lease, neither CITY nor the Council of CITY is obligating itself to any other governmental agent, board, commission, or agency with regard to any other discretionary action relating to development or operation of the premises. Discretionary action includes but is not limited to rezonings, variances,

environmental clearances, or any other governmental agency approvals which may be required for the development and operation of the leased premises.

1.4 Quiet Possession. LESSEE, paying the rent and performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold, and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is prevented from having the quiet possession of all or a portion of the premises.

1.5 Easements and Reservations.

- a. CITY hereby reserves all rights, title, and interest in any and all subsurface natural gas, oil, minerals, and water on or within the premises.
- b. CITY reserves the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the leased premises for utilities, thoroughfares, or access as it deems advisable for the public good.
- c. CITY has the right to enter the premises for the purpose of making repairs to or developing municipal resources and services.

However, CITY shall not unreasonably or substantially interfere with LESSEE'S use of the premises and will reimburse LESSEE for physical damages, if any, to the permanent improvements located on the leased premises resulting from CITY exercising the rights reserved in this section. Such reimbursement may include a reduction in the rent proportionate to the amount of physical damage as determined by CITY. CITY will pay the costs of maintenance and repair of all CITY installations made pursuant to these reserved rights.

1.6 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the

management and operation of a child care center and related activities in a fiscally responsible manner.

- 1.7 Operation of Facilities. The child care program will serve approximately 60 kindergarten through 6th grade children, ages 5 through 12 years. The program shall meet the State Department of Social Services, Community Care Licensing Regulations Title XXII for School Age Child Care.

A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in Exhibit C, Schedule of Days and Hours of Operation, hereof. Any changes in this schedule shall be subject to the prior written approval of the City Manager or his authorized representative. LESSEE shall diligently and in a creditable manner furnish services to the public in conformity with all applicable rules and regulations of the City of San Diego. The type and quality of any food service furnished on the premises by LESSEE shall qualify for the conditions and requirements of the "A" Card issued by the Department of Health to operators of food handling establishments.

- 1.8 Rates and Charges. All charges for services on said premises shall be in accordance with the schedule set forth in Exhibit D, Schedule of Rates and Charges, hereof. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative.
- 1.9 CITY Use. The premises shall be available to CITY for civic events and special programs, free of charge, except where LESSEE has scheduled events or programs. After every CITY use, the premises shall be left in the same condition found, and LESSEE shall not be required to incur any additional costs by reason of CITY use. The CITY agrees to indemnify and hold LESSEE harmless from any and all claims, liabilities or damages, including attorney's fees incurred in connection with or arising out of such use by CITY. In addition, CITY agrees to give LESSEE reasonable advance notification of any such usage in order to provide LESSEE the opportunity to secure its personal property as it deems appropriate. LESSEE shall be entitled to have a representative in attendance in any such event or program.
- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section 1.2, 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 LESSEE shall not be precluded from providing a forum for

open public debate by candidates such as occurs at a "candidate forum" and similar events.

- 1.11 Religious Activities. LESSEE shall neither conduct nor permit others to conduct activities or services of a religious nature on the leased premises, nor shall the premises be used to proselytize individuals to a particular religious creed or faith. Membership in any religious organization shall not be a requirements for person to participate in the programs and activities at the premises. For those persons wishing to use the premises, no religious test or inquiry as to religious affiliation shall be made, nor shall persons be requested to attend religious services at any location whatsoever.
- 1.12 Public Use. The general public shall not be wholly or permanently excluded from any portion of the premises. LESSEE may develop reasonable restrictions for the facility use provided they are consistent with the rights of the general public and are designed to allow LESSEE to use the premises for the purposes specified herein. LESSEE agrees that all activities conducted on the premises will be as stated in Section 1.2, Uses, hereof.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be five (5) years commencing on the September 1, 1996.
- 2.2 Right to Extend. Provided that LESSEE is not in default of this lease, LESSEE has the right to extend this lease twice for an additional term of 5 years each term, subject to all original agreements, considerations, covenants, and conditions, except that the rent shall be adjusted according to Section 3.2b of this agreement.

To exercise this right, LESSEE must give CITY six (6) months written notice before the date on which this lease expires.

- 2.3 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered as a renewal or extension of this lease. 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 apply a reasonable increase in rent to bring the rent to fair market value and to terminate the holdover tenancy at will.

SECTION 3: RENT

- 3.1 Time and Place of Payment. Rent is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to LESSEE. Mailed rental payments shall be deemed paid upon the date such payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed paid upon actual receipt by the City Treasurer. LESSEE assumes all risk of loss and responsibility for late payment charges if payments are made by mail.

3.2 Rent.

- a. Rent Amount. The rent for the first two and one-half years of the lease term is Three hundred dollars (\$300.00) per month. The rent shall be increased by twenty-five (\$25.00) dollars per month for each two and one half years of this lease including any extensions or hold over periods.
- b. The LESSEE will not utilize the premises for the months of July and August, of each lease year. During this two month period, no rent will be charged. The specific dates of non-use will depend on school year and will be negotiated and coordinated between LESSEE and CITY'S Park & Recreation on site staff. All personal property belonging to LESSEE shall be kept in Section "A" of leased premises when not in use, as identified on Exhibit "A".

- 3.3 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rents, five percent (5 %) of the delinquent rent. If the rent is still unpaid at the end of fifteen (15) days, LESSEE shall pay an additional five percent (5%) [being a total of ten percent (10%)], which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from rental delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the

delinquent account. Notwithstanding the foregoing, in no event shall the charge for late payments of rent be less than Twenty-five Dollars (\$25).

In the event that the CITY audit, if applicable, discloses that the rent for the audited period has been underpaid in excess of five percent (5%) of the total required rent, then LESSEE shall pay CITY the cost of the audit plus ten percent (10%) per year on the amount by which said rent was underpaid, in addition to the unpaid rents as shown to be due CITY as compensation to CITY for administrative costs and loss of interest as previously described herein. LESSEE agrees to pay such amount and further agrees that the specific late charges represent a fair and reasonable estimate of the costs that CITY will incur from LESSEE'S late payment. Acceptance of late charges and any portion of the late payment by CITY shall in no event constitute a waiver of LESSEE default with respect to late payment, nor prevent CITY from exercising any of the other rights and remedies granted in this lease.

- 3.4 Inspection of Records. LESSEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times so that CITY can determine LESSEE'S compliance with this lease. These records and accounts will be made available by LESSEE at the leased premises and will be complete and accurate showing all income and receipts from use of the premises. LESSEE'S failure to keep and maintain such records and make them available for inspection by CITY is a breach of this lease and cause for termination. LESSEE shall maintain all such records and accounts for a minimum period of five (5) years.

SECTION 4: ASSIGNMENT

- 4.1 Time is of Essence; Provisions Binding on Successors. Time is of the essence of all of the terms, covenants, and conditions of this lease, and, except as otherwise provided herein, all of the terms, covenants, and conditions of this lease shall apply to, benefit, and bind the successors and assigns of the respective parties, jointly and individually.
- 4.2 Assignment and Subletting. LESSEE shall not assign this lease or any interest therein and shall not sublet the premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of LESSEE, to use or occupy the premises or any part thereof, without the prior written consent of the City Manager in each instance. A consent to assignment, subletting, occupation, or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation, or use by

another person. Any such assignment or subletting without such consent shall be void and shall, at the option of CITY, terminate this lease. This lease shall not, nor shall any interest therein, be assignable as to the interest of LESSEE by operation of law, without the written consent of the City Manager.

4.3 Encumbrance. LESSEE may not encumber this lease, its leasehold estate nor its improvements thereon..

4.4 Defaults and Remedies.

a. Default. In the event that:

- (1) LESSEE shall default in the performance of any covenant or condition required by this lease to be performed by LESSEE 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, and LESSEE shall fail to commence to cure the default(s) within said thirty-day period and diligently pursue such cure to completion; or
- (2) LESSEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law; or
- (3) LESSEE shall be adjudicated a bankrupt; or
- (4) LESSEE shall make a general assignment for the benefit of creditors;

then CITY may, at its option, without further notice or demand upon LESSEE or upon any person claiming rights through LESSEE, immediately terminate this lease and all rights of LESSEE and of all persons claiming rights through LESSEE 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 4.4a.(1), hereinabove is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

In the event 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 of Lender. Should the default(s) be noncurable by LESSEE, 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 LESSEE hereunder and to commence performance of this lease. 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 lease 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 lease with all the rights, privileges, and obligations of LESSEE, subject to cure of the default, if possible, by mortgagee or beneficiary. LESSEE expressly agrees to assign all its interest in and to its leasehold estate to mortgagee or beneficiary in that event.
- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.
- 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 lease. 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'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and LESSEE 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, 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.

- 4.5 MBE/WBE Assignment. LESSEE acknowledges that it is CITY policy to encourage Minority Business Enterprise/Women Business Enterprise (MBE/WBE) involvement in CITY contracts and leases and that a public purpose is served thereby. If LESSEE proposes to assign this lease to a non-MBE/WBE buyer, LESSEE agrees to first use due diligence in finding a qualified MBE/WBE assignee. LESSEE shall fulfill this requirement to use due diligence by doing all of the following:
- a. LESSEE, at its expense, shall advertise the proposed sale of the leasehold in at least one issue each of three different minority/women-focus publications of general circulation. The publications shall be approved by the City Manager, and City Manager shall provide a list of such publications to LESSEE upon request. The ads may be either display or classified and shall state that LESSEE desires to locate a qualified MBE/WBE buyer. The ads shall also request respondents to register their interest with a designated employee of CITY. Affidavits of publication shall be furnished to the City Manager.
 - b. LESSEE shall allow no fewer than 20 calendar days from the date of publication for interested parties to respond. Any offers from prospective MBE/WBE buyers shall be presented in writing to CITY for review, together with LESSEE'S reason(s) for accepting or rejecting the proposal.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, 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 LESSEE'S employees, invitees, guests, agents, or officers, which arise out of or are in any manner

directly or indirectly connected with the development or operation of the leasehold or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that LESSEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the CITY, its agents, officers, or employees.

5.2 Insurance.

- a. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:
 - (1) Public liability and property damage insurance in the amount of not less than One Million Dollars (\$1,000,000) Combined Single Limit Liability with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE on or in connection with the use or operation of the premises.
 - (2) Fire, extended coverage, and vandalism insurance policy on LESSEE'S insurable property on the premises in an amount to cover 100 percent of the replacement cost.
- b. LESSEE'S responsibility to maintain said insurance also includes the following:
 - (1) Additional Insured. All insurance policies will name CITY as an additional insured, protect CITY against any legal costs in defending claims, and will not terminate without sixty (60) days' prior written notice to CITY. All insurance companies must be satisfactory to CITY and licensed to do business in California. All policies will be in effect on or before the first day of the lease, except "course of construction fire insurance" shall be in force on commencement of all authorized construction on the premises, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. A copy of the insurance policy will remain on file with CITY during the entire term of the lease. At least thirty (30) days prior to the expiration of each policy, LESSEE shall furnish a certificate(s) showing that a new or

extended policy has been obtained which meets the terms of this lease.

- (2) Modification. CITY, at its discretion, may require the revision of amounts and coverages at any time during the term by giving LESSEE sixty (60) days' prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the premises. LESSEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- (3) Accident Reports. LESSEE shall report to CITY any accident causing more than Ten Thousand Dollars (\$10,000) worth of property damage or any serious injury to persons on the premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses, and other pertinent information.
- (4) Failure to Comply. If LESSEE fails or refuses to take out and maintain the required insurance or fails to provide the proof of coverage, CITY has the right to obtain the insurance. LESSEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s), and rate of interest. Said reimbursement and interest shall be paid by LESSEE on the first (1st) day of the month following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection (4), if LESSEE fails or refuses to take out or maintain insurance as required in this lease or fails to provide the proof of insurance, CITY has the right to declare this lease in default without further notice to LESSEE, and CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.3 Waste, Damage, or Destruction. LESSEE 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. LESSEE 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. If the leased premises shall be damaged by any cause which puts the premises into a condition which is not decent, safe, healthy, and sanitary, LESSEE agrees to make or cause to be made full repair of said damage and to restore the premises to the condition which existed prior to said damage; or, at CITY'S option, LESSEE agrees to clear and remove from the leased premises all debris resulting from said damage and rebuild the premises in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage, using for either purpose the insurance proceeds as set forth in Section 5.2, Insurance, hereof.

LESSEE agrees that preliminary steps toward performing repairs, restoration, or replacement of the premises shall be commenced by LESSEE within thirty (30) days, and the required repairs, restoration, or replacement shall be completed within a reasonable time thereafter. CITY may determine an equitable deduction in the minimum annual rent requirement for such period or periods that said premises are untenable by reason of such damage.

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.1 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations, and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations, and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises, and that LESSEE does not hold CITY responsible for any defects, whether apparent or latent, in the premises, including the presence of any hazardous wastes.
- 6.2 Entry and Inspection. CITY reserves and shall always have the right, but not the obligation, 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 LESSEE, to have any necessary maintenance work done at the expense of LESSEE, and

LESSEE 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 LESSEE 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. LESSEE 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 lease imposed on CITY.

- 6.3 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE will make all repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY. CITY assumes no responsibility, except as set forth below, for operating and maintaining the premises. Specific areas of maintenance are as follows:

CITY shall provide major maintenance of the child care room which is limited to repair of plumbing and electrical, exterior window washing, major structural repair, and quarterly stripping and waxing the floors. LESSEE will provide daily maintenance on floors, walls, cabinets, sinks and temporary fencing. The facility will be left clean and in an acceptable condition to be used for evening and weekend meetings and activities when needed for community meetings and activities. CITY will be responsible for cleaning and securing the facility and restoring the facility to its condition prior to CITY use after any community-scheduled uses. CITY will provide all maintenance of the public restrooms with the assistance of LESSEE's staff who are required to supervise the use of the public restrooms by the program participants.

- 6.4 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the premises, and the premises may not be altered by LESSEE without prior written approval by the City Manager. Further, LESSEE 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 LESSEE of any obligation under this lease to maintain the premises in a decent, safe, healthy, and sanitary

condition. CITY shall not be obligated by this lease to make or assume any expense for any improvements or alterations.

6.5 Utilities. LESSEE agrees to order, obtain, and pay for all utilities and service and installation charges in connection with the development and operation of the leased premises. All utilities will be installed underground.

6.6 Liens. LESSEE shall at all times save CITY free and harmless and indemnify CITY against all claims for labor or materials in connection with operations, improvements, alterations, or repairs on or to the premises and the costs of defending against such claims, including reasonable attorney's fees.

If improvements, alterations, or repairs are made to the premises by LESSEE or by any party other than CITY, and a lien or notice of lien is filed, LESSEE shall within five (5) days of such filing either:

- a. take all actions necessary to record a valid release of lien, or
- b. file with CITY a bond, cash, or other security acceptable to CITY sufficient to pay in full all claims of all persons seeking relief under the lien.

6.7 Taxes. LESSEE agrees to pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LESSEE 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 LESSEE or levied by reason of the business or other LESSEE activities related to the leased premises, including any licenses or permits. LESSEE recognizes and agrees that this lease may create a possessory interest subject to property taxation, and that LESSEE may be subject to the payment of taxes levied on such interest, and that LESSEE shall pay all such possessory interest taxes. LESSEE further agrees that payment for such taxes, fees and assessments will not reduce any rent due CITY.

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

6.9 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 LESSEE shall at lease 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 lease.
- b. If CITY elects not to assume ownership of all or any improvements, trade fixtures, structures, and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or one hundred eighty (180) days prior to expiration, and LESSEE shall remove all such improvements, structures and installations as directed by CITY at LESSEE'S sole cost on or before lease expiration or termination. If LESSEE fails to remove any improvements, structures, and installations as directed, LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures), and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE 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 LESSEE'S expense.
- d. If any removal of such personal property by LESSEE results in damage to the remaining improvements on the premises, LESSEE agrees to repair all such damage.
- e. Any necessary removal by either CITY or LESSEE which takes place beyond said expiration or termination hereof shall require LESSEE to pay rent to CITY at the rate in effect immediately prior to said expiration or termination.
- f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

- 6.10 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes, or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claims the existence of such a delay, the party claiming the delay shall notify the other party in writing of such fact within ten (10) days after the beginning of any such claimed delay.
- 6.11 Hazardous/Toxic Waste. LESSEE will not allow the installation of additional underground storage tanks or release of hazardous substances in, on, under, or from the premises. For the purposes of this provision, a release shall include but not be limited to any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leeching, dumping, or otherwise disposing of hazardous substances. "Hazardous substances" shall mean those hazardous substances listed by the Environmental Protection Agency in regularly released reports and any other substances incorporated into the State's list of hazardous substances. A copy of the presently effective EPA and the State lists is on file in the Office of the City Clerk as Document 769704 and by this reference is incorporated herein.

In the event of any LESSEE release of a hazardous substance, LESSEE shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities.

LESSEE agrees to assume the defense of, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LESSEE'S operations on the premises; including but not limited to costs of environmental assessments, costs of remediation and removal, any necessary response costs, damages for injury to natural resources or the public, and costs of any health assessment or health effect studies.

If LESSEE knows or has reasonable cause to believe that any hazardous substance has been released on or beneath the premises, LESSEE shall give written notice to the City Manager within ten (10) days of receipt of such knowledge or cause for belief. Provided, however, if LESSEE knows or has reasonable cause to believe that such substance is an imminent and substantial danger to public health and safety, LESSEE

shall notify the City Manager immediately upon receipt of this knowledge or belief and shall take all actions necessary to alleviate such danger. LESSEE will notify the City Manager immediately of any notice of violation received or initiation of environmental actions or private suits relative to the premises. In addition, LESSEE and LESSEE'S sublessees shall not utilize or sell any hazardous substance on the property without the prior written consent of CITY.

At any time within the twelve (12) months before the expiration or earlier termination of this lease if it has been determined that LESSEE has caused a release of hazardous material, LESSEE, at CITY'S sole option, shall cause an environmental assessment of the premises to be completed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist, or Registered Civil Engineer. Said environmental assessment shall be obtained at the sole cost and expense of LESSEE and shall establish what, if any, hazardous substances exist on, in, or under the premises, and in what quantities. If any hazardous substances exist in quantities greater than that allowed by CITY, county, state, or federal laws, statutes, ordinances, or regulations, then said environmental assessment shall include a discussion of these substances with recommendations for remediation and removal necessary to effect compliance with those laws or statutes and estimates of the cost of such remediation or removal. LESSEE shall cause the remediation and/or removal recommended in the environmental assessment such that compliance with environmental law is achieved and shall be solely responsible for all costs and expenses incurred.

SECTION 7: GENERAL PROVISIONS

7.1 Notices

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

CITY:

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

LESSEE:

Social Advocates for Youth, Inc. (SAY)
Attention: Associate Executive Director
3615 Kearny Villa Road, Suite 101
San Diego, CA 92123-1900

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 lease may by like notice designate a different address to which notices shall be sent.

- 7.2 Compliance with Law. LESSEE 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 LESSEE'S sole cost and expense. In addition, LESSEE 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.
- 7.3 CITY Approval. The approval or consent of CITY, wherever required in this lease, shall mean the written approval or consent of the City Manager unless otherwise specified, without need for further resolution by the City Council.
- 7.4 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in LESSEE'S use of the premises, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

7.5 Compliance with CITY'S Equal Opportunity Contracting Program.

- a. Equal Opportunity Contracting. LESSEE acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated herein. LESSEE and all of its subcontractors are individually responsible to abide by its contents.

LESSEE 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. LESSEE will not discriminate against any employee or applicant for employment on any basis prohibited by law.

LESSEE submitted and CITY acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that LESSEE will take to achieve the CITY'S commitment to equal employment opportunities.

LESSEE agrees to insert the foregoing provisions in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor. LESSEE agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by the CITY'S Equal Opportunity Contracting Program staff.

- b. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LESSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this lease agreement from local residents and firms as opportunities occur. LESSEE agrees to hire qualified local residents and firms whenever feasible.

LESSEE 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 lease agreement and debarment from participating in CITY contracts for a period of not less than one (1) year.

- 7.6 Partial Invalidity. If any term, covenant, condition, or provision of this lease is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
- 7.7 Legal Fees. In the event of any litigation regarding this lease, the prevailing party shall be entitled to an award of reasonable legal costs, including court and attorneys' fees.
- 7.8 Number and Gender. Words of any gender used in this lease shall include any other gender, and words in the singular number shall include the plural, when the tense requires.
- 7.9 Captions. The Lease Outline, section headings, and captions for various articles and paragraphs shall not be held to define, limit, augment, or describe the scope, content, or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties with respect to the leased premises. Each party has relied on its own examination of the premises, advice from its own attorneys, and the warranties, representations, and covenants of the lease itself. Each of the parties in this lease agrees that no other party, agent, or attorney of any other party has made any promise, representation, or warranty whatsoever which is not contained in this lease.
- The failure or refusal of any party to read the lease or other documents, inspect the premises, and obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on these actions. No modification, amendment, or alteration of this lease will be valid unless it is in writing and signed by all parties.
- 7.11 CITY Employee Participation Policy. It is the policy of CITY that all CITY contracts, agreements, or leases with consultants, vendors, or LESSEES shall include a condition that the contract, agreement, or lease may, at the sole option of CITY, be unilaterally and immediately terminated by

CITY if the contractor or LESSEE employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a CITY officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the contractor or LESSEE. It is not the intent of this policy that these provisions apply to members of the City Council.

7.12 Drug-free Workplace. LESSEE shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold 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 workplace.
 - (2) The LESSEE'S policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employees assistance programs.
 - (4) The penalties that may be imposed upon employees' for drug abuse violations.
- c. LESSEE shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees shall be individually responsible for their own drug-free workplace programs.

7.13 Disabled Access Compliance. LESSEE agrees to comply with the California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of

people with disabilities. LESSEE'S compliance shall include but not necessarily be limited to the following:

- a. LESSEE shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- b. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of LESSEE.
- c. LESSEE shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- d. Where required by law, LESSEE shall comply with CITY'S disabled access requirements by bringing up to code and making accessible any areas of the premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of LESSEE.
- e. LESSEE shall include language in each sublease agreement which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees shall be individually responsible for their own ADA employment programs.

LESSEE understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this lease.

- 7.14 Corporate Authority. Each individual executing this lease on behalf of LESSEE represents and warrants that he/she is duly authorized to execute and deliver this lease on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of the corporation or in accordance with the bylaws of the corporation, and that this lease is binding upon the corporation in accordance with its terms, and that LESSEE is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify LESSEE to do business in the state where the premises are situated.

- 7.15 Supercedure. It is mutually agreed that this lease, upon execution, supercedes & annuls that certain lease executed on October 4, 1993 with Social Advocates for Youth, Inc., Document No. C-05029, which is hereby void.

SECTION 8: SIGNATURES

8.1 Signature Page.

IN WITNESS WHEREOF, this lease agreement is executed by CITY, acting by and through its City Manager, and by LESSEE, acting by and through its lawfully authorized officers.

THE CITY OF SAN DIEGO

Date SEP 09 1996

By Robert Vallero

LESSEE: SOCIAL ADVOCATES FOR YOUTH,
INC., (SAY)

Date 6/16/96

By M. J. Lee

APPROVED as to form and legality this 13 day of September, 1996.

JOHN W. WITT, City Attorney

By [Signature]
Chief Deputy City Attorney

DEVELOPMENT AND ENVIRONMENTAL PLANNING

ENVIRONMENTAL CLEARANCE:

[Signature] 15061 b3 pr 1472 9/13/96
(name/date)

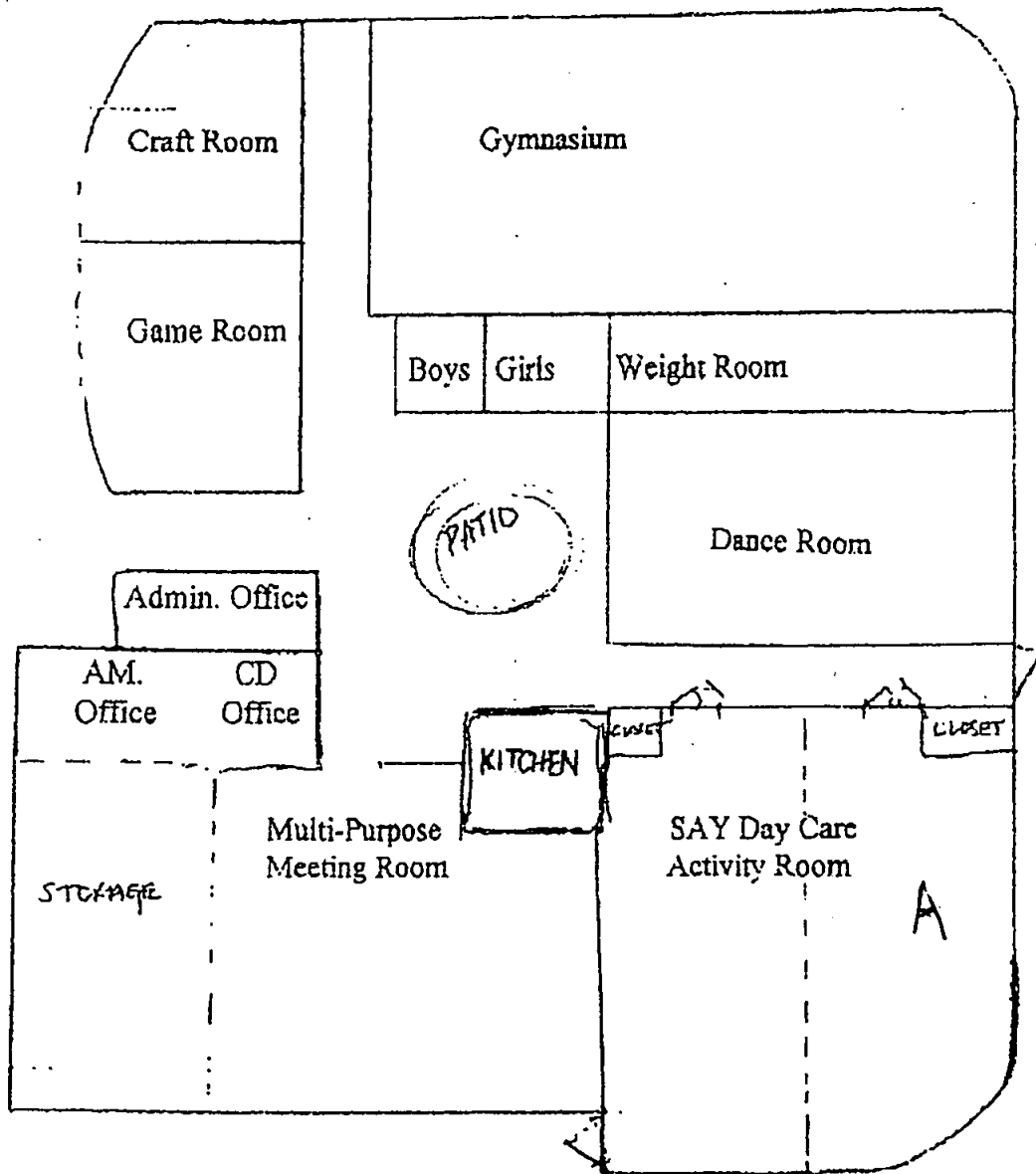
DWE:rc-j
05-13-96
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SECTION 9: EXHIBITS

9.1 Exhibit A - Premises.

Exhibit "A"

Doyle Community Park & Recreation Center



9.2 Exhibit B - Child Care Center Program.

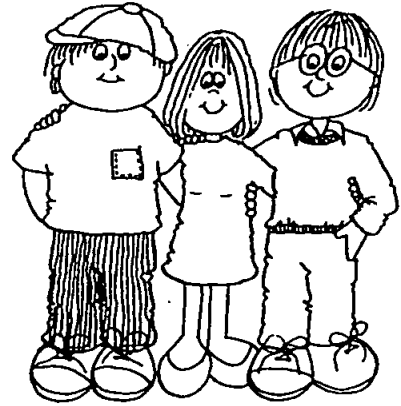
SAY, San Diego, Inc. (Social Advocates for Youth) is a private non-profit agency dedicated to supporting the positive development of young people, their families and communities. SAY's programs serve over 7,000 people annually and include:

- *Extended Day Child Care for School Age Children*
- *Juvenile Delinquency Prevention Programs*
- *Substance Abuse and Gang Prevention Programs*
- *Youth, Family and Multi Group Counseling*
- *Youth and Family Mediation Services*
- *Youth Employment Programs*
- *School Based Social Service Programs*
- *Parent and Community Education*

For further information regarding SAY's programs please contact:

SAY San Diego, Inc.
3615 Kearny Villa Road Suite 101
San Diego, Ca. 92123-1950
(619) 565-4148

SAY



Extended

Day

Child

Care



A Project of SAY San Diego, Inc.

PARENTS TELL US:

Exceptional Quality . . .

"My son has attended SAY's program for two years. The staff show a genuine interest in the children that I have not seen in any other child care service that I have been associated with. Thank you for creating the SAY after school program and a special thanks for making my son's days more fun, educational, and filled with love."

Jacqueline B.

"Your staff created an outstanding care and learning environment for my son this year. My son has been in child care since he was born but this is the first time I have seen such positive interaction between the staff and my son. I am confident and secure enrolling him in SAY's after school program."

Robert S.

Accessible . . .

"As a working mother, I appreciate the convenience of having child care services located at my daughter's school. Knowing that my child can walk from her classroom to SAY's child care program and that I can pick her up within a few blocks from my home is wonderful!"

Carolyn M.

Affordable . . .

"You probably have no idea how much help you have been to me. As a single parent I was so worried about how I was going to manage...your organization has made my life so much better. Thanks for being here!"

Margaret B.

Extended Day Child Care Program

SAY's Extended Day Child Care Program is available to children who are enrolled at any of the participating San Diego City elementary school sites. After school care is provided until 6:00 pm at all sites. Before school care and full day vacation programs are available at selected locations.

Program Content

The program offers a balance of activities designed to develop self esteem and provide a creative educational and recreational experience for children. SAY's high quality, well supervised program includes:

- Homework Assistance
- Field Trips
- Arts and Crafts
- Outdoor Play
- Computer Education
- Literature and Music
- Science and Nature
- Nutritious Snacks
- and more!

Program Staff

Staff are selected with care and include credentialed teachers, child development specialists, and recreation leaders. A staff to child ratio of at least 1:14 is always maintained. All programs are licensed by the California State Department of Social Services.

Program Fees

Fees are affordable and based on program costs. The Extended Day Child Care program is primarily self-supported and fees vary depending on the specific program in which a child is enrolled. Discounts for additional children in the same family are available at all sites. Subsidies for eligible families are available at selected sites.

9.3 Exhibit C - Schedule of Days and Hours of Operation.

Daily Schedule

- 7:00 - 8:30 Arrival/Free Play (Computers, Drawing, Table Games)*
- 8:30 - 9:00 Outdoor Free Play*
- 9:00 - 9:15 Restroom Call*
- 9:15 - 9:30 AM Snack*
- 9:30 - 10:00 Group Announcement & Discussion/Aerobics/Music Activities*
- 10:00 - 11:45 Group Time (Arts & Crafts Projects)*
- 11:45 - 12:00 Clean-up*
- 12:00 - 12:15 Restroom Call*
- 12:15 - 1:15 Lunch/Restroom Call*
- 1:15 - 2:15 Nap Time/Quiet Time*
- 2:15 - 3:15 Organized Outdoor Sports (Games)*
- 3:15 - 4:15 Indoor Organized Games/Starshine Club*
- 4:15 - 4:30 Restroom Call*
- 4:30 - 4:45 Snack*
- 4:45 - 5:30 Choice (Create, Think, Pretend, Discover)*
- 5:30 - 6:00 Quiet Activities/Clean-up*

9.4 Exhibit D - Schedule of Rates & Charges.

THE FOLLOWING ARE EXCERPTS FROM PARENT POLICIES/AGREEMENT THAT RELATE TO FEES AND CHARGES

A. REGISTRATION

An enrollment packet including a variety of forms must be completed by each family. Program fees for the first month of enrollment and registration fees are due before services begin.

A non-refundable, non-transferrable registration fee of \$30 is required for each child upon enrollment and for each subsequent school year.

C. DISENROLLMENT

SAY desires to work with the parent in every way possible to prevent non-voluntary disenrollment. However, at times, a child may be asked to leave the program. Some of the reasons a child or family may be disenrolled from the program are:

Failure to pay fees.

Failure to notify staff of changes (including change of address, telephone, and emergency contacts).

Failure to observe program procedures and policies.

Behavioral difficulties which the program is not staffed to address. In these instances, staff will work with the parent to try

to find assistance for the problem as well as other child care resources for the family.

Failure to provide needed information and/or complete required forms.

Giving false information.

Failure to observe contracted hours (for example, late pick-up of child).

Failure to sign in and out.

Child leaving the grounds (or area supervised by staff) without permission.

Disruptive, abrasive, or abusive behavior on the part of the parent, guardian, or other individuals designated by the enrolling parent(s) to pick child(ren) up. It is not our intent to prevent the parent from expressing her/his views, even the angry ones, but we must prevent scenes which frighten

the children and disrupt our activities, or minimize the respect for and rapport between children and staff.

3. PICKING CHILD(REN) UP LATE

A late pick-up fee of \$5 per child will be charged for every one to fifteen minutes after your scheduled pick-up time. If a child is picked up late more than twice in one year, the child may be disenrolled from the program.

If a child has not been picked up after one hour of closing time, the police may be called to escort the child to Hillcrest Receiving Home. The Site Director will make every attempt to reach the parents and their emergency contacts before such action is taken. PLEASE be sure your emergency numbers are current and that we have at least four phone numbers other than those of the parents' home and work place to call if parents can't be reached.

C. ABSENCES

Credit cannot be given for days missed. When you enroll your child you are reserving time, space, staff and supplies for your child whether or not the child attends.

IV. FEES

A. PAYMENTS

Monthly billing statements will be mailed to you between the 15th and 21st of each month for the following month. If you do not receive your bill by the 22nd, please notify your Site Director.

Fees are due in advance. Fees will be due on the 25th of each month for the following month and will be considered late after the third school day of the month. Fees should be mailed to: SAY SAN DIEGO, INC., 3615 KEARNY VILLA RD. #101, SAN DIEGO, CA 92123. Please allow sufficient mailing time, as we cannot be responsible for lost or late mail. Receipts will be issued to parents for all payments.

Fees are based on a schedule which is INCLUDED AS THE LAST PAGE OF THIS PACKET. A discount of 20% is available for additional children enrolled from the same family. The discount is applied toward the lesser amount of monthly fees charged, and will not apply to other fees. In order to most appropriately plan daily programs, we must have children's schedules and payments for each child's participation in advance of enrollment. Refunds are not issued if a child is absent or withdrawn from the program.

Fees for vacation programs will be billed separately and will

require separate payments from those for the regular site program. Fees will be due approximately two weeks before the vacation program. Vacation registration forms will include due dates.

Parents are responsible for keeping fee payment records for their personal income taxes, if needed. Please retain your receipts, as we cannot provide you with a calendar year total. If you have lost your receipts, please use your billing statements or canceled checks for this purpose. SAY's Tax ID# is 23-710-7958.

The enrolling parent(s) will be responsible for all fees due if other funding sources who have agreed to pay for the child care fail to pay (such as employer, YMCA, etc.).

A limited number of scholarships are available for families who qualify. To apply, please contact your Site Director.

B. DELINQUENT FEES

A delinquent fee notice including a \$20 late fee will be issued if payment is not received by the third school day of the month, or if a check is returned by the bank. The parent must respond within one week of the date of the notice by either making the payment in full, or submitting a reasonable plan for repayment. Disenrollment may occur if the parent does not comply as specified.

If a check is returned by the bank, there will be an additional returned check fee of \$15. Repayment and future payments must be in the form of money orders or cash.

If a parent is issued two delinquent fee notices within one contract period (July 1 - June 30), disenrollment may be enacted upon the delivery of a third notice.

If disenrollment is due to non-payment of fees, the family will not be eligible for re-enrollment for a period of six months and may be subject to wait list procedures.

C. ADDITIONAL CHARGES

1. FIELD TRIPS AND SPECIAL EVENTS

There may be small additional charges for special field trips or activities. In these cases, your Site Director will notify you in advance.

2. LATE PAYMENT FEE

A late payment fee of \$20 will be charged if fees are not received by the third school day of the month or by the date indicated on your billing statement.

3. LATE PICK-UP FEE

A fee of \$5.00 per child will be charged for every one to fifteen minutes after your scheduled pick-up time when children are picked up late. Late pick-up fees are payable to the Site Director on the day of the late pick-up. Fees not paid will be added to your bill; late payment fees may apply.

4. ANNUAL REGISTRATION FEE

A non-refundable, non-transferrable registration fee of \$30 is required for each child prior to enrollment and for each subsequent school year.

5. RETURNED CHECK FEE

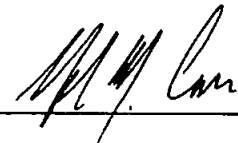
Returned checks are subject to a \$15 returned check fee in addition to the \$20 late payment fee (total \$35).

9.5 Corporate Name.

Social Advocates for Youth (SAY), San Diego, Inc.

CORPORATE NAME

I, Michael M. Carr, certify that I am the
Executive Director of the corporation named in the attached
agreement; that Michael M. Carr, who signed this agreement on behalf of
the corporation, was then Executive Director of said corporation; that said
agreement was duly signed for and on behalf of said corporation by authority of its
governing body, pursuant to a resolution duly adopted by its Board of Directors on
June 11, 19 96, and is within the scope of its corporate powers; and
that set out below are the names of the officers and directors of said corporation.

By 

CORPORATE SEAL

Name _____
Title _____

Name _____
Title _____

Name _____
Title _____

Name _____
Title _____

(O-97-21)

ORDINANCE NUMBER O- **18343** (NEW SERIES)

ADOPTED ON **SEP 09 1996**

AN ORDINANCE AUTHORIZING A FIVE-YEAR LEASE
AGREEMENT, WITH ONE FIVE-YEAR OPTION TO
RENEW, WITH SOCIAL ADVOCATES FOR YOUTH (SAY)
IN A PORTION OF DOYLE PARK COMMUNITY CENTER

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

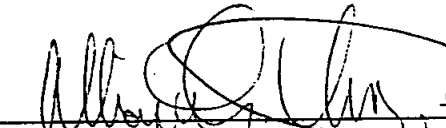
Section 1. That the City Manager is hereby authorized to
execute, for and on behalf of The City of San Diego, a five-year
lease agreement, with one five-year option to renew, with SOCIAL
ADVOCATES FOR YOUTH (SAY), for the operation of a child care
center utilizing approximately a 2,000 square-foot portion of
Doyle Park Community Center, at an initial annual rent of \$3,000,
under the terms and conditions set forth in that lease agreement
on file in the office of the City Clerk as Document No.

00- **18343** .

Section 2. This ordinance shall take effect and be in force
on the thirtieth day from and after its passage.

APPROVED: JOHN W. WITT, City Attorney

By


Harold Q. Valderhaug
Head Deputy City Attorney

HOV:ps
07/17/96
Job:221677
Or.Dept:REA
O-97-21



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

PLEASE SIGN &
RETURN

File: Social Advocates for Youth Inc. - Doyle Park

May 18, 1995

Sylvia Selverston
Associate Executive Director
SAY, San Diego, Inc.
3615 Kearny Villa Road, Suite 101
San Diego, California 92123-4178

Dear Ms. Selverston:

Re: Lease Term Extension - Doyle Child Care Program

The lease term under the agreement between the City of San Diego and Social Advocates for Youth, Inc. (SAY), Document No. C-05029, is scheduled to terminate on September 3, 1995. Section 2.1 and 2.2 of the lease, gives the City the ability to place the lease on "holdover" status for one additional year without prior written approval of the San Diego City Council.

The City hereby agrees to place the lease on "holdover" status from September 4, 1995 through September 3, 1996, subject to the following additional terms and conditions:

1. The monthly rent commencing September 4, 1995, and for the term of the "holdover" period shall be \$300 per month paid in advance.
2. SAY shall notify Doyle Park & Recreation staff, on or before April 15, 1996, as to whether SAY plans to use the facility for a summer camp program during the summer months of 1996. In the event that SAY does not plan to use the facility for a summer camp program, they shall make the facility available to Park & Recreation staff for a Doyle Park Summer Camp Program.

All other terms and conditions of the existing lease agreement shall remain in full force and effect throughout the term of the "holdover" period.

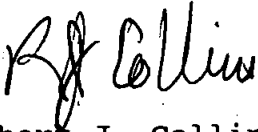
The above proposal shall be effective upon the City's receipt of a signed copy of this letter from SAY agreeing to the above terms and conditions.



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If you have any questions, please call Stew Cerveney of my staff at 236-6066.

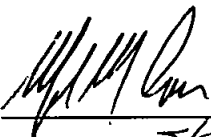
Sincerely,



Robert J. Collins
Deputy Director

Social Advocates for Youth Inc. (SAY), hereby agrees to the above terms and conditions as a part of its request for placement on a one-year "holdover" status.

Dated: 5/24/95 Social Advocates for Youth Inc.

By:  Exec. DIR
5/24/95

SAC:sac

 Assoc Exec Dir
5/24/95

cc: Deborah Ferrin, Child Care Coordinator
Mary Ann Oberle, Deputy Director, Park & Recreation
Susan Taylor, Lease Billing Supervisor
David Monroe, Area Manager, Park & Recreation