

DUPLICATE ORIGINAL

LEASE AGREEMENT

THE CITY OF SAN DIEGO

AND

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

Flat Rate Lease

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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 SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC., a California Nonprofit 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, described in Section 9.1 and as depicted on City Engineer Drawing 18242-B in Section 9.2 attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises" or "leased premises."
- 1.2 Uses. It is expressly agreed that the premises are leased to LESSEE solely and exclusively for the purposes of designing, constructing and operating an employment center under the terms and conditions stated in the attached pre-development agreement Section 9.3.a. and construction/operating agreement Section 9.3.b. which are titled SAN DIEGO HOUSING COMMISSION AGREEMENT WITH SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC. Contract No. 95-0570, and Contract No. 95-0594, and are hereby made a part of this agreement and hereinafter referred to as the "Contracts", and for such other related or incidental purposes as may be first approved in writing by City Manager and for no other purpose whatsoever. The improvements shall be constructed in accordance with the terms and conditions of the above described Contracts, and the General Development Plan referenced in Section 9.6 hereof and shall not be enlarged or modified without the prior written consent of the City Manager or his authorized representative.

The use of the premises for any unauthorized purpose shall constitute a substantial default and subject this lease to termination at the sole option of the CITY.

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, by paying the rent and performing the covenants and agreements herein and those contained in the Contracts, 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 an employment center and related activities in a fiscally responsible manner, and as described in the Contracts.
- 1.7 Operation of Facilities. A regular schedule of days and hours of operation shall be established by LESSEE to best serve the public as set forth in the Contracts. 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, and the requirements of the Contracts.
- 1.8 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.
- 1.9 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 any election ballot issues or proposals or 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. The LESSEE shall be responsible for keeping the premises free of any political advertisements or signs.

- 1.10 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.

LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned. The sign shall be installed by LESSEE at a location agreeable to CITY.

- 1.11 Parking. LESSEE shall, provide permanently striped asphalt paved parking spaces in a configuration and quantity as shown on the Site Plan in the General Development Plan Section 9.6. LESSEE shall maintain the asphalt paving and striping in good condition as required by the City. LESSEE shall not allow any overnight parking of vehicles on the site. LESSEE shall provide proper trash receptacles and keep the parking lot and site free of trash and debris at all times.

SECTION 2: TERM

- 2.1 Commencement. The term of this agreement shall be five (5) years commencing on the first day of the calendar month following execution by the City Manager. "Lease year" as used in this lease shall mean the 12-month period commencing on the first day of the calendar month following the execution of this lease by the City Manager.
- 2.2 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.
- 2.3 Quitclaim and Surrender of LESSEE'S Interest. On execution of this lease, LESSEE shall deliver to CITY a quitclaim deed in recordable form quitclaiming all its rights in and to the premises. CITY may record such deed only on the expiration or earlier termination of this lease. In the event that CITY requires any subsequent quitclaim deed, LESSEE or its

successor in interest shall deliver the same within five (5) days after receiving written demand therefor.

At the expiration or earlier termination of this lease, LESSEE shall surrender the premises to CITY free and clear of all liens and encumbrances, except those liens and encumbrances which existed on the date of execution hereof, and in a decent, safe, and sanitary condition. In the case of termination of this lease by CITY prior to the end of the specified lease term, any liens and encumbrances must be approved in writing by the City Manager.

- 2.4 Right to Extend. Provided that LESSEE is not in default of this lease, LESSEE shall have the option to request the extension of this lease for two additional terms of five (5) years each subject to terms and conditions agreeable to both parties without having to return to the City Council for approval. The CITY may require, in addition to other items, that any extensions shall be subject to a change in the timing of the rental payment and the rent being adjusted to the City's then prevailing rate set for "Nonprofit" leases administered by the Real Estate Assets Department.

To exercise this right, LESSEE must give CITY three (3) months written notice before the date on which this lease expires.

- 2.5 Termination. This lease agreement may be terminated at anytime during the term of the lease or any extension thereof by either party, without necessity for cause, by serving upon the other party a one hundred and twenty day (120) notice in writing of their intention to terminate the lease. Said notice shall be mailed "certified mail" to the appropriate party at the address indicated in Section 7.1 of this agreement. The effective date of termination shall be the 120th day after receipt of the notice by the other party.

- 2.6 Surrender of Premises. At termination of this lease for any reason, LESSEE shall execute, acknowledge, and deliver to CITY, within five (5) days after written CITY demand, a valid and recordable quitclaim deed covering all of the premises. The premises shall be delivered free and clear of all liens and encumbrances and in a decent, safe, and sanitary condition.

If LESSEE fails or refuses to deliver the required deed, CITY may prepare and record a notice reciting LESSEE'S failure to execute this lease provision, and the notice will be conclusive evidence of the termination of this lease and all LESSEE'S rights to the premises.

SECTION 3: RENT

- 3.1 Place of Payment. 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. The rent is Six-Hundred Dollars (\$600) per year. Within thirty (30) days from the date of the City Manager's execution of this lease, the LESSEE agrees to deposit, or cause to be deposited with the City the sum of Three Thousand Dollars (\$3,000) as advance payment in full for the five year lease term. If the lease is terminated early for any reason, by either party, the balance of any rent prepaid beyond the date of termination shall, at the sole option of the CITY, be retained by CITY or refunded to the San Diego Housing Commission and will not be refunded to the LESSEE.

- 3.3 Delinquent Rent. If LESSEE fails to pay the rent when due, LESSEE will pay, in addition to the unpaid rent, 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.

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 funding or income received by the program and the cost of all services performed through the 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. LESSEE, upon Notice of Completion or issuance of a Certificate of Occupancy, shall furnish the Real Estate Assets Department a copy of said Notice or Certificate along with a list of all costs for the design, supervision, soils and other testing, and construction of the Employment Center improvements described in said Contract.

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 Encumbrances. LESSEE may not encumber this lease, its leasehold estate, the leased premises or the 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.

b. 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.

- c. 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 or his designated representative 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 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 LESSEE will be as follows:

- a. In the event the entire premises are taken, this lease 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 the lease operation, this lease 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 remaining part of the premises is suitable for continued lease operation, this lease 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.

- 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, LESSEE shall be entitled to any award attributable to the taking of, or damages to LESSEE'S then remaining leasehold interest, if any, under the terms of the lease, in installations or improvements of LESSEE. CITY shall have no liability to LESSEE 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, LESSEE shall retain whatever interest, if any, it may have in the fair market value of any improvements placed by it on the premises in accordance with the terms of this lease.
- f. No Inverse Condemnation. The exercise of any CITY right under this lease shall not be interpreted as an exercise of the power of eminent domain and shall not impose any liability upon CITY for inverse condemnation.

SECTION 5: INSURANCE RISKS/SECURITY

- 5.1 Indemnity. LESSEE agrees to defend, indemnify, protect, and hold the CITY, the San Diego Housing Commission ("COMMISSION"), the Housing Authority of the City of San Diego ("AUTHORITY"), their 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, COMMISSION, AUTHORITY, their 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 Two Million Dollars (\$2,000,000) 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, COMMISSION, AUTHORITY or LESSEE or by authorized representatives of CITY, COMMISSION, AUTHORITY or LESSEE on or in connection with the use or operation of the premises.
- (2) Fire, extended coverage, and vandalism insurance policy on all insurable property on the premises in an amount to cover 100 percent of the replacement cost. Any proceeds from a loss shall be payable jointly to CITY and LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property.

b. LESSEE'S responsibility to maintain said insurance also includes the following:

- (1) Additional Insured. All insurance policies will name CITY, COMMISSION and AUTHORITY as additional insureds, and protect CITY, COMMISSION and AUTHORITY 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.

sub
AK 5.4 **EIGHT THOUSAND DOLLARS (\$8,000)**

Security Deposit. A security deposit shall be paid to the CITY by LESSEE in the sum of ~~Fifteen Thousand Dollars (\$15,000)~~ within thirty (30) days from the date of the City Manager's execution of this lease. All or any portion of the principal sum shall be available unconditionally to CITY for correcting any default or breach of this lease by LESSEE, LESSEE'S successors or assigns, or for payment of expenses incurred by CITY as a result of LESSEE'S failure to faithfully perform all terms, covenants, and conditions of this lease.

The security deposit shall take one of the forms set out below:

- a. Cash. Cash deposits shall be deposited with CITY, and CITY shall not be liable to LESSEE for any interest thereon. Provided further, any interest earned by CITY from such deposit or redeposit shall be and remain the property of CITY.
- b. Instrument(s) of Credit. An instrument(s) of credit from one or more financial institutions, subject to regulation and insurance by the state or federal government, shall pledge that the funds are on deposit and guaranteed for payment and agree that any or all funds shall be paid to CITY upon demand by CITY. The financial institution and the form of any instrument pledging the funds must be approved by CITY.

LESSEE will maintain the required security deposit throughout the lease term and for ninety (90) days thereafter unless previously

*See letter
agreement
dated
5-15-95
See*

released by CITY. Failure to do so shall be considered a default and is grounds for immediate termination of this lease.

In the event CITY utilizes all or any portion of the security deposit, LESSEE shall reimburse the deposit within ten (10) days of notice from CITY to bring the security deposit up to the full specified amount.

The LESSEE, at the time of providing the security deposit funds to CITY, shall identify the source of the funds to be used for the security deposit. If the funds for the security deposit were obtained from the San Diego Housing Commission, upon termination of the lease any remaining security deposit funds shall be refunded to the San Diego Housing Commission and not to the LESSEE.

The security deposit or any balance thereof will be returned to LESSEE or the San Diego Housing Commission, as appropriate, within ninety (90) days following expiration or termination of this lease, provided LESSEE has faithfully complied with all terms, covenants, and conditions hereof.

The security deposit may be increased by CITY proportionate to any increased performance or rental liability of LESSEE upon sixty (60) days' prior written notice from CITY of such required increase.

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, and that CITY, COMMISSION and AUTHORITY have performed all work with respect to the premises, and that LESSEE does not hold CITY, COMMISSION or AUTHORITY 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 and in compliance with the Development Plan described in Section 6.12, Development Plan, and Section 9.3, Contracts hereof and with all applicable laws.
- 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, including structural repair and restoration of damaged or worn improvements. CITY, COMMISSION, and AUTHORITY 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 Construction Bond. At the City Manager's option, whenever there is any construction to be performed on the premises, LESSEE shall deposit with CITY, prior to commencement of said construction, a faithful performance bond in the amount of 100 percent of the estimated construction cost of the work to be performed. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the construction commenced by LESSEE shall be completed in accordance with the plans approved by CITY or, at the option of CITY, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to CITY. The bond or cash will be held in trust by CITY for the purpose specified above or at CITY'S option it may be placed in an escrow or other trust approved by CITY.

6.7 Liens. LESSEE shall at all times save CITY, COMMISSION and AUTHORITY free and harmless and indemnify CITY, COMMISSION, and AUTHORITY 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, COMMISSION or AUTHORITY 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.

6.8 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.

6.9 Signs. LESSEE 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, 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.

6.10 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. CITY, at its sole option, may elect to assume ownership of only a portion of the improvements and require LESSEE to remove the balance of the remaining improvements, structures or installations and to repair the surfaces of the site to and including the termination, removal, backfilling, compaction, and repaving of areas of concrete slabs, decks, ramps, foundations and utilities.
- b. If CITY elects not to assume ownership of all or any portion of the 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 such 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.

6.11 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.

6.12 Development Plan. LESSEE agrees to develop the leased premises in accordance with the terms and conditions of said Contracts and the General Development Plan approved by the City Manager and filed in the Office of the City Clerk which Plan and Contracts are hereby incorporated by this reference. The general contents and provisions of the Development Plan are described in Section 9.6 hereof. The City Manager or his designee shall have the authority to authorize changes to the Plan provided that the basic concept may not be modified without City Council approval and a document evidencing any approved changes shall be filed in the Office of the City Clerk. Failure by LESSEE to comply with the General Development Plan shall constitute a major default and subject this lease to termination by CITY. The City Manager, in his sole discretion, may approve an extension to the date specified for completion in the Development Plan of up to one (1) year without further City Council approval.

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

- 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 shall submit to the Project Manager statistical information as requested in the City of San Diego Contract Activity Report indicating the amount of subcontracting provided by firms during the period covered by the report. This information should be accompanied by an invoice from each subconsultant/subcontractor/ vendor/service provider listed in the report.
- b. Equal Employment Opportunity. 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 based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth.

Upon request by the City of San Diego, LESSEE will submit a current Work Force Report and, if required, an Equal Employment Opportunity Plan which sets forth the actions that LESSEE will take to achieve the CITY'S goals for the employment of African Americans, American Indians, Asians, Filipinos, Latinos, women, and people with disabilities.

Further, LESSEE will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this lease agreement so that such provisions will be binding upon each subcontractor.

- c. Local Business and Employment. LESSEE acknowledges that the City of San Diego seeks to promote employment and business opportunities for local residents and firms on 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 together with the Contracts, Exhibits and Attachments contains the entire understanding of the parties. If there is a conflict between the terms and conditions of this lease and those of the Contracts (Sections 9.3.a & 9.3.b.), the terms and conditions of the lease shall prevail. 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, if any, language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. LESSEE and sublessees, if any, 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, if any, which indicates the sublessee's agreement to abide by the foregoing provisions. LESSEE and sublessees, if any, 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.

SECTION 7: SPECIAL PROVISIONS

- 7.14 Bylaws. Membership in LESSEE'S organization shall be open to anyone meeting the requirements of its rules and bylaws. All restrictions, rules, bylaws, and fees, if any, and changes thereto proposed by LESSEE'S organization shall, before being put into effect, be submitted to and receive the written approval of the City Manager. Bylaws shall be on file in the office of the Real Estate Assets Department prior to CITY execution of this lease.
- 7.15 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.
- 7.16 CITY Option to Purchase. In the event LESSEE desires to dispose of its interest in trade fixtures, and furnishings, if any, owned by LESSEE on the leased premises, CITY shall be given the first right to purchase said interest at a mutually agreeable price.
- 7.17 Standard of Employees. LESSEE and its employees shall at all times conduct themselves and the operations on the leased premises in a creditable manner.
- 7.18 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.
- 7.19 Copies of Documents. LESSEE promptly upon receipt of same, shall provide CITY, copies of all environmental documents, building permits, Certificate of Occupancy, building plans, soils reports, "as built", or other investigations pertinent to the leased premises.

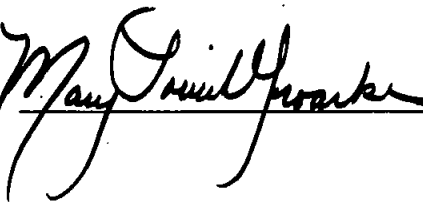
SECTION 8: SIGNATURES

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.

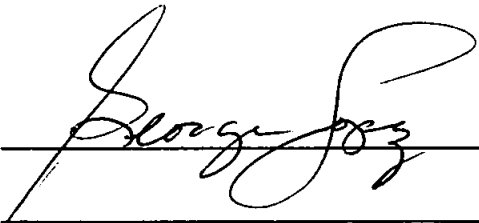
THE CITY OF SAN DIEGO

Date April 26, 1995

By 

LESSEE:

Date 4-6-95

By 
By _____

APPROVED as to form and legality this 26 day of April, 1995

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

SAC:rc-j
3/14/95

SECTION 9: EXHIBITS

9.1 Legal Description.

(SEE ATTACHED)

LEASEHOLD
LEGAL DESCRIPTION

(PACIFIC BEACH WORKCENTER)

That portion of Pueblo Lot 1788 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Miscellaneous Map No. 36 thereof made by James Pascoe in 1870, filed in the Office of the County Recorder of San Diego County November 14, 1921, described as follows:

Beginning at the intersection of the Easterly line of Mission Bay Drive (formerly Pacific Highway) with the Northwesterly line of Damon Avenue as said Drive and Avenue were located and established on March 6, 1968, said intersection being also the most Southerly corner of land described in deed to The Sierra Company, recorded March 20, 1957 in Book 6502, page 159 of Official Records; thence along the Northwesterly line of said Damon Avenue North $37^{\circ}48'06''$ East 194.21 feet to the TRUE POINT OF BEGINNING; Thence along the prolongation of the Southeasterly line of that certain parcel of land as shown on Record of Survey Map thereof No. 8824, filed in the Office of the County Recorder of said County October 1, 1981, South $8^{\circ}05'02''$ East 86.45 feet; thence South $27^{\circ}19'29''$ West 36.79 feet; thence South $28^{\circ}34'56''$ West 86.69 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 77.52 feet; thence along said curve Southwesterly 59.42 feet through a central angle of $43^{\circ}54'57''$ to a point of compound curve concave Northerly and having a radius of 45.72 feet; thence along said curve Northwesterly 59.11 feet through a central angle of $74^{\circ}04'39''$ to non-tangent point; thence North $6^{\circ}50'24''$ West 33.65 feet; thence North $37^{\circ}48'11''$ East 32.82 feet; thence North $49^{\circ}28'06''$ East 34.18 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 194.76 feet; thence along said curve Northeasterly 110.03 feet through a central angle of $32^{\circ}22'11''$ to a non-tangent point on said Northwesterly line of Damon Avenue; thence North $37^{\circ}48'06''$ East 61.42 feet to the TRUE POINT OF BEGINNING.

Containing: .0.357 ACRE, more or less.



SECTION 9.1 - LEGAL DESCRIPTION

9.2 Site Map.

(SEE ATTACHED)

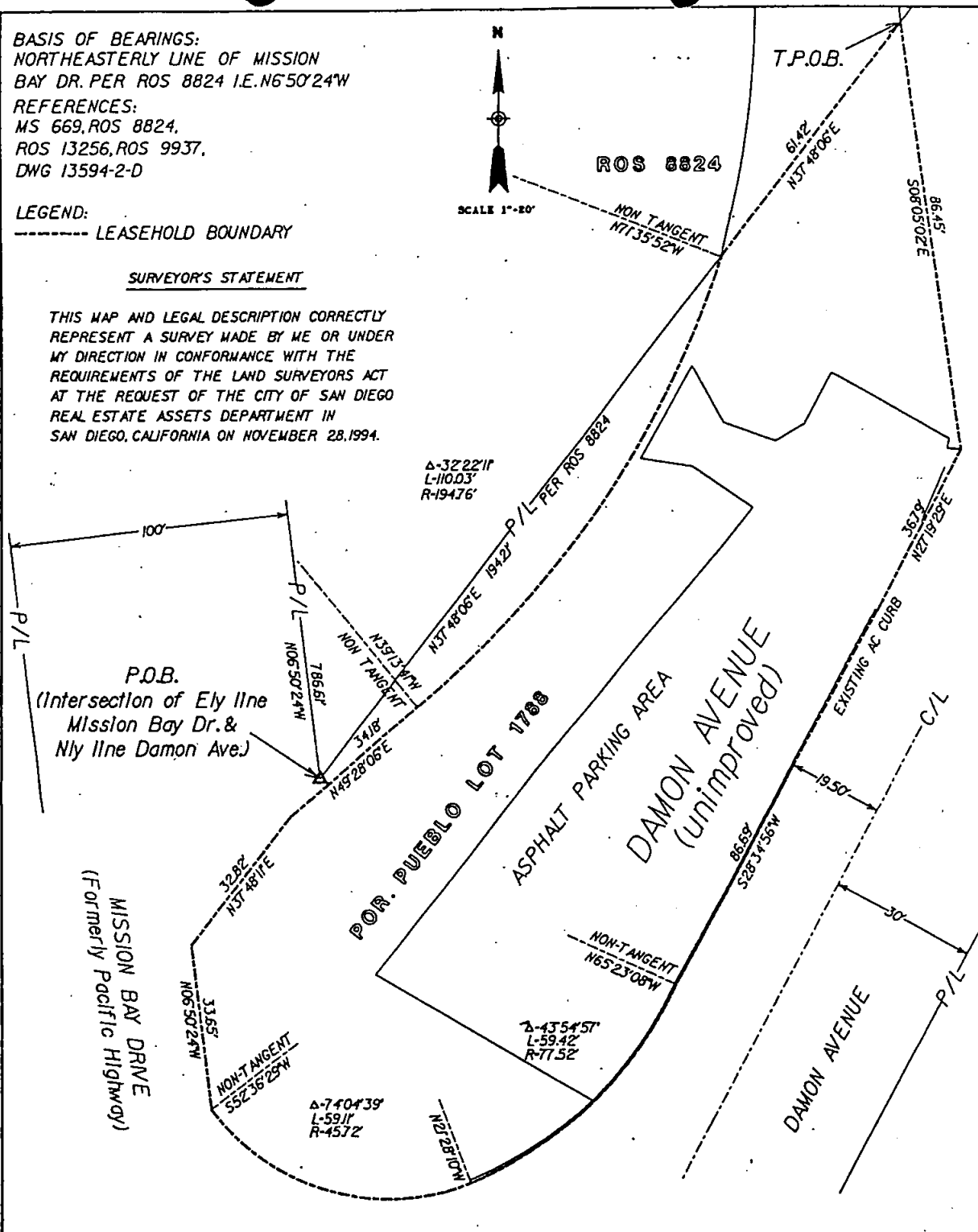
/usr/133/damon.dgn Dec. 13, 1994 08:16:19

BASIS OF BEARINGS:
 NORTHEASTERLY LINE OF MISSION
 BAY DR. PER ROS 8824 I.E. N6°50'24"W
REFERENCES:
 MS 669, ROS 8824,
 ROS 13256, ROS 9937,
 DWG 13594-2-D

LEGEND:
 ----- LEASEHOLD BOUNDARY

SURVEYOR'S STATEMENT

THIS MAP AND LEGAL DESCRIPTION CORRECTLY
 REPRESENT A SURVEY MADE BY ME OR UNDER
 MY DIRECTION IN CONFORMANCE WITH THE
 REQUIREMENTS OF THE LAND SURVEYORS ACT
 AT THE REQUEST OF THE CITY OF SAN DIEGO
 REAL ESTATE ASSETS DEPARTMENT IN
 SAN DIEGO, CALIFORNIA ON NOVEMBER 28, 1994.



PREPARED BY: CITY OF SAN DIEGO
 ENGINEERING DEPT., SURVEY /CADD SECTION
 UNDER THE DIRECTION OF CALVIN CHONG,
 RCE 29051 (EXPIRES 3/31/95)

**LEASEHOLD BOUNDARY: PACIFIC BEACH WORK CENTER
 PORTION OF PUEBLO LOT 1788, MISC. MAP 36**

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	T.M.
ORIGINAL					SHEET 1 OF 1 SHEET	W.O. 112551
					<i>Calvin Chong</i> Dec. 13, 1994	1874-6262
					FOR CITY ENGINEER DATE	MAD83 COORDINATES
						234-1701
						LAMBERT COORDINATES
SECTION 9.2 - SITE MAP						18242 - B
STATUS						

9.3 Contracts Between San Diego Housing Commission and San Diego
County SER/Jobs for Progress, Inc.

(SEE ATTACHED)

9.3.a.

Pre-Development Agreement Contract No. 95-0570

(R-95-1448)

RESOLUTION NUMBER R- 285655

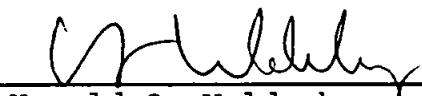
ADOPTED ON APR 25 1995

BE IT RESOLVED, by the Council of The City of San Diego, 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 two five-year options to extend on mutually acceptable terms, and with a 120-day termination clause, with SAN DIEGO COUNTY SER/JOB FOR PROGRESS, INC., a California nonprofit corporation, for the lease of a 0.35-acre City-owned site at the northeast corner of Damon Avenue and Mission Bay Drive, for the construction and operation of the Pacific Beach Employment Center for the benefit of day laborers and employers within the community, under a contract with the San Diego Housing Commission, at a minimum initial rent of \$600 per year paid in advance for the five-year term, a copy of which lease agreement is on file in the office of the City Clerk as Document No.

RR- 285655.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
04/06/95
Or.Dept:REA
Job:221769
R-95-1448
Form=r-t

APR 25 1995

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

YEAS: MATHIS, KEHOE, STEVENS, WARDEN, STALLINGS, MCCARTY,

VARGAS, MAYOR GOLDING

NAYS: HARVEY

NOT PRESENT: NONE.

AUTHENTICATED BY:

SUSAN GOLDING

Mayor of The City of San Diego, California

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Elise Harmon, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION

No. R- 285655, passed and adopted by the Council of The City of San Diego, California
on APR 25 1995.

CHARLES G. ABDELNOUR

City Clerk of The City of San Diego, California

(SEAL)

By: Elise Harmon, Deputy

SAN DIEGO HOUSING COMMISSION

**AGREEMENT
WITH**

SAN DIEGO COUNTY SER/JOB FOR PROGRESS, INC.

Contract No. 95-0570

THIS AGREEMENT is entered into this 27 day of Feb, 1995,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, CA 92113
(619) 231-9400

and the Contractor:

SAN DIEGO COUNTY SER/
JOB FOR PROGRESS, INC.
3355 Mission Avenue, Suite 223
Oceanside, CA 92054
(619) 754-6500
President/CEO: George Lopez

101. DESCRIPTION OF WORK

Contractor shall manage the design and construction and operate an employment center within City of San Diego Council District Six to benefit day laborers, employers and the community at large, as generally described in the attached contract attachments, hereinafter "EMPLOYMENT CENTER SERVICES."

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

General Provisions, Contract Attachment No. 1
Scope of Services, Contract Attachment No. 2
Fee Schedule, Contract Attachment No. 3

103. TIME OF PERFORMANCE

The Term of this Agreement is six (6) months effective January 1, 1995, and ending June 30, 1995.

SECTION 9.3.a

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, during the Term, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Project Cost/Fee Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all work and services performed shall not exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission in order that an extension of this Agreement, or modification thereof, may be initiated. The parties agree that the services and work set forth herein shall be paid by CDBG Funds to be received by the Commission from the City of San Diego.

c. Method of Payment

The Contractor shall submit in duplicate a requisition to the Commission specifying the amount due for services performed by the Contractor. Such requisition shall: (1) reference the contract number assigned hereto; (2) describe the services performed in detail and reference the section of the Scope of Services covered by this invoice; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a Given month if the requisition is submitted to the Commission no later than the first day of said given month.

Payments will be made to Contractor at the address given above.

/ / /

/ / /

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: 

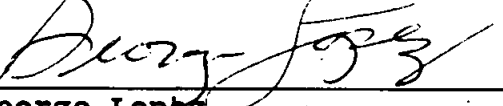
Elizabeth Morris

Title: Executive Director

Date: 2-9-95

CONTRACTOR:

SAN DIEGO COUNTY SER/
JOBS FOR PROGRESS, INC.

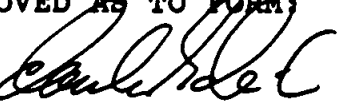
By: 

George Lopez

Title: President/CEO

Date: Feb. 7, 1995

APPROVED AS TO FORM

By: 

Charles B. Christensen, Esq.
General Counsel for
The San Diego Housing Commission

Date: January 20, 1995

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Contract calls for the performance of the services of the contract as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a contractor or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances known to the Contractor place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising

the interests of either. Should no agreement regarding modification be reached, Commission shall terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for the Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with the Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to fully comply with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within the twelve months immediately preceding such employment, in his/her capacity as a Commission employee, participated in negotiations with or otherwise had an influence in the selection of the Contractor.

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall defend, indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any person resulting from the negligence of Contractor, its employees or its agents, including the negligence of the Commission, the Housing Authority of the City of San Diego, the City of San Diego; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

(c) Contractor shall defend the Commission, the Housing Authority of the City of San Diego, and the City of San Diego with counsel of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego's choosing, at the cost and expense of Contractor.

(d) The indemnity set forth herein of Contractor to the Commission, the Housing Authority of the City of San Diego, and the City of San Diego shall not include the sole negligence or wilful misconduct of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego, only.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$2,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the City of San Diego, the San Diego Housing Authority, the San Diego Housing Commission or Contractor and its authorized representatives, arising out of or in connection with the Contractor's performance or work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit of bodily injury and property damage of no less than \$2,000,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days' prior written notice shall be given to the Commission and shall be filed with the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with the Equal Opportunity and Minority/Women/Disabled Veteran Enterprise Contracting Programs, under state and federal law, including, but not limited to, Public Contract Code Section 10115 et seq., for all work to be performed by the Contractor for the Commission.

(b) Contractor, and each Subcontractor, if any, shall fully comply with and 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 law and regulations hereinafter enacted.

(c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or handicap.

(d) Contractor 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 Contract and debarment from participating in Commission projects for a period of not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principals, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550, to wit:

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Commission after one hundred and twenty (120) days written notice to Contractor, the effective date of cancellation being the 120th day after said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions in this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and the Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other

forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceedings thereof. Any violation of this Section shall result in unilateral and immediate termination of this Contract by the Commission.

221. Drug-Free Workplace

Contractor shall verify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance program.

- (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Labor Provisions

It is the responsibility of the Contractor to be fully aware of, and comply with, every requirement under Federal and State law pertaining to labor provisions.

223. Warranty of Authority and Status

The Contractor, by executing this Agreement, warrants that it has full power and authority to execute this Agreement and that it does so pursuant to a valid resolution and/or resolutions of the Board of Directors of said Contractor. Further, the Contractor warrants that it is a validly existing corporation in good standing in the State of California and is a valid tax exempt corporation as determined by the Internal Revenue Service and the Franchise Tax Board and that the Contractor does now, and will during the term of this Agreement, maintain such tax exempt status.

224. Breach

Contractor's failure to timely complete the services set forth in Contract Attachment No. 2 and/or the breach by the Contractor of any of its duties and obligations under its ground lease with the City of San Diego shall also constitute a breach of the terms and conditions of this Agreement. Commission shall be entitled to seek and collect any and all damages that result from such breach(es), including attorneys' fees, costs of suit and expert witness fees.

CONTRACT ATTACHMENT NO. 2

300. SCOPE OF SERVICES

Contractor shall perform those services and provide that work set forth at length in Contract Attachment No. 3, which is incorporated herein by reference.

CONTRACT ATTACHMENT NO. 3

Project Cost/Fee Schedule

The Services will be provided as set forth herein and Contractor shall be compensated for actual Predevelopment Costs of the Employment Center facility. The following Predevelopment Costs shall be paid to the Contractor as and when services and work are performed by or for the Contractor. Contractor shall receive a \$5,000 payment as and for its compensation for the Predevelopment work and services (See Scope of Work Section 5 below).

Predevelopment Costs

<u>Description of Service or Work Performed</u>	<u>Itemized Costs</u>
1. Architectural Services	\$24,000
2. Geological Reconnaissance & Soils Reports	\$ 5,300
3. City Engineering Department - Surveys site survey work and composite drawing	\$ 4,500
4. Environmental Review Submittal	\$10,000
5. Contractor Predevelopment Project Management Fee -	\$ 5,000
6. Contingency	\$ 1,200

9.3.b. Construction/Operating Agreement Contract No. 95-0594

5-10-95 Ser
THIS WAS INSEDED
AFTER COUNCIL RESOLUTION
APPROVED TO REPLACE
"DRAFT" FORM OF THAT
WENT WITH LEASE
TO COUNCIL
CHECK FILE
SHOULD STILL
HAVE DRAFT
COPY.

SAN DIEGO HOUSING COMMISSION

AGREEMENT
WITH

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

Contract No. 95-0594

THIS AGREEMENT is entered into this 28th day of APRIL, 1995,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, CA 92113
(619) 231-9400

and the Contractor:

SAN DIEGO COUNTY SER/
JOBS FOR PROGRESS, INC.
3355 Mission Avenue, Suite 223
Oceanside, CA 92054
(619) 754-6500
President/CEO: George Lopez

101. DESCRIPTION OF WORK

Contractor shall manage the design and construction and operate an employment center within City of San Diego Council District Six to benefit day laborers, employers and the community at large, as generally described in the attached contract attachments, hereinafter "EMPLOYMENT CENTER SERVICES."

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

- General Provisions, Contract Attachment No. 1
- Scope of Services, Contract Attachment No. 2
- Fee Schedule, Contract Attachment No. 3
- Ground Lease with City of San Diego, Contract Attachment No. 4
- Predevelopment Agreement between Commission and SER, Contract Attachment No. 5

103. TIME OF PERFORMANCE

The "Construction Term" of the Agreement shall be complete on or before July 17, 1995. During the Construction Term, the Contractor shall act as Project Manager for the construction of the Employment Center. The Operation Term of this Agreement shall be identical to the

term of the Land Lease between the City of San Diego and San Diego County SER/Jobs for Progress, Inc., dated April 25, 1995. During the Operation Term, the Contractor shall operate the Employment Center. These terms are subject to termination by the Commission or the Contractor after one hundred twenty (120) days written notice from one to the other.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, during the Construction Term, Commission shall pay to the Contractor the sum of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) at the commencement of construction and a balance of TWELVE THOUSAND FIVE HUNDRED DOLLARS (\$12,500.00) at the completion of construction, provided the construction is to the satisfaction of the Commission. This compensation shall be in addition to the FIVE THOUSAND DOLLARS (\$5,000.00) being paid to Contractor under the terms of Contract Attachment No. 5.

b. Maximum Compensation

The total compensation for all services dealing with the management of the construction of the Employment Center performed shall not exceed the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), (plus the \$5,000 to be paid under Contract Attachment No. 5), notwithstanding the provisions of Section 104(a) above. There will be no compensation under this Agreement for Contractor's operation of the Employment Center during the Operation Term. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission in order that an extension of this Agreement, or modification thereof, may be initiated.

c. Method of Payment

The Contractor shall submit in duplicate a requisition to the Commission specifying the amount due for services performed by the Contractor. Such requisition shall: (1) reference the contract number assigned hereto; (2) describe the services performed in detail and the

section of the Scope of Services covered by this invoice; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month.

Payments will be made to Contractor at the address given above.

d. Award of Contract for Construction of Work Center

The Commission's Technical Services Department shall assist the Contractor in the selection of a licensed general contractor to construct the Employment Center. Upon the selection of a general contractor, Contractor herein shall enter into an agreement with the general contractor, the Commission shall make payments to the Contractor in accordance with the payment provisions of Attachment No. 3. All checks will be issued by the Commission to Contractor herein and the general contractor selected in the form of a two-party check. Further, at the Commission's option, a Fund Control may be established to facilitate disbursement of the payments to the Contractor.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: 

Elizabeth Morris

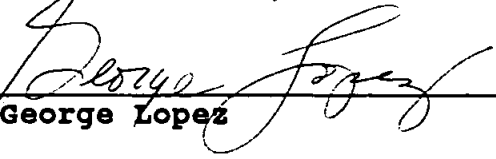
Title: Executive Director

Date: 5-8-95

[Signatures Continue on Next Page]

CONTRACTOR:

SAN DIEGO COUNTY SER/
JOBS FOR PROGRESS, INC.

By: 

George Lopez

Title: President/CEO

Date: April 28, 1995

APPROVED AS TO FORM:

By: 

Charles B. Christensen, Esq.
General Counsel for
The San Diego Housing Commission

Date: 4/27/95

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Contract calls for the performance of the services of the contract as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a contractor or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances known to the Contractor place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission shall terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for the Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with the Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to fully comply with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

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(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall defend, indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any person resulting from the negligence of Contractor, its employees or its agents, including the negligence of the Commission, the Housing Authority of the City of San Diego, the City of San Diego;

or

- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

(c) Contractor shall defend the Commission, the Housing Authority of the City of San Diego, and the City of San Diego with counsel of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego's choosing, at the cost and expense of Contractor.

(d) The indemnity set forth herein of Contractor to the Commission, the Housing Authority of the City of San Diego, and the City of San Diego shall not include the sole negligence or wilful misconduct of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego, only.

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(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit of bodily injury and property damage of no less than \$2,000,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days' prior written notice shall be given to the Commission and shall be filed with the Commission in the event of cancellation, reduction or non-renewal of the insurance.

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During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with the Equal Opportunity and Minority/Women/Disabled Veteran Enterprise Contracting Programs, under state and federal law, including, but not limited to, Public Contract Code Section 10115 et seq., for all work to be performed by the Contractor for the Commission.

(b) Contractor, and each Subcontractor, if any, shall fully comply with and 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 law and regulations hereinafter enacted.

(c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or handicap.

(d) Contractor 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 Contract and debarment from participating in Commission projects for a period of not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principals, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550, to wit:

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Commission after one hundred and twenty (120) days written notice to Contractor, the effective date of cancellation being the 120th day after said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions in this Contract

shall be binding unless in writing and signed by a duly authorized representative of both the Commission and the Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceedings thereof. Any violation of this Section shall result in unilateral and immediate termination of this Contract by the Commission.

221. Drug-Free Workplace

Contractor shall verify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance program.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Labor Provisions

It is the responsibility of the Contractor to be fully aware of, and comply with, every requirement under Federal and State law pertaining to labor provisions.

223. Warranty of Authority and Status

The Contractor, by executing this Agreement, warrants that it has full power and authority to execute this Agreement and that it does so pursuant to a valid resolution and/or resolutions of the Board of Directors of said Contractor. Further, the Contractor warrants that it is a validly existing corporation in good standing in the State of California and is a valid tax exempt corporation as determined by the Internal Revenue Service and the Franchise Tax Board and that the Contractor does now, and will during the term of this Agreement, maintain such tax exempt status.

224. Breach

Contractor's failure to timely complete the services set forth in Contract Attachment No. 2 and/or the breach by the Contractor of any of its duties and obligations under its ground lease with the City of San Diego shall also constitute a breach of the terms and conditions of this Agreement. Commission shall be entitled to seek and collect any and all damages that result from such breach(es), including attorneys' fees, costs of suit and expert witness fees.

225. Construction Bond

At the Executive Director of the Commission's option, whenever there is construction to be performed on the premises, Contractor shall deposit with the Commission, prior to the commencement of construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bond may be in cash, or may be a corporate surety bond or other security satisfactory to the Commission. The bond shall ensure that construction commenced by the Contractor shall be completed in accordance with plans approved by the Commission and the City of San Diego or, at the option of the Executive Director, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to the Commission and/or the City. The bond or cash will be held by the Executive Director of the Commission for the purposes specified above, or at the Commission's option, may be placed into escrow or other trust approved by the Commission.

CONTRACT ATTACHMENT NO. 2

300. SCOPE OF SERVICES

Contractor shall perform Employment Center Services to include, but not be limited to, those services set forth at length in the attached Exhibits "A" and "B", which are incorporated herein by reference.

EXHIBIT "A"

Contractor shall perform the following services for compensation for the entire Construction Term of the Contract as referenced in Section 103 of this Agreement:

1. Construction Phase:

- A. Contractor shall permit and supervise the construction of the EMPLOYMENT CENTER, as approved by the Commission, at the northeast corner of Damon Avenue and Mission Bay Drive, in Pacific Beach, California, on land leased from the City of San Diego ("Project Site").
- B. The EMPLOYMENT CENTER shall be completed and operational on or before July 17, 1995.
- C. Contractor shall comply with the schedule for the accomplishment of the tasks set forth in Section 1A and 1B of this Exhibit A as hereinafter approved by the San Diego Housing Commission in its sole discretion. In no event shall the completion of the construction be accomplished after July 17, 1995, however. Time is of the essence in meeting this schedule.

EXHIBIT "B"

Contractor shall perform the following services without compensation for the Operation Term of the contract as referenced in Section 103 of this Agreement.

2. Operation Phase.

Contractor shall perform the following services during the Operation Term of the Contract at the Project Site. For the purposes of this Contract, the operational stage shall commence immediately upon completion of the EMPLOYMENT CENTER as referenced above, and shall terminate upon the expiration of this Contract, as referenced in Section 103 of this Agreement:

The operational program will consist of the following:

- I. Registration of employment applicants.
- II. Employer reception.
- III. Match employer needs to applicant abilities.

I. REGISTRATION OF EMPLOYMENT APPLICANTS

This applicant registration procedure will establish an applicants' data base. It will consist of the following:

1. Name, address and phone or message number.
2. SER shall obtain employment eligibility documentation from each employee/client in accordance with the guidelines of the Immigration & Naturalization Service (INS) as specified in the INS's I-9 Employment Eligibility Form.
3. Specific job skills and level of competence.
4. Language(s) spoken and level of fluency.

II. EMPLOYER RECEPTION

Employers seeking laborers will be asked to furnish the following information:

1. Company name, address and telephone number.
2. Type of industry.

III. MATCH EMPLOYER NEEDS TO APPLICANT ABILITIES

Registered applicants will be referred to appropriate employment opportunities based on an equitable priority system:

1. There will be a daily matching of workers to jobs.
2. Registration of workers will be required before matching.

3. Each morning the Placement Specialist will put the exact amount of numbers on a container as there are applicants present. Those who arrive after the "lottery" will be referred on a first-come first-serve basis. However, exceptions for employer needs or employee abilities may be made.

DISCLAIMER

Employers will be notified, orally and in writing, that it is their responsibility to verify the worker's legal right to work.

SUPPORTIVE SERVICES

Linkages will be established with appropriate community agencies to offer on-site or referral service for health, training, public and social service needs as necessary and available.

INFORMATION SYSTEM

Registrations and job orders will be entered into the information system in order to produce reports essential to secure necessary public and private funding.

HOURS OF OPERATION

The Employment Center will operate from 7:00 a.m. to 12:00 Noon, Monday through Saturday.

PUBLIC RELATIONS

SER will work with the City of San Diego, Council District Six to initially outreach to Pacific Beach community groups and businesses to inform the community about the purpose and operation of the Work Center and to respond to any issues identified.

SER will outreach on a semi-annual basis to the Pacific Beach Community Planning Group, Pacific Beach Town Council and the Pacific Beach Business Improvement Association.

SER will continually outreach to day laborers and employers to market the services provided for them through SER's management of the Employment Center.

SER will insure that all public media contacts relating to the Employment Center are screened through SER staff. All contacts with day laborers and employers will be handled by SER staff consistent with our program objectives.

CONTRACT ATTACHMENT NO. 3

Project Cost/Fee Schedule

The Services will be provided as set forth in Contract Attachment No. 2, Exhibit A, entitled Planning and Construction Phase, and shall be compensated for actual project costs and for project management of the design and construction of the Employment Center facility. The following predevelopment costs shall be paid for services performed and the Contractor shall receive an initial \$5,000 payment (See Scope of Work Section 5 below) against its maximum compensation pursuant to Sub-Section 104 (b) above.

Predevelopment Costs

<u>Description of Service or Work Performed</u>	<u>Itemized Costs</u>
1. Architectural Services	\$24,000
2. Geological Reconnaissance & Soils Reports	\$ 5,300
3. City Engineering Department - Surveys site survey work and composite drawing	\$ 4,500
4. Environmental Review Submittal	\$10,000
5. Contractor Predevelopment Project Management Fee -	\$ 5,000
6. Contingency	\$ 1,200

Construction Costs

Construction budget (attached) is subject to the approval of the Housing Authority of the City of San Diego and the budget shall not exceed the sum of THREE HUNDRED SIXTY NINE THOUSAND AND NO/100 DOLLARS (\$369,000.00).

PACIFIC BEACH EMPLOYMENT CENTER ESTIMATED PROJECT COST

PREDEVELOPMENT COSTS

<u>Item</u>	<u>Costs</u>
Surveys	\$4,500
Soils	\$5,300
Environmental	\$10,000
Architectural Services	\$24,000
SER/Project Mgt. Fee	\$5,000
Contingency	\$1,200
Subtotal	\$50,000

Predevelopment Cost Total	\$50,000
Construction Cost Total	\$319,000
Total Development Cost	\$369,000

CONSTRUCTION COSTS

<u>Item</u>	<u>Costs</u>
Construction Bid	\$250,000
10% contingency	\$25,000
Subtotal	\$275,000
Signage Allowance	\$1,000
Lease Payment	\$3,000
Lease - Security Deposit	\$15,000
SER/Project Mgt. Fee (Construction)	\$25,000
Subtotal	\$44,000

Construction Cost Total	\$319,000
-------------------------	-----------

9.4 Description and Listing of LESSEE-owned Improvements.

None other than moveable personal property.

9.5 Description and Listing of CITY-owned Personal Property.

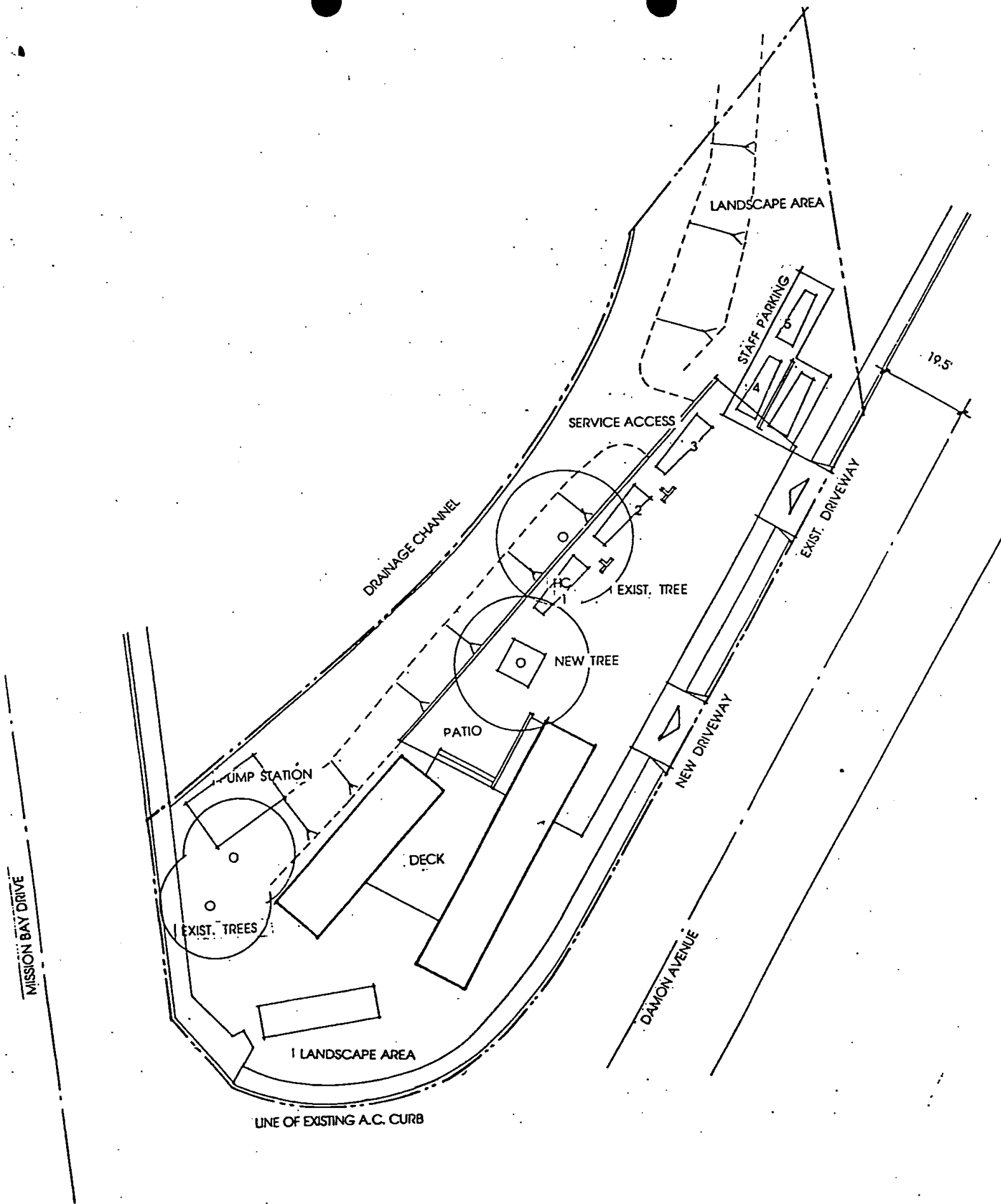
NONE

9.6 General Development Plan.

The General Development Plan consists of:

- a. Site Plan
- b. Development Schedule
- c. Estimated Construction Costs
- d. Schematic Elevations
- e. Landscape Plan
- f. Others as applicable

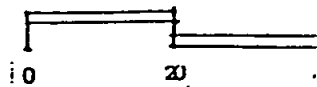
and is filed in the Office of the City Clerk referenced in this lease.



SITE PLAN

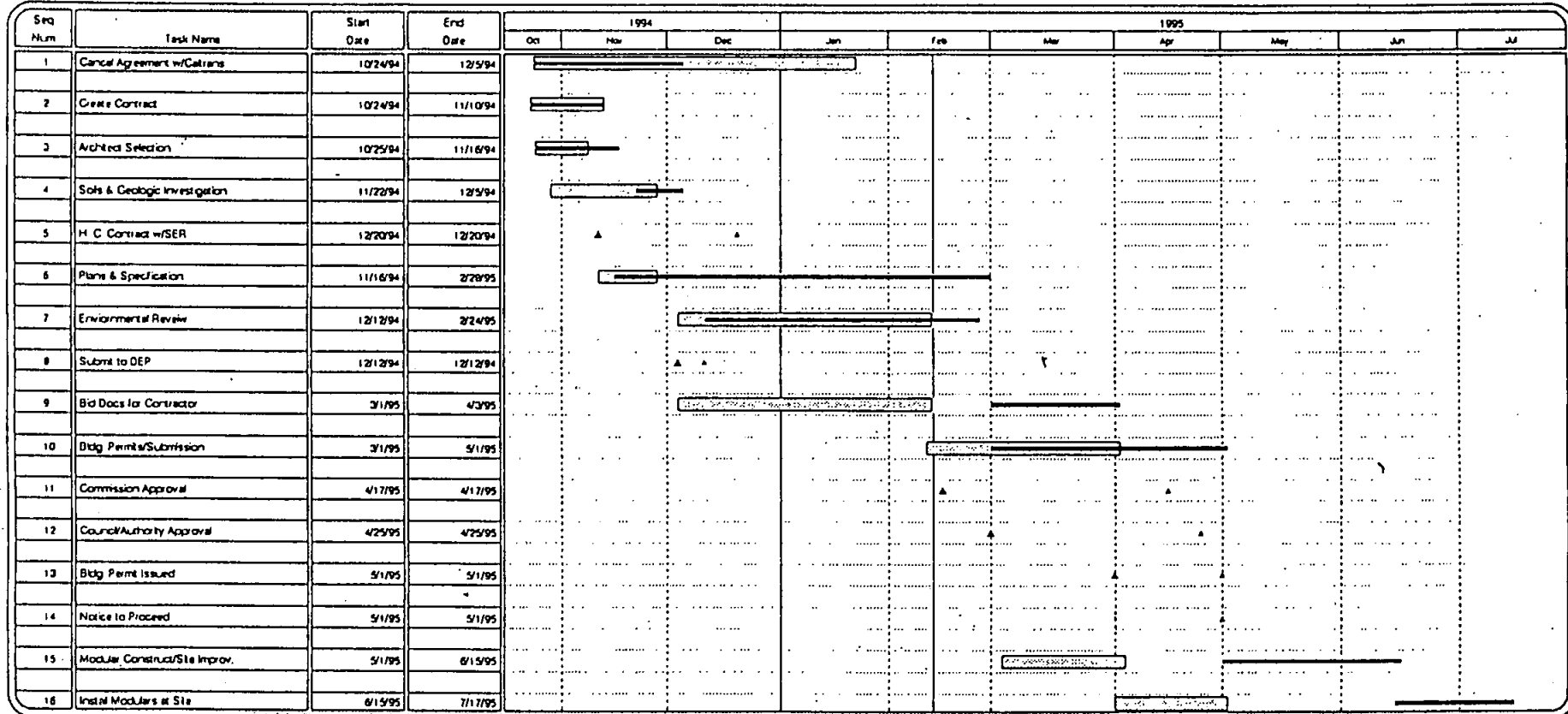
SECTION 9.6.a - SITE PLAN

1" = 20'-0"



EMPLOYMENT CENTER Revised Schedule
San Diego Housing Commission
Finance and Development Department

Dave Schulz, Program Manager
Lee Bates, Project Lead
Tina Line, Vicki MacIld
Revision Date 2/13/95
Original Schedule/Baseline Set 11/1/94



Baseline Actual Milestone

SECTION 9.6.C - ESTIMATED CONSTRUCTION COSTS

PACIFIC BEACH EMPLOYMENT CENTER
ESTIMATED PROJECT COST

PREDEVELOPMENT COSTS

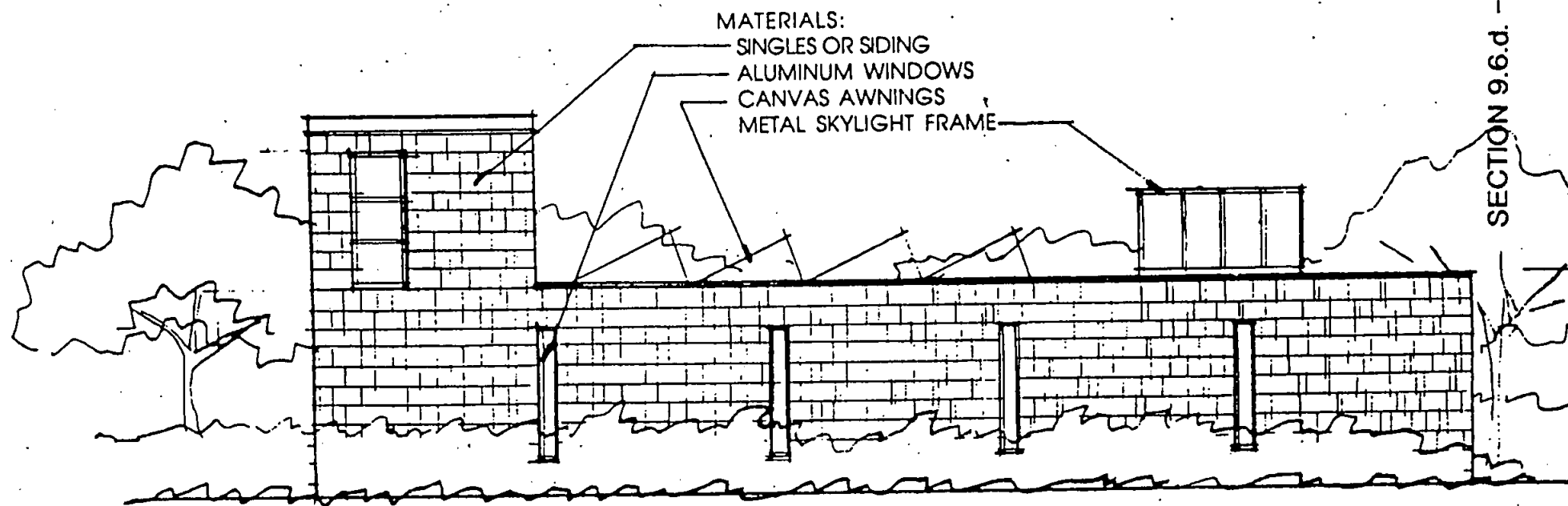
Item	Costs
Surveys	\$4,500
Soils	\$5,300
Environmental	\$10,000
Architectural Services	\$24,000
SER/Project Mgt. Fee	\$5,000
Contingency	\$1,200
Subtotal	\$50,000

Predevelopment Cost Total	\$50,000
Construction Cost Total	\$319,000
Total Development Cost	\$369,000

CONSTRUCTION COSTS

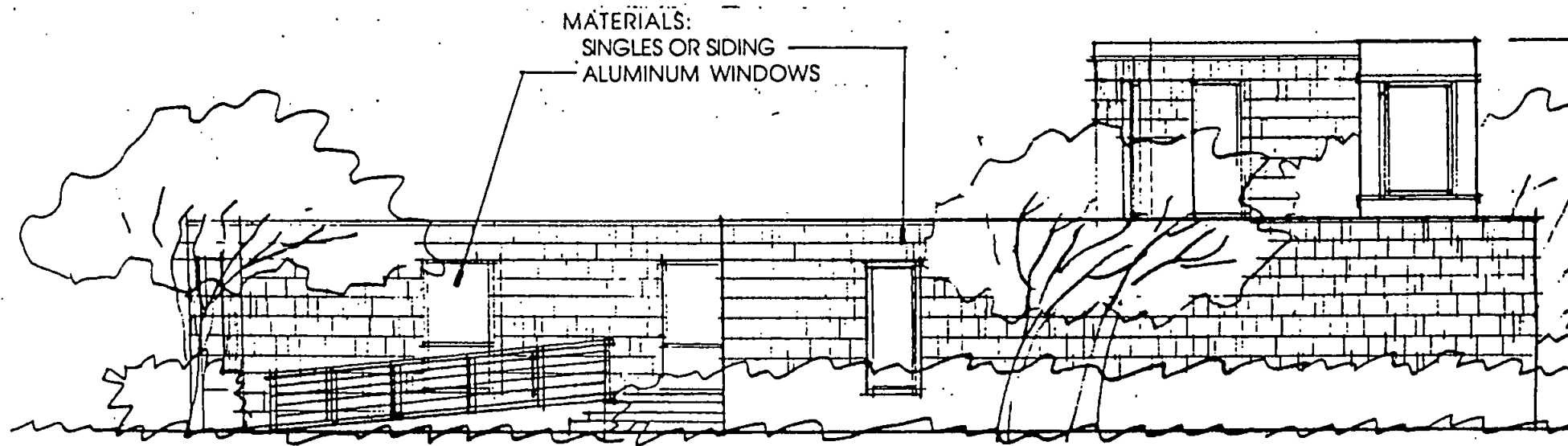
Item	Costs
Construction Bid	\$250,000
10% contingency	\$25,000
Subtotal	\$275,000
Signage Allowance	\$1,000
Lease Payment	\$3,000
Lease - Security Deposit	\$15,000
SER/Project Mgt. Fee (Construction)	\$25,000
Subtotal	\$44,000

Construction Cost Total	\$319,000
-------------------------	-----------



SOUTHEAST ELEVATION

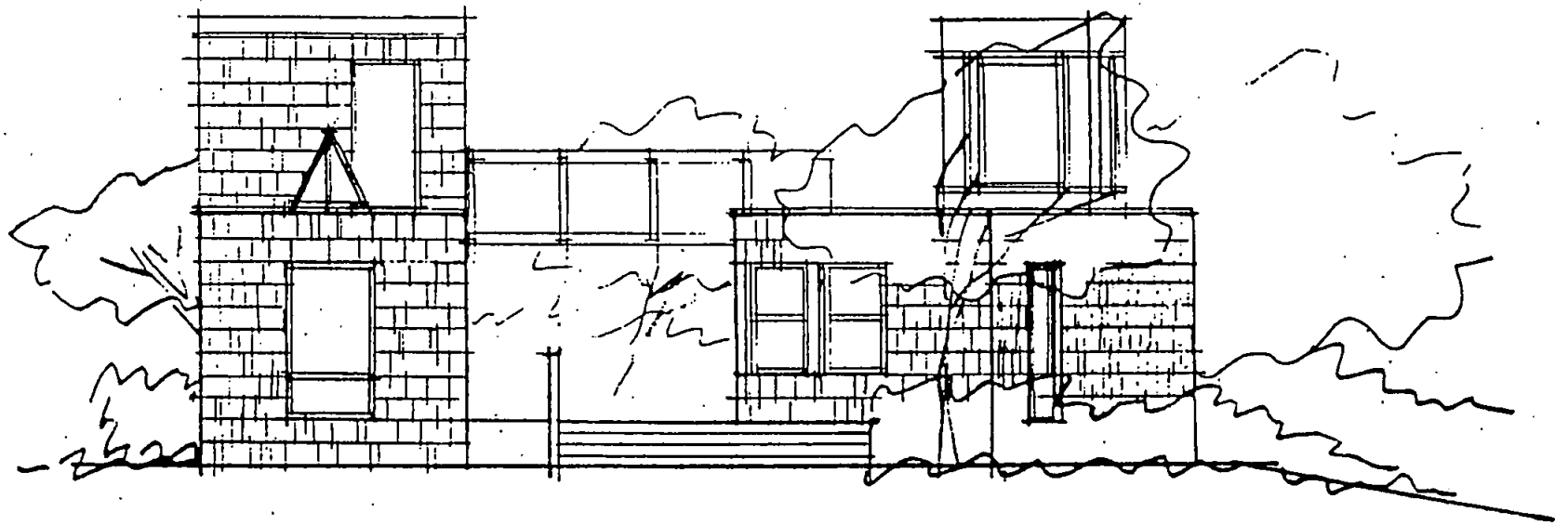
1/8" = 1'-0"



MATERIALS:
SINGLES OR SIDING
ALUMINUM WINDOWS

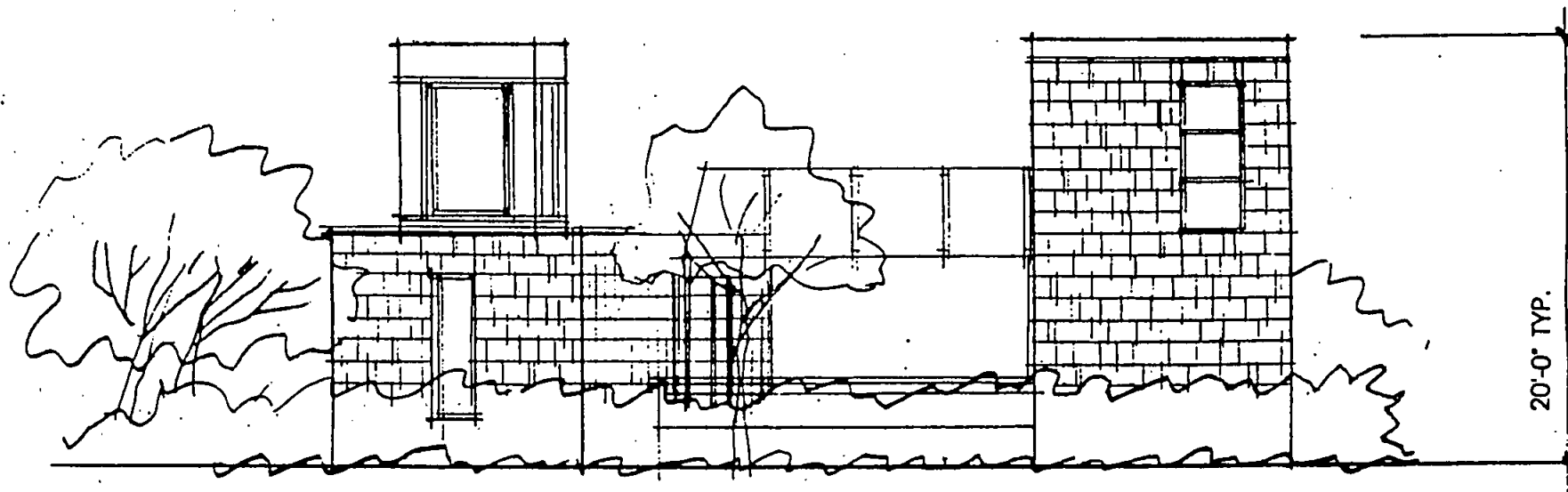
NORTHWEST ELEVATION

1/8" = 1'-0"



NORTHEAST ELEVATION

$1/8" = 1'-0"$



SOUTHWEST ELEVATION

1/8" = 1'-0"

ONCEPT PLAN

1-TRUNK SYCAMORE
3 (SIZE INDICATED)

EVERGREEN PERENNIAL GRASS
EVERGREEN GROUNDCOVER

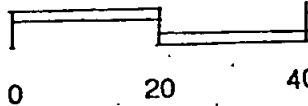
OF DECIDUOUS,
NNIAL GRASS, 2-3' HIGH

GREEN GROUNDCOVER
TING ON SLOPE

GREEN FLOWERING VINES
TED ON EXISTING FENCE



NORTH



DRAINAGE CHANNEL

CONCRETE
PARKING AREA

SERVICE ACCESS

CONCRETE BLOCK
WALL

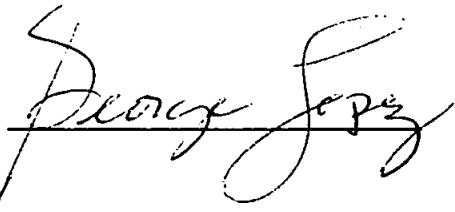
Existing 8" cal.
multi-trunk
Sycamore tree

9.7 Corporate Name.

San Diego County SER/Job for Progress, Inc.
CORPORATE NAME

I, George Lopez, certify that I am the
President/CEO of the corporation named in the attached
agreement; that George Lopez, who signed this agreement on behalf of
the corporation, was then President/CEO 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
February 27, 19 95, 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

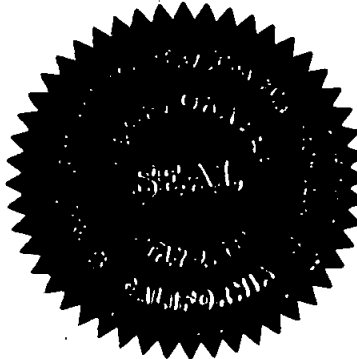

CORPORATE SEAL

Name _____
Title _____

Name _____
Title _____

Name _____
Title _____

Name _____
Title _____



9.8 Guarantor's Agreement.

The undersigned guarantees to CITY, its successors, and assigns, in consideration of the granting of the annexed lease to San Diego County SER/Jobs for Progress, Inc., LESSEE, the payment by LESSEE of the rent required by said lease and the performance by LESSEE of all of the terms, covenants, and conditions thereof.

The undersigned waives notice of all default and agrees that the waiver of any rights by CITY against LESSEE arising out of the defaults of LESSEE or otherwise shall not, in any way, modify or release the obligations undertaken by the undersigned.

SAN DIEGO COUNTY SER/JOBS FOR
FOR PROGRESS, INC.

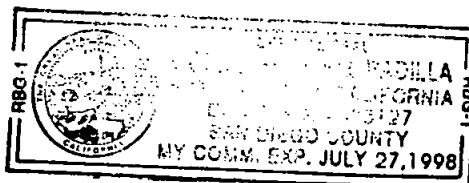
Dated March 28, 1995

By

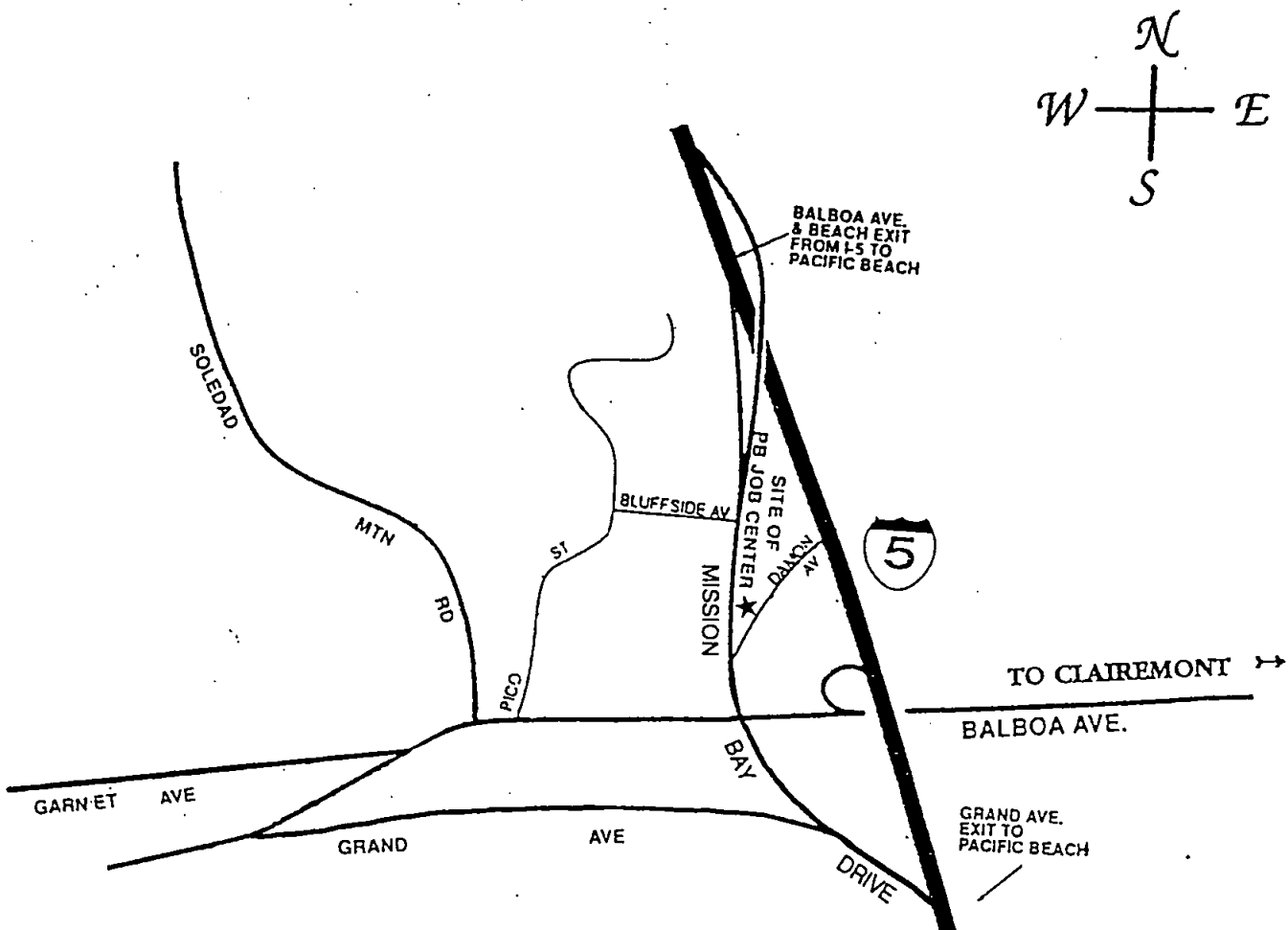
[Signature] PRES/CEO
Title

In the presence of:

[Signature]
Acknowledgment



MAP TO SER/PACIFIC BEACH EMPLOYMENT CENTER



THE SER/PACIFIC BEACH EMPLOYMENT CENTER

The City of San Diego, in coordination with San Diego County SER/Jobs for Progress, Inc., is pleased to introduce you to the **new** SER/Pacific Beach Employment Center, *opening November 13, 1995.*

The Employment Center offers **FREE** employment placement assistance to **JOB-SEEKERS** and **EMPLOYERS** who are in need of casual, temporary, part-time and permanent workers. Bi-lingual assistance is available.

LOCATION:

2904 Damon Avenue, Pacific Beach,
at the intersection of Damon Avenue and Mission Bay Drive.
(SEE MAP ON BACK)

HOURS OF OPERATION:

7:00 a.m. until 12:00 noon
Monday through Saturday (except holidays)

PLACING JOB ORDERS • CONVENIENTLY:

By Phone: (619) 581-5020
By FAX: (619) 581-5023
In Person: Drive in

HOW TO PLACE JOB ORDERS:

- Indicate number and type of workers needed
- Describe job to be done and skills required

WORKER ELIGIBILITY:

We verify employment eligibility; however, ultimate responsibility for verification and reporting rests with the employer.



CITY OF SAN DIEGO PERMIT CENTER
1222 FIRST AVENUE • SAN DIEGO, CALIFORNIA 92101

INSPECTION RECORD

Building - 280464075
Electrical = E-503652-95

APPROVED PLANS MUST BE KEPT ON JOB

**WHEN REQUESTING INSPECTION OF WORK
PLEASE PROVIDE INFORMATION IN THIS BOX**

CONTRACTOR		PERMIT DATE
DESCRIPTION OF WORK		
OCCUPANCY & CONST. TYPE	USE ZONE	PLAN FILE NUMBER A102259-95

CENSUS TRACT NUMBER	PERMIT NUMBER B202324-95
JOB ADDRESS	

SEQUENCE OF APPROVAL OF WORK ON THIS PROJECT IS THE RESPONSIBILITY OF THE CONTRACTOR OR OWNER.

EACH STAGE OF WORK SHALL BE LEFT EXPOSED FOR INSPECTION AND BE APPROVED BEFORE COVERING.

UNDERGROUND	TYPE INSPECTION	DATE	INSPECTED BY
	1 Sanitary Plumbing		
	2 Water Piping		
	3 Grounding Electrode		
	4 Electric Below Slab		
	5 Electrical		
	6		
	7		

ANCHORS, INSERTS, AND REINFORCEMENT TO BE ACCURATELY SECURED IN PLACE BEFORE INSPECTION IS REQUESTED.

FOUNDATIONS	TYPE INSPECTION	DATE	INSPECTED BY
	8 Piling, Caissons, Etc.		
	9 Footings	10-4-95	R. Loper
	10 Foundation Walls	Pending correction as noted on Plans	
	11 Grade Beam/Slab		
	12		
	13		
	14 Pool Bonding		

OBTAIN INSPECTION AND APPROVAL OF WORK (ITEMS 5 - 44) THAT WILL BE OBSCURED FROM VIEW BY SURFACE COVERING.

ROUGH-MECHANICAL & ELECTRICAL	TYPE INSPECTION	DATE	INSPECTED BY
	15 Sanitary Plumbing		
	16 Water Piping		
	17 Gas Piping		
	18 Gas Pressure		
	19 Heating Units/Vents		
	20 Air Conditioning/Refrig.		
	21 Vent fans/System		
	22 Built-up Tub or Shower Pan		
	23 Electrical		

DISPERSED ITEMS REQUIRE SEPARATE INSPECTION APPROVAL
FOR CERTAIN ITEMS (26 - 32, 45 - 47, & 58) CALL 236-6880

DISPERSED ITEMS	TYPE INSPECTION	DATE	INSPECTED BY
	24 Overhead		
	25		
	26		
	27		
	28		
	29		
	30		

STRUCTURAL FRAME	TYPE INSPECTION	DATE	INSPECTED BY
	33 Ext. Wall Construction		
	34 Int. Wall Construction		
	35 Columns & Supports		
	36 Floor System(s)	10-4-95	Rich Loper
	37 Roof System		
	38 Shear Walls		
	39 Height Limit		
	40		
	41		

ITEMS 42, 43 AND 44 TO BE INSPECTED PRIOR TO INSTALLING INTERIOR WALL COVERING.

INSULATION	TYPE INSPECTION	DATE	INSPECTED BY
	42 Thermal Walls		
	43 Thermal - Roof-Ceiling		
	44 Sound Transmission		

REQUESTS FOR INSPECTION BY FIRE DEPT. 236-6880

FIRE	TYPE INSPECTION	DATE	INSPECTED BY
	45 Sprinklers Underground		
	46 Hydrants Underground		

OUTSIDE BLDG.	TYPE INSPECTION	DATE	INSPECTED BY
	47 Sewer Water	8-15-95	Gilbert
	49 Property Line Cleanout	9-15-95	Taggart
	50 Sidewalk/Driveway/Curb		

SURFACE COVERING	TYPE INSPECTION	DATE	INSPECTED BY
	51 Exterior Lath		
	52 Interior ☐ Lath ☐ Drywall		

CALL FOR FINAL INSPECTIONS WHEN APPROPRIATE ITEMS ABOVE PERTAINING TO THIS PROJECT HAVE BEEN APPROVED.

FINAL INSPECTIONS	TYPE INSPECTION	DATE	INSPECTED BY
	54 Public Improvements		
	55 Planning		
	56 Landscaping		
	57 Fire Dept. Hazardous Matl. Div. (533-4400)		
	58 Fire Department (236-6880)		
	59 Plumbing/Gas →		
	60 Heating/A.C./Refrig.		
	61 Range Hoods/Vent.		
	62 Electrical		

63 Structural

64 Approved to Occupy

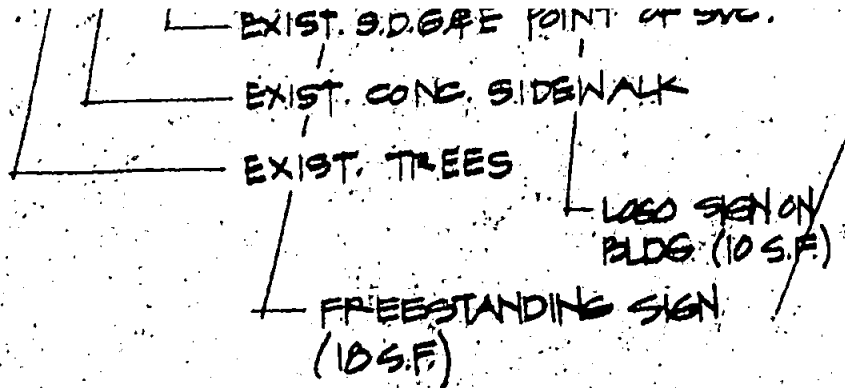
To check on Gas or Electric Meter Installation call SDG&E Co. 239-7511 after Meter Release date.

SEE REVERSE SIDE FOR IMPORTANT NOTICES

* PENDING PLUMBING



MISSION



SITE PLAN
1" = 20'-0"

**BUILDING INSPECTION DEPARTMENT
CITY OF SAN DIEGO**

APPROVED

PERMIT NUMBER 5401482
5401483

PLAN FILE NUMBER A107650-95

This set of plans and specifications MUST be kept on the job at all times. It is unlawful to make any changes or alterations on same without written permission from the Building Inspection Department. The stamping of these plans and specifications SHALL NOT be held to permit nor approve the violation of any City, County, State, Federal Laws nor other Restrictions.

DATE 10-18-95 BY J. CASI SHEET 1 OF 1 SHEETS

THIS IS NOT A BUILDING PERMIT

**APPROVED for
Zoning Requirements
Neighborhood Code Compliance Dept.**

OCT 18 1995

FOR ground sign 5' x 8' high
18th and 14th

BY AEC 10.18.95
Wall - 1090
S. TEASEY

MISSION BAY

EXIST. S.D. & E. POINT OF SVC.
EXIST. CONC. SIDEWALK
EXIST. TREES

SITE PLAN

201.0

TRANSFER

CONFORMS

DEVELOPMENT SERVICES DEPARTMENT
Development and Environmental Planning Division

Plan File/Work Order No. A102259-95

Conforms to Tom Roush for R.L. Initials TR

DATE 7-27-95 Phone 736-6501

for landscape inspection

Revisions To These Plans Will Require Another Stamp of Conformity

BUILDING INSPECTION DEPARTMENT
CITY OF SAN DIEGO
APPROVED

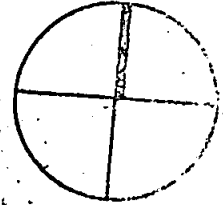
PERMIT NUMBER 820232495 PLAN FILE NUMBER A102259-95

This set of plans and specifications MUST be kept on the job at all times. It is unlawful to make any changes or alterations on same without written permission from the Building Inspection Department. The stamping of these plans and specifications SHALL NOT be held to permit nor approve the violation of any City, County, State, Federal Laws nor other Restrictions.

DATE 7-27-95 SHEETS 1 of 1

THIS IS NOT A BUILDING PERMIT

NORTH



Susan Wallshel
7.28.95
FOR MCH

BUILDING INSPECTION DEPT
MECHANICAL DIVISION
APPROVED
DATE 7/24/95

BUILDING INSPECTION DEPARTMENT
CITY OF SAN DIEGO
APPROVED

IT
BE

PLAN FILE
NUMBER

20232495 A/02259-95

set of plans and specifications MUST be kept
for job at all times. It is unlawful to make any
changes or alterations on same without written per-
mission from the Building Inspection Department.
Stamping of these plans and specifications
shall be held to permit not approve the viola-
tion of any City, County, State, Federal Laws nor
Regulations.

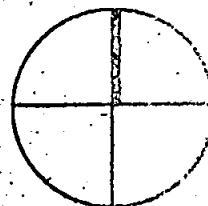
7-22-95

12-10-95

SHEETS

NOT A BUILDING PERMIT

NORTH



Saron Nathaniel
7.24.95
FOR MATH

REAL ESTATE ASSETS DEPT
PLAN APPROVAL

BY [Signature] Date 7-26-95

PLEASE NOTE
Applicant Herein Assumes Liability For
Processing / Development / Use
and Cost Pursuant to These Plans.

K. Hall
7/24/95

INSPECTION DEPT
MECHANICAL DIVISION
APPROVED



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: Leases - San Diego County SER/Jobs for Progress, Inc.

April 26, 1995

George Lopez, Pres.
San Diego County SER/Jobs for Progress, Inc.
3355 Mission Avenue, Suite 223
Oceanside, CA 92054

Dear Mr. Lopez:

Re: Ownership of Improvements - Pacific Beach Employment Center

This letter is to confirm our understanding that the City will own the improvements located on the site upon completion of the construction.

If you agree with this, please indicate your approval below, keep a copy for your files and return the original to us in the enclosed envelope.

If you have any questions, please give me a call at 236-6066.

Stewart A. Cerveney
Property Agent

The above is hereby agreed to and approved.

San Diego County SER
Jobs for Progress, Inc.

Dated: 4-28-95

By George Lopez

Approved.

San Diego Housing Commission

By Lee Bate



DIVERSITY
BRINGS US ALL TOGETHER

Cerveny
51A

(R-95-1449)

RESOLUTION NUMBER R- 285656

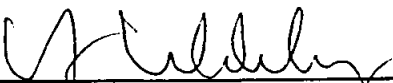
ADOPTED ON APR 25 1995

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified that Negative Declaration No. 94-0371BG, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Code of Regulations section 15000 et seq.), and in compliance with the National Environmental Policy Act (NEPA) a finding of no significant impact (FONSI), and that the declaration reflects the independent judgment of The City of San Diego as Lead Agency and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by this Council in connection with the approval of the construction and operation of Pacific Beach Employment Center on a City-owned site located at the northeast corner of Damon Avenue and Mission Bay Drive.

BE IT FURTHER RESOLVED, that the Council finds, based upon the Initial Study and any comments received, that there is no substantial evidence that the project will have a significant

effect on the environment and therefore the Negative Declaration
is hereby approved.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
04/06/95
Or.Dept:REA
Job:221769
R-95-1449
Form=r.ndl

NOTICE OF DETERMINATION

TO: X Recorder/County Clerk
P.O. Box 1750, MS A33
1600 Pacific Hwy, Room 260
San Diego, CA 92101-2422

FROM: City of San Diego
Development Services Department
1222 First Avenue, MS 501
San Diego, CA 92101

DEP Number: 94-0371BG

State Clearinghouse Number: N/A

Permit Number: N/A

Project Title: Pacific Beach Employment Center

Project Location: Northeast of the intersection of Mission Bay Drive and Damon Avenue

Project Description: APPROVAL OF COMMUNITY BLOCK GRANT (CDBG) FUNDING of up to \$522,000 (\$275,000 from Fiscal Year 1994, the 19th Entitlement Program Year and 247,000 from Fiscal Year 1995, the 20th Entitlement Program Year) for the site planning and construction of an approximately 1,200 square foot employment center on a vacant 15,550 square foot real property located northeast of the intersection of Mission Bay Drive and Damon Avenue, described as that portion of Pueblo Lot 1788 of the Pueblo Lands of San Diego, County of San Diego, according to Miscellaneous Map No. 36 thereof made by James Pascoe in 1870, filed in the Office of the County Recorder of San Diego County November 14, 1921.

This is to advise that the City of San Diego City Council on April 25, 1995 approved the above described project and made the following determinations:

1. The project in its approved form will not, have a significant effect on the environment.
2. A Finding of No Significant Impact/Negative Declaration was prepared for this project pursuant to the provisions of CEQA. R-285656

Record of project approval may be examined at the address above.

3. Mitigation measures were not, made a condition of the approval of the project.

It is hereby certified that the final environmental report, including comments and responses, is available to the general public at the office of the Development and Environmental Planning Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101.

Analyst: Baligad

Telephone: (619) 326-6806

Filed by:

Elise Hammen
Signature

Deputy City Clerk
Title

Reference: California Public Resources Code, Sections 21108 and 21152.

**CALIFORNIA DEPARTMENT OF FISH AND GAME
CERTIFICATE OF FEE EXEMPTION**

*De Minimis Impact Finding or
One Fee Per Project Provision*

Project Title/Location (include county): PACIFIC BEACH EMPLOYMENT CENTER, located northeast of the intersection of Mission Bay Drive and Damon Avenue, in the Pacific Beach Community Planning Area, described as that portion of Pueblo Lot 1788 of the Pueblo Lands of (the City of) San Diego, County of San Diego.

DEP NO. 94-0371

SCH NO. 95011008

Project Applicants: Mr. George Lopez	City of San Diego
San Diego County SER	Housing Commission
Jobs for Progress	1625 Newton Avenue
2027 Mission Avenue #E	San Diego, CA 92113
Oceanside, CA 92054	Contact Person: Mr. Lee Bates

Project Description: APPROVAL OF COMMUNITY BLOCK GRANT (CDBG) FUNDING of up to \$522,000 (\$275,000 from Fiscal Year 1994, the 19th Entitlement Program Year and 247,000 from Fiscal Year 1995, the 20th Entitlement Program Year) for the site planning and construction of an approximately 1,200 square foot employment center on a vacant 15,550 square foot real property.

Findings of Exemption (attach as necessary):

An Environmental Assessment Initial Study have been prepared for the project. The report concludes that the project would result in a de minimis impact to wildlife resources as all of the following apply:

- No significant biological resources exist on the project site.
- The project would have no adverse impacts on biological resources located off-site.
- No biological studies were requested for the project.
- No mitigation measures are proposed to address impacts to biological resources.
- No conditions in any discretionary actions associated with the project address biological resource issues.
- No broader impacts on a habitat (for example - urban runoff effects on wetland) were identified.

Certification:

I hereby certify that the lead agency has made the above findings of fact and that based upon the initial study and hearing record, the project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the Fish and Game Code.

Tina Christiansen, Director
Development Services Department

By: John M. Kovac 4/24/05
(Environmental Analysis Section official)

Title: Senior Planner
Lead Agency: City of San Diego
Date: _____

Order No.
Escrow No.
Loan No.

WHEN RECORDED MAIL TO:

City of San Diego
Real Estate Assets Department
Attn: Leases - City/SER
1200 Third Ave., Ste. 1700
San Diego, CA 92101

MAIL TAX STATEMENTS TO:

SPACE ABOVE THIS LINE FOR RECORDER'S USE
NO DOCUMENTARY TAX DUE - R&T 11922 (amended)
Presented for record by the CITY OF SAN DIEGO

CORPORATION QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

a corporation organized under the laws of the State of
REMISE, RELEASE AND QUITCLAIM to

, does hereby

CITY OF SAN DIEGO, A MUNICIPAL CORPORATION

the real property in the City of
County of SAN DIEGO.

SAN DIEGO

, State of California, described as

(LEGAL DESCRIPTION ATTACHED - EXHIBIT "A")

Dated March 28, 1993

STATE OF CALIFORNIA }
COUNTY OF San Diego } ss.

On Thursday March 28, 1993 before me,

Goddie Roswell Padilla
personally appeared George Lopez

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

WITNESS my hand and official seal.

Signature Goddie Roswell Padilla

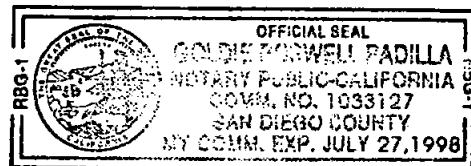
SAN DIEGO COUNTY SER/JOBS
FOR PROGRESS, INC.

By

George Lopez

President

By



Secretary

(This area for official notarial seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

1145 (1/94)

**LEASEHOLD
LEGAL DESCRIPTION**

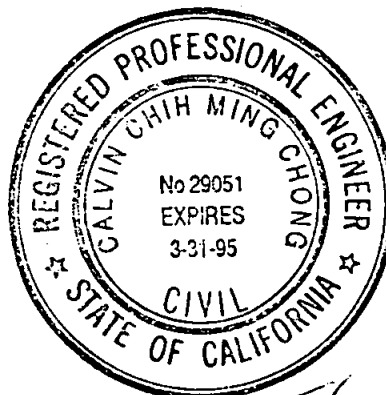
(PACIFIC BEACH WORKCENTER)

(EXHIBIT "A")

That portion of Pueblo Lot 1788 of the Pueblo Lands of San Diego, in the City of San Diego, County of San Diego, State of California, according to Miscellaneous Map No. 36 thereof made by James Pascoe in 1870, filed in the Office of the County Recorder of San Diego County November 14, 1921, described as follows:

Beginning at the intersection of the Easterly line of Mission Bay Drive (formerly Pacific Highway) with the Northwesterly line of Damon Avenue as said Drive and Avenue were located and established on March 6, 1968, said intersection being also the most Southerly corner of land described in deed to The Sierra Company, recorded March 20, 1957 in Book 6502, page 159 of Official Records; thence along the Northwesterly line of said Damon Avenue North $37^{\circ}48'06''$ East 194.21 feet to the **TRUE POINT OF BEGINNING**; Thence along the prolongation of the Southeasterly line of that certain parcel of land as shown on Record of Survey Map thereof No. 8824, filed in the Office of the County Recorder of said County October 1, 1981, South $8^{\circ}05'02''$ East 86.45 feet; thence South $27^{\circ}19'29''$ West 36.79 feet; thence South $28^{\circ}34'56''$ West 86.69 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 77.52 feet; thence along said curve Southwesterly 59.42 feet through a central angle of $43^{\circ}54'57''$ to a point of compound curve concave Northerly and having a radius of 45.72 feet; thence along said curve Northwesterly 59.11 feet through a central angle of $74^{\circ}04'39''$ to non-tangent point; thence North $6^{\circ}50'24''$ West 33.65 feet; thence North $37^{\circ}48'11''$ East 32.82 feet; thence North $49^{\circ}28'06''$ East 34.18 feet to the beginning of a non-tangent curve concave Northwesterly and having a radius of 194.76 feet; thence along said curve Northeasterly 110.03 feet through a central angle of $32^{\circ}22'11''$ to a non-tangent point on said Northwesterly line of Damon Avenue; thence North $37^{\circ}48'06''$ East 61.42 feet to the **TRUE POINT OF BEGINNING**.

Containing: 0.357 ACRE, more or less.



Calvin Chong

REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER:

TO:

CITY ATTORNEY

2. FROM: (ORIGINATING DEPARTMENT)

Real Estate Assets Department

3. DATE

March 22, 1995

4. SUBJECT:

Lease Agreement - San Diego County SER/Jobs for Progress, Inc.

5. FOR INFORMATION, CONTACT: (NAME & MAIL STA.)

Groark/Cerveny

51-A

6. TELEPHONE NO.

66766/66066

7. CHECK HERE IF 1472A, "DOCKET
SUPPORTING INFORMATION," HAS
BEEN COMPLETED ON PAGE 2:☒

8.

COMPLETE FOR ACCOUNTING PURPOSES

FUND

DEPT.

ORGANIZATION

OBJECT ACCOUNT

JOB ORDER

C.J.P. NO.

AMOUNT

9. ADDITIONAL INFORMATION / ESTIMATED COST: None.

Job: 221769

cc: Docket

County Assessor

THOMAS BROS. MAPS PAGE
1248 C-4

10.

ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	<i>Robert Hollen</i>	3/23/95	X	CITY MANAGER	<i>Conrad</i>	4-5-95
X	EAS	<i>James Myers</i>	3/31/95		AUDITOR		
X	EOCP	<i>Debra Fierst-Heule</i>	3/30/95	X	CITY ATTORNEY		
X	E&D	<i>Paul B...</i>	4-3-95	X	ORIGINATING DEPARTMENT		
X	HSG. COMM.	<i>Lee Bates</i>	4-5-95				
X	CDBG	<i>Dyn V. ...</i>	4-3-95	✓			
					MGR. DOCKET COORD.		COUNCIL REP.
					RULES COMMITTEE	☐ CONSENT ☐ ADOPTION	
						☐ Refer to _____ Date _____	

11. PREPARATION OF:

☒ RESOLUTION(S)☐ ORDINANCE(S)☐ AGREEMENT(S)☐ DEED(S)

1. Authorizing the City Manager to execute a 5-year lease which contains two 5 year options to extend on mutually acceptable terms and also a termination clause, with San Diego County Ser/Jobs for Progress, Inc. for the lease of a City-owned site on which SER will construct and operate the Pacific Beach Employment Center under a contract with the San Diego Housing Commission.

2. Certifying that the information contained in DEP file No. 94-0371BG has been completed in compliance with the California Environmental Quality Act (OVER)

11a. MANAGER'S RECOMMENDATIONS:

Adopt the Resolutions

12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)

COMMUNITY AREA: Pacific Beach

COUNCIL DISTRICT: 6

PURPOSE: Site for location of the Pacific Beach Employment Center.

REQUESTED BY: Real Estate Assets Director

LOCATION: Northeast corner of Damon Avenue and Mission Bay Drive in Pacific Beach.

DOCUMENT SUBMITTED: Lease for execution by the City Manager.

COMPANION DOCKET ITEM: Request for Housing Authority approval of funding and a construction/operating agreement between San Diego Housing Commission and SER to construct and operate the Pacific Beach Employment Center.

CONSTRUCTION & MAINTENANCE: Responsibility of lessee.

(OVER)

11. PREPARATION OF: (Continued)

and State CEQA Guidelines, and the National Environmental Policy Act (NEPA), and that said report reflects the independent judgement of the City of San Diego as Lead Agency.

12. SPECIAL CONDITIONS: (Continued)

ENVIRONMENTAL ASSESSMENT: The City of San Diego as Lead Agency under CEQA has completed a Negative Declaration and under NEPA a finding of no significant impact (FONSI), File DEP No. 94-0371BG, dated February 7, 1995, covering this activity.

HANDLING: DO NOT RECORD. Deliver documents to Real Estate Assets Department, Attention: Stew Cerveny, M.S. 51-A, for further handling.

DOCKET SUPPORTING INFORMATION
CITY OF SAN DIEGO

DATE:

March 22, 1995

SUBJECT:

Lease Agreement - San Diego County SER/Jobs for Progress, Inc.

BACKGROUND: (USE ONE-AND-ONE-HALF LINE SPACING)

A companion item on today's docket will request the City Council, acting as the Housing Authority, to approve an agreement between the San Diego Housing Commission and San Diego County SER/Jobs for Progress, Inc. ("SER") whereby SER will construct and operate the proposed Pacific Beach Employment Center.

This action, requests City Council approval for the City Manager to execute a lease between the City and SER, a non-profit agency, for a City-owned site on which SER will construct modular offices and operate the program. The site is approximately .35 acres in size and is located at the northeast corner of Damon Avenue and Mission Bay Drive in Pacific Beach.

The Basic Terms of the lease are as follows:

Term: 5 years, with two 5-year options subject to mutual agreement of the terms. The lease also includes a 120-day termination clause. The lease is scheduled to commence May 1, 1995.

Use: Construction and operation of an employment center for the benefit of day laborers and employers within the community.

Rent: \$600 per year with the 5 year term paid in advance.

Improvements: Lessee proposes to construct modular offices and other improvements on site and be operational by June 30, 1995. At the City's option, the improvements will belong to the City at the termination of the lease.

Utilities: Lessee to pay for all utility costs

Maintenance: Lessee to pay for all maintenance and repairs.

FISCAL IMPACT: Execution of the lease will provide an additional \$3,000 in lease revenue to the City in FY 95.

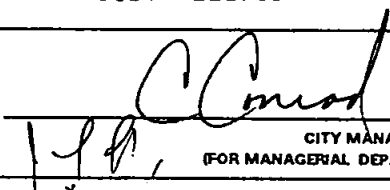
BY LINE: (CITY MANAGER / DEPT. HEAD / AUTHOR INITIALS)

CONRAD:Spotts:SAC

Job: 221769

SIGNATURES:


ORIGINATING DEPT. HEAD


CITY MANAGER
(FOR MANAGERIAL DEPARTMENTS ONLY)

(R-95-1448)

RESOLUTION NUMBER R- 285655ADOPTED ON APR 25 1995

BE IT RESOLVED, by the Council of The City of San Diego, 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 two five-year options to extend on mutually acceptable terms, and with a 120-day termination clause, with SAN DIEGO COUNTY SER/JOBES FOR PROGRESS, INC., a California nonprofit corporation, for the lease of a 0.35-acre City-owned site at the northeast corner of Damon Avenue and Mission Bay Drive, for the construction and operation of the Pacific Beach Employment Center for the benefit of day laborers and employers within the community, under a contract with the San Diego Housing Commission, at a minimum initial rent of \$600 per year paid in advance for the five-year term, a copy of which lease agreement is on file in the office of the City Clerk as Document No.

RR- 285655 .

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
04/06/95
Or.Dept:REA
Job:221769
R-95-1448
Form=r-t

RESOLUTION NUMBER R-_____

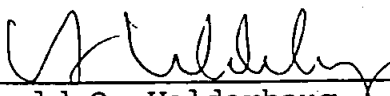
ADOPTED ON _____

BE IT RESOLVED, by the Council of The City of San Diego, that it is hereby certified that Negative Declaration No. 94-0371BG, on file in the office of the City Clerk, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Code of Regulations section 15000 et seq.), and in compliance with the National Environmental Policy Act (NEPA) a finding of no significant impact (FONSI), and that the declaration reflects the independent judgment of The City of San Diego as Lead Agency and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by this Council in connection with the approval of the construction and operation of Pacific Beach Employment Center on a City-owned site located at the northeast corner of Damon Avenue and Mission Bay Drive.

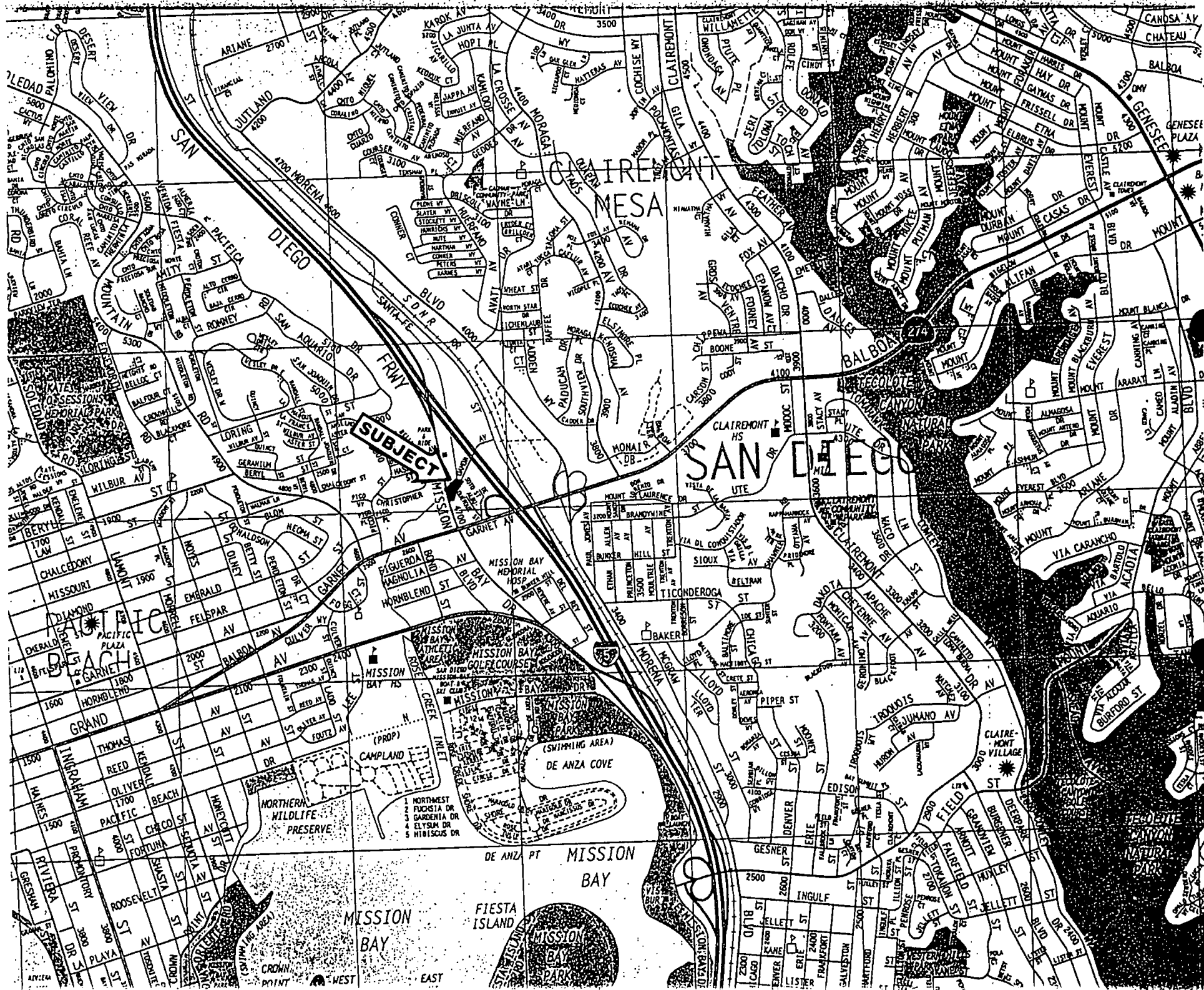
BE IT FURTHER RESOLVED, that the Council finds, based upon the Initial Study and any comments received, that there is no substantial evidence that the project will have a significant

effect on the environment and therefore the Negative Declaration
is hereby approved.

APPROVED: JOHN W. WITT, City Attorney

By 
Harold O. Valderhaug
Chief Deputy City Attorney

HOV:ps
04/06/95
Or.Dept:REA
Job:221769
R-95-1449
Form=r.ndl



DOCKET SUPPORTING INFORMATION CITY OF SAN DIEGO EQUAL OPPORTUNITY CONTRACTING PROGRAM EVALUATION	DATE: March 29, 1995
SUBJECT: Lease Agreement - San Diego County SER/Jobs for Progress, Inc.	

BACKGROUND:

This agreement between the City and the San Diego Housing Commission provides a City-owned site on which SER will construct modular offices and operate an employment center for the benefit of day laborers and employers within the Pacific Beach community. The lease is for five (5) years with two (2) five (5) year options subject to mutual agreement of the terms. This lease is for \$600 per year with the five (5) year term paid in advance for a total of \$3,000.

MBE/WBE UTILIZATION:

The appropriate Equal Opportunity Contracting language has been incorporated into the lease agreement.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE:

SER has submitted a work force report that indicates a total of six (6) employees, they are therefore exempt from the Equal Employment Opportunity requirements.

DFF/dff


Debra Fischle-Faulk
EOCP MANAGER BY:

File: rev. WOFO90
 Date WOFO Submitted: 03/30/85
 Input by: MAR

Goals reflect statistical labor force

availability for the following:

San Diego - 1990 CLFA xxx

City of San Diego/Equal Opportunity Contracting Program

WORK FORCE ANALYSIS REPORT

FOR

Company: SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

I. TOTAL WORK FORCE:

	CLFA African American			CLFA Latino			CLFA Asian			CLFA Native American			CLFA Filipino			Caucasian & Other	
	Goals			Goals			Goals			Goals			Goals				
	M	F		M	F		M	F		M	F		M	F		M	F
Executive	3.8%	0	0	9.0%	0	1	2.6%	0	0	0.6%	0	0	2.6%	0	0	0	0
Professional	4.0%	0	0	8.6%	1	0	2.8%	0	0	0.5%	0	0	2.8%	0	0	0	0
Eng/Architects	2.5%	0	0	6.2%	0	0	5.0%	0	0	0.3%	0	0	5.0%	0	0	0	0
Technical	5.1%	0	0	10.0%	1	0	5.5%	0	0	0.5%	0	0	5.5%	0	0	0	0
Sales	3.7%	0	0	13.9%	0	0	2.8%	0	0	0.6%	0	0	2.8%	0	0	0	0
Admin. Support	6.5%	0	0	14.5%	2	1	1.5%	0	0	0.8%	0	0	1.5%	0	0	0	0
Services	6.5%	0	0	30.5%	0	0	4.1%	0	0	0.6%	0	0	4.1%	0	0	0	0
Crafts	4.4%	0	0	21.8%	0	0	3.9%	0	0	0.7%	0	0	3.9%	0	0	0	0
Operators	5.0%	0	0	34.5%	0	0	8.4%	0	0	0.6%	0	0	8.4%	0	0	0	0
Transportation	7.5%	0	0	19.7%	0	0	1.7%	0	0	1.0%	0	0	1.7%	0	0	0	0
Laborers	5.1%	0	0	35.2%	0	0	2.7%	0	0	0.8%	0	0	2.7%	0	0	0	0
TOTAL		0	0		4	2		0	0		0	0		0	0		0

HOW TO READ TOTAL WORK FORCE SECTION:

The information blocks in Section 1 (Total Work Force) identify the absolute number of the firm's employees. Each employee is listed in their respective ethnic/gender and employment category. The percentages listed under the heading of 'CLFA Goals' are the County Labor Force Availability goals for each employment and ethnic/gender category.

II. EMPLOYMENT ANALYSIS

Executive
 Professional
 Eng/Architects
 Technical
 Sales
 Admin. Support
 Services
 Crafts
 Operators
 Transportation
 Laborers

TOTAL

	TOTAL EMPLOYEES			FEMALE
	ALL	M	F	Goals
Executive	1	0	1	44.7%
Professional	1	1	0	56.7%
Eng/Architects	0	0	0	10.6%
Technical	1	1	0	39.1%
Sales	0	0	0	48.1%
Admin. Support	3	2	1	75.9%
Services	0	0	0	56.3%
Crafts	0	0	0	10.4%
Operators	0	0	0	37.1%
Transportation	0	0	0	11.0%
Laborers	0	0	0	15.3%
TOTAL	6	4	2	

HOW TO READ EMPLOYMENT ANALYSIS SECTION:

The percentages listed in the goals column are calculated by multiplying the CLFA goals by the number of employees in that job category. The number in that column represents the percentage of each protected group that should be employed by the firm to meet the CLFA goal. A negative number will be shown in the discrepancy column for each underrepresented goal of at least 0.50 position.

This firm has less than 15 employees and therefore exempt from the employment category goals. NO FURTHER ACTION REQUIRED.

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
CITY OF SAN DIEGO, CALIFORNIA
DEP NO. 94-0371BG

FINDING OF NO SIGNIFICANT IMPACT

Pursuant to: 42 U.S.C. 4332(2) (c), 23 U.S.C. 128(a), 24 CFR Part 58

NEGATIVE DECLARATION

Pursuant to: California Environmental Quality Act (CEQA)
(California Public Resources Code Section 21000 et seq.)

SUBJECT: PACIFIC BEACH EMPLOYMENT CENTER. APPROVAL OF COMMUNITY BLOCK GRANT (CDBG) FUNDING of up to \$522,000 (\$275,000 from Fiscal Year 1994, the 19th Entitlement Program Year and 247,000 from Fiscal Year 1995, the 20th Entitlement Program Year) for the site planning and construction of an approximately 1,200 square foot employment center on a vacant 15,550 square foot real property located northeast of the intersection of Mission Bay Drive and Damon Avenue, described as that portion of Pueblo Lot 1788 of the Pueblo Lands of San Diego, County of San Diego, according to Miscellaneous Map No. 36 thereof made by James Pascoe in 1870, filed in the Office of the County Recorder of San Diego County November 14, 1921.

Applicant: San Diego County SER/Jobs for Progress, Inc., a non-profit corporation and the City of San Diego Housing Commission, the CDBG subgrantee project administrator.

I. PROJECT DESCRIPTION:

See attached Environmental Assessment/Initial Study

II. ENVIRONMENTAL SETTING:

See attached Environmental Assessment/Initial Study

III. FINDING:

In compliance with the National Environmental Policy Act (NEPA) and HUD/CDBG Environmental Review Procedures, the California Environmental Quality Act (CEQA) and State CEQA Guidelines, The City of San Diego has conducted an Environmental Assessment (Initial Study pursuant to CEQA) and has determined that the proposed project will not have a significant effect on the environment and,

therefore, does not require the preparation of an Environmental Impact Report/Statement.

IV. DOCUMENTATION:

The attached Environmental Assessment, compiled in accordance with CEQA and NEPA, documents the reasons to support the above findings. An Environmental Record is available for review and is on file at the Development and Environmental Planning Division, Fifth Floor, City Operations Building, 1222 First Avenue, San Diego, CA 92101.

V. MITIGATING MEASURES:

None required.

VI. PUBLIC REVIEW DISTRIBUTION:

A draft copy of this Finding of No Significant Impact/Negative Declaration was published in the San Diego Union and Daily Transcript. Draft copies or Notice of this Finding of No Significant Impact/Negative Declaration were distributed to:

FEDERAL GOVERNMENT

Army Corps of Engineers (18) (26)
Department of Housing & Urban Development (7)

STATE GOVERNMENT

Department of Transportation (31)
State Clearinghouse (41)

CITY OF SAN DIEGO

Council District 2 (A)
Councilperson Valerie Stallings (B)
Development Services Department (H) (I) (J)
Engineering Department (C) (D) (E) (F)
Housing Commission (G)
Manager (K)

COMMUNITY GROUPS

Clairemont Mesa Planning Committee (248)
Clairemont Chamber of Commerce (249)
Clairemont Town Council (258)
Crown Point Association (376)
Mission Bay Park Committee (324B)
Pacific Beach Town Council (374)
Pacific Beach Community Planning Committee (375)

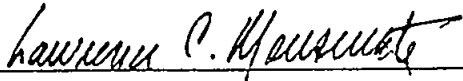
*Note: () shows the Environmental Analysis Section's Public Information List number.

VII. RESULTS OF PUBLIC REVIEW:

() No comments were received during the public input period.

- () Comments were received, but did not address the finding of the draft Negative Declaration/Finding of No Significant Impact or the accuracy or completeness of the Environmental Assessment. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Negative Declaration/Finding of No Significant Impact and/or accuracy or completeness of the Environmental Assessment were received. Responses to these comments and the letters of comment are attached.

Copies of the draft Negative Declaration/Findings of No Significant Impact, Environmental Assessment and Special Studies, are available for review or for purchase at the cost of reproduction in the office of the Development and Environmental Planning Division.



Lawrence C. Monserrate,
Principal Planner
Development Services Department

January 5, 1995

Date of Draft Report

February 7, 1995

Date of Final Report

Analyst: Juan Baligad

(HA-95-36)

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO

RESOLUTION NO. _____

ADOPTED ON _____

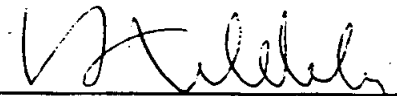
BE IT RESOLVED, by the Housing Authority of The City of San Diego, that it is hereby certified that Negative Declaration No. 94-0371BG, on file in the office of the Deputy Secretary, has been completed in compliance with the California Environmental Quality Act of 1970 (California Public Resources Code section 21000 et seq.), as amended, and the State guidelines thereto (California Code of Regulations section 15000 et seq.), and the National Environmental Policy Act (NEPA), that the declaration reflects the independent judgment of The City of San Diego as Lead Agency and that the information contained in said report, together with any comments received during the public review process, has been reviewed and considered by this Housing Authority in connection with the approval of the construction and operation of Pacific Beach Employment Center.

BE IT FURTHER RESOLVED, that the Housing Authority finds, based upon the Initial Study and any comments received, that there is no substantial evidence that the project will have a significant effect on the environment and therefore the Negative

Declaration is hereby approved.

APPROVED: JOHN W. WITT, General Counsel

By



Harold O. Valderhaug
Chief Deputy Counsel

HOV:ps
04/06/95
Or.Dept:Hsg.Comm.
HA-95-36
Form=ha.nt

(HA-95-35)

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO
RESOLUTION NO. _____
ADOPTED ON _____

WHEREAS, in May 1993 and May 1994, the San Diego City Council ("Council") approved Fiscal Year 1994 and 1995 Community Development Block Grant (CDBG) budgets, which included allocations of \$275,000 and \$247,000 to secure a facility for the operation of an Employment Center Project within Council District 6; and

WHEREAS, on December 6, 1993, the Council approved the Fiscal Year 1994 CDBG Agreement with the San Diego Housing Commission ("Commission") which included the development of a facility for the Pacific Beach Employment Center project; and

WHEREAS, the Commission issued a Request for Proposals (RFP) to select a nonprofit organization to operate an Employment Center and the Housing Authority of The City of San Diego ("Authority") authorized, by Resolution No. 00684, the selection of San Diego County SER/Jobs For Progress, Inc. (SER) as the Employment Center Operator; and

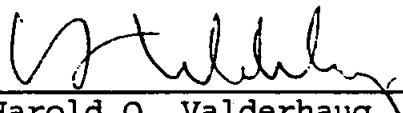
WHEREAS, on January 30, 1995, the Commission approved a \$50,000 contract with SER for project development services to perform predevelopment work on the proposed City-owned site at Damon Avenue; and

WHEREAS, the Commission recommends authorizing the expenditure of up to \$369,000 in CDBG funding for SER to construct a 1,200 square-foot employment placement and training facility on the proposed City-owned site at Damon Avenue; NOW, THEREFORE,

BE IT RESOLVED, that the Executive Director or her designee is hereby authorized to execute a construction/operating agreement with SER to construct and operate the Pacific Beach Employment Center on the Damon Avenue site, under the terms and conditions of that construction/operating agreement, a copy of which is on file with the Deputy Secretary as Document No. ____.

BE IT FURTHER RESOLVED, that the expenditure of not to exceed \$369,000 from CDBG funds for SER to construct a 1,200 square-foot employment placement and training facility on the Damon Avenue site is hereby authorized pursuant to the terms and conditions of that construction/operating agreement.

APPROVED: JOHN W. WITT, General Counsel

By 
Harold O. Valderhaug
Chief Deputy Counsel

HOV:ps
04/05/95
Or.Dept:Hsg.Comm.
Aud.Cert:
HA-95-35
Form=ha.nt

REQUEST FOR HOUSING AUTHORITY ACTION						CERTIFICATE NUMBER	
CITY ATTORNEY				2. FROM: (ORIGINATING DEPARTMENT)		3. DATE	
				San Diego Housing Commission			
4. SUBJECT:							
Pacific Beach Employment Center							
5. FOR INFORMATION, CONTACT: (NAME & MAIL STOP)				6. TELEPHONE NO.		7. CHECK HERE IF BOX 1472A, "DOCKET SUPPORTING INFORMATION," HAS BEEN COMPLETED ON PAGE 2: ☐	
Lee Bates MS 49				525-3640			
8. COMPLETE FOR ACCOUNTING PURPOSES							
FUND				9. ADDITIONAL INFORMATION / ESTIMATED COST:			
DEPT.							
ORGANIZATION							
OBJECT ACCOUNT							
JOB ORDER							
C.I.P. NO.							
AMOUNT							
10. ROUTING AND APPROVALS							
ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	DEPARTMENT DIRECTOR	<i>Elizabeth C. Morris</i>	4/11		CITY MANAGER		
					AUDITOR		
					CITY ATTORNEY	<i>H. O. Valderhaug</i>	4/12
					ORIGINATING DEPARTMENT	Robert J. Norris, Jr.	
					MGR. DOCKET COORD. _____ COUNCIL REP. _____ ☒ RULES COMMITTEE ☐ CONSENT ☐ ADOPTION ☐ Refer to _____ Date _____		
11. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCE(S) ☐ AGREEMENT(S) ☐ DECISION(S)							
Authorizing the contract for up to \$369,000 in Community Development Block Grant (CDBG) funding for San Diego County SER/Jobs for Progress, Inc. (SER) to construct an employment center facility on a City-owned site at Damon Avenue and Mission Bay Drive. Also, certifying the City of San Diego's environmental assessment (DEP File No. 0371BG), Finding of No Significant Impact/Negative Declaration.							
11a. Executive Director's Recommendations:							
Approve the resolution.							
12. SPECIAL CONDITIONS (REFER TO A.R. 3.20 FOR INFORMATION ON COMPLETING THIS SECTION.)							
The attached Report No. HCR 95-072, approved by the Housing Commission on April 17, 1995.							

CITY ATTORNEY
APR 12 11 29 AM '95

Fiscal Impact - The acquisition and rehabilitation of these eighty-five units will utilize up to \$7,293,800 of HUD funds previously approved in the FY95 Housing Commission Budget. These funds are reserved for the Housing Commission by HUD and can be used only for the acquisition of existing apartments in San Diego for very low income tenants. No local funds are needed to complete this acquisition.

Previous Action - The Housing Commission approved this item by unanimous vote on April 3, 1995.

- 3 **Subject** - Approval of Community Development Block Grant (CDBG) Funds for Construction of Pacific Beach Employment Center (Council District 6) (HCR 95-72)

Recommendation - It is recommended the Housing Authority authorize an agreement for SER to expend up to \$369,000 in CDBG funding, including \$50,000 previously approved for predevelopment, to construct a 1200 square foot employment placement and training facility on a City-owned site located on Damon Avenue at Mission Bay Drive.

Fiscal Impact - None with this action. In FY94 and FY95 City Council authorized CDBG allocations of \$275,000 and \$247,000 respectively to fund the development of a Pacific Beach Employment Center. The \$522,000 City Council authorized for this project will cover the \$369,000 recommended for project development and the associated contingency.

Previous Action - The Housing Commission approved this item on unanimous vote on April 17, 1995.

[See City Council Docket, Item 333, for companion item.]

ADJOURNMENT

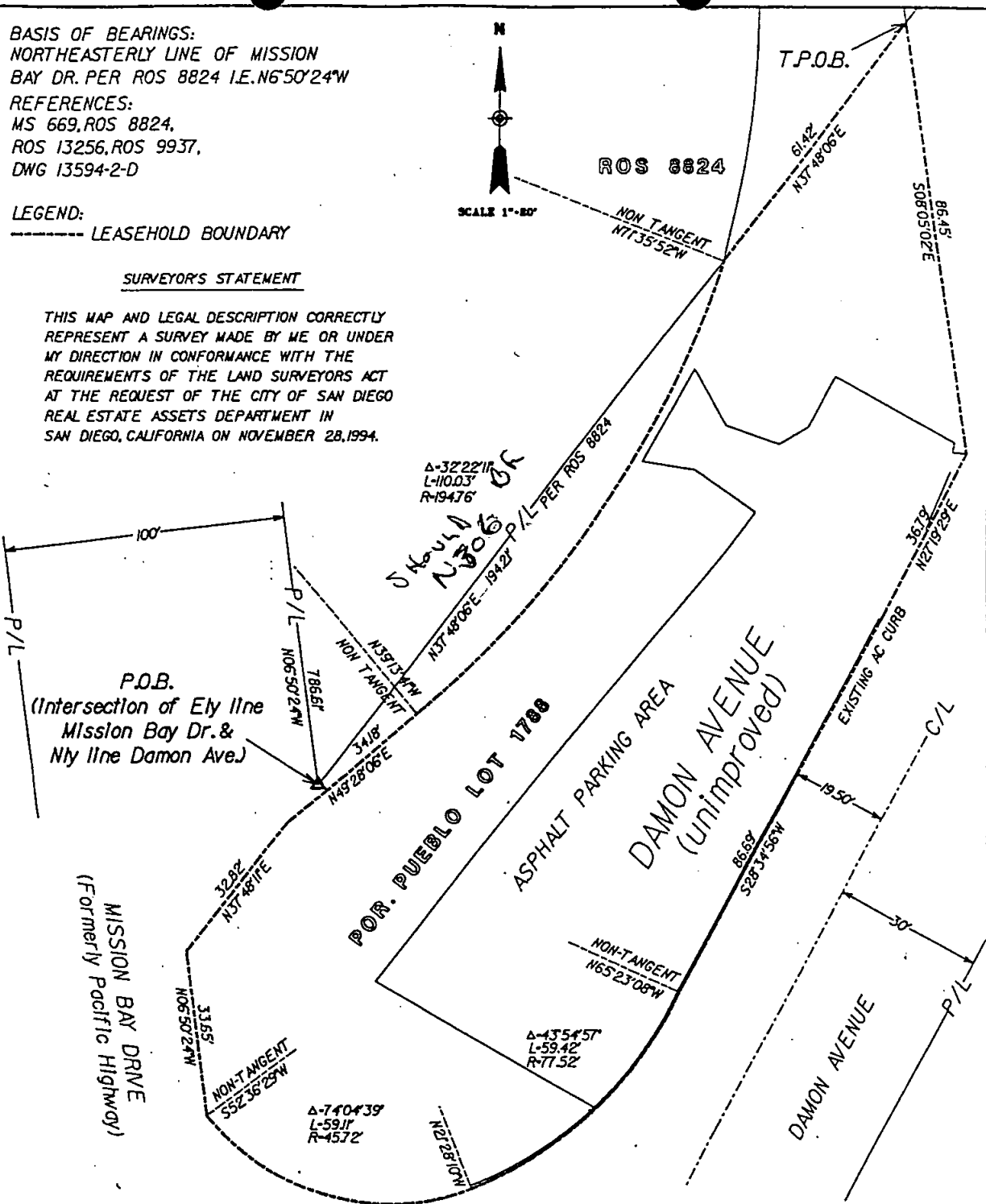
LEGIS - REEDS

BASIS OF BEARINGS:
NORTHEASTERLY LINE OF MISSION
BAY DR. PER ROS 8824 I.E. N6°50'24"W
REFERENCES:
MS 669, ROS 8824,
ROS 13256, ROS 9937,
DWG 13594-2-D

LEGEND:
----- LEASEHOLD BOUNDARY

SURVEYOR'S STATEMENT

THIS MAP AND LEGAL DESCRIPTION CORRECTLY
REPRESENT A SURVEY MADE BY ME OR UNDER
MY DIRECTION IN CONFORMANCE WITH THE
REQUIREMENTS OF THE LAND SURVEYORS ACT
AT THE REQUEST OF THE CITY OF SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT IN
SAN DIEGO, CALIFORNIA ON NOVEMBER 28, 1994.



PREPARED BY: CITY OF SAN DIEGO
ENGINEERING DEPT., SURVEY /CADD SECTION
UNDER THE DIRECTION OF CALVIN CHONG,
RCE 29051 (EXPIRES 3/31/95)

LEASEHOLD BOUNDARY: PACIFIC BEACH WORK CENTER
PORTION OF PUEBLO LOT 1788, MISC. MAP 36

DESCRIPTION	BY	APPROVED	DATE	FILED	CITY OF SAN DIEGO, CALIFORNIA	T.M.
ORIGINAL					SHEET 1 OF 1 SHEET	W.O. 112551
					<i>Calvin Chong</i> Dec. 13, 1994	1874-6262
					FOR CITY ENGINEER DATE	NAD83 COORDINATES
						234-1701
						LAMBERT COORDINATES
STATUS						18242 - B

COUNCIL DOCKET SUMMARY

Monday, April 24 & Tuesday, April 25, 1995

DEPARTMENT ITEMS

ACTION

4-24-95
CONSENT
ITEM/AGENT

51/PTC

Lease Approval - Lodge at Torrey Pines Partnership -
Adopt the ordinance which was introduced as amended on
4-10-95.

4-24-95
ADOPTION
ITEM/AGENT

150/DWE

Airports - Authorizing a 10-year lease renewal with
Merziotis Properties, Inc.

4-25-95
SPECIAL HEARING

333/SAC

Two actions related to a lease agreement with San Diego
County SER/Jobs for Progress, Inc.

INFORMATIONAL ITEMS

4-24-95
CONSENT

107

Privatization of Biosolids Beneficial Use Facility. NAS
Miramar Community area, District 5

4-24-95
ADOPTION

200

Bay-to-Bay Workshops Report.

4-25-95
SPECIAL HEARING

334

Approval of FY 1995 CDBG Agreement with the San Diego
Housing Commission.

335

Fiscal Year 1996 CDBG and Social Service Applications

ADOPTION AGENDA, HEARINGS (Continued)
SPECIAL HEARINGS (Continued):

Item-335:

SUBJECT: Special Hearing - Fiscal Year 1996 CDBG and Social Service Applications.

The purpose of this Special Hearing is to receive public testimony on requests for Fiscal Year 1996 Community Development Block Grant (CDBG) funding and Social Service funding recommendations. The CDBG hearings are in addition to the regular business scheduled on today's docket, and will be heard at the conclusion of the regular business.

There are 163 CDBG requests that have been assigned numbers between 1 and 163. Testimony will be heard from CDBG applicants in the following order:

1. Public Testimony on CDBG Applications:

<u>Applications</u>	<u>Numbers</u>
City-wide	33, 46, 55, 134, 136, 145, 147 153
District 1	4, 112
District 2	22, 30, 34, 36, 39, 69, 74, 101, 122, 157
District 3	6, 15, 16, 31, 41, 42, 43, 50, 52, 65, 75, 76, 77, 78, 103, 104, 107, 109, 110, 114, 116, 118, 123, 125, 130, 155
District 4	13, 35, 60, 66, 67, 79, 80, 81, 82, 83, 84, 108, 121, 131, 138, 139, 140, 154
District 5	2, 85, 86, 87, 88, 89
District 6	5, 8, 28, 62, 73, 161
District 7	1, 10, 17, 64, 90, 91, 106, 124, 127
District 8	3, 7, 9, 11, 12, 20, 23, 24, 25, 29, 47, 53, 59, 63, 68, 70, 71, 92, 93, 94, 95, 96, 97, 98, 99, 100, 105, 113, 115, 126, 128, 133, 135, 141, 142, 143, 156

ADOPTION AGENDA, HEARINGS
SPECIAL HEARINGS:

Item-333:

SUBJECT: Two actions related to a Lease Agreement with San Diego County SER/Jobs for Progress, Inc. (Dist. 6)

CITY MANAGER'S RECOMMENDATION:
Adopt the following resolutions:

Subitem-A: (R-95-1448)
Authorizing a five-year lease agreement, with two five-year options to extend on mutually acceptable terms, and with a 120-day termination clause, with San Diego County SER/Jobs for Progress, Inc., for the lease of a City-owned site at the northeast corner of Damon Avenue and Mission Bay Drive, for the construction and operation of the Pacific Beach Employment Center.

Subitem-B: (R-95-1449)
Certifying that the information contained in Negative Declaration DEP-94-0371BG, has been reviewed and considered by Council; approving the Negative Declaration.

NOTE: See the Housing Authority Agenda of 4/25/95 for a companion item.

Item-334:

SUBJECT: Approval of the FY 95 CDBG Agreement with the San Diego Housing Commission.

SAN DIEGO HOUSING COMMISSION'S RECOMMENDATION:
Adopt the following resolution:

(R-95-1417 Cor. copy)
Authorizing the FY 1995 Community Development Block Grant (CDBG) Agreement with the San Diego Housing Commission for use of \$4,738,542 of CDBG funds in accordance with previous City Council fund allocation; expenditure of funds.



SAN DIEGO HOUSING COMMISSION REPORT

1625 NEWTON AVENUE • SAN DIEGO, CALIFORNIA 92113-1038 • (619) 231-9400

DATE: For the Agenda of April 17, 1995

REPORT NO.: HCR 95-072

SUBJECT: Approval of Community Development Block Grant (CDBG) Funds For Construction of Pacific Beach Employment Center (Council District 6)

SUMMARY

Issue 1: Should the Housing Commission recommend that the Housing Authority authorize a Construction/Operating Agreement with San Diego County SER/Jobs For Progress, Inc. (SER) to construct and operate the Pacific Beach Employment Center on the Damon Avenue site (Attachment 1)?

Recommendation 1: It is recommended that the Housing Commission recommend that the Housing Authority authorize an agreement for SER to expend up to \$369,000 in CDBG funding, including \$50,000 previously approved for predevelopment, to construct a 1200 square foot employment placement and training facility on a City-owned site located on Damon Avenue at Mission Bay Drive.

Issue 2: Should the Housing Commission certify that the information contained in DEP File No. 94-0371BG has been completed in compliance with the California Environmental Quality Act and State CEQA Guidelines, and the National Environmental Policy Act (NEPA), and that said Finding of No Significant Impact/Negative Declaration reflects the independent judgement of the City of San Diego as Lead Agency (Attachment 2)?

Recommendation 2: It is so recommended.

Fiscal Impact: None with this action. In FY94 and FY95 City Council authorized CDBG allocations of \$275,000 and \$247,000 respectively to fund the development of a Pacific Beach Employment Center. The \$522,000 City Council authorized for this project will cover the \$369,000 recommended for project development and the associated contingency.

Certificate of Funding Availability:

Certificate No:	95-64
Amount:	\$275,000
Revenue Source:	CDBG (FY94)
Division:	Housing Development
Line Item:	Loans & Grants

For the Agenda of April 17, 1995
Approval of Community Development Block Grant (CDBG)
Funds for Construction of Pacific Beach Employment Center
Page 2

Certificate No:	95-138
Amount:	\$94,000
Revenue Source:	CDBG (FY95)
Division:	Housing Development
Line Item:	Loans & Grants

Equal Opportunity Statement: SER is a nonprofit corporation, and if authorized to construct the Pacific Beach Employment Center, SER will select Famania Construction Company as its lowest responsive bidder. Famania Construction Company is a certified Minority Business Enterprise.

Future Related Actions: On April 25, 1995, the City of San Diego Housing Authority will hear this matter. As a companion item on the City Council docket, Council will consider a lease with SER for a City-owned site, and will be asked to certify the environmental file (DEP File No. 94-0371BG).

Business Impact Statement: The Employment Center will provide employment placement Services and job/language skills training for program participants seeking temporary or permanent work. Employer outreach by SER, the facility operator, will provide local businesses with a new employee resource within the Pacific Beach Community (Attachment 3).

BACKGROUND

In FY94 and FY95, Councilmember Stallings supported an allocation by City Council of \$522,000 to secure by lease, purchase, or construction an Employment Center facility. The purpose of this facility is to address the impacts of day laborers soliciting casual employment along transit corridors within the Pacific Beach community.

On February 22, 1994, the Housing Authority authorized the selection of SER as the facility operator of the Pacific Beach Employment Center. No facility or site was recommended to the Housing Authority at that time.

Commission staff has worked closely with the City of San Diego's Real Estate Assets Department to identify a viable commercial building for lease or purchase within Pacific Beach. As an alternative, a vacant City-owned site at the northeast corner of Mission Bay Drive at Damon Avenue has been identified (Attachment 4).

On January 30, 1995 the Housing Commission approved a \$50,000 contract with SER for project management services to perform predevelopment work at the Damon Avenue site.

DISCUSSION

SER has proceeded with the project predevelopment work on the Damon Avenue site. The architectural design, site surveys and soil surveys have all been completed for the proposed Employment Center at the Damon Avenue site. The environmental assessment has been completed by the City of San Diego's Development Services Department.

The proposed site plan consists of the construction and siting of two modular structures totalling 1200 square feet in size, which will be connected by a deck and patio (Attachment 5). The facility will provide areas for program administration, reception, and job/skills training. The site is a vacant City-owned site which was previously utilized by Caltrans as a park-and-ride.

The City's Real Estate Assets Department has prepared for City Council approval a lease with SER for the Damon Avenue site. The lease will allow SER to construct the proposed Employment Center facility. The City will retain ownership of the facility, while SER will lease the property for five years, with an option for two five-year extensions.

SER has worked with Commission staff to bid out a contract for the proposed construction of the project. On March 1, 1995, a Notice to Bid was issued for this work. Bid advertisements were placed in the *San Diego Union-Tribune*, the *San Diego Daily Transcript*, *La Prensa*, and the *Voice and Viewpoint*. Individual invitations to bid were sent to 271 licensed contractors, including 57 certified minority and women-owned business enterprises.

On March 14, 1995, a pre-bid conference was conducted with three firms in attendance. A total of 11 bid packages were provided to interested contractors.

At the bid closing on March 31, 1995, three proposals were received. Information on the submitted bids is summarized on Attachment 6.

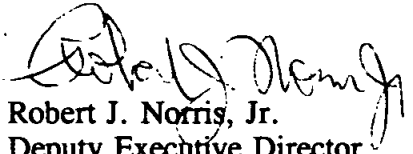
SER and staff's analysis of the bid submissions has determined that Famania Construction Company has submitted the lowest responsive bid and is capable of successfully completing the project.

Based on this bid selection SER is prepared to contract with Famania Construction Company to construct the Employment Center contingent upon City Council's lease approval of the Damon Avenue site, and approval of the Housing Commission and Authority of the total development budget of \$369,000, including the previously approved \$50,000 in Predevelopment funding, as identified on Attachment 7. The total development budget consists of: \$50,000 in predevelopment costs, \$275,000 for the construction bid cost including a ten percent contingency to address potential change orders for items not anticipated and identified in the original scope of work, and \$44,000 in other related project costs. Contingency funds not utilized for this project will remain as unused CDBG funds.

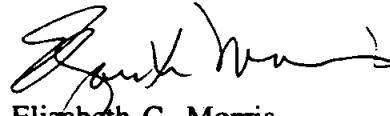
For the Agenda of April 17, 1995
Approval of Community Development Block Grant (CDBG)
Funds for Construction of Pacific Beach Employment Center
Page 4

Staff recommends that the Commission and Housing Authority authorize the expenditure of \$369,000 in allocated CDBG funds for the construction of the Pacific Beach Employment Center, and authorize the Executive Director to execute a Construction/Operating Agreement with SER, as substantially shown in Attachment 1.

Respectfully submitted,


Robert J. Norris, Jr.
Deputy Executive Director

Approved by,


Elizabeth C. Morris
Executive Director

BATES:hm F:\REPORTS\HC_RPT.PB - 04/07/95

- Attachments:
1. Proposed Construction/Operating Agreement with SER *
 2. Environmental Assessment - FONSI/ND (File No. 94-0371BG) *
 3. Editorial from April 2, 1995 *San Diego Union Tribune*
 4. Vicinity Map
 5. Pacific Beach Employment Center - Site Plan
 6. BID Proposals - Summary
 7. Total Development Budget Summary

* Due to the length of these attachments, only Commissioners will receive a copy. Additional copies may be obtained through the Public Information Office.

ATTACHMENT 1

DRAFT

SAN DIEGO HOUSING COMMISSION

AGREEMENT
WITH

SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC.

Contract No. 95-0594

THIS AGREEMENT is entered into this ___ day of _____, 1995,

between the Commission:

SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, CA 92113
(619) 231-9400

and the Contractor:

SAN DIEGO COUNTY SER/
JOB'S FOR PROGRESS, INC.
3355 Mission Avenue, Suite 223
Oceanside, CA 92054
(619) 754-6500
President/CEO: George Lopez

101. DESCRIPTION OF WORK

Contractor shall manage the design and construction and operate an employment center within City of San Diego Council District Six to benefit day laborers, employers and the community at large, as generally described in the attached contract attachments, hereinafter "EMPLOYMENT CENTER SERVICES."

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

General Provisions, Contract Attachment No. 1
Scope of Services, Contract Attachment No. 2
Fee Schedule, Contract Attachment No. 3
Ground Lease with City of San Diego, Contract Attachment No. 4
Predevelopment Agreement between Commission and SER, Contract Attachment No. 5

103. TIME OF PERFORMANCE

The "Construction Term" of the Agreement shall be complete on or before July 17, 1995. During the Construction Term, the Contractor shall act as Project Manager for the construction of the Employment Center. The Operation Term of this Agreement shall be identical to the

term of the Land Lease between the City of San Diego and San Diego County SER/Jobs for Progress, Inc., dated _____. During the Operation Term, the Contractor shall operate the Employment Center. These terms are subject to termination by the Commission or the Contractor after one hundred twenty (120) days written notice from one to the other.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, during the Construction Term, Commission shall pay to the Contractor the sum of FIVE THOUSAND DOLLARS (\$5,000.00) at the commencement of construction and a balance of TWENTY THOUSAND DOLLARS (\$20,000.00) at the completion of construction, provided the construction is to the satisfaction of the Commission. This compensation shall be in addition to the FIVE THOUSAND DOLLARS (\$5,000.00) being paid to Contractor under the terms of Contract Attachment No. 5.

b. Maximum Compensation

The total compensation for all services dealing with the management of the construction of the Employment Center performed shall not exceed the sum of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00), (plus the \$5,000 to be paid under Contract Attachment No. 5), notwithstanding the provisions of Section 104(a) above. There will be no compensation under this Agreement for Contractor's operation of the Employment Center during the Operation Term. Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission in order that an extension of this Agreement, or modification thereof, may be initiated.

c. Method of Payment

The Contractor shall submit in duplicate a requisition to the Commission specifying the amount due for services performed by the Contractor. Such requisition shall: (1) reference the contract number assigned hereto; (2) describe the services performed in detail and the

DRAFT

section of the Scope of Services covered by this invoice; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a given month if the requisition is submitted to the Commission no later than the first day of said given month.

Payments will be made to Contractor at the address given above.

d. Award of Contract for Construction of Work Center

The Commission's Technical Services Department shall assist the Contractor in the selection of a licensed general contractor to construct the Employment Center. Upon the selection of a general contractor, Contractor herein shall enter into an agreement with the general contractor, the Commission shall make payments to the Contractor in accordance with the payment provisions of Attachment No. 3. All checks will be issued by the Commission to Contractor herein and the general contractor selected in the form of a two-party check. Further, at the Commission's option, a Fund Control may be established to facilitate disbursement of the payments to the Contractor.

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth Morris

Title: Executive Director

Date: _____

[Signatures Continue on Next Page]

DRAFT

CONTRACTOR:

**SAN DIEGO COUNTY SER/
JOBS FOR PROGRESS, INC.**

By: _____
George Lopez

Title: President/CEO

Date: _____

APPROVED AS TO FORM:

By: _____
Charles B. Christensen, Esq.
General Counsel for
The San Diego Housing Commission

Date: _____

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Contract calls for the performance of the services of the contract as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a contractor or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances known to the Contractor place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising the interests of either. Should no agreement regarding modification be reached, Commission shall terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for the Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with the Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to fully comply with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within the twelve months immediately preceding such employment, in his/her capacity as a Commission employee, participated in negotiations with or otherwise had an influence in the selection of the Contractor.

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall defend, indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any person resulting from the negligence of Contractor, its employees or its agents, including the negligence of the Commission, the Housing Authority of the City of San Diego, the City of San Diego;

or

- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

(c) Contractor shall defend the Commission, the Housing Authority of the City of San Diego, and the City of San Diego with counsel of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego's choosing, at the cost and expense of Contractor.

(d) The indemnity set forth herein of Contractor to the Commission, the Housing Authority of the City of San Diego, and the City of San Diego shall not include the sole negligence or wilful misconduct of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego, only.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$2,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the City of San Diego, the San Diego Housing Authority, the San Diego Housing Commission or Contractor and its authorized representatives, arising out of or in connection with the Contractor's performance or work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit of bodily injury and property damage of no less than \$2,000,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days' prior written notice shall be given to the Commission and shall be filed with the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with the Equal Opportunity and Minority/Women/Disabled Veteran Enterprise Contracting Programs, under state and federal law, including, but not limited to, Public Contract Code Section 10115 et seq., for all work to be performed by the Contractor for the Commission.

(b) Contractor, and each Subcontractor, if any, shall fully comply with and 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 law and regulations hereinafter enacted.

(c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or handicap.

(d) Contractor 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 Contract and debarment from participating in Commission projects for a period of not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principals, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550, to wit:

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Commission after one hundred and twenty (120) days written notice to Contractor, the effective date of cancellation being the 120th day after said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions in this Contract

shall be binding unless in writing and signed by a duly authorized representative of both the Commission and the Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceedings thereof. Any violation of this Section shall result in unilateral and immediate termination of this Contract by the Commission.

221. Drug-Free Workplace

Contractor shall verify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance program.
 - (d) The penalties that may be imposed upon employees for drug abuse violations.
3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Labor Provisions

It is the responsibility of the Contractor to be fully aware of, and comply with, every requirement under Federal and State law pertaining to labor provisions.

223. Warranty of Authority and Status

The Contractor, by executing this Agreement, warrants that it has full power and authority to execute this Agreement and that it does so pursuant to a valid resolution and/or resolutions of the Board of Directors of said Contractor. Further, the Contractor warrants that it is a validly existing corporation in good standing in the State of California and is a valid tax exempt corporation as determined by the Internal Revenue Service and the Franchise Tax Board and that the Contractor does now, and will during the term of this Agreement, maintain such tax exempt status.

224. Breach

Contractor's failure to timely complete the services set forth in Contract Attachment No. 2 and/or the breach by the Contractor of any of its duties and obligations under its ground lease with the City of San Diego shall also constitute a breach of the terms and conditions of this Agreement. Commission shall be entitled to seek and collect any and all damages that result from such breach(es), including attorneys' fees, costs of suit and expert witness fees.

225. Construction Bond

At the Executive Director of the Commission's option, whenever there is construction to be performed on the premises, Contractor shall deposit with the Commission, prior to the commencement of construction, a faithful performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed. The bond may be in cash, or may be a corporate surety bond or other security satisfactory to the Commission. The bond shall ensure that construction commenced by the Contractor shall be completed in accordance with plans approved by the Commission and the City of San Diego or, at the option of the Executive Director, that the uncompleted construction shall be removed and the premises restored to a condition satisfactory to the Commission and/or the City. The bond or cash will be held by the Executive Director of the Commission for the purposes specified above, or at the Commission's option, may be placed into escrow or other trust approved by the Commission.

DRAFT

CONTRACT ATTACHMENT NO. 2

300. SCOPE OF SERVICES

Contractor shall perform Employment Center Services to include, but not be limited to, those services set forth at length in the attached Exhibits "A" and "B", which are incorporated herein by reference.

EXHIBIT "A"

Contractor shall perform the following services for compensation for the entire Construction Term of the Contract as referenced in Section 103 of this Agreement:

1. Construction Phase:

- A. Contractor shall permit and supervise the construction of the EMPLOYMENT CENTER, as approved by the Commission, at the northeast corner of Damon Avenue and Mission Bay Drive, in Pacific Beach, California, on land leased from the City of San Diego ("Project Site").
- B. The EMPLOYMENT CENTER shall be completed and operational on or before July 17, 1995.
- C. Contractor shall comply with the schedule for the accomplishment of the tasks set forth in Section 1A and 1B of this Exhibit A as hereinafter approved by the San Diego Housing Commission in its sole discretion. In no event shall the completion of the construction be accomplished after July 17, 1995, however. Time is of the essence in meeting this schedule.

EXHIBIT "B"

Contractor shall perform the following services without compensation for the Operation Term of the contract as referenced in Section 103 of this Agreement.

2. Operation Phase.

Contractor shall perform the following services during the Operation Term of the Contract at the Project Site. For the purposes of this Contract, the operational stage shall commence immediately upon completion of the EMPLOYMENT CENTER as referenced above, and shall terminate upon the expiration of this Contract, as referenced in Section 103 of this Agreement:

The operational program will consist of the following:

- I. Registration of employment applicants.
- II. Employer reception.
- III. Match employer needs to applicant abilities.

I. REGISTRATION OF EMPLOYMENT APPLICANTS

This applicant registration procedure will establish an applicants' data base. It will consist of the following:

- 1. Name, address and phone or message number.
- 2. Employment eligibility documentation. (If available)
- 3. Specific job skills and level of competence.
- 4. Language(s) spoken and level of fluency.

II. EMPLOYER RECEPTION

Employers seeking laborers will be asked to furnish the following information:

- 1. Company name, address and telephone number.
- 2. Type of industry.

III. MATCH EMPLOYER NEEDS TO APPLICANT ABILITIES

Registered applicants will be referred to appropriate employment opportunities based on an equitable priority system:

- 1. There will be a daily matching of workers to jobs.
- 2. Registration of workers will be required before matching.

3. Each morning the Placement Specialist will put the exact amount of numbers on a container as there are applicants present. Those who arrive after the "lottery" will be referred on a first-come first-serve basis. However, exceptions for employer needs or employee abilities may be made.

DISCLAIMER

Employers will be notified, orally and in writing, that it is their responsibility to verify the worker's legal right to work.

SUPPORTIVE SERVICES

Linkages will be established with appropriate community agencies to offer on-site or referral service for health, training, public and social service needs as necessary and available.

INFORMATION SYSTEM

Registrations and job orders will be entered into the information system in order to produce reports essential to secure necessary public and private funding.

HOURS OF OPERATION

The Employment Center will operate from 7:00 a.m. to 12:00 Noon, Monday through Saturday.

PUBLIC RELATIONS

SER will work with the City of San Diego, Council District Six to initially outreach to Pacific Beach community groups and businesses to inform the community about the purpose and operation of the Work Center and to respond to any issues identified.

SER will outreach on a semi-annual basis to the Pacific Beach Community Planning Group, Pacific Beach Town Council and the Pacific Beach Business Improvement Association.

SER will continually outreach to day laborers and employers to market the services provided for them through SER's management of the Employment Center.

SER will insure that all public media contacts relating to the Employment Center are screened through SER staff. All contacts with day laborers and employers will be handled by SER staff consistent with our program objectives.

CONTRACT ATTACHMENT NO. 3

Project Cost/Fee Schedule

The Services will be provided as set forth in Contract Attachment No. 2, Exhibit A, entitled Planning and Construction Phase, and shall be compensated for actual project costs and for project management of the design and construction of the Employment Center facility. The following predevelopment costs shall be paid for services performed and the Contractor shall receive an initial \$5,000 payment (See Scope of Work Section 5 below) against its maximum compensation pursuant to Sub-Section 104 (b) above.

Predevelopment Costs

<u>Description of Service or Work Performed</u>	<u>Itemized Costs</u>
1. Architectural Services	\$24,000
2. Geological Reconnaissance & Soils Reports	\$ 5,300
3. City Engineering Department - Surveys site survey work and composite drawing	\$ 4,500
4. Environmental Review Submittal	\$10,000
5. Contractor Predevelopment Project Management Fee -	\$ 5,000
6. Contingency	\$ 1,200

Construction Costs

Construction budget (attached) is subject to the approval of the Housing Authority of the City of San Diego and the budget shall not exceed the sum of THREE HUNDRED SIXTY NINE THOUSAND AND NO/100 DOLLARS (\$369,000.00).

PACIFIC BEACH EMPLOYMENT CENTER ESTIMATED PROJECT COST

PREDEVELOPMENT COSTS

<u>Item</u>	<u>Costs</u>
Surveys	\$4,500
Soils	\$5,300
Environmental	\$10,000
Architectural Services	\$24,000
SER/Project Mgt. Fee	\$5,000
Contingency	\$1,200
Subtotal	\$50,000

Predevelopment Cost Total	\$50,000
Construction Cost Total	\$319,000
Total Development Cost	\$369,000

CONSTRUCTION COSTS

<u>Item</u>	<u>Costs</u>
Construction Bid	\$250,000
10% contingency	\$25,000
Subtotal	\$275,000
Signage Allowance	\$1,000
Lease Payment	\$3,000
Lease - Security Deposit	\$15,000
SER/Project Mgt. Fee (Construction)	\$25,000
Subtotal	\$44,000

Construction Cost Total	\$319,000
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ATTACHMENT 2

U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM
AND
CITY OF SAN DIEGO, CALIFORNIA
DEP NO. 94-0371BG

FINDING OF NO SIGNIFICANT IMPACT

Pursuant to: 42 U.S.C. 4332(2) (c), 23 U.S.C. 128(a), 24 CFR Part 58

NEGATIVE DECLARATION

Pursuant to: California Environmental Quality Act (CEQA)
(California Public Resources Code Section 21000 et seq.)

SUBJECT: PACIFIC BEACH EMPLOYMENT CENTER. APPROVAL OF COMMUNITY BLOCK GRANT (CDBG) FUNDING of up to \$522,000 (\$275,000 from Fiscal Year 1994, the 19th Entitlement Program Year and 247,000 from Fiscal Year 1995, the 20th Entitlement Program Year) for the site planning and construction of an approximately 1,200 square foot employment center on a vacant 15,550 square foot real property located northeast of the intersection of Mission Bay Drive and Damon Avenue, described as that portion of Pueblo Lot 1788 of the Pueblo Lands of San Diego, County of San Diego, according to Miscellaneous Map No. 36 thereof made by James Pascoe in 1870, filed in the Office of the County Recorder of San Diego County November 14, 1921.

Applicant: San Diego County SER/Jobs for Progress, Inc., a non-profit corporation and the City of San Diego Housing Commission, the CDBG subgrantee project administrator.

I. PROJECT DESCRIPTION:

See attached Environmental Assessment/Initial Study

II. ENVIRONMENTAL SETTING:

See attached Environmental Assessment/Initial Study

III. FINDING:

In compliance with the National Environmental Policy Act (NEPA) and HUD/CDBG Environmental Review Procedures, the California Environmental Quality Act (CEQA) and State CEQA Guidelines, The City of San Diego has conducted an Environmental Assessment (Initial Study pursuant to CEQA) and has determined that the proposed project will not have a significant effect on the environment and,

- () Comments were received, but did not address the finding of the draft Negative Declaration/Finding of No Significant Impact or the accuracy or completeness of the Environmental Assessment. No response is necessary. The letters are attached.
- (X) Comments addressing the findings of the draft Negative Declaration/Finding of No Significant Impact and/or accuracy or completeness of the Environmental Assessment were received. Responses to these comments and the letters of comment are attached.

Copies of the draft Negative Declaration/Findings of No Significant Impact, Environmental Assessment and Special Studies, are available for review or for purchase at the cost of reproduction in the office of the Development and Environmental Planning Division.

Lawrence C. Monserrate
Lawrence C. Monserrate,
Principal Planner
Development Services Department

January 5, 1995
Date of Draft Report

February 7, 1995
Date of Final Report

Analyst: Juan Baligad

COMMENTS

CITY OF SAN DIEGO
MEMORANDUM

COMMENT RESPONSES

DEP NO : 94-0371 BG

FILE NO: 100-PB.8 (Employment Center)

DATE : January 19, 1995

TO : Larry Monserrate, Principal Planner, Development and
Environmental Planning Division, Development Services
Department

FROM : Ann French, Senior Traffic Engineer, Transportation
Development Section, Transportation Planning Division,
Engineering Department

SUBJECT: REVIEW OF PUBLIC NOTICE OF FINDING OF NO SIGNIFICANT
IMPACT/NEGATIVE DECLARATION, AND NOTICE TO PUBLIC OF
REQUEST FOR RELEASE OF COMMUNITY DEVELOPMENT BLOCK
GRANT FUNDS FOR THE PACIFIC BEACH EMPLOYMENT CENTER

We have reviewed the public notice of finding of no significant impact/negative declaration and notice to public of request for release of Community Development Block Grant Funds for the proposed Pacific Beach Employment Center.

We do not disagree with the two planned actions regarding the Pacific Beach Employment Center, but we have concerns regarding the project's proposed site plan and internal circulation.

We have attached a copy of our previous memo dated December 21, 1994, which outlines our concerns. The comments were designed to enhance the internal circulation shown on the site plan for the proposed Employment Center and we would like them to be incorporated into the final site plan.

If you have any questions, please call Labib Qasem at 533-3031.

Ann French

Ann French
Senior Traffic Engineer
Transportation Planning Division

LQ:rg
b:center

Attachment

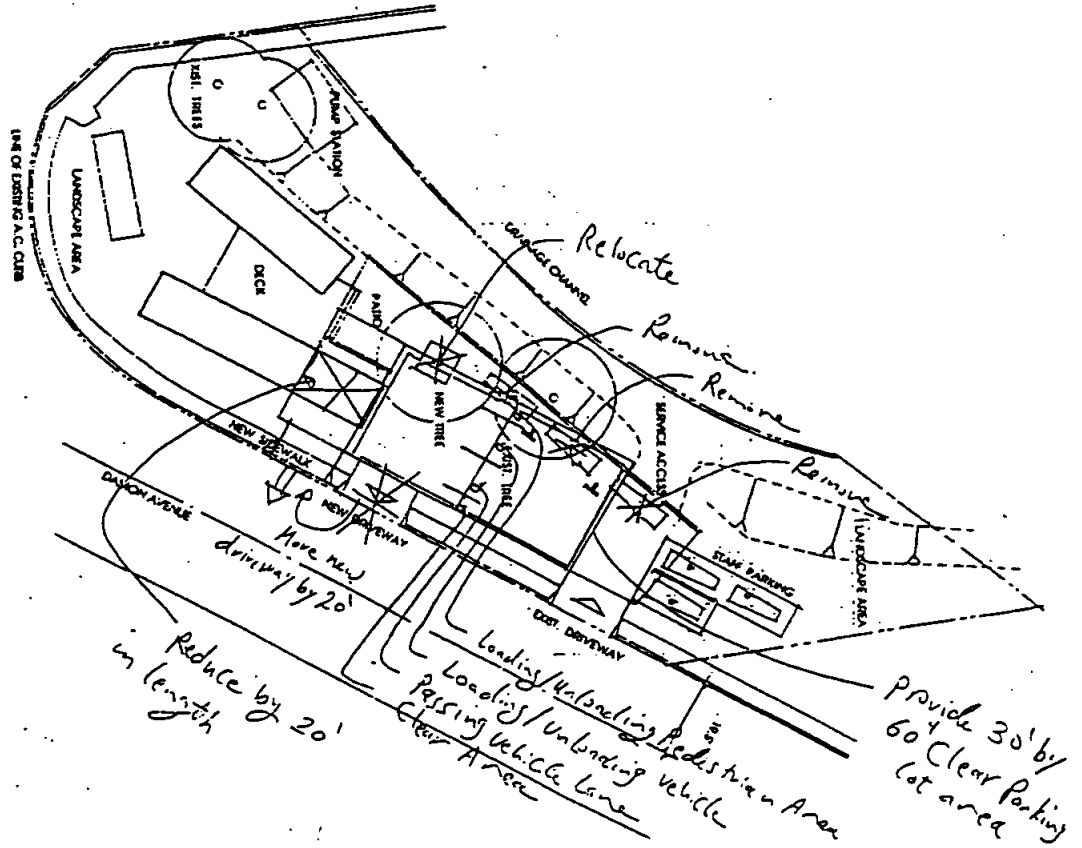
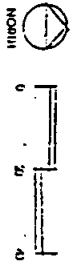
cc: Lee Bates, Housing Commission, M.S. 49
Juan Baligad, M.S. 501 ✓

- The center is intended to serve the day laborers that are now congregating and soliciting employment along Noyes Street at Balboa and Grand Avenues. A trip generation survey of the street side hiring activity in this area was conducted by San Diego County SER/Jobe for Progress, Inc. and the San Diego Housing Commission on December, 1994. The survey report estimates a maximum of 22 peak period average daily trips (ADTs) and a low peak period of 16 ADTs. The survey data show very little vehicle traffic being generated by street side hiring. Most day laborers ride the bus to the location and on the average, 10 employers stop per day, usually between 6:00 and 10:00 a.m. to pick-up day laborers.

Based on this study, the Environmental Analysis Section determined that the traffic and parking impact of the project is not significant because the project is small in scale; the increase in traffic from the project (22 ADTs) is very nominal compared to the overall street system's (Mission Bay Drive at Damon Avenue) rated capacity (18,000 ADTs) and current traffic load (42,000 ADTs); and the survey strongly suggests that traffic disruptions are more associated with day laborers approaching numerous drivers than from the actual trip generation of employers. The employment center will provide a facility to conduct such transactions.

SITE PLAN

NOTICE: THIS AID MAY BE SUBJECT TO CHANGE WITHOUT NOTICE



City of San Diego
Development Services Department
DEVELOPMENT AND ENVIRONMENTAL PLANNING DIVISION
City Administration Building, MS-501
1222 First Avenue
San Diego, CA 92101
(619) 236-6460

ENVIRONMENTAL ASSESSMENT (NEPA/HUD)
INITIAL STUDY (CEQA)
DEP No. 94-0371BG

SUBJECT: PACIFIC BEACH EMPLOYMENT CENTER. APPROVAL OF COMMUNITY BLOCK GRANT (CDBG) FUNDING of up to \$522,000 (\$275,000 from Fiscal Year 1994, the 19th Entitlement Program Year and 247,000 from Fiscal Year 1995, the 20th Entitlement Program Year) for the site planning and construction of an approximately 1,200 square foot employment center on a vacant 15,550 square foot real property located northeast of the intersection of Mission Bay Drive and Damon Avenue, described as that portion of Pueblo Lot 1788 of the Pueblo Lands of San Diego, County of San Diego, according to Miscellaneous Map No. 36 thereof made by James Pascoe in 1870, filed in the Office of the County Recorder of San Diego County November 14, 1921.

Applicant: San Diego County SER/Jobs for Progress, Inc., a non-profit corporation and the City of San Diego Housing Commission, the CDBG subgrantee project administrator.

I. PURPOSE AND MAIN FEATURES:

The project consists of the construction of an employment center for day laborers on a vacant 15,550 square foot real property located north of the intersection of Mission Bay Drive and Damon Avenue (See Attachment 1), adjacent and southeast of the Rose Creek Drainage Channel in the Pacific Beach Community Planning Area (See Attachments 2 & 3). The site is owned by the City of San Diego and has been leased to the California Department of Transportation (CALTRANS) as a park and ride lot. Two modular structures totalling approximately 1,200 square feet in size will be moved to the site and separated by a deck and patio. (The project is outside the Coastal Zone.)

The employment center is intended to alleviate the impacts of day laborers soliciting casual employment in major public thoroughfares on the community. These impacts have effected neighborhood residents, business owners, and traffic safety along these traffic corridors. The employment center is intended to provide a neutral site for the provision of employment placement services, and to provide job training and language skills to increase employment opportunities for program participants seeking temporary or permanent work. The operator of the employment center will be San Diego County SER/Jobs for Progress, Inc., a non-profit organization. Operating hours will be from 7:00 a.m. to 12:00 p.m., Monday through Saturdays, except City of San Diego holidays.

II. ENVIRONMENTAL SETTING:

The project site is near the Pacific Beach Community Planning Area's eastern border. The Community is bounded to the west by the Pacific Ocean, the south by Mission Bay, and the west by Interstate 5. The north boundary is generally a straight east-west line coinciding with the northern border of Kate O. Sessions Memorial Park (See Attachments 2 & 3). The northern boundary line jogs briefly south to the

IMPACT CATEGORIESIMPACT LEVELS

	A	B	C	D	E	F
1. LAND DEVELOPMENT (Continued)						
Erosion	•					
Soil Suitability	•					
Hazards and Nuisances, Including Site Safety	•					
Energy Consumption	•					
2. NOISE						
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	•					
3. AIR QUALITY						
Effects of Ambient Air Quality on Project and Contribution to Community Pollution Levels	•					
4. ENVIRONMENTAL DESIGN AND HISTORIC VALUES						
Visual Quality - Coherence, Diversity, Compatible Use, and Scale	•					
Historic, Cultural and Archaeological Resources	•					
5. SOCIOECONOMIC						
Demographic Character Changes	•					
Displacement	•					
Employment and Income Patterns	•					
6. COMMUNITY FACILITIES AND SERVICES						
Educational Facilities	•					

-
- A. No Impact Anticipated
 B. Potentially Beneficial
 C. Potentially Adverse - Requires Documentation Only
 D. Potentially Adverse - Requires More Study
 E. Needs Mitigation
 F. Requires Project Modification

7. NATURAL FEATURES (Continued)	A	B	C	D	E	F
Coastal Zone	•					
Unique Natural Features and Agricultural Lands	•					

A.	No Impact Anticipated
B.	Potentially Beneficial
C.	Potentially Adverse - Requires Documentation Only
D.	Potentially Adverse - Requires More Study
E.	Needs Mitigation
F.	Requires Project Modification

IV. ENVIRONMENTAL ASSESSMENT DISCUSSION:

1. LAND DEVELOPMENT

Conformance with Comprehensive Plans and Zoning - Impact Level A
The proposed use is allowed by right in this commercial/industrial area.

Compatibility and Urban Impact - Impact Level A
The proposed use is allowed by right in and is compatible with this commercial/industrial area; and will produce very nominal vehicle average daily trips (ADTs). No significant compatibility impacts to the surrounding area is anticipated.

Slope - Impact Level A
The slope of the project site and surrounding area will not have an effect on the project, and vice versa.

Erosion - Impact Level A
The subject property is flat, mostly paved and abuts a concrete channelized creek. No additional erosion will occur as a result as a result of the project.

Soil Suitability - Impact Level A
The subject property is flat, mostly paved and abuts a concrete channelized creek. A soils report has been prepared for this project and the report's specific proposals for construction will be implemented.

Hazards, Nuisance, and Site Safety - Impact Level A
According to the *City of San Diego Seismic Safety Study*, the site is within the geotechnical hazard category No. 32 and risk zone AB, indicating that the project site is maybe susceptible to liquefaction, although the potential is considered "relatively low."

An trace of the active Rose Canyon fault zone has been identified 800 feet northeasterly of the site and an "assumed fault" has been mapped along the northeast edge of the property. A "restricted use zone" is recommended 50 feet on either side of this fault. Evidence of faulting at the employment center was

Displacement - Impact Level A

The project is small scale and located on a vacant lot; and no structures or persons will be displaced as a result of this project.

Employment and Income Patterns - Impact Level A

The project is small scale and located on a vacant lot. Income patterns will not be affected by the project.

6. COMMUNITY FACILITIES

Educational Facilities - Impact Level B

The employment center will provide job training and language skills to increase employment opportunities for program participants; and area schools will not be negatively affected by its construction or operation.

Commercial Facilities - Impact Level A

The project is small scale and located on a vacant lot. The adjacent commercial facility or nearby commercial facilities will not be affected by this project.

Health Care - Impact Level A

The project is small scale and located on a vacant lot. Health care services will not be affected by the project.

Social Services - Impact A

The project is small scale and located on a vacant lot. Social services will not be affected by the project.

Solid Waste - Impact Level A

The project is small scale and will not significantly increase solid waste generation.

Storm Water - Impact Level A

The project is small scale and existing storm water drainage system would adequately serve the project without significantly impacting capacity.

Waste Water - Impact Level A

The project is small scale; wastewater facilities or services will not be significantly affected by the project.

Water Supply - Impact Level A

The project is small scale; area water supplies will not be significantly impacted as a result of the project.

7. PUBLIC SAFETY

Police - Impact Level A

Although the project is designed to reduce loitering by day laborers in certain areas of the Pacific Beach community, the project is small scale and should have no effect on police services.

STATUTORY BASED REGULATIONSIMPACT LEVELS

	A	B	C	D	E
1. HISTORIC PROPERTIES	•				
2. FLOODPLAIN MANAGEMENT	•				
3. WETLANDS PROTECTION	•				
4. NOISE	•				
5. AIR QUALITY	•				
6. MANMADE HAZARDS					
Thermal/Explosive Hazards	•				
Airport Clear Zone	•				
7. WATER QUALITY					
Navigable Water	•				
Aquifers	•				
8. SOLID WASTE DISPOSAL	•				
9. COASTAL AREAS					
Coastal Zone Management	•				
Coastal Barrier Resources	•				
10. ENDANGERED SPECIES	•				
A. Not applicable - No Impact to Project or from Project					
B. Consultation Required and Completed					
C. Permit Required and Obtained					
D. Project Consistent with Applicable Plans/Standards					
E. Conditions/Safeguards/Mitigations Required					

VI. STATUTORY REVIEW DISCUSSION:

1. Historic Properties - Impact Level A
There is no structure on site. Project construction will not result in the disturbance of previously disturbed soils.
2. Floodplain Management - Impact Level A
The project is not within a 100-year flood zone, but is adjacent to a drainage channel that is designed to accommodate a 100-year flood. This information is based on Flood Insurance Rate Map No. 127B of 235, dated August 15, 1983.
3. Wetland Protection - Impact Level A
The project is small scale and will not affect any wetland resource. None are nearby.

VIII. MITIGATION MEASURES NEEDED:

None

IX. DETERMINATIONS:

On the basis of this initial evaluation:

_____ The project is in compliance with applicable laws and regulations.

XX The proposed project will not significantly affect the quality of the human or natural environment, and a FINDING OF NO SIGNIFICANT IMPACT (FONSI) and NEGATIVE DECLARATION should be prepared.

_____ Although the proposed project could significantly affect the quality of the human or natural environment, there will not be a significant effect in this case because the mitigation measures described in Section VIII above have been added to the project. A FINDING OF NO SIGNIFICANT IMPACT (FONSI) and NEGATIVE DECLARATION should be prepared.

_____ The proposed project MAY significantly affect the quality of the human or natural environment, and an ENVIRONMENTAL IMPACT STATEMENT/ENVIRONMENTAL IMPACT REPORT should be required.

X. BASIC REASONS SUPPORTING DECISION:

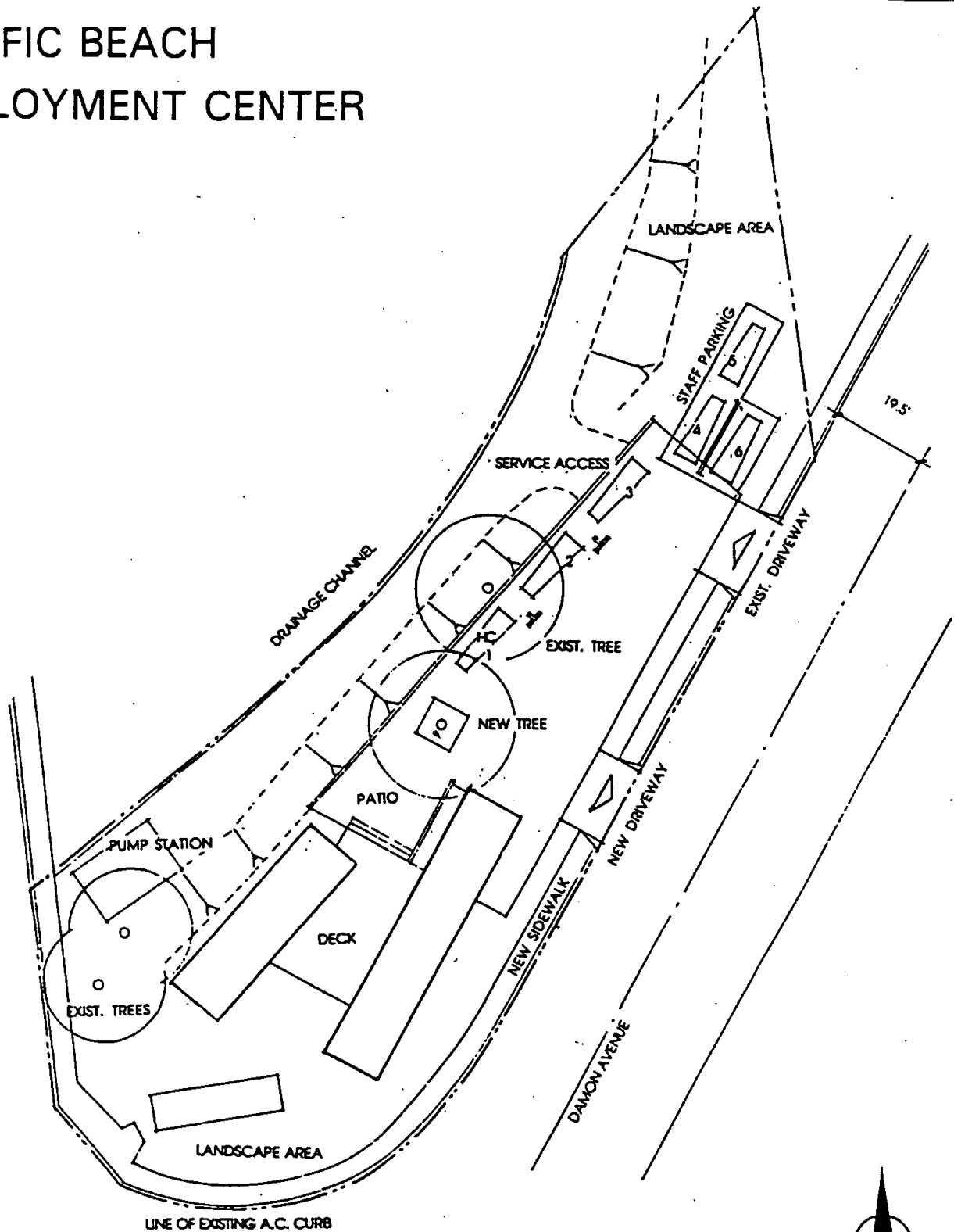
The employment center is intended alleviate the impacts of day laborers soliciting casual employment in major public thoroughfares on the community. These impacts have affected neighborhood residents, business owners, and traffic safety along these traffic corridors. The employment center is intended to provide a neutral site for the provision of employment placement services, and to provide job training and language skills to increase employment opportunities for program participants seeking temporary or permanent work. Establishment of a neutral site for job solicitation will minimize the day laborers' impacts on residents, business owners, and traffic safety hazards in areas where they normally congregate.

PROJECT ANALYST: Juan Baligad

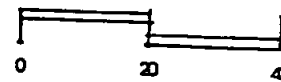
Attachment: 1. Site Plan
 2. Pacific Beach Community Planning Area
 3. Vicinity Map

PACIFIC BEACH EMPLOYMENT CENTER

MISSION BAY DRIVE



NOTE: THERE ARE NO OFF SITE IMPROVEMENTS OR GRADING REQUIRED



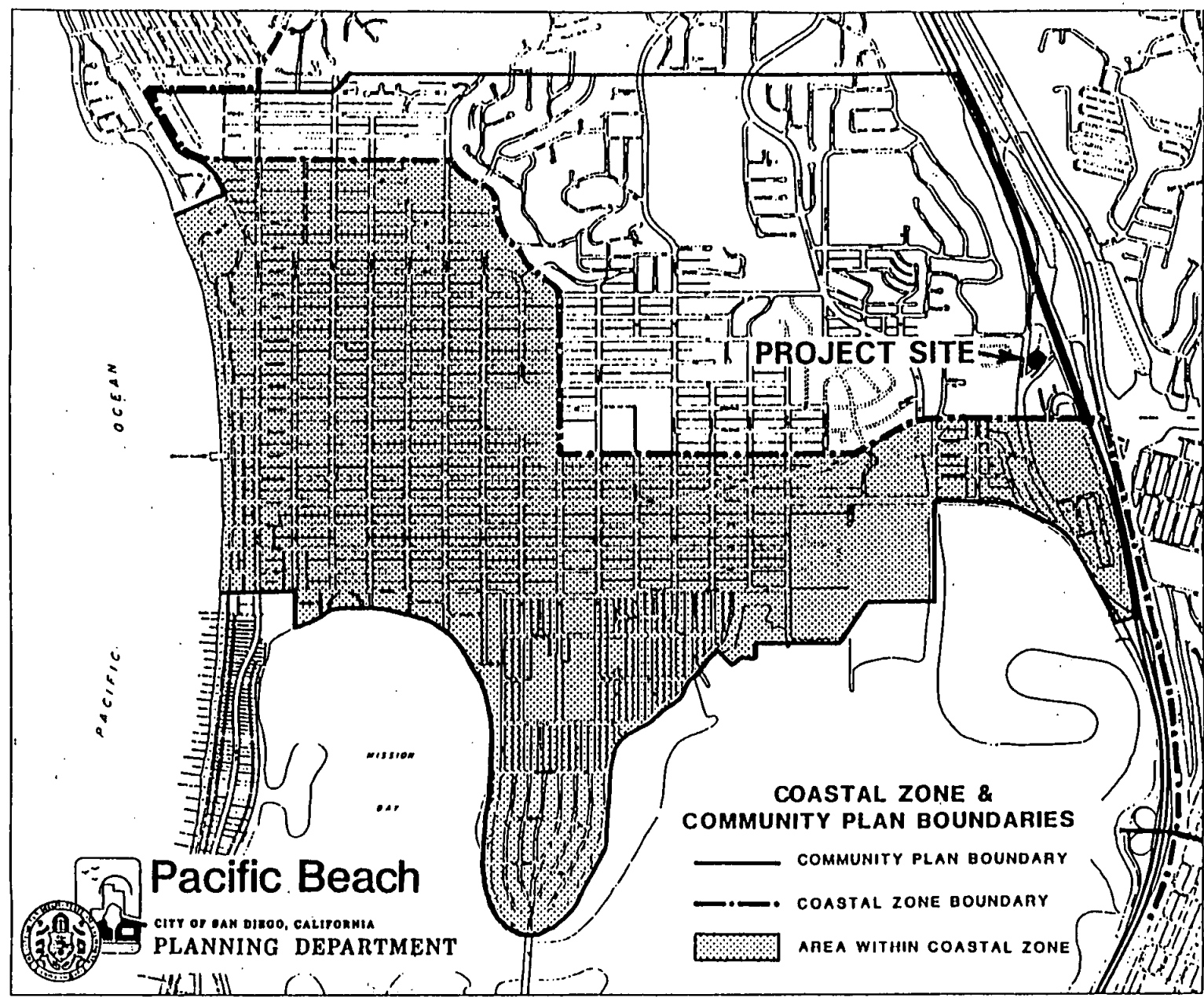
SITE PLAN

2-18

Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

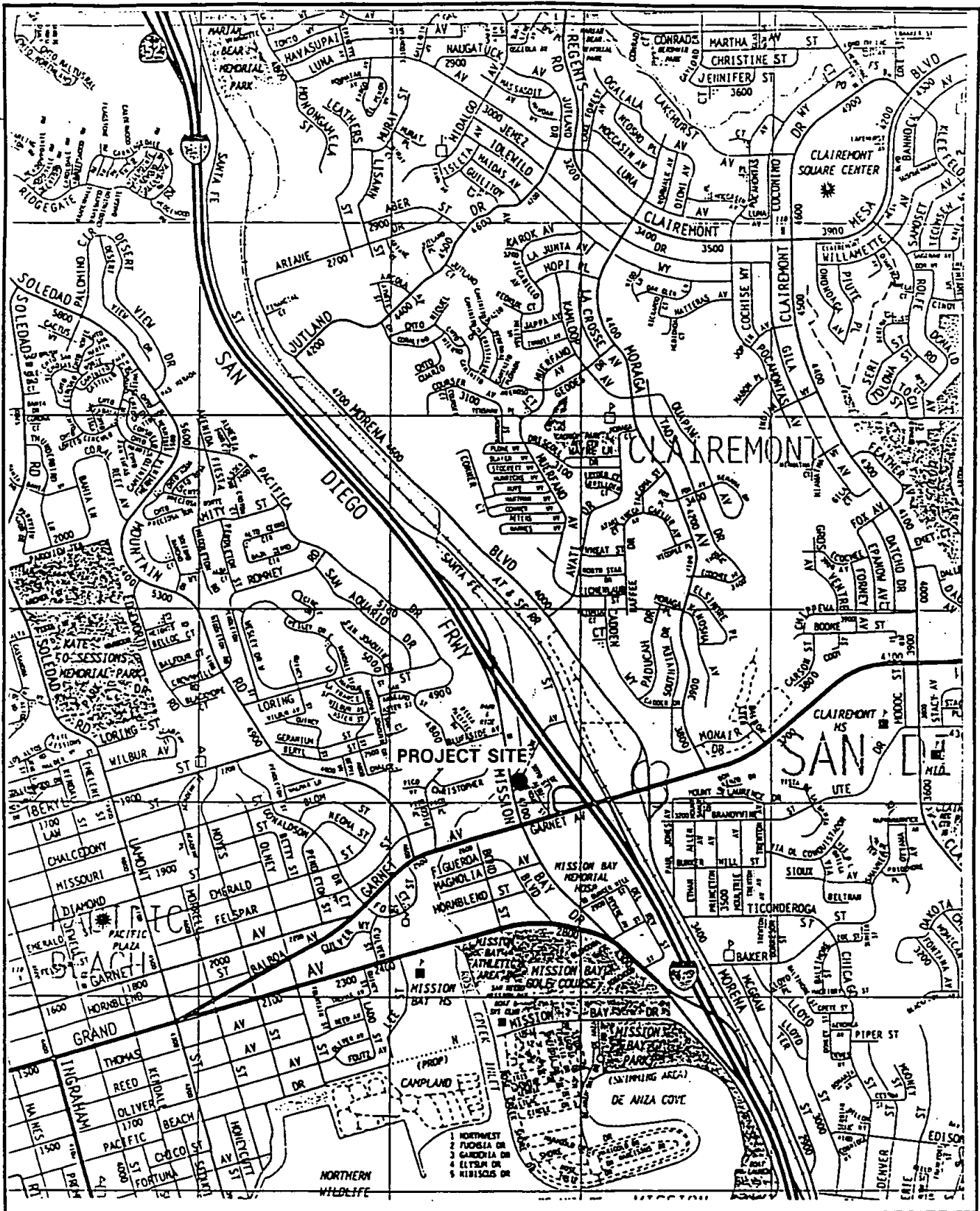
ATTACHMENT 1



Environmental Analysis Section

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

PACIFIC BEACH COMMUNITY PLANNING AREA



VICINITY MAP

Environmental Analysis Section

2-20

CITY OF SAN DIEGO • DEVELOPMENT SERVICES DEPARTMENT

ATTACHMENT 2

Locating a job center

It would not have the image of a hiring hall

It's sad but not surprising that a few small businesses in a commercial district on the edge of Pacific Beach are trying to halt a much-needed employment center on Mission Bay Drive.

Right now, migrant workers congregate every morning on a street corner at Balboa Avenue and Noyes Street in a residential neighborhood. They are looking for day jobs and waiting for prospective employers to pick them up. It's an untenable situation for residents, local businesses and the migrant workers themselves.



City Councilwoman Valerie Stallings came up with a solution: Open an employment center in a rather isolated area at a park-and-ride lot that is little used on Mission Bay Drive.

As usually happens with the best ideas these days, opposition sprang up. A car wash, an oil change garage and a hamburger shop hired attorneys to try to stop the project.

The attorneys are now busily trying to pick apart an environmental impact report that found there would be no significant harm to the vicinity from putting two small trailers on the postage-stamp-sized lot.

Perhaps those objecting to the employment center have a false image of what it will be.

The Pacific Beach center would be modeled after a successful program in Carlsbad run by SER/Jobs for Progress Inc., a nonprofit organization that's one of the largest employment and training agencies in the nation. SER/Jobs has been providing services in San Diego County since 1967.

SER officials point out that this will not be a hiring hall. It won't be anything like the casual labor pick-up location that now operates unofficially at Balboa and Noyes.

The Carlsbad agency is fully computerized and smoothly run, with a data base of about 1,500 employers and more than 1,300 workers. Employers don't have to go to the Carlsbad center; they just telephone, and SER dispatches workers. The workers themselves don't show up every day, because usually they're working jobs that may last for weeks or even become permanent. The center often can contact workers at home and tell them where to go for work.

In other words, unlike a hiring hall, there wouldn't be a crowd of people hanging around at the Pacific Beach center. There may be a dozen or so until the employment center closes each day at noon.

But they would hardly constitute a nuisance to the community.

Also, SER screens all applicants for immigration status. Illegal immigrants can't use the employment center. Most of the people hanging out on Balboa and Noyes are legal immigrants, anyway. The employment center would not be for migrants only, but for anybody needing a job.

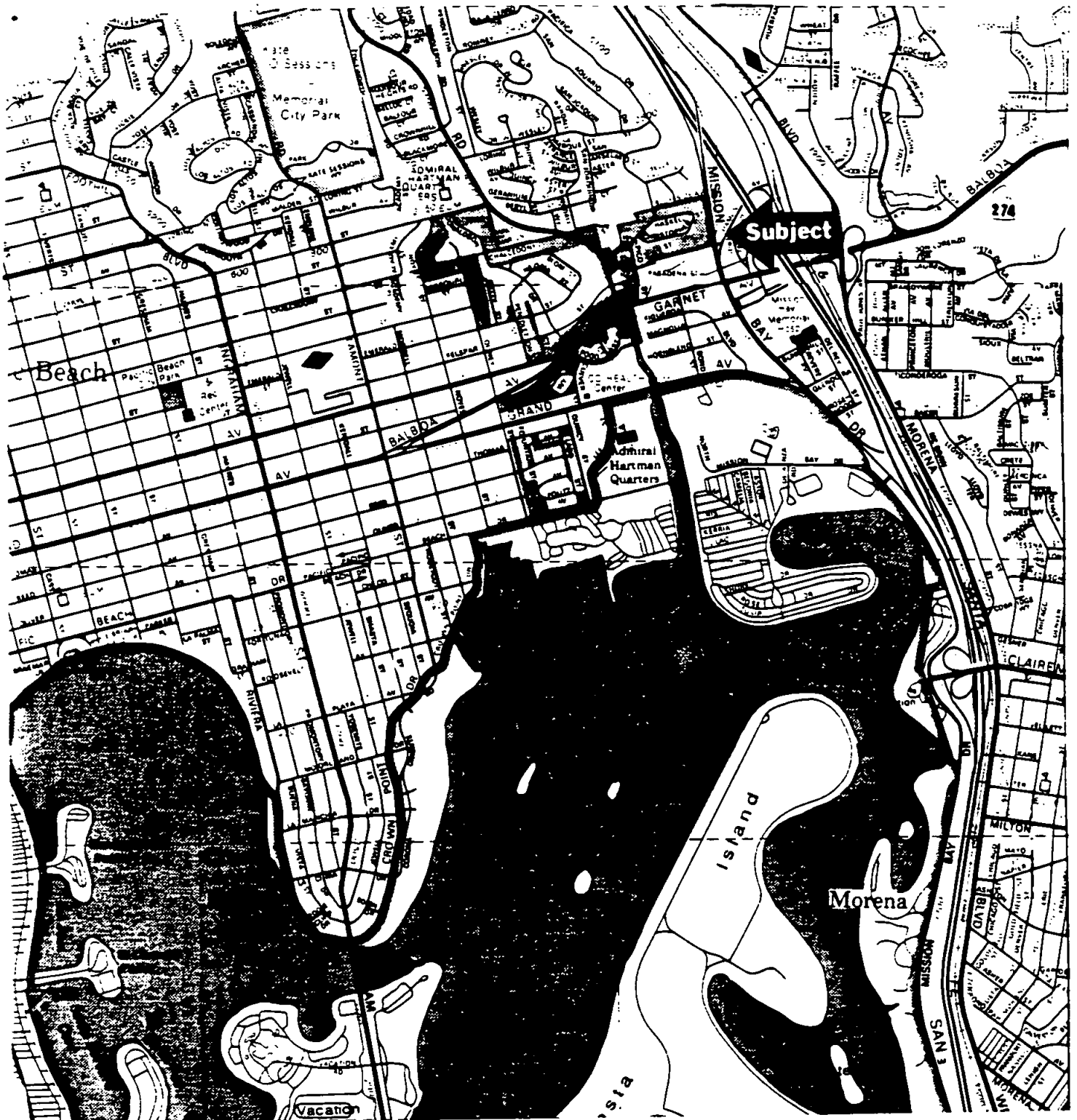
So, it would be a service for the entire community. The funds would come from state and local grants.

Those opposing the Pacific Beach Employment Center should re-examine their fears that this would be a chaotic, crowded hiring hall. Instead, they should see the employment center for the benefit that it would surely become to the community.

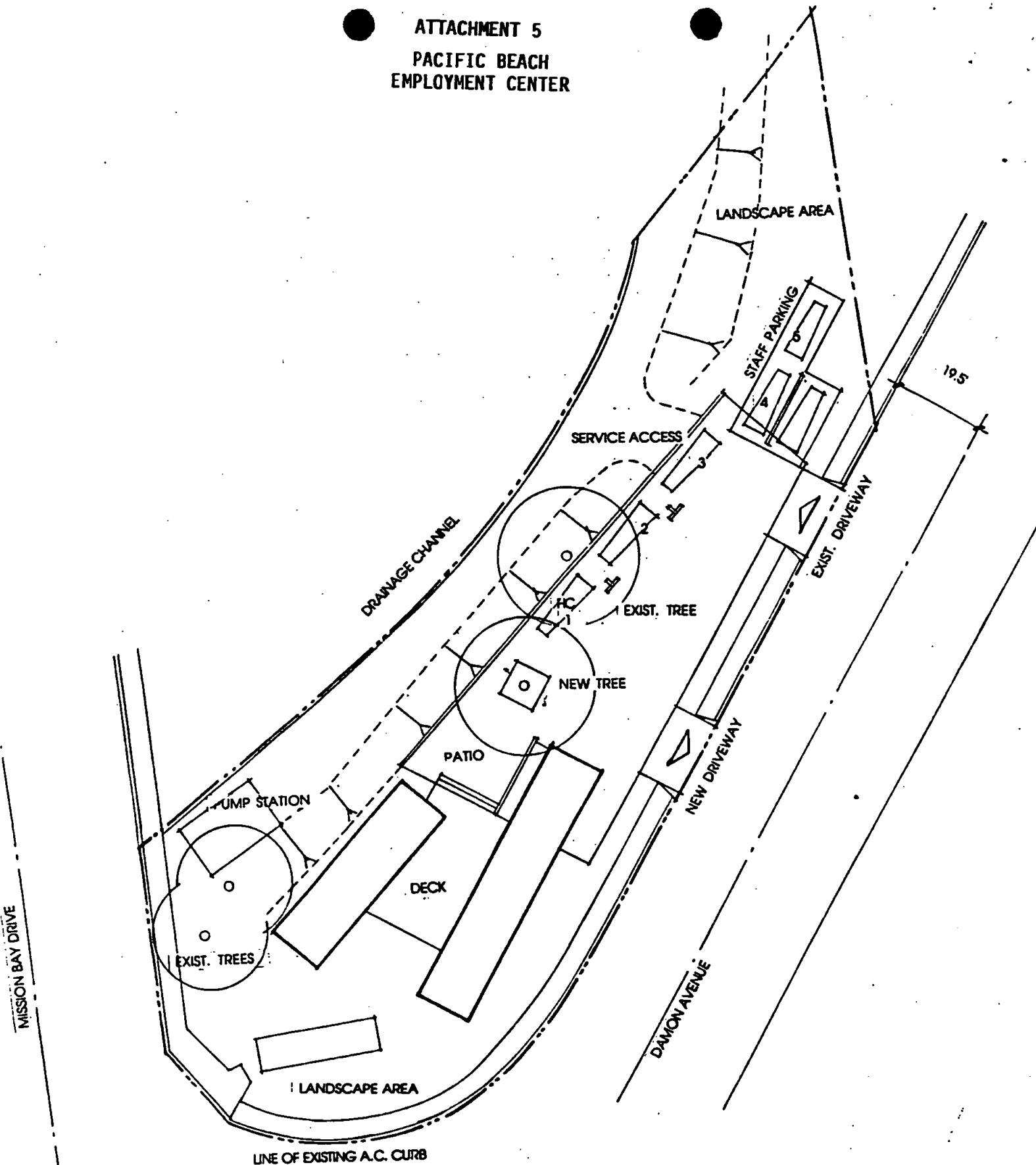
When the matter comes before the City Council next month, the council should reject the opponents' arguments and approve it.

ATTACHMENT 4

PROPOSED EMPLOYMENT CENTER SITE



ATTACHMENT 5
PACIFIC BEACH
EMPLOYMENT CENTER

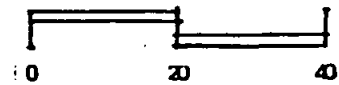


SITE PLAN

1" = 20'-0"

NOTE: THERE ARE NO OFF SITE IMPROVEMENTS OR GRADING REQUIRED

5-1



ATTACHMENT 6
BID INFORMATION

<u>COMPANY NAME</u>	<u>AMOUNT</u>	<u>RESPONSIVE</u>	<u>M/WBE</u>
Famania Construction Company	\$250,000.00	Yes	MBE
Castello, Inc.	\$329,000.00	Yes	No
Nieman Construction Company	\$348,000.00	No	No

ATTACHMENT 7

PACIFIC BEACH EMPLOYMENT CENTER ESTIMATED PROJECT COST

PREDEVELOPMENT COSTS

<u>Item</u>	<u>Costs</u>
Surveys	\$4,500
Soils	\$5,300
Environmental	\$10,000
Architectural Services	\$24,000
SER/Project Mgt. Fee	\$5,000
Contingency	\$1,200
Subtotal	\$50,000

Predevelopment Cost Total	\$50,000
Construction Cost Total	\$319,000
Total Development Cost	\$369,000

CONSTRUCTION COSTS

<u>Item</u>	<u>Costs</u>
Construction Bid	\$250,000
10% contingency	\$25,000
Subtotal	\$275,000
Signage Allowance	\$1,000
Lease Payment	\$3,000
Lease - Security Deposit	\$15,000
SER/Project Mgt. Fee (Construction)	\$25,000
Subtotal	\$44,000

Construction Cost Total	\$319,000
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SAN DIEGO HOUSING COMMISSION REPORT

1625 NEWTON AVENUE • SAN DIEGO, CALIFORNIA 92113-1038 • (619) 231-9400

DATE: For the Agenda of January 30, 1995

REPORT NO.: HCR 95-012

SUBJECT: Pacific Beach Employment Center (District Six)

SUMMARY

Issue: Should the Housing Commission approve a contract with San Diego County SER/Jobs for Progress, Inc. (SER) for project management services and authorize the expenditure of up to \$50,000 of allocated CDBG funds for predevelopment expenses?

Recommendation: It is so recommended.

Certificate of Funding Availability:

Certificate No:	95-103
Amount:	\$50,000
Revenue Source:	CDBG
Division:	Housing Development
Line Item:	Site Acquisition

Affordable Housing Impact: None with this action.

Environmental Review: Predevelopment costs are exempt from environmental review under the California Environmental Quality Act (CEQA) and the National Environment Policy Act (NEPA). Application for an Environmental Assessment (NEPA/HUD) Initial Study (CEQA) (DEP NO. 94-0371BG) was submitted to the City of San Diego on December 12, 1994. The estimated completion of the environmental review process is February 24, 1995.

Previous Related Action(s): On July 15, 1993, the Housing Commission approved the FY94 CDBG Agreement and recommended City Council approval. On December 6, 1993, the Council approved the CDBG agreement which included a \$275,000 allocation for a Pacific Beach Employment Center facility, which is the source of funds contemplated with this action. On February 22, 1994, the Housing Authority selected SER as the operator of the proposed Employment Center.

Future Related Action(s): Housing Commission and Housing Authority approval to expend CDBG funds for SER to develop and construct an Employment Center facility on the proposed City-owned site. A concurrent action will be docketed with City Council to approve a land lease with SER for the site.

Business Impact Statement: The Employment Center will provide employment placement services and job/language skills training for program participants seeking temporary or permanent work. Employer outreach by SER, the facility operator, will provide local businesses with a new employee resource within the Pacific Beach Community.

BACKGROUND

In FY94 and FY95, Councilmember Stallings allocated a total of \$522,000 to secure by lease, purchase, or construction an Employment Center facility. The purpose of this facility is to address the impacts of day laborers soliciting casual employment along transit corridors within the Pacific Beach community. These impacts have affected neighborhood residents, business owners, and traffic safety.

On October 29, 1993, the San Diego Housing Commission issued a Request For Proposals (RFP) for nonprofit organizations to operate an Employment Center within Council District Six. On February 22, 1994, the Housing Authority authorized the selection of SER as the facility operator of the Pacific Beach Employment Center. No facility or site was identified or recommended to the Housing Authority at that time.

Commission staff has been working closely with the City of San Diego's Real Estate Asset Department to identify a viable commercial building for lease or purchase within Pacific Beach. As an alternative, a vacant City-owned site at Damon Avenue and Mission Bay Drive has been identified (Attachment 1). Commission staff is proposing the use of the Damon Avenue site for the construction of a modular facility for the operation of the Employment Center.

DISCUSSION

Staff believes the Damon Avenue site is a viable location for the construction of modular structures for the operation of an Employment Center. Staff has worked with SER to submit an environmental application to the City's Development & Environmental Planning Section. To proceed with the project predevelopment work must be performed. Staff is recommending that SER be identified by the Commission as the project manager and be authorized to proceed with all necessary predevelopment work. The scope of the predevelopment work which SER will perform or contract for shall include: architectural design, site survey work, soil surveys,

environmental review, preparation of proposed project plans/budget, and close coordination of project development with the Pacific Beach community.

As the selected facility operator, SER is uniquely qualified to administer and supervise the predevelopment work required to design the facility which SER will operate. SER has more than 25 years of experience in the employment services and job training field. SER is extremely well qualified to operate an employment center facility which will assist, in part, the employment needs of the day laborer population. Currently SER operates the Carlsbad Hiring Center for the City of Carlsbad, a facility which has successfully resolved day laborer hiring problems previously experienced within Carlsbad. Staff's recommendation would select SER as a sole source to perform the project management services required to proceed with the Employment Center project.

Staff recommends that the Commission authorize the Executive Director to execute a contract in the form set forth in Attachment 2, subject to approval by General Counsel and the Executive Director. In addition, staff recommends the expenditure of up to \$50,000 of the CDBG funds allocated to the Pacific Beach Employment Center for predevelopment expenses incurred by SER for the design of the project.

It is anticipated that SER will perform the required predevelopment work and bring a proposed project design and budget before the Housing Commission and Housing Authority for approval. Staff estimates that the total project cost, including these predevelopment costs, would be in the range of \$350,000 to \$390,000. A preliminary cost estimate is contained in Attachment 3.

Respectfully submitted,



Robert J. Norris, Jr.
Deputy Executive Director

Approved by,



Elizabeth C. Morris
Executive Director

BATES:hm (HELEN\REPORTS\EMPL_CTR.HCI - 01/24/95)

- Attachments:
1. Proposed Employment Center Site
 2. Proposed Housing Commission Contract with SER
 3. Pacific Beach Employment Center - Estimated Project Cost

ATTACHMENT 1

PROPOSED EMPLOYMENT CENTER SITE



ATTACHMENT 2

SAN DIEGO HOUSING COMMISSION

AGREEMENT
WITH

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

Contract No. _____

THIS AGREEMENT is entered into this ____ day of _____, 1995,
between the Commission: SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, CA 92113
(619) 231-9400

and the Contractor: SAN DIEGO COUNTY SER/
JOBS FOR PROGRESS, INC.
3355 Mission Avenue, Suite 223
Oceanside, CA 92054
(619) 754-6500
President/CEO: George Lopez

101. DESCRIPTION OF WORK

Contractor shall manage the design and construction and operate an employment center within City of San Diego Council District Six to benefit day laborers, employers and the community at large, as generally described in the attached contract attachments, hereinafter "EMPLOYMENT CENTER SERVICES."

102. CONTRACT ATTACHMENTS

The above services shall be performed in accordance with the following listed documents which are attached hereto and made a part hereof:

General Provisions, Contract Attachment No. 1
Scope of Services, Contract Attachment No. 2
Fee Schedule, Contract Attachment No. 3

103. TIME OF PERFORMANCE

The Term of this Agreement is six (6) months effective January 1, 1995, and ending June 30, 1995.

104. COMPENSATION AND METHOD OF PAYMENT

a. Rates

For services performed under this Agreement, during the Term, the Commission shall pay the Contractor at the rates set forth in Contract Attachment No. 3, "Project Cost/Fee Schedule", attached hereto and made a part hereof.

b. Maximum Compensation

The total compensation for all work and services performed shall not exceed the sum of FIFTY THOUSAND DOLLARS (\$50,000.00). Contractor acknowledges that the Commission is under no obligation to compensate Contractor for services rendered or expenses accrued under this Agreement in excess of the maximum compensation specified above. It shall be the responsibility of the Contractor to monitor its activities to ensure that the scope of services specified in Contract Attachment No. 2 may be completed and no charges accrued in excess of the maximum compensation during the term of this Agreement. In the event that the work required cannot be completed within the amount specified, or it appears that the maximum compensation provided may be exceeded before the term of the Agreement expires, Contractor shall promptly notify the Commission in order that an extension of this Agreement, or modification thereof, may be initiated. The parties agree that the services and work set forth herein shall be paid by CDBG Funds to be received by the Commission from the City of San Diego.

c. Method of Payment

The Contractor shall submit in duplicate a requisition to the Commission specifying the amount due for services performed by the Contractor. Such requisition shall: (1) reference the contract number assigned hereto; (2) describe the services performed in detail and reference the section of the Scope of Services covered by this invoice; and (3) indicate the amount charged for the work performed. Such requisition for payment shall contain a certification by the Contractor specifying payment requested is for work performed in accordance with the provisions of this Agreement. Upon approval of the requisition, the Commission shall make payment by approximately the thirtieth day of a Given month if the requisition is submitted to the Commission no later than the first day of said given month.

Payments will be made to Contractor at the address given above.

/ / /

/ / /

105. NOTICES

Notices to the parties shall, unless otherwise requested in writing, be sent to the Commission and the Contractor at the addresses given above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first written above.

COMMISSION:

SAN DIEGO HOUSING COMMISSION

By: _____
Elizabeth Morris

Title: Executive Director

Date: _____

CONTRACTOR:

SAN DIEGO COUNTY SER/
JOBS FOR PROGRESS, INC.

By: _____
George Lopez

Title: President/CEO

Date: _____

APPROVED AS TO FORM:

By: _____
Charles B. Christensen, Esq.
General Counsel for
The San Diego Housing Commission

Date: January 20, 1995

CONTRACT ATTACHMENT NO. 1

200. GENERAL PROVISIONS

201. Status of Contractor

This Contract calls for the performance of the services of the contract as an independent contractor. Contractor will not be considered an employee of the Commission for any purpose.

202. Ownership of Materials and Documents

Any and all sketches, drawings and other materials and documents prepared by the Contractor shall be the property of the Commission from the moment of their preparation, and the Contractor shall deliver such materials and documents to the Commission whenever requested to do so by the Commission. However, the Contractor shall have the right to make duplicate copies of such materials and documents for his own file, or for other purposes as may be authorized in writing by the Commission.

203. Non-Disclosure

The designs, plans, reports, investigations, materials, and documents prepared or acquired by the Contractor pursuant to this Contract (including any duplicate copies kept by the Contractor) shall not be shown or disclosed to any other public or private person or entity directly or indirectly, except as authorized by the Commission. The Contractor shall not disclose to any other public or private person or entity directly or indirectly, any information regarding the activities of the Commission during the term of this Contract or at any time thereafter except as authorized by the Commission.

204. Conflict of Interest

(a) For the duration of this Contract, the Contractor will not act as a contractor or perform services of any kind for any person or entity which would conflict with the services to be provided herein, without the written consent of the Commission.

(b) A conflict occurs when circumstances known to the Contractor place the Commission and the Contractor's new client in adverse, hostile or incompatible positions wherein the interests of the Commission, the Authority, or the City of San Diego may be jeopardized. Contractor shall promptly notify the Commission in the event that such a conflict occurs.

(c) In the event of such a conflict, Contractor shall meet and confer with the Commission to agree upon modifications of its relationship with said new client or Commission in order to continue to perform services for said client and/or Commission without compromising

the interests of either. Should no agreement regarding modification be reached, Commission shall terminate its contract with Contractor.

(d) When consent has been given, Contractor shall endeavor to avoid involvement on behalf of said new client which would in any manner undermine the effective performance of services by Contractor for the Commission. Under no circumstances may Contractor convey, utilize, or permit to be utilized, confidential information gained through its association with the Commission for the benefit of any other client.

(e) Contractor agrees to alert every client for whom consent is required, to the existence of this conflict of interest provision and to include language in its agreement with said client which would enable Contractor to fully comply with its terms. This last paragraph shall not apply to existing clients of the Contractor for which Contractor has previously received the Commission's consent.

(f) This Agreement may be unilaterally and immediately terminated by the Commission if Contractor employs an individual who, within the twelve months immediately preceding such employment, in his/her capacity as a Commission employee, participated in negotiations with or otherwise had an influence in the selection of the Contractor.

205. Contractor's Liability

(a) The Contractor shall be responsible for all injuries to persons and for all damages to real or personal property of the Commission or others, caused by or resulting from the negligence of itself, its employees, or its agents during the progress of or connected with the rendition of services hereunder.

(b) Contractor shall defend, indemnify and hold harmless the Commission, the Housing Authority of the City of San Diego, the City of San Diego, and all officers and employees of each agency from any and all liability, claims, costs (including reasonable attorneys' fees), damages, expenses and causes of action:

- 1) for damages to real or personal property, or personal injury to any person resulting from the negligence of Contractor, its employees or its agents, including the negligence of the Commission, the Housing Authority of the City of San Diego, the City of San Diego; or
- 2) for any breach of any obligations, duties or covenants of Contractor under this Contract or transactions related to it.

(c) Contractor shall defend the Commission, the Housing Authority of the City of San Diego, and the City of San Diego with counsel of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego's choosing, at the cost and expense of Contractor.

(d) The indemnity set forth herein of Contractor to the Commission, the Housing Authority of the City of San Diego, and the City of San Diego shall not include the sole negligence or wilful misconduct of the Commission, the Housing Authority of the City of San Diego, and the City of San Diego, only.

206. Insurance

Contractor shall not commence work until Contractor has obtained, at its sole cost and expense, all insurance required under this Section. The insurance obtained must be approved by the Commission. Contractor agrees to the following:

(a) Contractor shall provide public liability and property damage insurance in the minimum amount of \$2,000,000 for injury to or death of one or more persons and/or property damage arising out of a single accident or occurrence, insuring against all liability of the City of San Diego, the San Diego Housing Authority, the San Diego Housing Commission or Contractor and its authorized representatives, arising out of or in connection with the Contractor's performance or work under this Agreement.

(b) Contractor shall purchase and maintain in full force and effect worker's compensation insurance for contractors, subcontractors, employees and agents in form and amount acceptable to the Commission during the full term of this Contract.

(c) Contractor shall provide automobile liability insurance on owned and non-owned motor vehicles used in the performance of services as detailed in the Scope of Services, both on site or in connection therewith for a combined single limit of bodily injury and property damage of no less than \$2,000,000 per occurrence.

(d) All insurance required to be purchased and maintained by the Contractor shall name the Housing Commission, the Housing Authority and the City of San Diego as additional insureds and shall contain cross-liability endorsements.

(e) The Contractor shall furnish to the Commission Certificates of Insurance evidencing the insurance carried in compliance with this Section. This Certificate shall contain a provision that at least 30 days' prior written notice shall be given to the Commission and shall be filed with the Commission in the event of cancellation, reduction or non-renewal of the insurance.

207. Correction of Work

The performance of services by the Contractor shall not relieve the Contractor from any obligation to correct any incomplete, inaccurate or defective work at no further cost to the Commission, when such inaccuracies are due to the negligence of the Contractor, provided such work has not been accepted in writing by an authorized representative of the Commission.

208. Equal Opportunity Programs

During the performance of this Contract, the Contractor agrees as follows:

(a) Contractor shall comply with the Equal Opportunity and Minority/Women/Disabled Veteran Enterprise Contracting Programs, under state and federal law, including, but not limited to, Public Contract Code Section 10115 et seq., for all work to be performed by the Contractor for the Commission.

(b) Contractor, and each Subcontractor, if any, shall fully comply with and 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 law and regulations hereinafter enacted.

(c) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or handicap.

(d) Contractor 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 Contract and debarment from participating in Commission projects for a period of not less than one (1) year.

209. Cost Records

In accordance with generally accepted accounting principals, the Contractor shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to the inspection of the Commission or to the appropriate federal agencies after reasonable notice, and at reasonable times.

210. Subcontracting

(a) No services covered by this Contract shall be subcontracted without the prior written consent of the Commission.

(b) In order to obtain consent, Contractor shall submit a list of all potential subcontractors, and a description of work to be performed by each subcontractor, to the Commission. Once this list has been approved, no changes to the list will be allowed except by written approval of the Commission.

(c) The Contractor shall be as fully responsible to the Commission for the acts and omissions of his subcontractors, and of persons directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

211. Assignability

(a) The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the Commission.

(b) Claims for money due or to become due to the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institutions, or to a Trustee in bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

212. Changes

The Commission may, from time to time, request changes in the Scope of Services of the Contract to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon, by and between the Commission and the Contractor, shall be incorporated into this Contract.

213. Documents and Written Reports

The Contractor, when preparing any document or written report for or under the direction of the Commission or the City of San Diego, shall comply with the provisions of Government Code Section 7550, to wit:

"(a) Any document or written report prepared for or under the direction of a state or local agency, which is prepared in whole or in part by non-employees of such agency, shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of such document or written report; provided, however, that the total cost for work performed by non-employees of the agency exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of such document or written report.

(b) When multiple documents or written reports are the subject or product of the Contract, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports."

214. Termination

This Contract may be terminated by the Commission after one hundred and twenty (120) days written notice to Contractor, the effective date of cancellation being the 120th day after said written notice with no further action required by either party.

215. Attorneys' Fees and Costs

If any legal action or any arbitration or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees and other costs incurred in that action or proceeding, in addition to any other relief to which it or they may be entitled.

216. Entire Agreement

Contract represents the sole and entire agreement between the Commission and supersedes all prior negotiations, representations, agreements, arrangements or understandings, either oral or written, between or among the parties hereto, relating to the subject matter of this Contract, which are not fully expressed herein. No waiver, alteration, or modification of any of the provisions in this Contract shall be binding unless in writing and signed by a duly authorized representative of both the Commission and the Contractor.

217. Partial Invalidity

If any term, covenant, condition or provision in this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions of this Contract shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

218. Contract Governed by Law of State of California

This Contract and its performance and all suits and special proceedings under this Contract shall be construed in accordance with the laws of the State of California. In any action, special proceeding, or other proceeding that may be brought arising out of, under, or because of this Contract, the laws of the State of California shall be applicable and shall govern to the exclusion of the law of any other

forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

219. Interest of Member of Congress

No member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit to arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

220. Interest of Current or Former Members, Officers, Employees

No member, officer or employee of the Commission, no member of the governing body of the locality in which the work is situated, no member of the governing body in which the Commission was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the assignment of work, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceedings thereof. Any violation of this Section shall result in unilateral and immediate termination of this Contract by the Commission.

221. Drug-Free Workplace

Contractor shall verify to the Commission that it will provide a drug-free workplace and do each of the following:

1. Publish a statement notifying its employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance as defined in schedules I-V of Section 202 of the Controlled Substance Act (21 U.S.C. 812) is prohibited in Contractor's workplace and specify the actions that will be taken against employees for violation of the prohibition.
2. Establish a drug-free awareness program to inform employees about all of the following:
 - (a) The dangers of drug abuse in the workplace.
 - (b) The Contractor's policy of maintaining a drug-free workplace.
 - (c) Any available drug counseling, rehabilitation and employee assistance program.

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

3. Post the statement required by subdivision 1 in a prominent place at Contractor's main office and at any job site large enough to necessitate an on-site office.

222. Labor Provisions

It is the responsibility of the Contractor to be fully aware of, and comply with, every requirement under Federal and State law pertaining to labor provisions.

223. Warranty of Authority and Status

The Contractor, by executing this Agreement, warrants that it has full power and authority to execute this Agreement and that it does so pursuant to a valid resolution and/or resolutions of the Board of Directors of said Contractor. Further, the Contractor warrants that it is a validly existing corporation in good standing in the State of California and is a valid tax exempt corporation as determined by the Internal Revenue Service and the Franchise Tax Board and that the Contractor does now, and will during the term of this Agreement, maintain such tax exempt status.

224. Breach

Contractor's failure to timely complete the services set forth in Contract Attachment No. 2 and/or the breach by the Contractor of any of its duties and obligations under its ground lease with the City of San Diego shall also constitute a breach of the terms and conditions of this Agreement. Commission shall be entitled to seek and collect any and all damages that result from such breach(es), including attorneys' fees, costs of suit and expert witness fees.

CONTRACT ATTACHMENT NO. 2

300. SCOPE OF SERVICES

Contractor shall perform those services and provide that work set forth at length in Contract Attachment No. 3, which is incorporated herein by reference.

CONTRACT ATTACHMENT NO. 3

Project Cost/Fee Schedule

The Services will be provided as set forth herein and Contractor shall be compensated for actual Predevelopment Costs of the Employment Center facility. The following Predevelopment Costs shall be paid to the Contractor as and when services and work are performed by or for the Contractor. Contractor shall receive a \$5,000 payment as and for its compensation for the Predevelopment work and services (See Scope of Work Section 5 below).

Predevelopment Costs

<u>Description of Service or Work Performed</u>	<u>Itemized Costs</u>
1. Architectural Services	\$24,000
2. Geological Reconnaissance & Soils Reports	\$ 5,300
3. City Engineering Department - Surveys site survey work and composite drawing	\$ 4,500
4. Environmental Review Submittal	\$10,000
5. Contractor Predevelopment Project Management Fee -	\$ 5,000
6. Contingency	\$ 1,200

ATTACHMENT 3

PACIFIC BEACH EMPLOYMENT CENTER ESTIMATED PROJECT COST

PREDEVELOPMENT COSTS

Item	Estimate
Surveys	\$4,500
Soils	\$5,300
Environmental	\$10,000
Architectural Services	\$24,000
SER/Project Mgt. Fee	\$5,000
Contingency	\$1,200
Subtotal	\$50,000

Predevelopment Cost Total	\$50,000
Construction Cost Total	\$341,380
Estimated Total Project Cost	\$391,380

CONSTRUCTION COSTS

Item	Estimate
Modular Buildings	\$85,000
Grading	\$30,000
Foundation	\$5,000
Site Utilities - Electrical	\$5,000
Site Utilities - Water & Sewer	\$15,000
Site Flatwork/Paving/Driveways	\$15,000
Storm Drain Box/Tie-In	\$8,000
Masonry Wall	\$5,000
Landscaping	\$15,000
Wood Deck/Ramp	\$15,000
Awnings	\$5,000
Skylight Assembly	\$4,000
Supervision	\$15,000
Subtotal	\$222,000

Davis-Bacon Wage ADD (20%)	\$44,400
Insurance	\$3,774
Contractor Overhead/Profit (6%)	\$13,546
Bond	\$7,660
Building Permits & Utility Fees	\$25,000
SER/Project Mgt. Fee (Construction)	\$25,000
Subtotal	\$119,380

Construction Cost Total	\$341,380
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(HA-94-26)

HOUSING AUTHORITY OF
THE CITY OF SAN DIEGO
RESOLUTION NO. 00684
ADOPTED ON FEB 22 1994

WHEREAS, on May 24, 1993, the San Diego City Council ("Council") approved a Fiscal Year 1994 Community Development Block Grant (CDBG) Budget which included \$275,000 to fund securing a facility for operation of an Employment/Work Center Project within Council District 6; and

WHEREAS, on December 6, 1993, the Council approved the Fiscal Year 1994 CDBG Agreement with the San Diego Housing Commission which included a \$275,000 allocation for securing a facility for operation of the Work Center Project; and

WHEREAS, the San Diego Housing Commission issued a Request for Proposals (RFP) to select a nonprofit organization to operate a Work Center; and

WHEREAS, an Evaluation Panel was impaneled to recommend to the Housing Commission or Authority the selection of a nonprofit operator of the Work Center; and

WHEREAS, the Evaluation Panel recommends the selection of San Diego County SER-Jobs For Progress ("SER") as the Work Center Operator; NOW, THEREFORE,

BE IT RESOLVED, that the City of San Diego Housing Authority authorizes the selection of SER as the operator of the Pacific Beach Work Center.

Passed and adopted by the Housing Authority of the City of San Diego on FEB 22 1994 by the following vote:

Commissioners	Yeas	Nays	Excused	Absent
Harry Mathis	[✓]	[]	[]	[]
Ron Roberts	[✓]	[]	[]	[]
Christine Kehoe	[✓]	[]	[]	[]
George Stevens	[✓]	[]	[]	[]
Barbara Warden	[✓]	[]	[]	[]
Valerie Stallings	[✓]	[]	[]	[]
Judy McCarty	[]	[]	[]	[✓]
Juan Vargas	[✓]	[]	[]	[]
Susan Golding Chair	[✓]	[]	[]	[]

AUTHENTICATED BY:

Susan Golding

Chair of the Housing Authority
of the City of San Diego, California

Elizabeth Morris

Acting Executive Director
of the Housing Authority of the City of
San Diego, California

Kathleen Houck

Deputy Secretary of the Housing Authority
of the City of San Diego, California

[SEAL]

I HEREBY CERTIFY, that the above and foregoing is a full, true and correct copy of RESOLUTION NO. 00684 passed and adopted by the Housing Authority of the City of San Diego, California, on

FEB 22 1994

By:

Kathleen Houck
Deputy Secretary



HOUSING AUTHORITY

OF THE CITY OF SAN DIEGO

REPORT TO THE HOUSING AUTHORITY

TO: Chair and Members of the Housing Authority

FROM: Elizabeth Morris, Acting Executive Director

DATE: For the Agenda of February 22, 1994

SUBJECT: Selection of Operator for a Work Center Facility (District 6)

SUMMARY

Issue - Should the Housing Authority accept the recommendation of the Housing Commission's Review Panel and select San Diego County SER/Jobs for Progress Inc. to operate a Work Center facility within the Pacific Beach Community and Council District 6.

Recommendation - It is so recommended.

Fiscal Impact - None with this action. FY94 budget allocates \$275,000 in Sixth District Community Development Block Grant (CDBG) monies to secure a facility for operation of a Work Center Project. Upon selection, SER will seek to raise operating funds from non-Housing Commission sources.

Housing Affordability Impact - None with this action.

Previous Related Actions - On May 24, 1993, Council approved an FY94 CDBG package which included \$275,000 to fund securing a facility for a Work Center project within District Six. On July 15, 1993, the Housing Commission approved the FY94 CDBG Agreement and recommended City Council approval. On December 6, 1993, the Council approved the CDBG agreement which included a \$275,000 allocation for the Sixth District Work Center facility.

BACKGROUND

On October 29, 1993, the San Diego Housing Commission issued a Request For Proposals (RFP) for nonprofit organizations to operate a Work Center within Council District Six. As

stated in the Invitation To Bid, the intent in issuing the RFP was to respond to problems in the Pacific Beach Community associated with day laborers congregating along several high traffic corridors to secure employment from passing motorists. This activity has caused severe littering, loitering, and traffic safety problems, negatively impacting the adjacent neighborhood and businesses (Attachment 1).

The scope of this action is to select a nonprofit organization to operate the proposed Work Center to provide a systematic order for matching employers with day laborers. At a future date a Work Center facility will be secured by either lease or purchase utilizing the available Sixth District CDBG funding.

DISCUSSION

On November 17, 1993, bids were opened and on November 22, 1993, an evaluation panel (Attachment 2) met to evaluate and rank the two submitted proposals, one from San Diego County SER, and one from Catholic Charities. At this time the two RFP respondents, SER and Catholic Charities, presented 30-minute oral presentations to clarify their respective written proposals (Attachments 3 and 4).

Attachment 5 shows the scores and ranking of the proposals by the evaluation panel and, in addition, details specific advantages and disadvantages to each proposal as indicated by panel members.

RECOMMENDATION

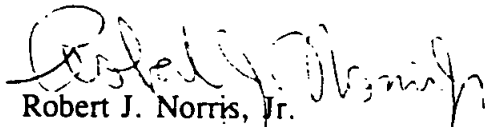
Based upon total score and overall rank, it is recommended that the Housing Authority approve the Evaluation Panel's selection of SER-Jobs For Progress to operate a Pacific Beach Work Center.

Staff believes SER's employment development strength and commitment to secure financing warrants their selection to operate the Work Center. Staff concurs with the evaluation panel's conclusion that SER's employment development expertise and hiring center experience in Carlsbad is more critical to the success of the Pacific Beach Work Center than the financial commitment of Catholic Charities.

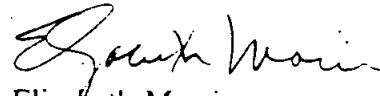
If SER is approved as the Work Center operator, staff will negotiate with SER the final scope of work and site location and will return to the Commission for contract approval.

For the Housing Authority Agenda of February 22, 1994
Selection of Operator for a Work Center Facility
Page 3

Respectfully submitted,


Robert J. Norris, Jr.
Deputy Director

Approved by,


Elizabeth Morris
Acting Executive Director

BATES:HM\REPORTS\Work_CTR.HA

- Attachments:
1. Invitation to Bid
 2. Evaluation Panel Members
 3. Catholic Charities Proposal Summary & Operating Budget
 4. SER's Proposal Summary & Operating Budget
 5. Panel Evaluation - Summary and Comments

I. INVITATION TO BID

Councilmember Valerie Stallings and the San Diego Housing Commission are soliciting proposal(s) from nonprofit social service agencies to fund and operate a Work Center for day laborers and employers in Council District Six (see Attachment A).

The City of San Diego, like many other communities in Southern California, is experiencing an increase in the number of day laborers who congregate in predominantly residential and retail areas in search of employment. Typically, day laborers gather at curbsides adjacent to streets with a high traffic volume, in an attempt to secure employment from passing motorists. The types of negative impacts which have been identified with the congregating of day laborers include: littering problems, loitering, and traffic safety.

In the Pacific Beach Community specifically, the congregating of day labors along several traffic corridors has negatively impacted the adjacent neighborhoods and businesses.

To respond to these problems associated with day laborer hiring, the City of San Diego seeks to purchase or lease an appropriate property to establish a Work Center. The Work Center will provide a structured environment on a neutral site for employers with specific needs to identify day workers for employment.

The intent of this procurement is to select a nonprofit organization which will operate the proposed Work Center to provide a systematic order for matching employers with day laborers to reduce the negative impacts on the adjacent community. The selected organization would provide outreach services, site staffing and supervision.

(See Section III Specification for a more detailed description of the scope of services required.)

Interested and qualified nonprofit organizations which have successfully demonstrated their ability to perform comparable work are invited to submit proposals. Prior experience in operating a job referral facility or serving the Spanish speaking population is desired, but is not required. The selected organization must have achieved 501(c)(3) nonprofit status and must provide on-site bilingual capabilities.

An evaluation panel will be selected to review and evaluate all proposals. The evaluation panel will make a recommendation to the Housing Commission through a staff prepared report.

Request for Proposal packages with complete instructions to respondents are available from the Commission office:

**San Diego Housing Commission
1625 Newton Avenue
San Diego, California 92113**

Contact: Housing Development Division

(619) 525-3635

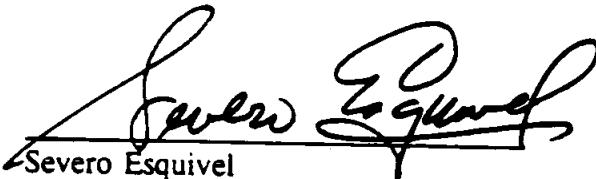
Sealed proposals marked "Six District Work Center Proposal -- Do Not Open" will be received until Wednesday, November 17, 1993, at 5:00 P.M. "Close of Business" at the Housing Commission's Newton Avenue office. No proposal will be accepted after the deadline set forth above. Any proposal received after that deadline will be returned to the submitter unopened. Respondents must include an original and seven copies of proposal documents.

A pre-proposal conference will be held on Wednesday, November 3, 1993, at 3:30 p.m. at the Housing Commission Newton office to answer questions regarding the bid package and equal opportunity program requirements. All prospective bidders are urged to attend. Attendance or lack of attendance on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid package or all addenda thereto.

The Commission reserves the right to award contracts to multiple bidders, to reject any or all bids, to waive any informalities in the specifications or bidding process or to cancel in whole or in part this Request for Proposals if it is in the best interest of the Commission to do so.

Any bidder may withdraw his/her bid either personally, by written request or by telegraphic request at any time prior to the scheduled closing time of receipt of bids. NO BID shall be withdrawn for a period of ninety (90) days subsequent to the opening of bids without consent of the Board of Commissioners, San Diego Housing Commission.

SAN DIEGO HOUSING COMMISSION


Severo Esquivel
Deputy City Manager

10-28-93
Date

Attachment 2
Work Center RFP Evaluation Panel

Greg Lutz, Pacific Beach Community Planning Group
R.B. Bogstad, Pacific Beach Town Council
Debra Fallon, Pacific Beach Business Improvement Association
Bill Cummings, business owner
Officer Schuyler Boyce, San Diego Police Department
Denise Macias, San Diego Housing Commissioner
Gary Rotto, Council District Six Representative

B. PROPOSAL

Bidders must develop and submit a proposal to finance and operate the proposed Work Center. Each proposal must respond to the requirements identified in the "Specifications" and "Submittal Instructions" Sections (see Sections III and IV) of this RFP.

JOB TITLE: Work Center

CATHOLIC CHARITIES is proposing to establish and operate a Work Center for men and women day laborers in Pacific Beach. The Center, using the successful City of Brea Job Center model, will facilitate matching those who need workers with those who are seeking work.

ORGANIZATION:

Catholic Charities is a non-profit organization established in 1919 to provide social services in San Diego and Imperial Counties. Catholic Charities is committed to empowering and enabling people to develop and fulfill their potential in physical, emotional, social and spiritual realms of life.

Catholic Charities is an advocate for the poor and/or oppressed in order to achieve justice and charity within the structure of our society.

NEED:

San Diego County is faced with a problem that plagues many cities throughout the United States: the problem associated with day workers congregating on city streets and strip malls in an attempt to solicit jobs. The problems that arise are: a perception by many that they are not safe and that those seeking work may harm them, the exploitation of workers regarding wages, working conditions and hours, littering problems, loitering and traffic safety.

PURPOSE:

The Work Center will provide a central, non-threatening site for day laborers to meet with employers. It will establish a gathering place that is safe and with sanitation facilities where laborers can negotiate a just wage and provide for a dignified way for employers to hire workers.

ESL classes, job training and information and referral services can also be provided at the Work Center.

APPROACH:

Catholic Charities will take these steps to do this project:

1. Organize a volunteer committee
2. Promote Center concept within the Pacific Beach community
3. Obtain necessary local permits after site is secured

4. Secure a mobile unit to use as an office and portable toilets (if no building on site)
5. Market Work Center and its services
6. Outreach to day laborers and employers
7. Implement program using Brea model (see attached Policy and Procedures outline)

Our Center will utilize a model that emphasizes facilitation. It requires little paperwork, minimal site preparation and high participant involvement.

MANAGEMENT:

Catholic Charities has a long and distinguished history of providing service that is innovative, cost-effective and well managed. We have consistently been a leader in developing models of service delivery that are on the cutting edge. We believe that with our expertise and the excellent Brea Job Center model we will once again provide an exemplary and much needed service. Catholic Charities currently manages two homeless men shelters, two homeless women shelters and a day center for homeless women. These and our three emergency assistance programs already provide job information services. Catholic Charities will employ a bilingual, bicultural staff to run the work center.

VOLUNTEERS:

The Work Center will utilize volunteers to promote the work of the Center and to provide specific enrichment activities such as ESL classes, specialized job training or skill enhancement and information and referral services. Catholic Charities has gained support of local leaders and will be able to develop a volunteer core for the Work Center.

FUNDING:

The Catholic Charities Corporate Board of Directors has committed start up funds for this project. We will seek private grants along with future CDBG funding and other appropriate federal and state funds.

EVALUATION:

Each day laborer and prospective employer will have a card file. Notations will be made when the two are matched. Follow-up calls will be made and monthly and quarterly reports will be submitted to the Executive Director. Monthly financial reports will be generated by the Accounting Department and will be monitored by the Finance Committee of the Catholic Charities Corporate Board.

IMPACT:

The Work Center will enable Catholic Charities to develop a program that is consistent with our mission. It will enable workers to secure employment at a safe site that is designed specifically to facilitate workers and employers. The community will benefit from a central job site by not seeing groups of workers standing on a corner or in a mall. The employer will have a convenient, non-threatening place to hire a person at work.

CITY OF BREA JOB CENTER MODEL

POLICY AND PROCEDURES

The Brea Job Center is a service to the community, free to the employer and to the worker. Users of the Brea Job Center must follow rules and regulations. (Note: Failure to comply with any one rule or procedure may result in disqualification for that day.)

Policy

1. The Brea Job Center operates on a strict, but simple lottery system.
2. Workers must be over 18 years of age.
3. Those who use the Center should line up outside no earlier than 6:00 a.m. when the Center opens. All numbers are given by 6:30 a.m. or by the end of the line, whichever comes later. After this, men will not get signed up that day.
4. Numbers are pulled at random and recorded on a sign up sheet along with names.
5. Workers must have their monthly card, otherwise they will not be allowed to go out to work.
6. After sign ups are done, workers wait until employers arrive.
7. Workers go up to work according to the sign up list, except when the employer is requesting specific skills, such as English, bricklaying, roofing, carpentry, etc. If more than one qualifies, the closest in the line on the sign up sheet will go. (Note: Size and strength are not skills and employers will be discouraged from making a selection based on these factors.)
8. So that everyone has a better opportunity to work, the list is divided into three equal parts, example: 1, 40, 120. (When the employer arrives, number 1 will be called, then 40, 120, then 2, 41 and 119.)
9. Workers are not to crowd around or lean on employers' vehicles when they enter the Job Center.
10. Six numbers will be given out to those with the longest time without work. If everybody has worked or too many have not worked, then those six numbers will be given out according to the sign up sheet.

11. All employers are to be given a copy of the Requirements Federal Insurance Reference and Control Act of 1986 APA.
12. All workers will be given a copy of the Workers Right booklet.

Procedures

1. Workers must maintain the Center by keeping it clean (including the bathroom).
2. Numbers cannot be traded under any circumstances.
3. There is no cutting in line and no spaces reserved.
4. The Center is a place of employment. There is no laying down anywhere on the grounds.
5. There is to be no gambling at any time.
6. No soliciting of any type is allowed in the Center.
7. No selling is allowed.
8. Workers must remain inside the Center and available to work.
9. Workers are asked to help the staff in Center related activities.
10. Office is "off limits" to workers except when talking with staff.
11. Workers must be present when his/her number is called. If not, worker will lose his/her number for that day. No exceptions.
12. Center staff will do a brief interview with the employer, asking his needs and pay rate offered, BUT the worker must get information about the employer, such as license plate number, name, address of workplace and hours worked. Workers need to know these things about the people they work for.

Everyday is a new day with a new list and more opportunities to work; but the same rules apply.

(Continued)

3-5

D. OPERATING BUDGET SHEET

Itemize below the staffing and operating costs which will be financed by the nonprofit operator. A total proposal cost must also be provided on the Operating Budget Sheet. Attach additional pages if needed.)

<u>Description of Work & Funding Source</u>	<u>Time for Work Performance</u>	<u>Costs</u>
Expenses		
Salaries (1.5 FTE employees)	1 year	\$ 30,000
Fringe Benefits/Payroll Taxes	1 year	6,000
Rent (Trailer)	1 year	6,000
Insurance	1 year	200
Telephone	1 year	1,800
Utilities (electricity, gas, water)	1 year	1,800
Office Supplies	1 year	1,200
Printing and Reproduction	1 year	600
Transportation (bus tokens)	1 year	1,200
Miscellaneous	1 year	1,200
Administration (9.5% of Direct Exp.)	1 year	4,750
Volunteers (In-Kind)	1 year	26,520

TOTAL PROPOSED COST \$81,270.

SUMMARY

District Six has identified a Work Center as a solution to a serious community problem centering on the gathering of day laborers seeking employment on local street corners. A similar condition existed in the City of Carlsbad four years ago. In order to organize the orderly exchange of labor and address the concerns of local citizens and businesses, Carlsbad contracted SER to operate their Hiring Center. (Please see Attachment No.1) Well over a thousand employers and more than three thousand job seekers have been served to date. (Please see Attachment No.2) SER believes that we can build on the Carlsbad success to develop an orderly labor exchange for District Six. SER has the experience, the knowledgeable management, the cooperation of the Employment Development Department and the San Diego Consortium and Private Industry Council and the acceptance of workers and employers in North San Diego County (Please see Attachment No. 3 & 4).

San Diego County SER/Jobs for Progress, Inc. proposes to operate the Work Center for day laborers and employers in Council District Six providing a structured environment for employers with specific needs to identify, interview and offer employment to day laborers in an organized and efficient manner.

The City of San Diego, Council District Six, will purchase or lease an appropriate property to establish the Work Center within Pacific Beach, at no cost or minimal cost to the non-profit operator.

HOURS OF OPERATION

The Work Center will operate from 6:00 A.M. to 12:00 Noon, Monday through Saturday.

PUBLIC RELATIONS

SER will work with the City of San Diego, Council District Six to initially outreach to Pacific Beach community groups and businesses to inform the community about the purpose and operation of the Work Center. and to respond to any issues identified.

SER will outreach on a semi-annual basis to the Pacific Beach Community Planning Group, Pacific Beach Town Council and the Pacific Beach Business Improvement Association.

SER will continually outreach to day laborers and employers to market the services provided for them through SER's management of the Work Center.

SER will insure that all public media contacts relating to the Work Center are screened through SER staff. All contacts with day laborers and employers will be handled by SER staff consistent with our program objectives.

PROGRAM

The operational program will consist of the following:

- I. Registration of employment applicants. (Attachment No.5)
- II. Employer reception. (Attachment No.6)
- III. Match employer needs to applicant abilities. (Attachment No.7)

I. REGISTRATION OF EMPLOYMENT APPLICANTS

The applicant registration process will provide the applicant ability data base. It will consist of the following:

1. Name, address and phone or message number.
2. Employment eligibility documentation. (If available)
3. Specific job skills and length of competence.
4. Languages spoken and level of competencies.

II. EMPLOYER RECEPTION

Employer seeking laborers will be asked to furnish the following information:

1. Company name, address and phone number.
2. Type of industry.

III. MATCH EMPLOYER NEEDS TO APPLICANT ABILITIES

Registered applicants will be referred to appropriate employment opportunities based on an equitable priority system:

1. There will be daily matching of workers to jobs.
2. Registration of workers will be required before matching.
3. Each morning the Placement Specialist will put the exact amount of numbers on a container as there are applicants present. The number pulled from the container will determine the referral priority when job requirements are met. Those who arrive after the "lottery" will be referred on a first-come first-serve basis.

DISCLAIMER

Employers will be notified, orally and in writing, that it is their responsibility to verify the worker's legal right to work.

SUPPORTIVE SERVICES

Linkages will be established with appropriate community agencies to offer on-site or referral service for health, training, public and social service needs as necessary and available.

INFORMATION SYSTEM

Registrations and job orders will be entered into the information system in order to produce reports essential to secure necessary public and private funding.

SER/Carlsbad Hiring Center
5958 El Camino Real
Carlsbad, CA 92008
(619) 929-8121

The concept of the City of Carlsbad's Hiring Center was first proposed by Mayor Bud Lewis in February of 1990, in order to offer a positive solution to public complaints of farm workers and day laborers looking for work on street corners and at local markets.

In March of 1991, the City of Carlsbad contracted San Diego County SER/Jobs for Progress, Inc. to operate the Hiring Center from 6:00 AM to 11:00 AM Mon-Fri. and 7:00 AM to noon on Saturdays. \$46,000 was allocated for the 1st six months of operations.

Through effective outreach efforts prior to opening by both SER and City of Carlsbad staff, job seekers and job providers responded immediately. Particularly noteworthy was the Upper Deck Card Company, who called us our 1st day operations announcing 150 openings in both production and administration. We placed 35 people in permanent positions during our first week. Employers called to register because the services were free and employment authorization was verified. A large corporation in Iowa hired twenty-five workers and a company in Tennessee hired six permanent workers with more to follow.

As the news spread on job placements more employees came to register, people with all types of experience from secretarial to electronic engineering skills came to drop off their resumes.

On November 12, 1991 the decision to extend the contract for a second 6 month period was approved with a small modification of the operation hours to 7AM to noon, Mon-Sat.

A solicitation of supportive services by SER staff has reaped tremendous benefit for our clientele. The Brother Benno Foundation of Oceanside, CA has produced 20 sack lunches daily for employer and both parties express their appreciation for the consideration and convenience. Any lunches still available at the close of day (12 noon) are given to those still on site. For some this is their meal for the day. The San Diego Food Bank was instrumental in the success of our Thanksgiving and Christmas Food Drives. Again, SER staff themselves were very generous in contributing food and clothing for our clients.

Our six month report was issued 1/15/92 and was very well received by both the City of Carlsbad, SER and the State of California's Employment Development Department (EDD) staff. EDD approached SER with an offer of a representative staffing the Hiring Center during operating hours Mon-Fri. SER accepted the proposal and the complement and in February of 1992 an EDD rep was assigned to the Carlsbad Hiring Center. The partnership has already proven valuable in response to the collaborative efforts most funding source are requiring these days.

Many public service agencies have added our location to their field representatives' outreach routes, examples are the Social Security Administration, the California Highway Patrol and the Mexican Consulate. North County Health Services and the Migrant Services Project; sponsored by the area Community Clinics, offer immediate care by a physician or referral to a local clinic as necessary. Local churches and immigrant advocates also stop by informally offering physical and spiritual support in the form of food, clothing and prayer. SER staff has sponsored "fiestas" on site Saturdays following Cinco de Mayo (May 5th), the 4th of July, the 16th of September (Mexican Independence Day), and both Thanksgiving and Christmas Days. Food, clothing and toys are distributed and a traditional meal appropriate to the holiday are enjoyed by SER staff, clientele and supportive service representatives.

In April 1992, the Carlsbad City Council awarded \$7,400 to SER in response to our application for Community Development Block Grant funding assistance.

In later June 1992, the Carlsbad City Council not only approved the second contact extension, but they unanimously voted to lengthen the contact period from 6 months to 1 year, and wrote in the ability to automatically extend our contact for the 1993-94 and the 1994-95 fiscal years.

In our 1st year SER has served over 1,700 employment applicants, almost 500 employers and placed over 250 individuals in permanent employment.

After 2 years of operation, SER has served almost 3,000 employment applicants, nearly 1,000 employers and placed over 500 individuals in permanent employment.

While we welcome the casual employment offered by individuals homeowners and others which meet the emergent needs of those currently living in the local hills and canyons, and serve as an employment experience reference, we will continue to strive for full-time permanent employment during these dire economic times.

Our goal for the 1993/1994 Fiscal Year include:

1. Complete production of a job application/job interview video with the cooperation of Daniel's Cablevision.
2. Continue to improve job development through presentations and membership with Chambers of Commerce, Rotaries and other business entities.
3. Seek and receive additional funding through foundations, local, state and federal government sources and corporate sponsorships.

D. OPERATING BUDGET SHEET

Itemize below the staffing and operating costs which will be financed by the nonprofit operator. A total proposal cost must also be provided on the Operating Budget Sheet. Attach additional pages if needed.)

[illegible]

Attachment 5
PANEL EVALUATION SUMMARY
Sixth Council District Work Center Proposals-

Proposal Evaluation Scores and Rank				
Panelist	San Diego County SER		Catholic Charities	
	Score	Rank	Score	Rank
One	61	2	71	1
Two	92	1	88	2
Three	80	1	75	2
Four	100	1	50	2
Five	83	1	62	2
Six	86	2	92	1
Seven	65	2	97	1
Total Scores	567		535	
Average Score	81		76.4	
Overall Rank	1		2	

Attachment 5 (continued)
COMMENTS OF PANEL MEMBERS

SER-Jobs For Progress

Advantages

- Past experience in employment services;
- Collaboration with the State Department of Employment Development Department (EDD) and the San Diego Consortium and Private Industry Counsel;
- Experience and programmatic emphasis on full-time permanent job placement.

Disadvantages

- Lack of identified funding source for operating budget;
- Lack of specifics on actual operating policies.

Catholic Charities

Advantages

- Detailed operating budget;
- First year budget costs funded by Catholic Charities;
- Good operating model based upon the City of Brea's Model.

Disadvantages

- No experience in operating employment services;
- No track record operating policies are based solely on the City of Brea's model.

City of San Diego Housing Authority
Resolution No.

WHEREAS, on May 24, 1993, the San Diego City Council ("Council") approved a Fiscal Year 1994 Community Development Block Grant (CDBG) Budget which included \$275,000 to fund securing a facility for operation of an Employment/Work Center Project within Council District 6, and

WHEREAS, on December 6, 1993, the Council approved the Fiscal Year 1994 CDBG Agreement with the San Diego Housing Commission which included a \$275,000 allocation for securing a facility for operation of the Work Center Project, and

WHEREAS, the San Diego Housing Commission issued a Request For Proposals (RFP) to select a nonprofit organization to operate a Work Center, and

WHEREAS, an Evaluation Panel was impaneled to recommend to the Housing Commission or Authority the selection of a nonprofit operator of the Work Center, and

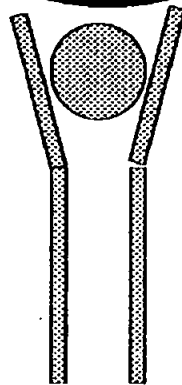
WHEREAS, the Evaluation Panel recommends the selection of San Diego County SER-Jobs For Progress as the Work Center Operator.

NOW THEREFORE BE IT RESOLVED, the City of San Diego Housing Authority authorizes the selection of San Diego County SER-Jobs For Progress as the operator of the Pacific Beach Work Center.

San Diego County
SER/Jobs for Progress, Inc.



Jobs for People



People in Jobs



SAN DIEGO

HOUSING COMMISSION

REQUEST FOR PROPOSALS

From Nonprofit Corporations

To Operate Work Center

Within Council District Six

To Benefit

Day Laborers and Employers

October 29, 1993

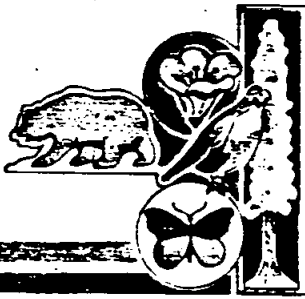
Bid No. HD 94-2

Set No. 04

If questions arise regarding this RFP, please contact Lee Bates at (619) 525-3635.

A. 501C3 CERTIFICATE OF NONPROFIT STATUS

Submit a copy of your organization's 501c3 Certificate of nonprofit status.



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 2 - 1981



March Fong Eu

Secretary of State

ARTICLES OF INCORPORATION
OF

NORTH SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

ENDORSED
FILED
In the Office of the Secretary of State
of the State of California
JUL - 21981
By DILL HOLDEN
Deputy

I

The name of this corporation is NORTH SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

B. The specific purpose of this corporation is to provide SERVICE, EMPLOYMENT, TRAINING, COUNSELING AND REDEVELOPMENT.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Oscar Torres - 1450 West Mission Rd.-Suite J San Marcos, CA 92069
Phone Number (714) 727-4700

IV

A. This corporation is organized and operated exclusively for public purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLES OF INCORPORATION

PAGE 2

V

The property of this corporation is irrevocably dedicated to public purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Signed this 29th Day of May, 1981

Oscar Torres

(Signature of Incorporator)

OSCAR TORRES

(Typed name of Incorporator)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Oscar Torres

(Signature of Incorporator)



State
of
California
OFFICE OF THE SECRETARY OF STATE

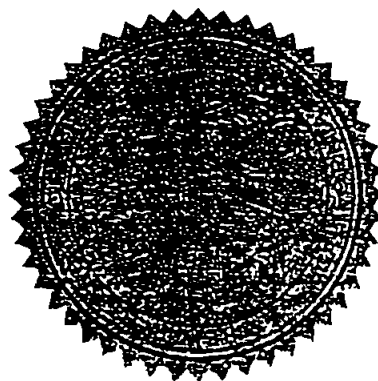
SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC.

I, MARCH FONG EU, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JAN 23 1990



MARCH FONG EU
Secretary of State

A380710

10455511

FILED
In the Office of the Secretary of State
of the State of California

DEC 7 1989

MARCH FONG EU
MAR 11 1990

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Gloria Federico and Mark Roybal certify that:

1. They are the Chairperson and the Treasurer, respectively, of NORTH SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC., a nonprofit corporation, a California Corporation.

2. Article I of the articles of incorporation of this corporation is amended to read as follows:

The name of this corporation is SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC.

3. The foregoing amendments of articles of incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 11-30-89

Gloria Federico, Chairperson
Mark Roybal, Treasurer

P O Box 2350 Room 5137
Los Angeles, CA 90053

Date: NOV. 4, 1986

NORTH SAN DIEGO COUNTY JOBS
FOR PROGRESS INC
2302 CARRIAGE CIRCLE
OCEANSIDE, CA 920560000

Employer Identification Number:
95-3703233
Case Number:
956281006
Contact Person:
PARKER, ALICE C.
Contact Telephone Number:
(213) 894-4885

Our Letter Dated:
June 7, 1982

Caveat Applies:
no

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 509(a)(2). Your exempt status under section 501(c)(3) of the code is still in effect.

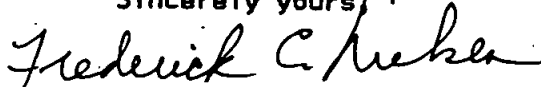
Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act of failure to act that resulted in your loss of section 509(a)(2) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(2) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If the heading of this letter indicates that a caveat applies, the caveat below or on the enclosure is an integral part of this letter.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



FREDERICK C. NIELSEN
DISTRICT DIRECTOR



Service • Employment • Redevelopment

NORTH SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

George D. Lopez, Executive Director

□ 2027 Mission Avenue, Suite E, Oceanside, CA 92054 — (619) 433-1000

□ 1301 Simpson Way, Escondido, CA 92025 — (619) 489-8900

November 2, 1989

Subject: Corporation Name Change

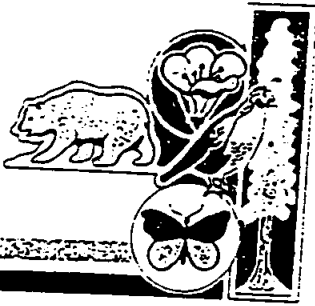
Please be informed that the Board of Directors of North San Diego County SER/Jobs for Progress, Inc. have changed the name of the corporation to "San Diego County SER/Jobs for Progress, Inc."

The reason for this change is to have our name truly reflect the geographic service area of our operations.

Thank you for your kind cooperation.

Gloria Federico
Board Chair

GDL:rkc



State of California

OFFICE OF THE SECRETARY OF STATE

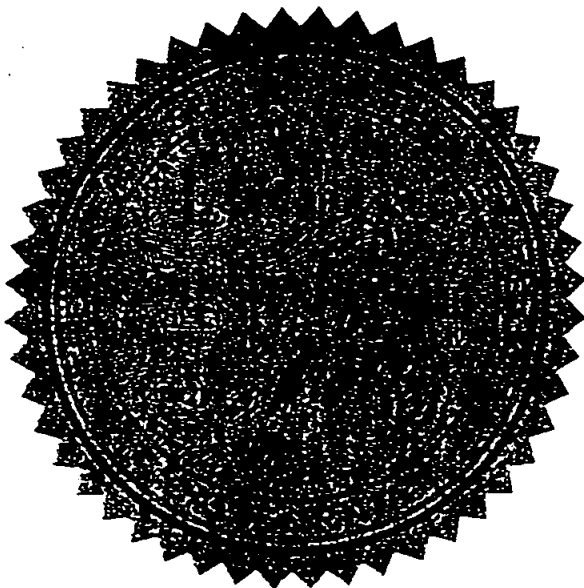
SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript was prepared by and in this office from the record on file, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JAN 23 1990



March Fong Eu

Secretary of State

1045454

FILED
In the Office of the Secretary of State
of the State of California

DEC 7 1989

March Fong Eu
MARCH FONG EU, Secretary of StateCERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Gloria Federico and Mark Roybal certify that:

1. They are the Chairperson and the Treasurer, respectively, of NORTH SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC. a Nonprofit Corporation, a California Corporation.

2. Article I of the articles of incorporation of this corporation is amended to read as follows:

The name of this corporation is SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

3. The foregoing amendments of articles of incorporation has been duly approved by the board of directors.

4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 11-30-89

Gloria Federico
Gloria Federico, Chairperson
Mark Roybal
Mark Roybal, Treasurer

B. PROPOSAL

Bidders must develop and submit a proposal to finance and operate the proposed Work Center. Each proposal must respond to the requirements identified in the "Specifications" and "Submittal Instructions" Sections (see Sections III and IV) of this RFP.

SUMMARY

District Six has identified a Work Center as a solution to a serious community problem centering on the gathering of day laborers seeking employment on local street corners. A similar condition existed in the City of Carlsbad four years ago. In order to organize the orderly exchange of labor and address the concerns of local citizens and businesses, Carlsbad contracted SER to operate their Hiring Center. (Please see Attachment No.1) Well over a thousand employers and more than three thousand job seekers have been served to date. (Please see Attachment No.2) SER believes that we can build on the Carlsbad success to develop an orderly labor exchange for District Six. SER has the experience, the knowledgeable management, the cooperation of the Employment Development Department and the San Diego Consortium and Private Industry Council and the acceptance of workers and employers in North San Diego County (Please see Attachment No. 3 & 4).

San Diego County SER/Jobs for Progress, Inc. proposes to operate the Work Center for day laborers and employers in Council District Six providing a structured environment for employers with specific needs to identify, interview and offer employment to day laborers in an organized and efficient manner.

The City of San Diego, Council District Six, will purchase or lease an appropriate property to establish the Work Center within Pacific Beach, at no cost or minimal cost to the non-profit operator.

HOURS OF OPERATION

The Work Center will operate from 6:00 A.M. to 12:00 Noon, Monday through Saturday.

PUBLIC RELATIONS

SER will work with the City of San Diego, Council District Six to initially outreach to Pacific Beach community groups and businesses to inform the community about the purpose and operation of the Work Center. and to respond to any issues identified.

SER will outreach on a semi-annual basis to the Pacific Beach Community Planning Group, Pacific Beach Town Council and the Pacific Beach Business Improvement Association.

SER will continually outreach to day laborers and employers to market the services provided for them through SER's management of the Work Center.

SER will insure that all public media contacts relating to the Work Center are screened through SER staff. All contacts with day laborers and employers will be handled by SER staff consistent with our program objectives.

PROGRAM

The operational program will consist of the following:

- I. Registration of employment applicants. (Attachment No.5)
- II. Employer reception. (Attachment No.6)
- III. Match employer needs to applicant abilities. (Attachment No.7)

I. REGISTRATION OF EMPLOYMENT APPLICANTS

The applicant registration process will provide the applicant ability data base. It will consist of the following:

- 1. Name, address and phone or message number.
- 2. Employment eligibility documentation. (If available)
- 3. Specific job skills and length of competence.
- 4. Languages spoken and level of competencies.

II. EMPLOYER RECEPTION

Employer seeking laborers will be asked to furnish the following information:

- 1. Company name, address and phone number.
- 2. Type of industry.

III. MATCH EMPLOYER NEEDS TO APPLICANT ABILITIES

Registered applicants will be referred to appropriate employment opportunities based on an equitable priority system:

- 1. There will be daily matching of workers to jobs.
- 2. Registration of workers will be required before matching.
- 3. Each morning the Placement Specialist will put the exact amount of numbers on a container as there are applicants present. The number pulled from the container will determine the referral priority when job requirements are met. Those who arrive after the "lottery" will be referred on a first-come first-serve basis.

DISCLAIMER

Employers will be notified, orally and in writing, that it is their responsibility to verify the worker's legal right to work.

SUPPORTIVE SERVICES

Linkages will be established with appropriate community agencies to offer on-site or referral service for health, training, public and social service needs as necessary and available.

INFORMATION SYSTEM

Registrations and job orders will be entered into the information system in order to produce reports essential to secure necessary public and private funding.

SER/Carlsbad Hiring Center
5958 El Camino Real
Carlsbad, CA 92008
(619) 929-8121

The concept of the City of Carlsbad's Hiring Center was first proposed by Mayor Bud Lewis in February of 1990, in order to offer a positive solution to public complaints of farm workers and day laborers looking for work on street corners and at local markets.

In March of 1991, the City of Carlsbad contracted San Diego County SER/Jobs for Progress, Inc. to operate the Hiring Center from 6:00 AM to 11:00 AM Mon-Fri. and 7:00 AM to noon on Saturdays. \$46,000 was allocated for the 1st six months of operations.

Through effective outreach efforts prior to opening by both SER and City of Carlsbad staff, job seekers and job providers responded immediately. Particularly noteworthy was the Upper Deck Card Company, who called us our 1st day operations announcing 150 openings in both production and administration. We placed 35 people in permanent positions during our first week. Employers called to register because the services were free and employment authorization was verified. A large corporation in Iowa hired twenty-five workers and a company in Tennessee hired six permanent workers with more to follow.

As the news spread on job placements more employees came to register, people with all types of experience from secretarial to electronic engineering skills came to drop off their resumes.

On November 12, 1991 the decision to extend the contract for a second 6 month period was approved with a small modification of the operation hours to 7AM to noon, Mon-Sat.

A solicitation of supportive services by SER staff has reaped tremendous benefit for our clientele. The Brother Benno Foundation of Oceanside, CA has produced 20 sack lunches daily for employer and both parties express their appreciation for the consideration and convenience. Any lunches still available at the close of day (12 noon) are given to those still on site. For some this is their meal for the day. The San Diego Food Bank was instrumental in the success of our Thanksgiving and Christmas Food Drives. Again, SER staff themselves were very generous in contributing food and clothing for our clients.

Our six month report was issued 1/15/92 and was very well received by both the City of Carlsbad, SER and the State of California's Employment Development Department (EDD) staff. EDD approached SER with an offer of a representative staffing the Hiring Center during operating hours Mon-Fri. SER accepted the proposal and the complement and in February of 1992 an EDD rep was assigned to the Carlsbad Hiring Center. The partnership has already proven valuable in response to the collaborative efforts most funding source are requiring these days.

Many public service agencies have added our location to their field representatives' outreach routes, examples are the Social Security Administration, the California Highway Patrol and the Mexican Consulate. North County Health Services and the Migrant Services Project; sponsored by the area Community Clinics, offer immediate care by a physician or referral to a local clinic as necessary. Local churches and immigrant advocates also stop by informally offering physical and spiritual support in the form of food, clothing and prayer. SER staff has sponsored "fiestas" on site Saturdays following Cinco de Mayo (May 5th), the 4th of July, the 16th of September (Mexican Independence Day), and both Thanksgiving and Christmas Days. Food, clothing and toys are distributed and a traditional meal appropriate to the holiday are enjoyed by SER staff, clientele and supportive service representatives.

In April 1992, the Carlsbad City Council awarded \$7,400 to SER in response to our application for Community Development Block Grant funding assistance.

In later June 1992, the Carlsbad City Council not only approved the second contact extension, but they unanimously voted to lengthen the contact period from 6 months to 1 year, and wrote in the ability to automatically extend our contact for the 1993-94 and the 1994-95 fiscal years.

In our 1st year SER has served over 1,700 employment applicants, almost 500 employers and placed over 250 individuals in permanent employment.

After 2 years of operation, SER has served almost 3,000 employment applicants, nearly 1,000 employers and placed over 500 individuals in permanent employment.

While we welcome the casual employment offered by individuals homeowners and others which meet the emergent needs of those currently living in the local hills and canyons, and serve as an employment experience reference, we will continue to strive for full-time permanent employment during these dire economic times.

Our goal for the 1993/1994 Fiscal Year include:

1. Complete production of a job application/job interview video with the cooperation of Daniel's Cablevision.
2. Continue to improve job development through presentations and membership with Chambers of Commerce, Rotaries and other business entities.
3. Seek and receive additional funding through foundations, local, state and federal government sources and corporate sponsorships.

CITY OF CARLSBAD HIRING CENTER
JIM LUNDGREN, DIRECTOR
QUARTERLY APPLICANT ACTIVITY REPORT

FOR PERIOD ENDING: 10/09/93

NEW APPLICANTS THIS PERIOD 234 M 169 F 65

YOUTH (UNDER 18) 0 VETERAN 0 IMMIGRANT 179

SENIORS 0 U.S. CITIZEN 55 OTHER 0

TRANSPORTATION TO CENTER

OWN VEHICLE 110 CAR POOL 0 BUS 123 BIKE 0 WALK 1

NATIONAL ORIGIN (COUNTRY)

1. MEX 172 2. USA 50 3. SALVADOR 4 4. OTHER 8

LANGUAGE SPOKEN

1. ENGLISH 43 2. ENG/SPAN 11 3. ENG/LSPAN 2

4. SPANISH 134 5. SPAN/ENG 12 6. SPAN/LENG 32

CURRENT RESIDENCE

1. OCEANSIDE 89 2. CARLSBAD 58 3. VISTA 32

4. ENCINITAS 14 5. SAN MARCOS 14 6. OTHER 27

JOB REFERRALS THIS PERIOD TOTAL 955 M 884 F 71

SERVICE REFERRALS

TRAINING: SER / ROP TOTAL 15 M 15 F 0

EDUCATION: SER / MCCC TOTAL 2 M 2 F 0

MEDICAL: COMMUNITY CLINICS TOTAL 107 M 103 F 4

PUBLIC ASST: EDD / SSA TOTAL 3 M 3 F 0

APPLICANTS PLACED TOTAL 827 M 788 F 39

U.S. CITIZEN 26 VETERAN 0 IMMIGRANT 801

ATTENDANCE THIS PERIOD TOTAL 2,249 M 2,087 F 162

CUMULATIVE APPLICANT REGISTRATION TO DATE: 3,192

CITY OF CARLSBAD HIRING CENTER

JIM LUNDGREN, DIRECTOR

QUARTERLY EMPLOYER ACTIVITY REPORT

FOR PERIOD ENDING: 10/09/93

<u>NEW EMPLOYERS THIS PERIOD</u>	<u>124</u>
<u>REPEAT EMPLOYERS THIS PERIOD</u>	<u>357</u>
<u>TOTAL EMPLOYERS THIS PERIOD</u>	<u>481</u>
<u>NUMBER OF JOB OPENINGS</u>	<u>862</u>
<u>AVERAGE NUMBER HIRED PER EMPLOYER</u>	<u>1.72</u>

NUMBER AND TYPE OF JOB ORDERS RECEIVED

<u>TOTAL JOB ORDERS RECEIVED</u>	<u>481</u>
----------------------------------	------------

<u>ONSITE</u>	<u>139</u>	<u>PHONE</u>	<u>342</u>	<u>FAX</u>	<u>0</u>
---------------	------------	--------------	------------	------------	----------

<u>AVERAGE WAGE</u>	<u>5.00</u>	<u>PER HOUR</u>
---------------------	-------------	-----------------

JOB ORDER DURATIONPLACEMENTS

1 DAY	<u>700</u>	FT	<u>700</u>	PT	<u>0</u>	1 DAY	<u>696</u>	FT	<u>696</u>	PT	<u>0</u>
2 - 4	<u>49</u>	FT	<u>49</u>	PT	<u>0</u>	2 - 4	<u>48</u>	FT	<u>48</u>	PT	<u>0</u>
5 +	<u>49</u>	FT	<u>49</u>	PT	<u>0</u>	5 +	<u>37</u>	FT	<u>37</u>	PT	<u>0</u>
PERM	<u>64</u>	FT	<u>63</u>	PT	<u>1</u>	PERM	<u>46</u>	FT	<u>46</u>	PT	<u>0</u>

TYPE OF BUSINESS

CLERICAL	<u>1</u>	CONSTRUCTION	<u>28</u>	SERVICES	<u>34</u>
INDIVIDUAL HOMEOWNER	<u>230</u>	INDUSTRIAL	<u>135</u>		
LANDSCAPING	<u>47</u>	TECHNICAL	<u>4</u>	OTHER	<u>2</u>

BUSINESS LOCATION

1. CARLSBAD	<u>206</u>	2. OCEANSIDE	<u>67</u>	3. VISTA	<u>52</u>
4. ENCINITAS	<u>62</u>	5. SAN MARCOS	<u>46</u>	6. OTHER	<u>48</u>

<u>CUMULATIVE EMPLOYER COUNT</u>	<u>1,119</u>
----------------------------------	--------------

NAME		LAST		FIRST		MIDDLE		DATE			
MAILING ADDRESS				CITY		ZIP CODE		SSN			
BIRTH DATE		PLACE OF BIRTH				U.S. CITIZEN		SEX		PHONE	
MO DA YR											
		CITY		STATE		COUNTRY		YES NO		M F MSG PH	
DRIVER'S LICENSE #				EXP DTE		CLASS		OWN VEHICLE YES NO		TRANSPORTATION TO CENTER	
I-9 INFO		688		688-A		688-B		151		551 OTHER	
EXP.										HAVE YOU EVER BEEN CONVICTED OF A FELONY?	
										YES NO	
PHYSICAL LIMITATIONS											
LANGUAGES SPOKEN			1			2			3		
ETHNIC BACKGROUND				SPECIAL SKILLS				NOTES			
AMERICAN INDIAN & ALASKAN NATIVE											
ASIAN											
BLACK											
HISPANIC/LATINO											
WHITE											
OTHER											

SER/CHC-1(4-91)

DATE	EMPLOYER	LENGTH OF JOB	WAGE	JOB ORDER #
SER/CHC-1 (8-91)				

JOB ORDER #

NEW EMPLOYER

EMPLOYER ADDRESS _____

TYPE OF BUSINESS _____

WHOM TO SEE

JOB SITE ADDRESS

OPENING _____ PICK UP _____ SEND DIRECT _____

HOURS PER DAY WEEK

WAGE _____

FAX	PHONE	ON SITE	JDC
-----	-------	---------	-----

NOTES _____

SS #

[illegible][illegible]

ATTACHMENT NO. 6

Serving the People of California

State of California - Health and Welfare Agency
2027 E Mission Avenue, Oceanside, CA 92054
November 15, 1993



Pete Wilson, Governor

REFER TO:

Mr. Severo Esquivel
San Diego Deputy Manager
San Diego Housing Commission
1625 Newton Avenue
San Diego, CA 92113

Dear Mr. Esquivel,

In July 91, SER/Jobs for Progress opened the Carlsbad Hiring Center. The Oceanside EDD has been a partner in this project since its inception. EDD contributes a staff person and access to EDD's job placement resources such as the Job Match computer system. EDD also provides Unemployment Insurance information and information on all other services which EDD offices provide. EDD and SER staff work cooperatively to place workers in both temporary and permanent jobs.

The Carlsbad Hiring Center has benefited the community by providing workers and employers with local, accessible job placement services. Since the beginning of this year, the Center has accomplished over 1800 job placements.

This effort is enhanced by the partnership situation that exists between SER, EDD and other private and public agencies. SER/Jobs for Progress has demonstrated the ability to coordinate the resources in the community and make a project such as this successful.

Sincerely,


ARTHUR L. SAMANIEGO
MANAGER

SAN DIEGO CONSORTIUM & PRIVATE INDUSTRY COUNCIL*"A Workforce Partnership"***ATTACHMENT NO.7**

November 11, 1993

Mr. Severo Esquivel
San Diego Deputy Manager
SAN DIEGO HOUSING COMMISSION
1625 Newton Avenue
San Diego, CA 92113

Dear Mr. Esquivel:

As a resident of Pacific Beach, I personally support your efforts in establishing a Work Center in this area. I also support the application of San Diego County SER/Jobs for Progress, Inc. who is responding to your Request for Proposal (RFP) to operate this Work Center.

SER has operated employment and training programs in San Diego County since 1968. Their success with the City of Carlsbad Day Laborer Hiring Center has been widely recognized.

Presently, the San Diego Consortium & Private Industry Council has several contracts with SER to provide employment and training services for youth and adults. SER is providing services under two national demonstration programs, one of which is an Immigrant Demonstration Program funded by the U.S. Department of Labor. This program which is one of only four nationally funded, addresses the skills and language needs of the immigrant worker and is now in its second year of operation.

If I can be of any further help, please give me a call.

Sincerely,

Aurelia Koby
Chief Executive Officer

AK:gms

C. BID PROPOSAL FORM

BID for

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC

to the HOUSING COMMISSION of the CITY OF SAN DIEGO

1625 Newton Avenue
San Diego, California 92113

Housing Commission Members:

1. The undersigned, having made myself familiar with the Specifications (including the Invitation to Bid, Summary Statement, Submittal Instructions, this Bid, the form of Non-Collusive Affidavit, the Sample Contract Documents, the Specifications and Addenda, if any thereto, as prepared by San Diego Housing Commission staff), proposes to furnish the listed services when and as requested, at the price indicated in the attached Bid Quotation Sheets for the time covered by this contract.

The undersigned, as bidder, agrees that:

2. In submitting this bid, it is understood that the San Diego Housing Commission reserves the right to reject any and all bids. If written notice of the acceptance of this bid is mailed, telegraphed or delivered to bidder within 90 days after the opening thereof, bidder agrees to execute and deliver a contract in the prescribed form and furnish any required performance and payment bonds within ten (10) days after the contract is presented to bidder for signature.
3. Attached hereto is an affidavit in proof that bidder has not entered into any collusion with any person in respect to this proposal or any other proposal or the submission of proposals for this contract.
4. Certification of Nonsegregated facilities. By signing this bid, bidder certifies that segregated facilities are not and will not be maintained or provided for employees of bidder at any establishments owned by bidder, and bidder does not and will not permit employees to perform their services at any location, under the control of bidder, where segregated facilities are maintained. Bidder agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, rest rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, housing facilities provided for employees, which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Bidder further agrees that (except where identical certifications from proposed subcontractors for specific time periods has been obtained) bidder will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provision of the Equal Opportunity clause; that such certifications will be retained in bidder's files; and that a notice will be forwarded to proposed subcontractors as provided in the instruction to bidders.

5. Addenda. All addenda, bulletins, letters, etc., bound with specifications or issued during the bidding period, are included in the Contract documents, and shall be considered in the amount of bid. The receipt of such addenda, if any, is acknowledged hereinafter (Fill in below):

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Date: 11/1/86, 1986

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

Printed Name of Bidder (Contractor)

George L. Lopez

Signature

NOT APPLICABLE

Contractor License Number
(if applicable)

By _____

Title _____

Official Address:

3355 MISSION AVENUE, SUITE 131

OCEANSIDE, CALIFORNIA 92054

SIGN ORIGINAL ONLY

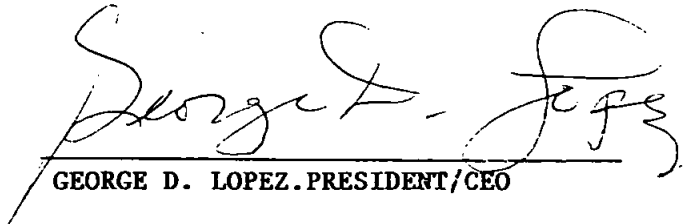
Itemize below the staffing and operating costs which will be financed by the nonprofit operator. A total proposal cost must also be provided on the Operating Budget Sheet. Attach additional pages if needed.)

<u>Description of Work & Funding Source</u>	<u>Time for Work Performance</u>	<u>Costs</u>
COORDINATOR	50%	\$ 16,000.
PLACEMENT SPECIALIST	100%	22,000.
PLACEMENT SPECIALIST	100%	22,000.
FRINGE BENEFITS	22%	13,200.
SER proposes to jointly pursue		
with the city of San Diego funding		
sources to enable the operation of		
this project. (e.g. EDD, JTPA		
CDBG - Foundations)		
TOTAL PROPOSED COST		\$ 73,200.00

E. CERTIFICATE AS TO CORPORATE PRINCIPAL

I, GEORGE D. LOPEZ, certify that I am the PRESIDENT/CEO
of the corporation named as Contractor herein; that GEORGE D. LOPEZ, who signed
this Contract on behalf of the Contractor, was then PRESIDENT/CEO of said
corporation; that said Contract was duly signed for and in behalf of said corporation by authority
of its governing body, and is within the scope of its corporate powers.

(Print or type name under signature)


GEORGE D. LOPEZ. PRESIDENT/CEO

(Print or type name under signature)

F. STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered. All information must be clear and complete. Attach additional pages if needed.

1. Name of bidder SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.
2. Names and titles of principals GEORGE D. LOPEZ, PRESIDENT/CEO
3. Names of authorized signatories GEORGE D. LOPEZ, PRESIDENT/CEO
4. Permanent main office address 3355 MISSION AVENUE, SUITE 131
OCEANSIDE, CALIFORNIA 92054
Phone 619/754-6500 Fax 619/967-6357
5. What is the purpose of your organization? EMPLOYMENT TRAINING & PLACEMENT
6. Does the organization have 501c3 nonprofit status? Yes XXXX No
If not, expected date of 501c3 Certificate
7. Upon request, will you complete a detailed Financial Statement and furnish any other information required by the Housing Commission? ☒ Yes ☐ No
8. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Commission, verifying the declarations included in this Statement of Bidder's Qualifications.

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

 (Name of Bidder)

By:

George D. Lopez
(Signature of Bidder's Representative)

Title:

PRESIDENT/CEO

Date:

NOVEMBER 12, 1993

G. NON-COLLUSIVE AFFIDAVIT

(Prime Bidder)

(This form must be notarized prior to returning.)

State of California) ss.

County of San Diego):

Mary H. Maggay & Notary Public being first duly sworn, deposes and says:

That he is George D. Lopez, the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the City of San Diego or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

(Individual)

(Partner)

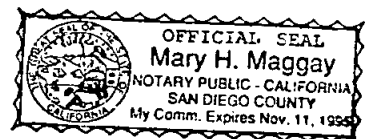
George D. Lopez
(Officer of Corporation)

Subscribed and sworn to before me

this 16th day of November, 19 93

Mary H. Maggay

My commission expires: 11-11-95
(NOTARY PUBLIC)



H. EQUAL OPPORTUNITY DOCUMENTS

1. Complete, sign and submit *Certificate of Compliance*.
2. Complete, sign and submit *Workforce Analysis* for all employees based in San Diego County.
3. Complete, sign and submit *Nonprofit Corporation Analysis* identifying the ethnic and gender representation of the governing board and/or officers.

**EQUAL OPPORTUNITY PROGRAM FOR CONTRACTORS DOING BUSINESS WITH
THE SAN DIEGO HOUSING COMMISSION OF THE CITY OF SAN DIEGO**

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

CERTIFICATE OF COMPLIANCE

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

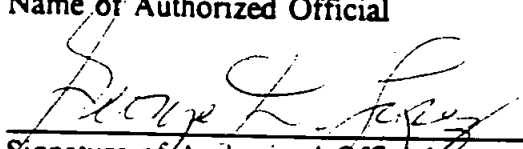
(Name of Firm)

The objectives of the Equal Opportunity Program for construction contractors doing business with the City of San Diego and its affiliates are to promote equality of opportunity and to prohibit discrimination in employment practices. Construction contractors doing business with the San Diego Housing Commission, or the Housing Authority of the City of San Diego, or the City of San Diego are required by City Council Policy to participate in and comply with the objectives of Executive Order 11246, "Standard Federal Equal Employment Opportunity Construction Contract Specifications". This requirement applies to all construction contracts or subcontracts in excess of \$10,000 or those with an aggregate total value exceeding \$10,000 in any twelve (12) month period.

As an authorized official for the above named firm, I hereby certify by the signature affixed below that said firm will comply with Executive Order 11246, Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, Minority and Women Business Enterprise Program 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 if awarded a contract with the San Diego Housing Commission of the City of San Diego, I will submit a current list of Federal and Nonfederal work, Employment Utilization Report and if request, an Equal Opportunity Plan which addresses the affirmative actions that will be taken by me to achieve the San Diego Housing Commission's goals for the employment of minorities, women and the handicapped.

GEORGE D. LOPEZ

Name of Authorized Official


Signature of Authorized Official

PRESIDENT/CEO

Title
11/16-93

Date

SAN DIEGO HOUSING COMMISSION

ANALYSIS OF SAN DIEGO COUNTY WORKFORCE

Occupational Category	Total Number of Employees		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander Not Hispanic		Native American Not Hispanic		Filipino		Handicapped		Total Minority	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	5	4	1	3			4					1					4	1
Professional Specialty	2	2			1		1	2									2	2
Technicians and Related Support																		
Sales	6	4	3	3			3										6	0
Administrative Support	1	7	1	1				4		2								6
Services																		
Precision Production, Craft and Repair																		
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving																		
Handlers, Equipment Cleaners, Helpers and Laborers																		
TOTALS	14	17	3	7	4		8	6		2		1					12	9

*See reverse side for Occupational Category List

026/6

05/86

Updated 10/92 SDHC

OCCUPATIONAL CATEGORY LIST

Executive, Administrative and Management

Executive, Administrative
Management Related

Professional Specialty

Engineers, Architects, Surveyors
Mathematical and Computer Scientists
Health Diagnosing
Health Assessment and Treating
Teachers, Postsecondary
Teachers, Except Postsecondary
Counselors, Educational and Vocational
Librarians, Archivists, Curators
Social Scientists and Urban Planners
Social, Recreation and Religious Workers
Lawyers and Judges

Technicians and Related Support

Health Technologists and Technicians
Engineering and Related Technologists and Technicians
Technicians, Except Health, Engineering and Service

Sales

Supervisors and Proprietors
Sales Representatives, Finance and Business Services
Sales Representatives, Commodities Except Retail
Sales Workers, Retail and Personal Services

Administrative Support

Supervisors, Administrative Support
Computer Equipment Operators
Secretaries, Stenographers, Typists
Information Clerks
Records, Processing Except Financial
Financial Records Processing
Duplicating and Other Office Machine Operators
Communications Equipment Operators
Mail and Message Distributing
Material Recording and Distributing Clerks
Adjusters and Investigators
Other Administrative Support

Services

Private Households
Protective Services
Supervisors, Protective Services
Firefighting and Fire Prevention
Police and Detectives
Guards
Supervisors, Food Preparation and Services
Health Services
Cleaning and Building Services
Personal Services

Precision Production, Craft and Repair

Supervisors, Mechanics and Repairers
Vehicle and Mobile Equipment Mechanics and Repairers
Industrial Machinery Repairer
Machinery Maintenance
Electrical and Electronic Equipment Repairers
Heating, Air Conditioning, Refrigeration Mechanics
Other Mechanics and Repairers
Supervisors Construction
Construction Trades, Except Supervisors
Extractive Occupations
Precision Production Occupations

Machine Operators, Assemblers and Inspectors

Metalworking and Plastic Working Machine Operator
Metal and Plastic Processing Machine Operators
Woodworking Machine Operators
Printing Machine Operators
Textile, Apparel and Furnishing Machine Operators
Machine Operators, Assorted Materials
Fabricators, Assembler & Hand Working Occupations

Transportation and Material Moving

Motor Vehicle Operators
Rail Transportation Occupations
Water Transportation Occupations
Material Moving Equipment Operators

Handler, Equipment Cleansers, Helpers and Laborers

Handlers
Equipment Cleaners
Helpers
Laborers

NAME OF COMPANY: SAN DIEGO COUNTY SER/ JOBS FOR PROGRESS, INC. TELEPHONE: 619/754-6500

ADDRESS: 3355 MISSION AVENUE, SUITE 131

OCEANSIDE
CITY

CALIFORNIA
STATE

92054

ZIP

PREPARED BY:

Deoxy L. Jaz

DATE:

11-16-93



George D. Lopez; President/CEO

Service • Employment • Redevelopment



San Diego County SER/Inbs For Progress, Inc.
3355 Mission Avenue, Suite 131, Oceanside, CA 92054
(619) 754-6500 • Fax: (619) 967-8357

SER/OPERATIONS
2027 Mission Ave.
Oceanside, CA 92054
(619) 433-1000
FAX: (619) 433-4524 •

FACSIMILE TRANSMISSION

SER/IDM JOB CENTER
3355 Mission Ave. Ste.131
Oceanside, CA 92054
(619) 754-6500

SEARS FLC
2930 Marcy Avenue
San Diego, CA 92113
(619) 525-1747
FAX: (619) 525-0030 •

CARLSBAD HIRING CENTER
5958 El Camino Road
Carlsbad, CA 92008
(619) 329-5121
FAX: (619) 329-6090 •

SER/HIRE-A-YOUTH
1301 Simpson Way
Escondido, CA 92025
(619) 489-8900

SER/FISCAL
2021 Hader Street
San Diego, CA 92104
(619) 280-6228
FAX: (619) 281-9150 •

SER/IMMIGRATION SERVICES
3355 Mission Ave. Ste.131
Oceanside, CA 92054
(619) 433-4453
FAX: (619) 967-8357 •

TO: Lee Bates

COMPANY: San Diego Housing Commission

DATE: 11/29/93

TIME:

FAX #: 338-0125

FROM: George D. Lopez

OF PAGES TO BE TRANSMITTED INCLUDING COVER SHEET: 2

FAX #: (619) 967-6357

DESCRIPTION OF FAX:

COMMENTS:

NOV 29 93 13:30 NO.005 E.02

SAN DIEGO HOUSING COMMISSION

ANALYSIS OF SAN DIEGO COUNTY WORKFORCE

Occupational Category	Total Number of Employees		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander Not Hispanic		Native American Not Hispanic		Filipino		Handicapped		Total Minority	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Executive, Administrative and Managerial	5	4	1	3			4					1					4	1
Professional Specialty	2	2			1		1	2									2	2
Technicians and Related Support																		
Sales	8	4	3	3	2	1	3										5	1
Administrative Support	1	7	1	1				4		2								6
Services																		
Precision Production, Craft and Repair																		
Machine Operators, Assemblers and Inspector																		
Transportation and Material Moving																		
Handlers, Equipment Cleaners, Helpers and Laborers																		
TOTALS	16	17	5	7	3	1	8	6		2		1					11	10

*See reverse side for Occupational Category List

026/6

05/86

Updated 10/92 SDHC

SAN DIEGO HOUSING COMMISSION

ANALYSIS OF SAN DIEGO COUNTY NONPROFIT CORPORATION

* Category/Titles of Board Members	Total Number of Board Members		Caucasian Not Hispanic		African American Not Hispanic		Hispanic All Races		Asian/Pacific Islander Not Hispanic		Native American Not Hispanic		Filipino		Handicapped		Total Minority	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
President		1						1										1
Vice President	1						1										1	
Treasurer	1						1										1	
Secretary																		
Members	2	1					2	1									2	1
TOTALS	4	2					4	2									4	2

* List the title(s) of all nonprofit corporation board members (e.g. President treasurer, board member, etc.) and indicate the gender and minority composition of the board as required above. Please substitute titles of officers or board members as necessary.

NAME OF COMPANY: SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.

TELEPHONE: 619/754-6500

ADDRESS: 3355 MISSION AVENUE, SUITE 131

OCEANSIDE

CALIFORNIA

92054

CITY

STATE

ZIP

PREPARED BY: George Lopez



George D. Lopez; *President/CEO*

Service • Employment • Redevelopment



San Diego County SER/Jobs For Progress, Inc.
3355 Mission Avenue, Suite 131, Oceanside, CA 92054
(619) 754-6500 • Fax: (619) 967-6357

**SAN DIEGO COUNTY
SER/JOBS FOR PROGRESS, INC.
1993
BOARD OF DIRECTORS**

SER/OPERATIONS
2027 Mission Ave.
Oceanside, CA 92054
(619) 433-1000
FAX: (619) 433-4524 *

SER/IBM JOB CENTER
3355 Mission Ave. Ste.132
Oceanside, CA 92054
(619) 754-6500

SER/SEARS FLC
2930 Marcy Avenue
San Diego, CA 92113
(619) 525-1747
FAX: (619) 525-0030 *

SER/CARLSBAD HIRING CENTER
5958 El Camino Real
Carlsbad, CA 92008
(619) 929-8121
FAX: (619) 929-8090 *

SER/HIRE-A-YOUTH
273 S. Escondido Blvd.
Escondido, CA 92025
(619) 489-8900
FAX: (619) 489-9051 *

SER/FISCAL
2021 Haller Street
San Diego, CA 92104
(619) 280-6228
FAX: (619) 281-9150 *

SER/IMMIGRATION SERVICES
3355 Mission Ave. Ste.134
Oceanside, CA 92054
(619) 439-4453
FAX: (619) 967-6357 *

CHAIRPERSON:

Gloria Valencia-Cothran
**Retired-Administrative Ass't
Supervisor John MacDonald**
122 Acacia Avenue
Carlsbad, CA 92009
619/729-8809 (h)

MEMBERS:

Albert Mendoza
**Retired-District Manager
Employment Development
Department**
12627 Highland Drive
Auburn, CA 95603
916/823-1047 (h)

VICE-CHAIR:

Fernando Escalante
**Manager, San Diego
Employment Development Department**
6145 Imperial Avenue
San Diego, CA 92114
619/527-3110 (w)

Dr. Mark Roybal
**Psychologist
Lincoln Middle School**
572 Plumosa Drive
Vista, CA 92083
619/727-4662 (h)

SECRETARY/TREASURER:

Arthur Samaniego
**Manager, - Oceanside
Employment Development Department**
2027 Mission Avenue,
Oceanside, CA 92054
619/966-4001 (w)

Gloria Federico
Therapist, Social Work
1605 Griffin Street
Oceanside, CA 92054
619/439-7049 (h)

SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.
Combined Balance Sheet
September 30, 1993.

ASSETS:	JTPA Funds	CDBG Funds	State Funds	Management Funds	Agency Total
Current Assets:					
Cash at Banks:	40,292				40,292
Accounts Receivable – SD Consortium	316,329				316,329
Accounts Receivable – Other				822	822
Total Current Assets	356,621			822	357,443
Fixed Assets:					
Computer Equipment (less accumulated depreciation of \$ 13,725.21)				32,042	32,042
Office Machinery (less accumulated depreciation of \$ 13,021.90)				20,308	20,308
Furniture (less accumulated depreciation of \$ 322.18)				1,442	1,442
Other Deposits				2,346	2,346
TOTAL ASSETS	356,621			56,959	413,580
LIABILITIES:					
Current Liabilities:					
Accrued Accounts Payable	18,751			1,770	20,521
Accrued Payroll	21,474				21,474
Unapplied Funds				12,853	12,853
Note Payable – PacTel				8,314	8,314
Contract Advances	67,367				67,367
Total Current Liabilities	107,592		0	22,936	130,529
Fund Equity:					
Undistributed Fund Balance	116,047			97,779	213,826
– Prior Periods	32,768	(3,226)	(1,403)	41,087	69,226
– Current Year					
TOTAL LIABILITIES & FUND BALANCE	256,407	(3,226)	(1,403)	161,802	413,581

SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC.

Statement of Assets, Liabilities and Fund Balance

September 30, 1992

ASSETS

Current Assets:

Cash (Note B)	\$17,565
Contracts Receivable (Note C)	214,491
Other Receivables	18,155
Total Current Assets	<u>250,211</u>

Fixed Assets: (Note D)

Property and Equipment	47,718
Accumulated Depreciation	(14,259)
Total Fixed Assets	<u>33,459</u>

TOTAL ASSETS	<u><u>\$283,670</u></u>
---------------------	-------------------------

LIABILITIES AND FUND BALANCE

Liabilities:

Contract Advance Payable - HAY	\$5,542
Accrued Accounts Payable	44,736
Note Payable	13,831
Unapplied Funds	5,736
Total Liabilities	<u>69,845</u>

Fund Balance (Note E)	<u>213,825</u>
------------------------------	----------------

TOTAL LIABILITIES AND FUND BALANCE	<u><u>\$283,670</u></u>
---	-------------------------

SEE ACCOMPANYING NOTES TO THE FINANCIAL STATEMENTS



R. NAVARRO
& ASSOCIATES, INC.
CERTIFIED PUBLIC ACCOUNTANTS

2831 Camino Del Rio South, Suite 306
San Diego, California 92108
(619) 298-8193

INDEPENDENT AUDITORS' REPORT

Board of Directors
SAN DIEGO COUNTY SER/JOBS
FOR PROGRESS, INC.
Oceanside, CA 92054

We have audited the accompanying balance sheet of the San Diego County SER/Jobs for Progress, Inc. as of September 30, 1992, and the related statements of revenues and expenditures, changes in fund balance, and cash flows for the year then ended. These financial statements are the responsibility of the Agency's management. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the San Diego County SER/Jobs for Progress, Inc., as of September 30, 1992, and the results of its operations and cash flows for the year then ended in conformity with generally accepted accounting principles.

1045454
A380710

FILED

In the Office of the Secretary of State
of the State of California

DEC 7 1989

March Fong Eu
MARCH FONG EU, Secretary of State

CERTIFICATE OF AMENDMENT
OF
ARTICLES OF INCORPORATION

Gloria Federico and Mark Roybal certify that:

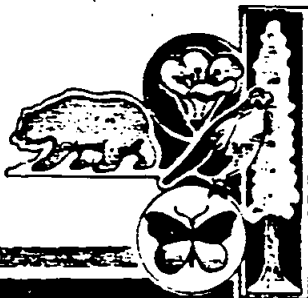
1. They are the Chairperson and the Treasurer, respectively, of NORTH SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC. a Nonprofit Corporation, a California Corporation.
2. Article I of the articles of incorporation of this corporation is amended to read as follows:

The name of this corporation is SAN DIEGO COUNTY SER/JOBS FOR PROGRESS, INC.
3. The foregoing amendments of articles of incorporation has been duly approved by the board of directors.
4. The corporation has no members.

We further declare under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of our own knowledge.

Date: 11-30-89

Gloria Federico
Gloria Federico, Chairperson
Mark Roybal
Mark Roybal, Treasurer



State of California

OFFICE OF THE SECRETARY OF STATE

I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute
this certificate and affix the Great
Seal of the State of California this

JUL 2 - 1981



March Fong Eu

Secretary of State

ARTICLES OF INCORPORATION
OF

NORTH SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC.

ENDORSED
FILED
In the office of the Secretary of State
of the State of California
JUL - 21981
By BILL HOLDEN
Deputy

I

The name of this corporation is NORTH SAN DIEGO COUNTY SER/JOB'S FOR PROGRESS, INC.

II

A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is organized under the Nonprofit Public Benefit Corporation Law for public purposes.

B. The specific purpose of this corporation is to provide SERVICE, EMPLOYMENT, TRAINING, COUNSELING AND REDEVELOPMENT.

III

The name and address in the State of California of this corporation's initial agent for service of process is:

Oscar Torres - 1450 West Mission Rd.-Suite J San Marcos, CA 92069
Phone Number (714) 727-4700

IV

A. This corporation is organized and operated exclusively for public purposes within the meaning of Section 501 (c)(3) of the Internal Revenue Code.

B. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code or (b) by a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

C. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of any candidate for public office.

ARTICLES OF INCORPORATION

PAGE 2

V

The property of this corporation is irrevocably dedicated to public purposes and no part of the net income or assets of this corporation shall ever inure to the benefit of any director, officer or member thereof or to the benefit of any private person. Upon the dissolution or winding up of the corporation, its assets remaining after payment, or provision for payment, of all debts and liabilities of this corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for public purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code.

Signed this 29th Day of May, 1981

Oscar Torres

(Signature of Incorporator)

OSCAR TORRES

(Typed name of Incorporator)

I hereby declare that I am the person who executed the foregoing Articles of Incorporation, which execution is my act and deed.

Oscar Torres

(Signature of Incorporator)



SAN DIEGO

HOUSING COMMISSION

REQUEST FOR PROPOSALS

From Nonprofit Corporations

To Operate Work Center

Within Council District Six

To Benefit

Day Laborers and Employers

October 29, 1993

Bid No. HD 94-2

Set No. 07

If questions arise regarding this RFP, please contact Lee Bates at (619) 525-3635.

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I. INVITATION TO BID

Councilmember Valerie Stallings and the San Diego Housing Commission are soliciting proposal(s) from nonprofit social service agencies to fund and operate a Work Center for day laborers and employers in Council District Six (see Attachment A).

The City of San Diego, like many other communities in Southern California, is experiencing an increase in the number of day laborers who congregate in predominantly residential and retail areas in search of employment. Typically, day laborers gather at curbsides adjacent to streets with a high traffic volume, in an attempt to secure employment from passing motorists. The types of negative impacts which have been identified with the congregating of day laborers include: littering problems, loitering, and traffic safety.

In the Pacific Beach Community specifically, the congregating of day laborers along several traffic corridors has negatively impacted the adjacent neighborhoods and businesses.

To respond to these problems associated with day laborer hiring, the City of San Diego seeks to purchase or lease an appropriate property to establish a Work Center. The Work Center will provide a structured environment on a neutral site for employers with specific needs to identify day workers for employment.

The intent of this procurement is to select a nonprofit organization which will operate the proposed Work Center to provide a systematic order for matching employers with day laborers to reduce the negative impacts on the adjacent community. The selected organization would provide outreach services, site staffing and supervision.

(See Section III Specification for a more detailed description of the scope of services required.)

Interested and qualified nonprofit organizations which have successfully demonstrated their ability to perform comparable work are invited to submit proposals. Prior experience in operating a job referral facility or serving the Spanish speaking population is desired, but is not required. The selected organization must have achieved 501(c)(3) nonprofit status and must provide on-site bilingual capabilities.

An evaluation panel will be selected to review and evaluate all proposals. The evaluation panel will make a recommendation to the Housing Commission through a staff prepared report.

Request for Proposal packages with complete instructions to respondents are available from the Commission office:

**San Diego Housing Commission
1625 Newton Avenue
San Diego, California 92113**

Contact: Housing Development Division

(619) 525-3635

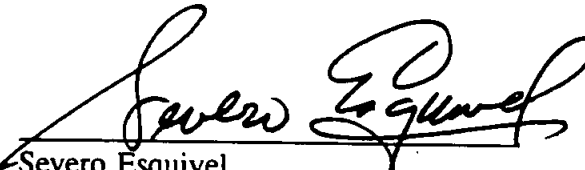
Sealed proposals marked "Six District Work Center Proposal -- Do Not Open" will be received until Wednesday, November 17, 1993, at 5:00 P.M. "Close of Business" at the Housing Commission's Newton Avenue office. No proposal will be accepted after the deadline set forth above. Any proposal received after that deadline will be returned to the submitter unopened. Respondents must include an original and seven copies of proposal documents.

A pre-proposal conference will be held on Wednesday, November 3, 1993, at 3:30 p.m. at the Housing Commission Newton office to answer questions regarding the bid package and equal opportunity program requirements. All prospective bidders are urged to attend. Attendance or lack of attendance on the part of a bidder shall not relieve the bidder of any responsibility for adherence to any of the provisions of this bid package or all addenda thereto.

The Commission reserves the right to award contracts to multiple bidders, to reject any or all bids, to waive any informalities in the specifications or bidding process or to cancel in whole or in part this Request for Proposals if it is in the best interest of the Commission to do so.

Any bidder may withdraw his/her bid either personally, by written request or by telegraphic request at any time prior to the scheduled closing time of receipt of bids. NO BID shall be withdrawn for a period of ninety (90) days subsequent to the opening of bids without consent of the Board of Commissioners, San Diego Housing Commission.

SAN DIEGO HOUSING COMMISSION


Severo Esquivel
Deputy City Manager

10-28-93
Date

II. SUMMARY STATEMENT

The San Diego Housing Commission was created in 1978 by City Council Ordinance No. 12515 to act as a Housing Commission pursuant to the Housing Authority Law of the State of California. The Commission is responsible for development of low-income rental projects, implementation of financing to promote low-income housing production, management of publicly-owned or assisted housing projects, operation of rent subsidy programs, rehabilitation of existing housing stock and advising the Housing Authority with respect to housing matters for the City of San Diego. A seven member Commission appointed by the City Council sets policy for the staff. Commission staff has expertise in real estate, development, property management, housing management, rehabilitation and administration which includes Finance, Personnel, Purchasing and Risk Management.

III. SPECIFICATIONS

The issue of day laborers soliciting casual employment from public thoroughfares is a growing concern in the Pacific Beach community. The impacts on neighborhoods, business owners, and traffic safety are very real in their effect; yet the economic needs of the day laborers and their employers are also a valid consideration for the City.

In response to this problem, Council District Six has proposed the creation of a Work Center which would serve two distinct purposes:

- 1) Provide a neutral site for the solicitation of jobs, in an effort to reduce or eliminate the negative impacts on adjacent neighborhoods and businesses.
- 2) Provide an opportunity for employers with specific needs to match those needs to day laborers, and to do so in an organized and efficient manner.

The City of San Diego will seek to secure an appropriate facility site, within Pacific Beach, at no cost or minimal cost to the nonprofit organization selected to operate the Work Center. The selected nonprofit operator must seek and secure the necessary public or private financing to open and operate the Work Center.

Scope of Services

The exact nature and scope of services to be provided by the selected operator is subject to some refinement and specificity through the negotiation process. However, the general scope of services are as follows:

- A. Outreach to Pacific Beach community groups and businesses to inform community initially about the purpose and operation of the Work Center and to respond to any issues identified by the community or police;
- B. Outreach to the Pacific Beach Community Planning Group, Pacific Beach Town Council, and Pacific Beach Business Improvement Association on a semi-annual basis to inform the group of any issues related to the operation of the Work Center;

- C. Outreach to day laborers and employers to market the services provided to them at the Work Center;
- D. Lease a modular unit for the operating of the Work Center if necessary, depending on the specific site which the City of San Diego is able to secure;
- E. Facilitate, within the Work Center, an environment conducive to day laborers and potential employers meeting and arranging a mutually-acceptable agreement for the provision of labor services for pay. (Note: Work Center staff must not be a party to any negotiations between employee and employer. It must be the responsibility of the employers, not the Work Center's staff, to confirm any necessary documentation required by Federal or State employment laws or regulations);
- F. Operate the Work Center during the scheduled hours of 6:00 a.m. to 12:00 noon, Monday through Saturday.
- G. Design and implement an orderly and fair method of assigning day laborers to employers soliciting the labor (e.g. lottery system);
- H. Supervise Work Center site, including site cleanliness;
- I. Other services, which may be organized or developed at the Work Center, could include:
 - 1) Manage and operate transitional housing for day laborers, on-site, if the selected site contains housing units.
 - 2) Establish English-as-a-second-language (ESL) classes at the Work Center, if the selected site can accommodate classrooms.
 - 3) Establish a referral service to off-site programs or services offered by other social service or educational organizations (e.g. job training and skills).

IV. SUBMITTAL INSTRUCTIONS

PROPOSAL SUMMARY

A. Commission

The term "Commission" as used in these documents means the Commission as authorized and empowered by the Housing Authority of the City of San Diego.

B. Nonprofit Qualifications

Nonprofit organizations must present evidence that they have received 501c3 nonprofit status to be an eligible bidder.

C. Summary of Work

Nonprofit organization(s) shall provide a detailed proposal which demonstrates the organization's ability to design, finance, and operate the proposed Work Center for Day Laborers and their potential employers.

D. Submittal Requirements

All proposals must include all required submittal documents identified within Section V, "REQUIRED SUBMITTAL DOCUMENTS," of this RFP.

E. Evaluation Process

Selection of the most responsive proposal(s) will be made after a review and analysis of proposals by a panel composed of City and Housing Commission staff and may include private parties. The evaluation panel will rank proposals and make recommendations to the Housing Commission Board through a staff prepared report.

All proposals will be evaluated according to the following weighted criteria:

QUALITY OF PROPOSAL

(0-30 POINTS)

Evaluate quality of the proposal based upon the demonstrated understanding of the scope of service and the perceived effectiveness of the proposal plan, including outreach plan.

PROPOSED OPERATING BUDGET

(0-20 POINTS)

Evaluate operating budget for proposed funding sources and appropriate staffing levels.

DEMONSTRATED ABILITY TO PERFORM PROPOSAL

(0-20 POINTS)

Experience, resources and knowledge of nonprofit bidder that demonstrates its ability to perform the proposal.

DEMONSTRATED ABILITY TO WORK WITH THE DAY LABORER
POPULATION (0-20 POINTS)

Experience, resources and knowledge of nonprofit bidder that demonstrates its ability to work with day laborer population or a Spanish speaking clientele.

SPECIAL FACTORS (0-10 POINTS)

Additional points may be awarded by the evaluation panel, at its discretion, for special factors not expressly set forth, but which shows exceptional insight and creativity in addressing the problems associated with the soliciting of Day laborers by employers within the Pacific Beach community.

F. Term of Contract(s)

The term of the contract(s) shall be determined by the Housing Commission based upon the specific proposal or proposals. The selected nonprofit organization will be expected to operate and staff the Work Center for an initial one year period with agreed upon renewal periods.

G. Clarification During Bidding

Request for clarification of specifications, if any, during the bidding period shall be directed by telephone to Lee Bates, contracting officer, Housing Finance and Development, at (619) 525-3635. Clarifications will only be made in writing by the Contracting Officer. Questions regarding the solicitation must be made to the Commission at least five (5) days prior to the bid opening date (November 17, 1993).

H. Addenda

No change of the specifications will be made orally to any bidder. Questions regarding the solicitation must be made to the Commission at least five (5) days prior to the bid opening date. Any changes to the specifications shall be issued in the form of a written addendum and mailed to all prospective bidders. All such addenda shall become part of the bidding documents and shall be incorporated in all bids.

I. Completion of Forms

Each bid must give the full business address of the bidder and must be signed with bidder's usual signature. Bids by a partnership must furnish full names of all partners and must be signed by one of the members of the partnership, or by an authorized representative, followed by the designation of the person signing. Bids by a corporation, with corporate seal affixed, must be signed with the legal name of the corporation, followed by the name of the State of Incorporation and

by the signature and designation of the president, secretary or other person authorized to bind it in the matter. The names of all persons signing shall be typed below the signatures. When requested, bidders shall furnish satisfactory evidence of the authority of the officer signing on behalf of the corporation or partnership.

J. Time and Place of Delivery of Bids

Late bids will be returned to the bidder unopened.

K. Rejection of Proposals

Any proposal may, at the Commission's discretion, be rejected if it is adjudged incomplete, illegible, or conditional. All corrections, if any, shall be in writing and initiated by the bidder.

L. Responsible Bidder

"Responsible bidder" is defined as a bidder who has met all requirements of the Instructions to Bidders, including: completing all Bidding Documents correctly; complying with the General Provisions and Specifications; and demonstrating through reputation, resources and past performance, the capability of meeting contract requirements.

M. Weighted Rating System

The Commission will utilize a weighted rating system for evaluation the overall sufficiency of each bid in meeting specifications.

N. Award of Contract

1. The opening of proposals will be officiated and attended by the Contracting Officer at the place and time stated in the Request for Proposals.
2. The identity of the successful proposals will not be determined at the time proposals are opened. The Commission reserves the right to obtain opinion of Counsel regarding the legality and sufficiency of proposals. The Commission, if at all, will enter into negotiation with the highest ranked (most qualified) proposer or proposers with the expectation of entering into contract(s) within ninety (90) days of the bid opening. Certificates of insurance must be received prior to contract execution in accordance with Contract Section 206.
3. The Commission reserves the right to reject any or all bids.

O. Time for Performance

1. The proposal should specify the proposed time of performance.
2. Each item of requested work and/or delivery of supplies shall be completed within the total number of calendar days specified by the proposal and identified in the contract.
3. All time limits stated in the contract documents are of the essence of the contract.

P. Contract Language

Bidder is expected to read and understand all terms and conditions of the contract that are included in this bid package. Where the terms and conditions of documents supplied by the winning bidder are in conflict with the terms and conditions of the Commission contract, the Commission contract shall prevail.

Q. Subcontractors

No services covered by this contract shall be subcontracted without written consent of the Housing Commission as provided in Contract Section 210.

R. Housing Commission Equal Opportunity Goals

Goals have been established for Minority or Women Owned Business Enterprise (MBE's/WBE's) in the areas of vendor contracts, consulting contracts, and construction contracts. These goals have been based on the following factors:

1. Availability of MBE's and WBE's;
2. Past experience in meeting the goals; and
3. Other Agencies' experience.

Housing Commission MBE/WBE contracting goals are as follows:

	<u>MBE</u>	<u>WBE</u>
Construction	20%	7%
Consultants	12%	3%
Vendors	10%	10%

S. Minority and Women Business Enterprise Program

Bidders claiming status as a certified MBE or WBE must also submit current City of San Diego or California Department of Transportation (Caltrans) certificates. If a contractor or subcontractor is not a certified MBE/WBE and wishes to apply for certification, they can do so by completing the form entitled "Application for Certification as a Minority or Women Owned Business Enterprise," included in the Equal Opportunity Programs Exhibits and submitted directly to the City of San Diego Equal Opportunity Contracting Program Office.

In accordance with Commission procurement policies, in choosing between bids, if quality and cost factors are substantially equivalent, preference shall be given to underrepresented minority or women owned businesses.

Contractors doing business with the Commission intending to use subcontractors are required to make "good faith efforts" to subcontract with minority and women owned businesses. Supplementary information may be requested of bidders regarding efforts made to meet the intent of the Commission's Equal Opportunity Program.

V. REQUIRED SUBMITTAL DOCUMENTS

A. 501c3 Nonprofit Certificate

Submit copy of Certificate.

B. Proposal

Bidders must develop and submit a proposal to finance and operate the proposed Work Center. Each proposal must respond to the requirements identified in the "Specifications" and "Submittal Instructions" Sections (see Sections III and IV) of this RFP.

C. Bid Proposal Form

Complete and submit form.

D. Operating Budget Sheet

Complete and submit form.

E. Certificate as to Corporate Principal

Complete, sign and submit form.

F. Statement of Bidder's Qualifications

Complete, sign and submit form.

G. Non-Collusive Affidavit

Complete, sign and submit form.

H. Equal Opportunity Programs and Documents

1. Complete, sign and submit Certificate of Compliance.
2. Complete, sign and submit Workforce Analysis for all employees based in San Diego County.
3. Complete, sign and submit Nonprofit Corporation Analysis identifying the ethnic and gender representation of the governing board and/or officers.

Note: Application for Certification as a Minority or Woman-Owned Business (MBE/WBE) is available to firms/businesses that desire to be certified as a MBE/WBE for the City of San Diego and/or Housing Commission contracting. Additional information is available through this office or by contacting the City of San Diego Equal Opportunity Contracting Program Office.

The San Diego Housing Commission strongly encourages certified Minority and Woman-Owned business to bid. The Housing Commission does not conduct MBE/WBE certification but does recognize current certifications issued by CALTRANS or the City of San Diego.

I. Statement for Public Disclosure

Complete, sign before Notary Public, and submit form.