



THE CITY OF SAN DIEGO

June 15, 2006

Dear Lessees:

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

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

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

Sincerely,

James Barwick
Real Estate Assets Director

KC/cj

I:\WPO\2006L-LESSEES.doc



Real Estate Assets

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

RECEIVED 10/25/96

LETTER AGREEMENT

THIS LETTER AGREEMENT TO LEASE OF REAL PROPERTY is made and entered into this 1st day of October, 1996 between the City of San Diego, a Municipal corporation ("Lessor"), and Alpha of San Diego, Inc. a nonprofit California corporation ("Lessee").

RECITALS

A. The parties entered into a lease agreement dated April 27, 1992 ("Lease"), wherein Lessor leased to Alpha of San Diego, Inc. that certain real property known as 4069 30th Street, Suite 200, San Diego, California 92104.

B. The parties now desire to amend the Lease to allow Lessor to temporarily lease 312 square feet to another tenant as provided in this Letter Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Lessor and Lessee hereby agree to the following terms and conditions:

ARTICLE ONE

1.1. Premises: Lessor and Lessee hereby agree that the 312 square foot space shown on the attached Exhibit A, is hereby temporarily deleted from Lessee's lease area.

1.2 Term: The City is hereby granted authority to lease the subject area for one (1) year to another tenant. Thereafter, the Lease shall continue on a month to month basis.

1.3 Early Termination: Lessee reserves the right to reinstate the property to their leasehold area at anytime after the initial one (1) year term by giving three (3) months prior written notice to the Lessor of Lessee's intent to reinstate the property back to their leasehold.

1.4 Lessee shall receive reimbursement for electricity consumption on the 312 square foot office. It has been determined that the prorata share of this office is 11%. The prorata share was calculated by using 2,868 square feet of office space only (1,108 square feet of common area was excluded). Lessee shall provide the occupant with a copy of the electrical bill each month in order to receive reimbursement. No other operating expenses will be charged to said occupant. Occupant has been made aware that the usage of the lobby, restrooms and common areas are prohibited. However, the occupant shall be provided access to the common area stairs and hallway leading to their leased space.

Occupant is allowed to install a lock on the door of the 312 square foot space and shall remove it upon termination of this Letter Agreement.

1.5 Upon termination or deletion of this Letter Agreement, occupant shall surrender and vacate the Premises in a broom-clean, good condition, normal wear and tear excepted, and shall without expense to the Lessor or Master Lessee, remove or cause to be removed from the Premises all debris and rubbish, all furniture, equipment, business and trade fixtures, moveable partitions and other articles of property owned by occupant. Occupant shall repair all damages to said Premises resulting from such removal.

ARTICLE TWO

2.1 The Lease, as hereby agreed, represents the complete and final understanding of the parties with respect to the subject matter of the Lease. No further modifications of the Lease shall be effective unless set forth in a written instrument executed by a duly authorized representative of the parties hereto. This is an integrated agreement.

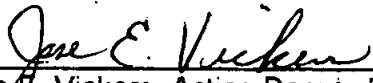
2.2 This Letter Agreement shall become effective October 1, 1996.

IN WITNESS WHEREOF, this Letter Agreement is executed by City, acting by and through its City Manager, and by Lessee, acting by and through its lawfully authorized officers.

LESSOR:

The City of San Diego, a
Municipal corporation

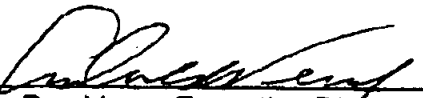
By:


Jane E. Vickers, Acting Deputy Director
Real Estate Assets Department

LESSEE:

Alpha of San Diego, Inc., a nonprofit
California corporation

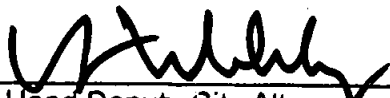
By:


Don Verry, Executive Director

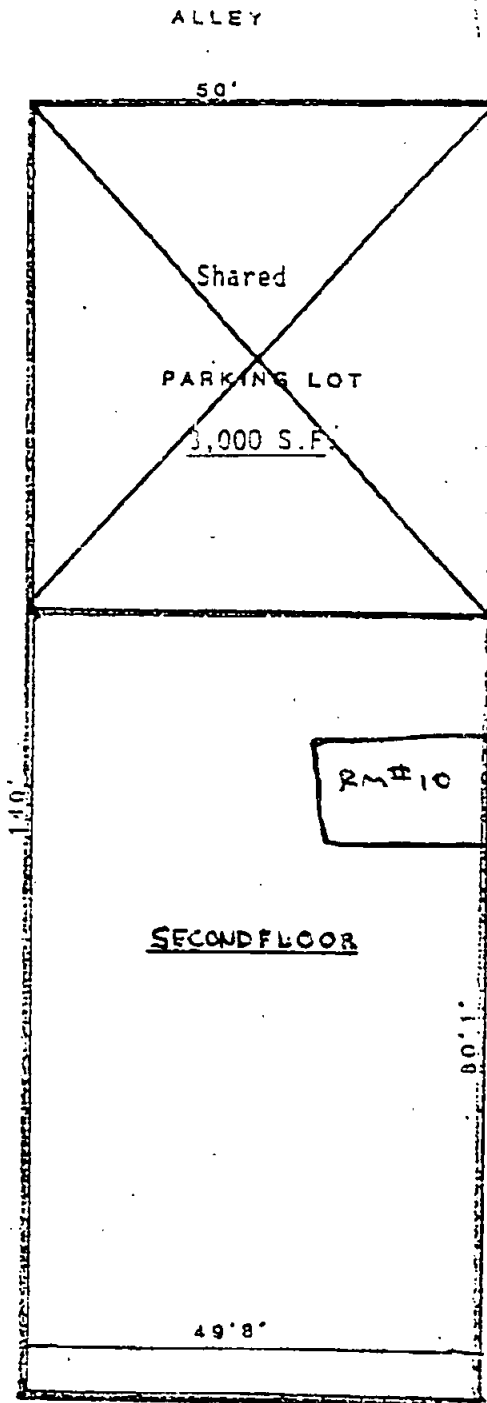
APPROVED AS TO FORM AND LEGALITY

Harold O. Valderhaug, City Attorney

By:

 11-1-96
Head Deputy City Attorney

Letter.agr.DMB



1" EQUALS 20'



Second office from the
end of the hall.

30th STREET

EXHIBIT A

COPY

4069 30th Street
(Second Floor)

THE CITY OF SAN DIEGO

ALPHA OF SAN DIEGO

Flat Rate Lease

DOCUMENT NO. PP. 279833

FILED APR 27 1992

OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

LEASE OUTLINE

<u>SECTION</u>	<u>PAGE NO.</u>
SECTION 1: USES	
1.01 Premises	1
1.02 Uses	1
1.03 Related Council Actions	1
1.04 Quiet Possession	1
1.05 Easements and Reservations	2
1.06 Competent Management	2
1.07 Hours of Operation	2
1.08 Rates and Charges	2
1.09 CITY Use	2
1.10 Political Activities	3
1.11 Public Use	3
SECTION 2: TERM	
2.01 Commencement	3
2.02 Holdover	3
SECTION 3: RENT	
3.01 Place of Payment	4
3.02 Rent	4
SECTION 4: ASSIGNMENT	
4.01 Assignment and Subletting	4
4.02 Encumbrance	4
4.03 Defaults and Remedies	5
4.04 Eminent Domain	7
SECTION 5: INSURANCE RISKS/SECURITY	
5.01 Indemnity	8
5.02 Insurance	8
5.03 Waste, Damage or Destruction	10
SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS	
6.01 Acceptance of Premises	10
6.02 Entry and Inspection	10
6.03 Maintenance	11
6.04 Improvements/Alterations	11
6.05 Utilities	12
6.06 Liens	12
6.07 Taxes	12
6.08 Signs	12
6.09 Ownership of Improvements and Personal Property	13
6.10 Unavoidable Delay	13

SECTION

PAGE NO.

SECTION 7: GENERAL PROVISIONS

7.01	Notices	14
7.02	Compliance with Law	14
7.03	CITY Approval	14
7.04	Nondiscrimination	14
7.05	Equal Opportunity	14
7.06	Partial Invalidity	15
7.07	Legal Fees	15
7.08	Number and Gender	15
7.09	Caption	15
7.10	Entire Understanding	15
7.11	Bylaws	15
7.12	Warranty	16
7.13	Relocation Payments	16
7.14	LESSEE'S First Right of Refusal	16
7.15	Hazardous Wastes Disclosure	16
SECTION 8: SIGNATURES		
8.01	Signature Page	17

CITY OF SAN DIEGO
FLAT RATE LEASE

THIS LEASE AGREEMENT is executed between the CITY OF SAN DIEGO, a municipal corporation, herein called "CITY," and ALPHA OF SAN DIEGO., a nonprofit California corporation, hereinafter called "LESSEE."

SECTION 1: USES

- 1.01 Premises. CITY hereby leases to LESSEE and LESSEE leases from CITY all of that certain real property located at 4069 - 30th Street, San Diego, California, in the City of San Diego, County of San Diego, State of California, described in Exhibit "A" attached hereto and by this reference made part of this agreement. Said real property is hereinafter called the "premises."
- 1.02 Uses. It is expressly agreed that the premises are leased to LESSEE for the purposes of operating and maintaining social services programs for youths and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose.

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.
- 1.03 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.
- 1.04 Quiet Possession. LESSEE performing the covenants and agreements herein, shall at all times during the term peaceably and quietly have, hold and enjoy the premises. If CITY for any reason cannot deliver possession of the premises to LESSEE at the commencement of the term, or if during the lease term LESSEE is temporarily dispossessed through action or claim of a title superior to CITY'S, then and in either of such events, this lease shall not be voidable nor shall CITY be liable to LESSEE for any loss or damage resulting therefrom, but there shall be determined and stated in writing by the City Manager of CITY a proportionate reduction of the minimum or flat rate rent for the period or periods during which LESSEE is

prevented from having the quiet possession of all or a portion of the premises.

1.05 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 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.

1.06 Competent Management. Throughout the term of this lease agreement, LESSEE shall provide competent management of the leased premises to the satisfaction of the City Manager. For the purposes of this paragraph, "competent management" shall mean demonstrated ability in the management and operation of a social services agency and related activities in a fiscally responsible manner.

1.07 Hours of Operation. LESSEE may operate the premises between the hours of 6 a.m. and 11 p.m. each day. Any changes in the schedule are subject to prior written approval by the City Manager or his authorized representative.

1.08 Rates and Charges. All charges for merchandise and services or facilities on said premises shall be in accordance with the schedule set forth in Exhibit "B" hereto. Any changes in said schedule are subject to prior written approval by the City Manager or his authorized representative. Provided, however, LESSEE shall be permitted to rent the premises or any part thereof on a per diem basis without the prior written consent of the City Manager. LESSEE shall furnish a quarterly report to the City Manager on its room rental activities. The report shall contain the name of the user, the room rental charged, the date of use and the disposition of the funds collected.

1.09 City Use. The premises shall be available to the 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.

- 1.10 Political Activities. The leased premises shall be used exclusively for the purposes specified in Section I, USES, hereof. The premises shall not be used for working or campaigning for the nomination or election of any individual to any public office, be it partisan or nonpartisan. Provided, however, that LESSEE shall not be precluded from providing a forum for open public debate by candidates such as occurs at a "candidate forum" and similar events.
- 1.11 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 the 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 1.02, Uses, of this lease.

LESSEE shall, at all times during the lease term, maintain a CITY-approved sign identifying the property as City-owned and available for public use consistent with the terms of this lease. The sign shall be installed by LESSEE at a location agreeable to CITY.

SECTION 2: TERM

- 2.01 Commencement. The term of this agreement shall be twenty (20) years commencing on the first day of the calendar month following execution by the City Manager. Provided, however, this agreement may be terminated at any time by either party without cause upon 180 days' advance written notice to the other party of intent to so terminate.
- 2.02 Holdover. Any holding over by LESSEE after expiration or termination shall not be considered 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 at will.

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

SECTION 3: RENT

- 3.01 Place of Payment. Rent, if any, is due monthly in advance on or before the first day of each calendar month. All monthly rents will be prorated during the first and final months of any rental period in order to achieve payment on the first day of each calendar month. Checks should be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 2289, San Diego, California 92112-4165 or delivered to 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. LESSEE assumes all risk of loss and late payment charges if payments are made by mail, or if postmarks are illegible, in which case the payment shall be deemed paid upon actual receipt by the City Treasurer.

- 3.02 Rent. In lieu of rent, LESSEE as and for additional consideration, agrees to provide the following services: youth and family counseling, juvenile diversion services, parenting classes, and client intake for assessment of needs, and any such additional activities developed by LESSEE and approved by the City Manager.

As additional consideration, LESSEE shall pay CITY quarterly all revenue generated from its subleasing, if any, of the premises. A statement of the source of all revenues generated by the subleasing activities shall be submitted with each payment.

SECTION 4: ASSIGNMENT

- 4.01 Assignment and Subletting. LESSEE shall not be permitted to assign this lease. Any subleasing of any portion of the lease premises must have prior written approval of the City Manager, and any monies derived from subleasing shall be paid to CITY pursuant to Paragraph 3.02 herein. LESSEE agrees to charge fair market rent for any use by any other party of any portion of the lease premises. Subleasing for the purpose of this paragraph shall mean the use by person or entity other than LESSEE of any portion of the premises on a regular, continuous day-to-day basis. Notwithstanding the foregoing, the LESSEE may, without payment of rent to CITY, conduct occasional fund raising events using all or portion of the premises, providing the City Manager's prior written approval is obtained and the proceeds derived from such event(s) are used exclusively to further the purpose of the LESSEE and/or programs offered at the premises. The City Manager's determination as to whether an event qualifies for rental exemption in accordance with this provision shall be final.
- 4.02 Encumbrance. LESSEE may not encumber this lease, its leasehold estate nor its improvements thereon.

4.03 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
- (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 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 Paragraph a.(1) of this section is not curable within thirty (30) days after notice to LESSEE, CITY shall not terminate this lease pursuant to the default if LESSEE immediately commences to cure the default and diligently pursues such cure to completion.

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

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

- (1) CITY may correct said default or defaults and charge the costs thereof to the account of the LESSEE, which charge shall be due and payable on the date that the rent is next due after presentation by CITY to LESSEE and mortgagee or beneficiary of a statement of said costs.

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

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

- c. Abandonment by LESSEE. Even though LESSEE has breached the lease and abandoned the property, this lease shall continue in effect for so long as CITY does not terminate this lease, and CITY may enforce all its rights and remedies hereunder, including, but not limited to, the right to recover the rent as it becomes due, plus damages.
- d. Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right

under this lease. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. The 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 the 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 the CITY shall at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when and as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

- 4.04 Eminent Domain. If all or part of the premises is taken through condemnation proceedings or under threat of condemnation by any public authority with the power of eminent domain, the interests of the CITY and LESSEE (or beneficiary or mortgagee), 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 the 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 the CITY, the remainder 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 of the condemning authority, whichever occurs first, but shall continue for the portion not taken. The minimum rent shall be equitably reduced to reflect the portion of the premises taken.
 - d. Award. All monies awarded in any such taking shall belong to CITY whether such taking results in diminution in value of the leasehold or the fee or both; provided, however, LESSEE shall be entitled to any award attributable to the taking of, or damages to, LESSEE'S then remaining leasehold interest 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 the 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, the LESSEE shall retain its possessory interest in the fair market value of any improvements placed on the premises in accordance with this lease by LESSEE.

- 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

5.01 Indemnity. LESSEE at all times shall relieve, indemnify, protect and save CITY and any and all of its boards, officers, agents and employees harmless from any and all claims and demands, actions, proceedings, losses, liens, costs, judgments, civil fines and penalties of any nature whatsoever in regard to or resulting from the use of the premises, including, but not limited to, expenses incurred in legal actions, death, injury or damage that may be caused directly or indirectly by:

- a. Any unsafe or defective condition in or on the premises of any nature whatsoever which may exist by reason of any act, omission, neglect, or any use or occupation of the premises,
- b. Any operation, use or occupation conducted on the premises,
- c. Any act, omission or negligence on the part of LESSEE, its employees, agents, sublessees, invitees, licensees; or
- d. Any failure by LESSEE to comply or secure compliance with any of the lease terms or conditions.

5.02 Insurance. LESSEE shall take out and maintain at all times during the term of this lease the following insurance at its sole expense:

- a. Public liability and property damage insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) COMBINED SINGLE LIMIT LIABILITY with an occurrence claims form. This policy shall cover all injury or damage, including death, suffered by any party or parties, from acts or failures to act by CITY or LESSEE or by authorized representatives of CITY or LESSEE, on or in connection with the use or operation of the premises.
- b. 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 or LESSEE. The proceeds shall be placed in a trust fund to be reinvested in rebuilding or repairing the damaged property. If there is a mortgage or trust deed on the leasehold in accordance with the Encumbrance section

hereof, the proceeds may be paid to the approved mortgagee or beneficiary so long as adequate provision reasonably satisfactory to CITY has been made in each case for the use of all proceeds for repair and restoration of damaged or destroyed improvements on the premises.

- c. Conditions. All insurance policies will name the CITY as an additional insured, protect the CITY against any legal costs in defending claims and will not terminate without sixty (60) days' prior written notice to the CITY. All insurance companies must be satisfactory to the 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.
- d. 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 acquire any additional insurance required by CITY for new improvements, in order to meet the requirements of this lease.
- e. 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.
- f. Failure to Comply. If the 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 or insurers 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 f., if LESSEE fails or refuses to take out or maintain insurance, CITY has

the right to declare this lease in default without further notice to LESSEE or CITY shall be entitled to exercise all legal remedies in the event of such default.

- 5.03 Waste, Damage or Destruction. LESSEE agrees to give notice to the 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 the 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 the 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 the 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 5.02 Insurance, hereof.

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

SECTION 6: IMPROVEMENTS/ALTERATIONS/REPAIRS

- 6.01 Acceptance of Premises. By signing this lease, LESSEE represents and warrants that it has independently inspected the premises and made all tests, investigations and observations necessary to satisfy itself of the condition of the premises. LESSEE agrees it is relying solely on such independent inspection, tests, investigations and observations in making this lease. LESSEE further acknowledges that the premises are in the condition called for by this lease, that CITY has performed all work with respect to the premises and that LESSEE does not hold CITY responsible for any defects in the premises.
- 6.02 Entry and Inspection. CITY reserves and shall always have the right to enter said premises for the purpose of viewing and ascertaining the condition of the same, or to protect its interests in the premises or to inspect the operations conducted thereon. In the event that such entry or inspection by CITY discloses that said premises are not in a decent, safe, healthy and sanitary condition, CITY shall have the right, after ten (10) days written notice to LESSEE, to have any necessary maintenance work done for and 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 the 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 the 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.

- 6.03 Maintenance. LESSEE agrees to assume full responsibility and cost for the operation and maintenance of the premises throughout the term. LESSEE shall be responsible for maintaining the building in sound structural condition, including exterior plumbing and electrical wiring leading to said structure, roofing and parking lot. LESSEE shall perform all such repairs and replacements necessary to maintain and preserve the premises in a decent, safe, healthy and sanitary condition satisfactory to the CITY and in compliance with all applicable laws. Appropriate codes and standards of CITY, state and federal agencies shall be observed in all maintenance, repairs and replacements on the premises.

LESSEE shall have joint maintenance and repair responsibilities with all other tenants in the building for all permanent building features and common areas of the premises. Each tenant shall assume an equal share of all expenses. Specific permanent structural features include, but are not necessarily limited to the following:

- Roof
- Exterior paint and vandalism
- Rear stairs
- All exterior walls
- All windows
- Main power panel and breakers
- Parking lot
- All building entry access doors
- Awnings
- Main lobby
- Elevator service and maintenance contract
- Pest control inspections and maintenance

- 6.04 Improvements/Alterations. No improvements, structures or installations shall be constructed within the premises and the premises may not be altered by the 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 such

approval shall not be unreasonably withheld. This provision shall not relieve the LESSEE of any obligation under this lease to maintain the premises in decent, safe, healthy and sanitary condition, including structural repair and restoration of damaged or worn improvements. The CITY shall not be obligated by this lease to make, or assume any expense for, any improvements or alterations.

6.05 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. CITY understands that the premises will not be individually metered for water service and, therefore, tenants of 4069 30th Street shall be responsible for a 50-50 share of costs for water service to the building.

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

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

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

6.07 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 the LESSEE may be subject to the payment of taxes levied on such interest and that LESSEE shall pay all such possessory interest taxes.

6.08 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 the 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.

6.09 Ownership of Improvements and Personal Property.

- a. All and any 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 the CITY'S property, free of all liens and claims except as otherwise provided in this lease.
- b. If the CITY elects not to assume ownership of all or any improvements, trade fixtures, structures and installations, CITY shall so notify LESSEE thirty (30) days prior to termination or 180 days prior to expiration and the LESSEE shall remove all such improvements, structures and installations as directed by the CITY at LESSEE'S sole cost on or before lease expiration or termination. If the LESSEE fails to remove any improvements, structures and installations as directed, the LESSEE agrees to pay CITY the full cost of any removal.
- c. LESSEE-owned machines, appliances, equipment (other than trade fixtures) and other items of personal property shall be removed by LESSEE by the date of the expiration or termination of this lease. Any said items which LESSEE fails to remove will be considered abandoned and become the 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 rental by LESSEE to CITY at the rate in effect immediately prior to said expiration or termination.
- f. Notwithstanding any of the foregoing, in the event LESSEE desires to dispose of any of its personal property used in the operation of said premises upon expiration or termination of this lease, then CITY shall have the first right to acquire or purchase said personal property.

- 6.10 Unavoidable Delay. If the performance of any act required of CITY or LESSEE is directly prevented or delayed by reason of strikes, lockouts, labor disputes, unusual governmental delays, acts of God, fire, floods, epidemics, freight embargoes or other causes beyond the reasonable control of the party required to perform an act, said party shall be excused from performing that act for the period equal to the period of the prevention or delay. Provided, however, this provision shall not apply to obligations to pay rental as required pursuant to this lease. In the event LESSEE or CITY claim 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.

SECTION 7: GENERAL PROVISIONS

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

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

- b. Written notice to LESSEE shall be delivered or mailed to:

4069 - 30th Street
San Diego, CA

- 7.02 Compliance with Law. LESSEE will at all times in the construction, maintenance, occupancy and operation of the premises, comply with all applicable laws, statutes, ordinances and regulations of the CITY, County, State and Federal Government, at LESSEE'S sole cost and expense. In addition, LESSEE will 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.
- 7.03 CITY Approval. The approval or consent of the 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.
- 7.04 Nondiscrimination. LESSEE agrees not to discriminate in any manner against any person or persons on account of race, marital status, sex, religious creed, color, ancestry, national origin, age or physical handicap 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.
- 7.05 Equal Opportunity. LESSEE shall comply with the CITY'S Equal Opportunity and Minority and Women Business Enterprise Contracting

Programs, approved by the City Council, and filed with the City Clerk as Document RR-262633. LESSEE shall submit a Certificate of Compliance with Title VII of the Civil Rights Act of 1964, as amended, the California Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted. 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 agreement.

- 7.06 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.
- 7.07 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 attorney's fees.
- 7.08 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.
- 7.09 Captions. The lease Table of Contents, section headings and captions for various articles and paragraphs shall not be held to define, limit, augment or describe the scope, content or intent of any or all parts of this lease. The numbers of the paragraphs and pages of this lease may not be consecutive. Such lack of consecutive numbers is intentional and shall have no effect on the enforceability of this lease.
- 7.10 Entire Understanding. This lease contains the entire understanding of the parties. The LESSEE, by signing this agreement, agrees that there is no other written or oral understanding between the parties in 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 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 Property Department prior to CITY execution of this lease.

- 7.12 Warranty. The CITY does not warrant that said premises are suitable for which they are leased as stated herein.
- 7.13 Relocation Payments. LESSEE understands and agrees that it shall not be entitled to any relocation payment whatsoever upon termination of this lease.
- 7.14 LESSEE'S First Right of Refusal. In the event CITY should place the first floor of the building on the market for lease during the term of this agreement, CITY shall first offer the said premises for lease to LESSEE at existing Property Department rental rates for nonprofit organizations. And, if not accepted by LESSEE within sixty (60) days, the CITY may offer the premises to another party at rates and terms as determined by CITY.
- 7.15 Hazardous Materials Disclosure. LESSEE acknowledges that it has been informed of the presence of asbestos-containing materials in the premises and that it shall assume the defense of, indemnify, and hold CITY harmless from any or all claims or damages arising from the presence of such materials.

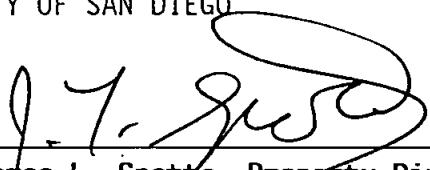
LESSEE agrees to obtain approval from the CITY'S Asbestos Management Program for any maintenance or renovation plan which shall impact/disturb the premises' acoustic plaster ceiling.

SECTION 8: SIGNATURES

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 27, 1992

By 
James L. Spotts, Property Director
FOR: Jack McGrory, City Manager

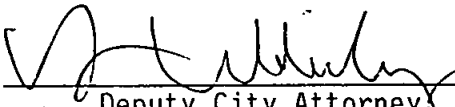
LESSEE: ALPHA OF SAN DIEGO

Date 3/13/92

By 
Sue C. Engelman, President

APPROVED as to form and legality this 7 day of May, 1992

JOHN W. WITT, City Attorney

By 
Deputy City Attorney

CEBK:st(4)
3-4-92

EXHIBIT "C"

City has performed the following repairs and improvements to the leased premises.

- A. Initial roof patch as needed and coat.
- B. Resurface parking lot.

4069 30TH STREET
(SECOND FLOOR)

1. PARK GLENN CONDM.
DOC. 74-139921
2. (CONDM. PEND.)
KANSAS STREET VILLAS
DOC. 82-169034

5. CONDM
ROSALIND GARDENS
DOC 84-359753
(SEE SHT 3)

-13-

446-36
SHT. 1 OF 3

1" = 100'

3. CONDM. (SEE SHT. 2)

UTAH PARK
DOC. 84-215688

4. CONDM
4031 IDAHO ST
DOC 84-270991
(SEE SHT. 2)

POLK

AVE

363

364

1	2	3	48
(1)	(2)	(3)	47 (27)
		3	46
(4)	5	4	45 (26)
	(5)	5	44
	(6)	7	43 (25)
		8	42
	(7)	9	41 (24)
		10	40
	(8)	11	39
		12	38 (23)
		13	37
	(9)	14	36 (22)
		15	35
	(10)	16	34 (21)
		17 BLK	33 (20)
	(11)	18	165 32
		19	31
	(12)	20	30 (19)
		21	29 (18)
		22	28 (17)
	(13)	23	27 (14)
		24	26
			25 (15)
			(16)

ST.

30 TH.

1	2	3	48
(1)	(2)	(3)	47 (25) (26)
		3	46
	(4)	4	45 (24)
		5	44
	(5)	6	43 (23)
SUBJECT		7	42
	(5)	8	41 (22)
		9	40
	(7)	10	39 (21)
		11	38
	(8)	12	37 (20)
		13	36
	(9)	14	35 (19)
		15	34
	(10)	16	33 (18)
		17 BLK	164 32
		18	31 (17)
		19	30
		20	29 (16)
	(11)	21	28
		22	27 (12) (15)
		23	26
		24	25 (13) (14)

ST.

OHIO

38

LINCOLN

AVE

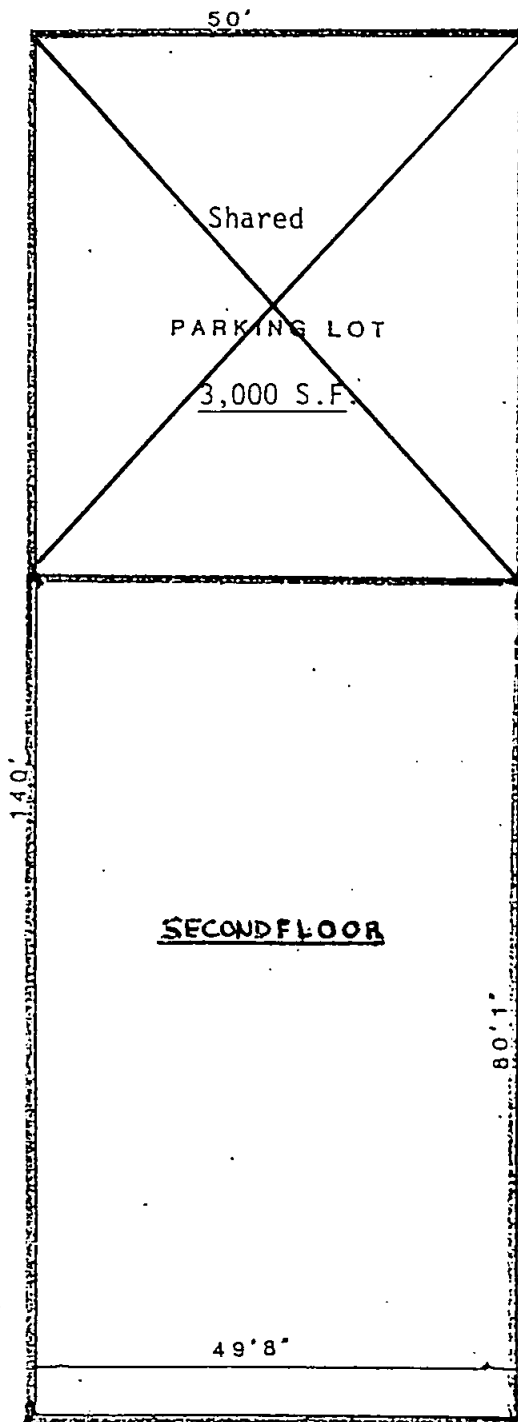
EXHIBIT A

PAGE 1 OF 2

MAP 10276-KANSAS STREET VILLAS CONDOMINIUM

ALLEY

1" EQUALS 20'



30th STREET

EXHIBIT A

EXHIBIT "B"

The following charges may be made for groups or entities using the community meeting room. All revenues shall be used to defray utilities, management, community center expenses, and staff, and shall be the property of Lessee:

\$20 per meeting of less than 50
\$40 per meeting of more than 50

EXHIBIT "C"

City has performed the following repairs and improvements to the leased premises.

- A. Initial roof patch as needed and coat.
- B. Resurface parking lot.

4069 30TH STREET
(SECOND FLOOR)

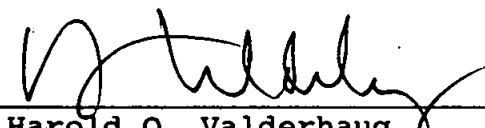
(R-92-1623)

RESOLUTION NUMBER R- 279833ADOPTED ON APR 27 1992

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 20-year lease agreement (with a right of termination at any time with 180 days notice) with ALPHA OF SAN DIEGO, a California nonprofit corporation, for the use of City-owned property located at 4069-71 30th Street, including contiguous parking lot, in consideration of community services provided by the lessee, under the terms and conditions set forth in that lease agreement on file in the office of the City Clerk as Document No. RR- 279833.

APPROVED: JOHN W. WITT, City Attorney

By


Harold O. Valderhaug
Deputy City Attorney

HOV:ps
04/14/92
Or.Dept:Prop.
Job:220642
R-92-1623
Form=r-t

RECEIVED
MAY 04 1992
PROPERTY DEPT

MEMORANDUM OF UNDERSTANDING

between the City of San Diego, Elderhelp of
San Diego, Inc., and Alpha of San Diego, Inc.

DUPLICATE

In accordance with Section 1.02, Uses, of City Clerk Documents RR-279832
and RR-279833), the following conditions are agreed to by all parties:

1. Joint Use.

Elderhelp of San Diego, Inc., shall allow Alpha of San Diego use of the partitioned conference room on its premises (first floor) from 1:00 p.m. to 5:00 p.m., Tuesday, Wednesday and Thursday.

And, Alpha of San Diego shall allow Elderhelp of San Diego use of two offices on the second floor from 9 a.m. to 1:00 p.m. Monday through Friday.

It is understood that this arrangement is based on peak hour use and that the areas will be utilized only when the respective organization has reached capacity on its assigned floor.

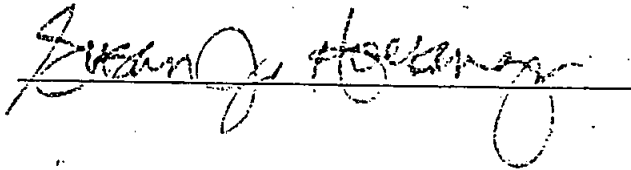
In addition, each agency shall be responsible for providing the City with proof of compliance with Section 5, Insurance Risk/Security, for utilization of the joint use space.

The City Manager has entered into this agreement based on a demonstrated need by both agencies for additional space.

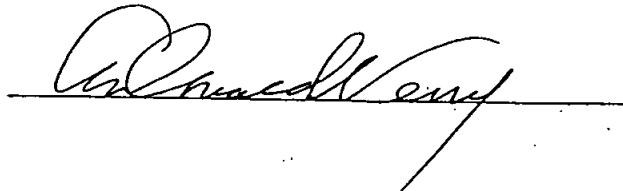
The City Manager specifically reserves the right to modify or discontinue any uses approved by this memorandum if and when the City Manager deems such change necessary and in the best interest of the public. LESSEE agrees that the City manager shall retain the authority to make such changes by giving not less than 90 days advance written notice.

Nothing herein is intended to modify or delete any other condition of said agreement. This memorandum shall be effective upon the date of execution by the City Manager.

ELDERHELP OF SAN DIEGO, INC.



ALPHA OF SAN DIEGO, INC.



APPROVED as
to form by JOHN W. WITT, City Attorney

By 
Deputy City Attorney

CEBK:st(3)
2-26-92

CITY OF SAN DIEGO


JAMES L. SPOTTS, PROPERTY DIRECTOR
FOR: JACK MC GRORY, CITY MANAGER

BY-LAWS
OF
ALPHA OF SAN DIEGO, INC.

ARTICLE I

Offices

The principal office of Alpha of San Diego, Inc., in the State of California shall be located in the County of San Diego. The corporation may have such other offices, either within or without the State of California, as the Board of Directors may from time to time determine, or as the affairs of the corporation may require.

The corporation shall have and continuously maintain in the State of California, a registered office, and a registered agent whose office is identical with such registered office, as required by the State of California's Non-Profit Public Benefit Corporation Law. The registered office may be, but need not be, identical with the principal office in the State of California, and the address of the registered office may be changed from time to time by the Board of Directors.

ARTICLE II

Membership

Section 1. MEMBERS. The corporation shall have only those members who are duly elected to the Board of Directors. All rights which normally vest in members shall vest in the Board of Directors.

ARTICLE III

Board of Directors

Section 1. General Powers. The affairs of the corporation shall be managed by its Board of Directors, who shall be responsible for setting basic policies and programs within the scope of powers granted by California Non-Profit Corporation Law, and these By-Laws.

Section 2. Number and Qualification. The Board of Directors shall consist of not less than fifteen (15) members. They shall be at least eighteen (18) years of age, and residents of San Diego County, California, and none shall be excluded by reason of race, religion, sex or handicap. No member of the Board of Directors shall be a direct relative of an employed staff member.

Section 3. Annual Meeting. The Annual Meeting of the Board of Directors will be held on the third Thursday in June of each year for the purpose of electing Directors to the Board and transacting business. If said Thursday falls on a holiday, then the meeting shall be held on the next succeeding Thursday which does not fall on a holiday. Written notice shall be given ten (10) days prior to the Annual Meeting.

Section 4. Regular Meetings. Regular meetings shall be held on the third Thursday of every month, with the exception of the month of the Annual Meeting. Written notice of regular meetings will be mailed first class to all Board members to be received five (5) days prior to the meeting. Notice will include time, place, date and anticipated business to be transacted.

Section 5. Special Meetings. Special meetings of the Board of Directors may be called by the President, Vice-President, Secretary or any two directors. The person or persons authorized to call special meetings of the Board may fix any place within the County of San Diego, California as the place for holding any special meeting of the Board called by them. At any special meeting the Board may by a two-thirds vote terminate a member of the Board.

Section 6. Notice. Notice of any special meeting of the Board of Directors specifying place, date and time, and purpose of the meeting shall be given at least two (2) days previously thereto by written notice delivered personally or by telegram to each director at his/her address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed within four (4) days if first class mail. If the notice is to be given by telegram, such notice shall be deemed to be delivered to the telegraph company. Any director may waive notice of any meeting. The absence of a director at any meeting shall constitute a waiver of notice of such a meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any regular or special meetings of the Board need be specified in the notice of waiver of notice of such meeting, unless specifically required by law or by these By-Laws.

Section 7. Quorum. One third of the current members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board; but, if less than one third of the directors are present, they may adjourn the meeting.

Section 8. Manner of Acting. The act of a majority of the directors, but in no case less than three (3), present at a meeting at which a quorum is present shall be the act of the Board of Directors, unless the act of a greater number is required by law or by these By-Laws.

Section 9. Vacancies. Any director may resign effective upon giving written notice to the Chairman of the Board or Secretary of the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be selected before such time to take office when the resignation becomes effective. Vacancies in the Board shall be filled in the same manner as the director(s) whose office is vacant was selected, provided that vacancies to be filled by election of directors may be filled by a majority of the remaining directors, although less than a quorum, or by a sole remaining. Each director so selected shall hold office until the expiration of the term of the replaced director and until a successor has been selected and qualified.

A vacancy or vacancies in the Board shall be deemed to exist in case of the death, resignation or removal of any director, or if the authorized number of directors be increased.

The Board may declare vacant the office of a director who has been declared of unsound mind by a final order of court, or convicted of a felony, or been found by a final order or judgment of any court to have breached any duty arising under Article 3 of the California Non-Profit Public Benefit Corporation Law.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of the director's term of office.

Section 10. Compensation. Directors as such shall not receive any stated salaries for their services. Additionally, no distribution of cash or any property by the corporation will be made to any member of the Board of Directors.

Section 11. Informal Action by Directors. Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken shall be signed by all directors that may be reasonably contacted.

Section 12. Term of Directors. Each director, upon election will service a two (2) year term. No director, whether elected or designated shall serve more than three (3) consecutive full terms. The Board of Directors may initially elect one half of the members for one (1) year, only in order to provide for a staggering of terms for the purposes of continuity of experience and organization.

Section 13. Termination of a Director. The majority of the directors may by an affirmative vote of two thirds of the directors terminate a director for cause. Cause can be defined as: inactive directorship, or participating in activities which are in conflict with the values and goals of the corporation or as stated in Article II, Section 5230 of the Non-Profit Corporation Law.

Section 14. Resignation. Any member may resign by filing a written resignation with the Secretary of the Board of Directors.

ARTICLE IV

Officers

Section 1. Officers. The officers of the corporation shall be the President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary, a Treasurer, and such other officers, including one or more assistant treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed, from time to time, by the Board of Directors. Any two or more offices may be held by the same person, except the offices of President, Secretary, and Treasurer.

Section 2. Election and Term of Office. The officers of the corporation shall be elected annually by the Board of Directors at the regular Annual Meeting of the Board of Directors. If the election of officers shall not be at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his/her successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the corporation would be served thereby. Removal requires a majority vote of the Directors.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by a vote of the Board of Directors for the unexpired portion of the term.

Section 5. The President. The President shall be the principal executive officer of the corporation and shall in general supervise and control all of the business and affairs of the corporation. He/She shall preside at all meetings of the Board of Directors. He/She may sign, with the Secretary or any other proper officer of the corporation authorized by the Board of Directors, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these By-Laws or by statute to some other officer or agent of the corporation; and in general he/she shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. Vice-President. In the absence of the President or in the event of his/her inability or refusal to act, the Vice-President (or in the event there be more than one Vice President, the Vice-Presidents in order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. Any Vice-President shall perform such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 7. Treasurer. The Treasurer shall be recognized as the Chief Financial Officer of the corporation. If required by the Board of Directors, the Treasurer shall give a bond for the faithful discharge of his/her duties in such sum and with such surety or sureties as the Board of Directors may determine. He/She shall have charge and custody and be responsible for all funds and securities of the corporation; receive and give receipts for monies due and payable to the corporation from any source whatever, and deposit all such monies in the name of the corporation in such banks, trust companies and other depositories as shall be selected in accordance with the provisions of Article VI of these By-Laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these By-Laws or as required by Law; be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws; keep a register of the post office address of each member of the Board of Directors which shall be furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him/her by the President or by the Board of Directors.

ARTICLE V

Committees

Section 1. Committees of Directors. The Board may appoint committees, each including two or more directors, for the areas of Nominations, Personnel, Budget and Finance, Facilities and Equipment, Program Oversight, and such other areas of need that may arise from time to time. The Board may delegate to such committees any of the authority of the Board except with respect to:

(a) The approval of any action for which the California Non-Profit Public Benefit Corporation Law also requires approval of the members or approval of a majority of all members;

(b) The filling of vacancies on the Board or in any committee;

(c) The amendment or repeal of By-Laws or the adoption of new By-Laws;

(d) The amendment or repeal of any resolution of the Board which by its express terms is not so amendable or repealable;

(e) The appointment of other committees of the Board or the members thereof;

(f) The expenditure of corporate funds to support any nominee for director in any manner whatever;

(g) The approval of any self-dealing transaction, as such transactions are defined in Section 5233(a) of the California Non-Profit Public Benefit Corporation Law.

Any such committee must be created, and the members thereof appointed, by resolution adopted by a majority of the authorized number of directors then in office, provided a quorum is present, and any such committee may be designated by such name as the Board shall specify. The Board may appoint, in the same manner, alternate members of any committee who may replace any absent member at any meeting of the committee. The Board shall have the power to prescribe the manner in which proceedings of any such committee shall be conducted. In the absence of any such prescription, such committee shall have the power to prescribe the manner in which its proceedings shall be conducted. Unless the Board or such committee shall otherwise provide, the regular and special meetings and other actions of any such committee shall be governed by the provisions of this Article III applicable to meetings and actions of the Board. Minutes shall be kept of each meeting of each committee.

Section 2. Term of Office. Each member of a committee shall continue as such until the next Annual Meeting of the Board of Directors and until his/her successor is appointed, unless the committee shall be sooner terminated, or unless such member shall be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Chairperson. One member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

Section 4. Vacancies. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5. Quorum. Unless otherwise provided in the resolution of the Board of Directors designating a committee, one third of the whole committee shall constitute a quorum and the act of the one third of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 6. Rules. Each committee may adopt procedures for its own management consistent with these By-Laws or with rules adopted by the Board of Directors.

ARTICLE VI

Staff

Section 1. Employees. The Board of Directors shall employ the Executive Director and shall authorize the employment of other employees as are needed to carry out the programs of the corporation. The salaries or wages and other terms of employment shall be set by the Board of Directors (who may enter into contracts of employment on behalf of the corporation).

Section 2. Executive Director. The Executive Director shall serve at the pleasure of the Board of Directors for such compensation as the Board may determine. (S)he shall have general direction over the operations of the corporation and shall be its official representative. (S)he shall comply with Board policies and shall submit to the Board of Directors such reports, analyses, statistics, plans and other information as may be required from time to time, and shall assist the committee on finances in the preparation of the annual budget. (S)he shall meet regularly with the staff and carry out planning decisions and direction in cooperation with their joint study and recommendations; provided that all policy matters and major decisions be formulated as recommendations to the Board and be approved by it. The Executive Director shall be ex-officio member of the Board and of all standing committees.

Section 3. Employed Personnel. All employees, other than the Executive Director, shall be hired by the Executive Director on the joint recommendations of the staff acting as a management team and of the Personnel Committee of the Board.

Section 4. Personnel Guidelines. The Board and its Personnel Committee shall provide up-dated job descriptions for each position, and guidelines for grievances procedures, adjustments and dismissals. Grievances may come to the Board, and all dismissals be by action of the Board. Suspension for cause may be made by the Executive Director between meetings and/or action of the Board.

Section 5. Relation to the Board. The staff shall have the right to be present and to speak at meetings of the Board but shall have no vote. They shall make regular reports to the Board under the direction of the Executive Director.

ARTICLE VII

Contracts, Checks, Deposits and Funds

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers so authorized by these By-Laws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority shall be confined to specific instances.

Section 2. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by such officer or officers, agent or agents of the corporation and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the Chief Financial Officer and counter-signed by the President or a Vice-President of the corporation should two signatures be required.

Section 3. Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may select.

Section 4. Gifts. The Board of Directors may accept on behalf of the corporation any contribution, gift, bequest or devise for the general purposes or for any special purpose of the corporation.

ARTICLE VIII

Books and Records

The corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors and shall keep at its registered or principal office a record giving the names and addresses of the members of the Board of Directors. Every director shall have the absolute right at any reasonable time to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation of which such person is a director.

ARTICLE IX

Audit

The Board of Directors shall provide that all funds, and records of funds, be audited at the end of each fiscal year, or earlier if needed for contract compliance; and that such audits shall be performed to the extent required to satisfy both this corporation and agencies or parties funding the corporation.

ARTICLE X

Indemnification

The corporation shall indemnify any director, officer or former director or officer of the corporation against expenses actually and reasonably incurred by him/her in connection with the defense of any action suit, or proceeding, civil or criminal, in which (s)he is made a party by reason of being or having been a director or officer, except in relation to proceeding to be liable for negligence or misconduct in the performance of duty to the corporation.

ARTICLE XI

Dissolution

In the event of the dissolution of the corporation, the Board of Directors shall, after payment of all liabilities of the corporation, dispose of the assets of the corporation, exclusively for the purposes of the corporation in such manner, as to such organization, organized and operating as follows:

(1) All liabilities and obligations of the corporation shall be paid, satisfied and discharged or adequate provision shall be made therefore.

(2) Assets held by the corporation upon condition requiring return, transfer or conveyance, which condition occurs by reason of the dissolution, shall be returned, transferred or conveyed in accordance with such requirements.

(3) Assets held for charitable, religious, benevolent, educational or similar use, but not held upon a condition requiring return, transfer or conveyance by reason of dissolution, shall be transferred or conveyed to one or more domestic or foreign corporations, societies or organizations which shall at the time qualify as a Section 501(c)(3), Internal Revenue Code of 1954 (or the corresponding provision of any future United States Internal Revenue Law) engaged in activities substantially similar to those of this corporation, pursuant to a plan of distribution adopted as provided in the laws of the State of California.

ARTICLE XII

Fiscal Year

The fiscal year of the corporation shall begin on the first day of July and end on the last day of June in each year.

ARTICLE XIII

Non-Discrimination

The corporation shall not discriminate against any person, employer, or applicant for services, because of race, color, sex, age, national origin, political or religious opinions or affiliations. The corporation shall abide by any and all pertinent rules, regulations, ordinances, statutes and laws of the State and Federal Government or agencies prohibiting discrimination.

ARTICLE XIV

Seal

The Board of Directors shall provide a corporation seal, which shall be in the form of a circle and shall have inscribed thereon the name of the corporation.

ARTICLE XV

Waiver of Notice

Whenever any notice is required to be given under the provisions of the State of California's Non-Profit Public Benefit Corporation Law or under the provisions of the Articles of Incorporation or By-Laws of the corporation, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE XVI

Amendments to By-Laws

These By-Laws may be altered, amended or repealed and new By-Laws may be adopted by a majority of the directors present at any regular meeting or at any special meeting, if at least ten (10) days written notice (first class mail) is given of intent to alter, amend or repeal or to adopt new By-Laws at such meeting.