



THE CITY OF
SAN DIEGO
REAL ESTATE ASSETS DEPARTMENT
Civic Center Plaza
1200 Third Avenue, Suite 1700
San Diego, California 92101 - 4199

return to:

THE CITY OF SAN D

Telephone:
(619) 236-5952
Fax: (619) 236-6706

PAUL T. CRAWFORD
Property Agent
Asset Marketing

Printed on recycled paper

November 5, 1999

R. Michael Pack
RMP Financial
5005 Texas Street, Suite 305
San Diego, CA 92108

Reference: HOLDOVER OF PARKING AGREEMENT

Dear Mr. Pack:

Your permit with the City dated September 17, 1996, was to have expired on October 31, 1999. The present permit shall continue on a month-to-month holdover basis commencing November 1, 1999, at a monthly permit fee of \$450, pending processing of a new permit to the City Council. The permit to be recommended for Council approval will be for a term of 10 years. Monthly permit fees will be \$450 in year one, \$550 in year two, \$650 in year three, \$750 in year four, \$850 in year five, and then an annual CPI adjustment in years six through ten. A one-time processing fee of \$360 is also required.

If the above terms are acceptable to you, please sign the enclosed copy of this letter in the space indicated and return it to Paul Crawford of this department, together with a check payable to "City Treasurer" for the \$360 processing fee.

Sincerely,


Lucille M. Goodman
Supervisor
236-6720

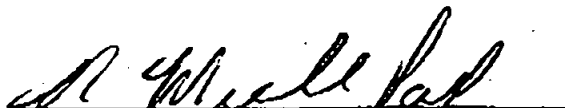
PC:jmj-n

Enclosure

FILE: 922139

IAWPO\1999\CRAWFORD\L-PACK.6

ACKNOWLEDGED AND ACCEPTED:


R. Michael Pack

11-5-99
Date

Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199





DUPLICATE

DUPLICATE

THE CITY OF SAN DIEGO

November 12, 1999

Files: Property File - P522-1

Permit File - RMP Financial

Job: 922139

RMP Financial
5005 Texas Street, Suite 305
San Diego, CA 92108

Attention: R. Michael Pack

Re: Right-of-Entry Permit - Portion of Unimproved Texas Street and Camino del Rio South
Right of Way, Being a Portion of Pueblo Lot 1110

The City of San Diego ("City") hereby grants permission to RMP Financial ("Permittee") to enter upon the above-referenced City-owned property ("permit area"), as delineated on the attached Exhibit "A," upon the following terms and conditions:

1. Permittee's use of the permit area shall be limited to automobile parking for Permittee's office building and maintenance of adjacent landscaping.
2. Consideration to City for granting this permit shall be a \$360 nonrefundable processing fee and a \$450 monthly permit fee for the first year of this permit commencing on the effective date hereof. The monthly permit fee shall be \$550 for the second year of this permit, \$650 monthly for the third year, \$750 monthly for the fourth year, and \$850 monthly for the fifth year. Permit fees are payable at the office of the City Treasurer on or before the tenth day of each month. The first and last months' permit fees will be prorated as necessary to achieve payment on the tenth of the month. Payments postmarked or paid in person after the tenth of the month will be subject to a 5 percent late charge if 1 to 15 days past due, and to an additional 5 percent late charge if 16 or more days past due. In no event shall the late charge be less than \$25.
3. Beginning with the sixth year of this permit, the permit fee will be adjusted annually as of the anniversary date of the permit to reflect any increase in the Consumer Price Index during the preceding year. The index used will be the CPI for "All Urban Consumers" for the Los Angeles/Anaheim/Riverside area. Permittee will continue paying the permit fee at the existing rate until notified of the new rate by the City. Permittee will then promptly remit the difference between the permit fees paid at the old rate and those due at the new rate.

RR-292740

DOCUMENT NO. _____
FEB 07 2000
FILED _____
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA



Real Estate Assets

1200 Third Avenue, Suite 1700, MS 51A • San Diego, CA 92101-4199

Tel (619) 236-6020 Fax (619) 236-6706

4. The term of this permit shall be ten (10) years commencing on the first day of the calendar month following execution by the City Manager.
5. Permittee certifies that a policy of public liability and property damage insurance, in which "The City of San Diego" is named as an additional insured, has been secured in an amount of not less than \$1 million combined single limit liability with an occurrence claims form and that said policy shall be kept in force for the duration of this permit. A certificate of said insurance shall be filed with the City Real Estate Assets Department upon execution of this permit.
6. Permittee agrees to defend, indemnify, protect, and hold the City, its agents, officers, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Permittee'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 permit area or the work and operations to be performed under this agreement, and all expenses of investigating and defending against same; provided, however, that Permittee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of the City, its agents, officers, or employees.
7. Permittee 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 Permittee's use of the permit area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
8. All risks in connection with Permittee's use of the permit area and any damages to the improvements thereon, thereunder, or in the vicinity thereof shall be borne in full by Permittee.
9. Permittee shall not use the permit area in any manner which, in the opinion of the City Manager, creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area.
10. This permit is revocable at any time by either City or Permittee upon thirty (30) days advance written notice to the other party. It is mutually agreed that the City of San Diego shall not be obligated for any loss, financial or otherwise, which may be incurred by Permittee as a result of termination of this permit, and, further, that Permittee expressly waives any claim for expense or loss which Permittee might incur as a result of termination of this permit.

11. Permittee recognizes and understands that this permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest. Permittee further agrees that such tax payment shall not reduce any fee paid the City of San Diego hereunder and that such tax shall be paid by Permittee before becoming delinquent.
12. Permittee shall at its sole cost and expense comply with all the requirements of all municipal, state, and federal authorities now in effect or which may hereafter be in effect, which pertain to the permit area.
13. Upon expiration or earlier termination of this permit, Permittee shall at its sole cost remove all materials and repair and/or restore the permit area to its original condition, including any hazardous or toxic waste remediation, to the satisfaction of the City Manager.
14. Permittee shall not assign any rights granted by this permit nor any interest therein without the prior written approval of the City Manager. Approval of any such proposed assignment may be withheld in the sole and absolute discretion of the City Manager. Any assignment by operation of law shall automatically terminate this permit.
15. No signs shall be displayed on the permit area without the prior written consent of the City Manager, except for parking control signs or leasing signs for Permittee's adjacent office building.
16. Maintenance of the permit area shall be the sole responsibility of Permittee during the entire term of this permit.
17. This activity is categorically exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

Please acknowledge your agreement to the foregoing terms and conditions on the enclosed three copies of this permit and return them to the City Real Estate Assets Department within 10 days from receipt hereof.

Page 4
RMP Financial
November 12, 1999

If you should require additional information or have any questions, please call Paul T. Crawford, Property Agent, at 236-5952.

Very truly yours,



William T. Griffith, Director
Real Estate Assets Department

Date: 2/22/00

PTC:jmj-n

Attachments

cc: County Assessor

I:\WPO\1999\CRAWFORD\F-RMP FINANCIAL 66

R- 292740

Page 5
RMP Financial
November 12, 1999

THE ABOVE IS ACKNOWLEDGED AND ACCEPTED THIS 12 DAY OF
NOV, 1999.

RMP FINANCIAL

By R. Michael Pack
R. Michael Pack

APPROVED AS TO FORM AND LEGALITY

CASEY GWINN, City Attorney

By Patricia Dwyer
Deputy City Attorney

ENVIRONMENTAL ANALYSIS SECTION
ENVIRONMENTAL CLEARANCE:

By John M. Trone SR ENV. PLANNER
12/15/99

K- 292740

CAMINO DEL RIO SOUTH

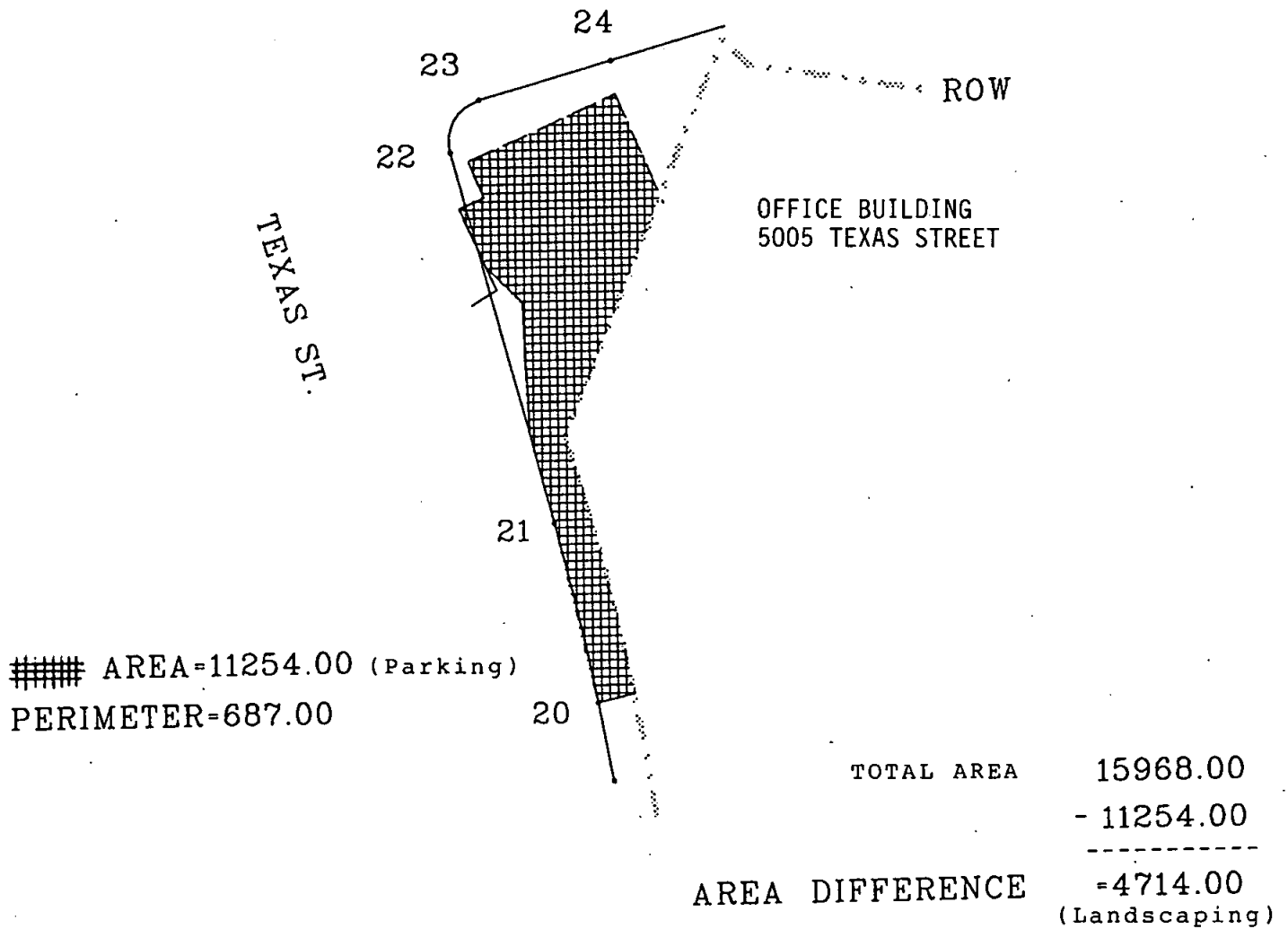


EXHIBIT A

RESOLUTION NUMBER R- 292740

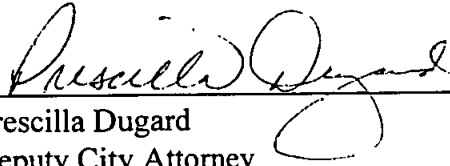
ADOPTED ON FEB 07 2000

WHEREAS, the City and RMP Financial have negotiated a 10-year permit agreement at the initial permit fee of \$450 per month, the fair market rate as determined by City valuation staff; NOW, THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the City Manager is authorized to execute, for and on behalf of The City of San Diego, a 10-year permit agreement with RMP Financial, for a parking lot on 0.37 acre of City-owned undeveloped Texas Street and Camino del Rio South right-of-way, being a portion of Pueblo Lot 1110, at an initial monthly rent of \$450, under the terms and conditions set forth in that permit agreement on file in the office of the City Clerk as Document No. RR- 292740.

APPROVED: CASEY GWINN, City Attorney

By


Prescilla Dugard
Deputy City Attorney

PD:cdk
01/24/2000
Job:922139
Or.Dept:READ
R-2000-853

FEB 07 2000

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

YEAS: MATHIS, WEAR, KEHOE, STEVENS, WARDEN, STALLINGS, McCARTY, VARGAS,
MAYOR GOLDING.

NAYS: NONE.

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: PEGGY ROGERS

Deputy

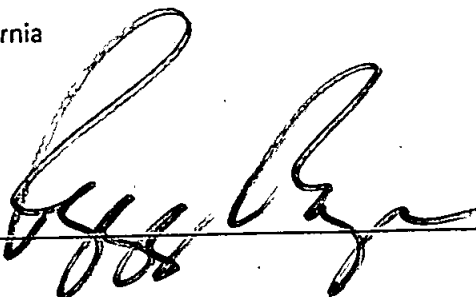
I HEREBY CERTIFY that the above and foregoing is a full, true and correct copy of RESOLUTION

No. R- 292740, passed and adopted by the Council of The City of San Diego, California
on FEB 07 2000

CHARLES G. ABDELNOUR

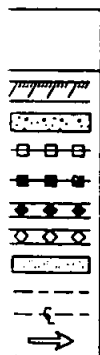
City Clerk of The City of San Diego, California

(SEAL)

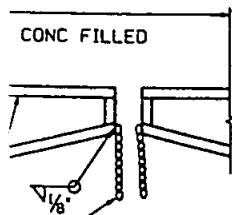
By: 

Deputy

	REMARK
4'	BARRIER $\mathcal{C}$
31'	BARRIER $\mathcal{C}$
0'	6" A.C. BERM
0'	6" A.C. BERM
4'	6" A.C. BERM
30'	6" A.C. BERM
7'	6" A.C. BERM
5'	6" A.C. BERM
4'	6" A.C. BERM
6'	6" A.C. BERM
5'	6" A.C. BERM
7'	CURB & GUTTER
5'	CURB & GUTTER
0'	CURB & GUTTER
0'	CURB & GUTTER
0'	EX. 6" A.C. BERM
0'	6" A.C. BERM
0'	6" A.C. BERM

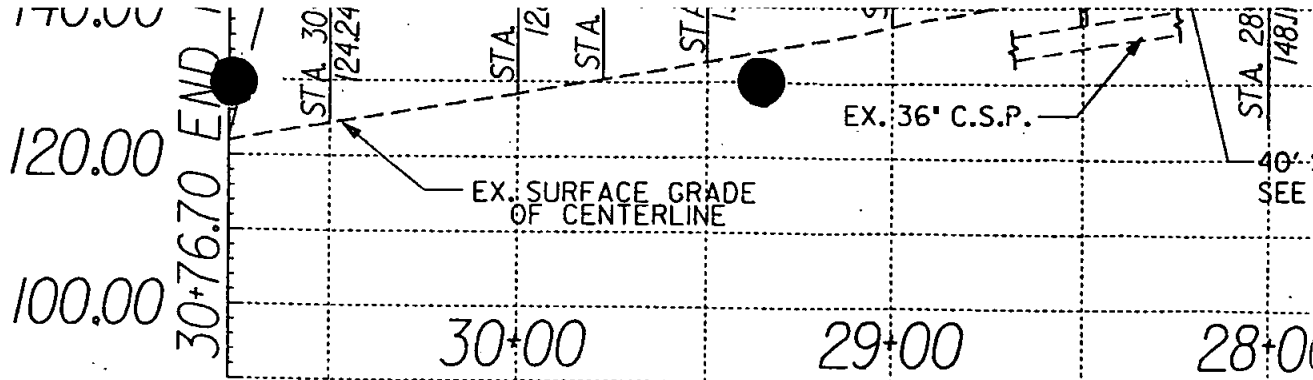


U. YD.
U. YD.

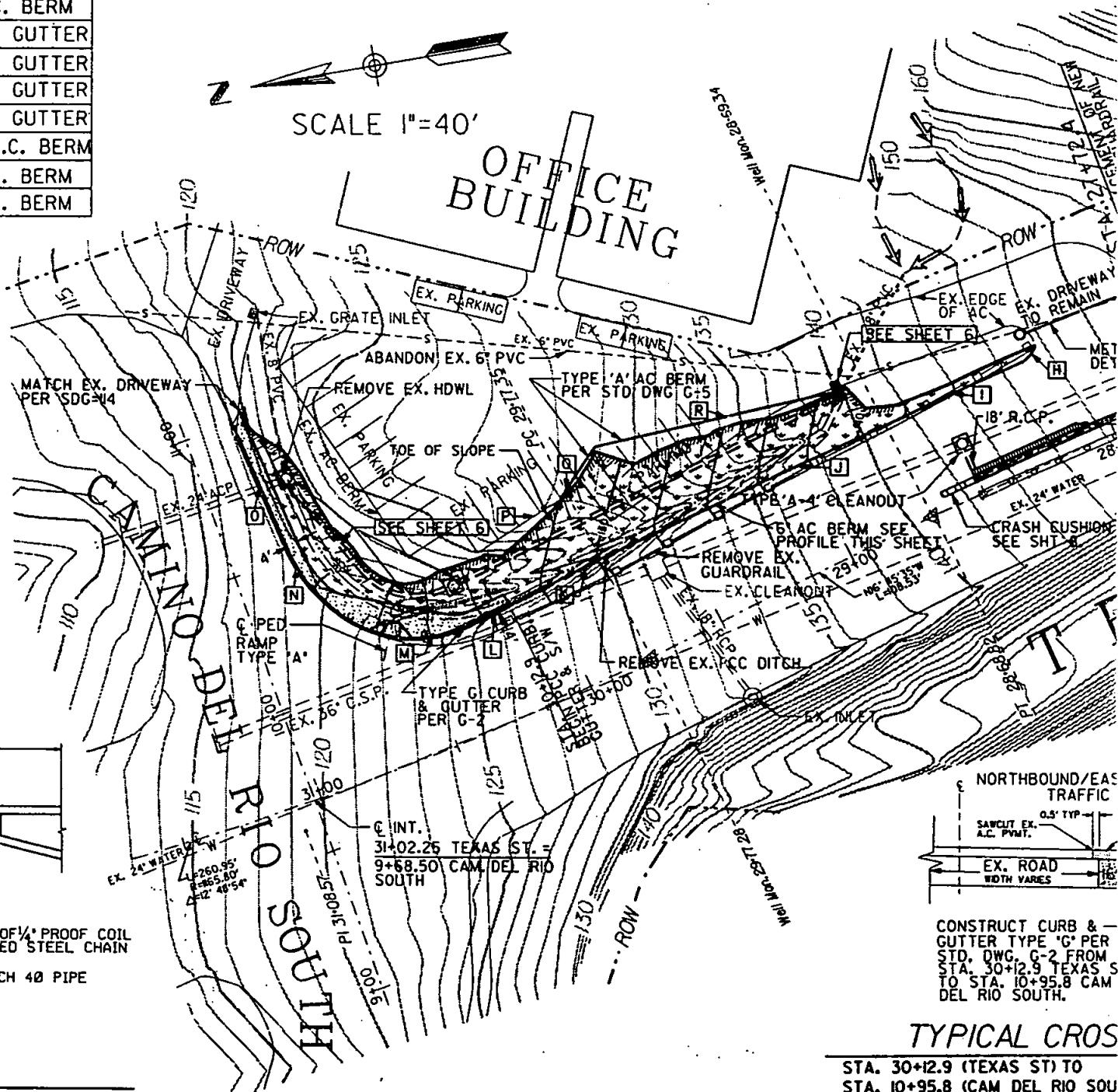


WELD 12" OF 1/4" PROOF COIL GALVANIZED STEEL CHAIN
LV STEEL 2" SCH 40 PIPE

NO SCALE



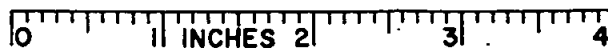
SCALE 1"=40'



TYPICAL CROSS

STA. 30+12.9 (TEXAS ST) TO
STA. 10+95.8 (CAM DEL RIO SOUTH)

PRINT-ORIG. SCALE



REQUEST FOR COUNCIL ACTION

CITY OF SAN DIEGO

1. CERTIFICATE NUMBER: READ#75

TO: **CITY ATTORNEY**

2. FROM: (Originating Department)
REAL ESTATE ASSETS DEPARTMENT/MARKETING

3. DATE
December 13, 1999

4. SUBJECT:
Permit Agreement with RMP Financial

5. FOR INFORMATION CONTACT: (NAME & MAIL STA.)
GOODMAN/Crawford 51A

6. TELEPHONE NO.
66720/65952

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

8. COMPLETE FOR ACCOUNTING PURPOSES

FUND				
DEPT				
ORGANIZATION				
OBJECT				
JOB ORDER				
C.I.P. NO.				
AMOUNT				

9. ADDITIONAL INFORMATION / ESTIMATED COST:

Cost to City: None
Job: 922139
cc: Dept. Docket Clerk

REDI Book Page: 354
Thomas Guide Page: 1269 D3

10. ROUTING AND APPROVALS

ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED	ROUTE (#)	APPROVING AUTHORITY	APPROVAL SIGNATURE	DATE SIGNED
1	Department Director	<i>[Signature]</i>	12/22/99	X	CITY MANAGER CULBRETH-GRAFT	<i>[Signature]</i>	1-19-00
X	P&DR-EAS	<i>[Signature]</i>	12/22/99		AUDITOR		
X	FINANCIAL MGMT.	<i>[Signature]</i>	1-18-00	X	CITY ATTORNEY	<i>[Signature]</i>	1-24-00
X	EOCP	<i>[Signature]</i>	1-17-00	X	ORIGINATING DEPARTMENT	<i>[Signature]</i>	1-24-00
					MGR. DOCKET COORD.		COUNCIL REP.
					RULES COMMITTEE	☐ CONSENT ☐ Refer to _____	☐ ADOPTION ☐ Date _____

11. PREPARATION OF: ☒ RESOLUTION(S) ☐ ORDINANCES(S) ☐ AGREEMENT(S) ☐ DEED(S)

Authorizing the City Manager to execute a 10-year permit agreement with RMP Financial for a parking lot on 0.37 acre of City-owned undeveloped Texas Street and Camino del Rio South right-of-way, being a portion of Pueblo Lot 1110, at an initial monthly permit fee of \$450.

11a. MANAGER'S RECOMMENDATION: **Adopt the resolution.**

12. SPECIAL CONDITIONS (REFER TO A.R. 9.20 FOR INFORMATION ON COMPLETING THIS SECTION).

COUNCIL DISTRICT: 3

COMMUNITY AREA: MISSION VALLEY

ACTION REQUESTED BY: Real Estate Assets Department Director

DOCUMENT SUBMITTED: Permit in triplicate for execution by the City Manager.

DESCRIPTIVE LOCATION: Southeast corner of Texas Street and Camino del Rio South.

ENVIRONMENTAL ASSESSMENT: This activity is exempt from CEQA pursuant to State CEQA Guidelines, Section 15301.

HANDLING: DO NOT RECORD. Deliver duplicate original and copy of permit to Real Estate Assets Department, Attention: Paul T. Crawford, M.S. 51A, for further handling.

DOCKET SUPPORTING INFORMATION

CITY OF SAN DIEGO

DATE

December 13, 1999

SUBJECT

Permit Agreement with RMP Financial

BACKGROUND:

For the past 10 years, RMP Financial has had a permit to use 0.37 acre of City-owned property for parking and landscaping. RMP Financial is the long-term lessee of the office building at 5005 Texas Street, and the adjacent City property supplements the building's parking. The City's property is an undeveloped, excess portion of Texas Street and Camino del Rio South, and the permittee maintains a paved parking lot and landscaping on the site. RMP Financial currently pays the City \$400 per month and requests a new permit with a 10-year term, as the existing permit has expired and is on holdover. The monthly permit fee will increase to \$450 the first year and gradually increase to \$850 by year five, then an annual Consumer Price Index adjustment for years six through ten. City staff has determined these permit fees to be at market. The permit is revocable by either party upon 30 days prior written notice.

FISCAL IMPACT: \$450 per month will be deposited into the General Fund.

BYLINE: (DEPUTY CITY MGR/DEPT. HEAD/AUTHOR INITIALS)

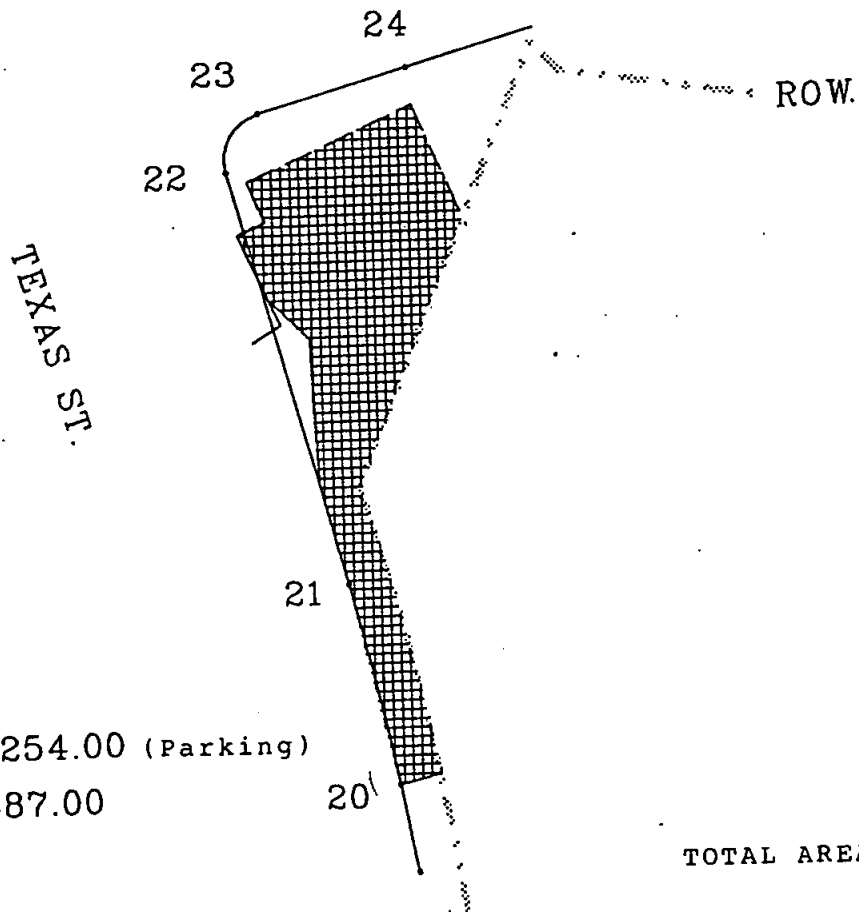
CULBRETH-GRAFT:Griffith:PTC

Job: 922139

SIGNATURES:


ORIGINATING DEPT. HEAD
CITY MANAGER:
(FOR MANAGERIAL DEPARTMENTS ONLY)

CAMINO DEL RIO SOUTH



AREA=11254.00 (Parking)
PERIMETER=687.00

TOTAL AREA	15968.00
	- 11254.00

AREA DIFFERENCE	=4714.00
	(Landscaping)

EXHIBIT A

EQUAL OPPORTUNITY AGREEMENT

NON-DISCRIMINATION CLAUSE: Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Contractor shall ensure that its subcontractors comply with the City of San Diego's Equal Employment Opportunity Program.

EQUAL EMPLOYMENT OPPORTUNITY (EEO): Contractor has received, read, understands and agrees to be bound by the City of San Diego *Municipal Code*, Chapter II, Article 2, Division 27 (Equal Employment Opportunity Program) provided with the proposal package.

Contractor has submitted either a *Work Force Report* or an *Equal Employment Opportunity Plan* as required by Section 22.2705 of the City of San Diego *Municipal Code*.

City and Contractor agree that compliance with EEO provisions will be implemented, monitored, and reviewed by the City's Equal Opportunity Contracting Program (EOCP) staff.

EQUAL OPPORTUNITY CONTRACTING: Contractor has received, read, understands and agrees to be bound by the Equal Opportunity Contracting Program requirements described in the proposal package.

If requested, Contractor shall submit the *Outreach and Teaming Survey*. Contractor agrees to provide updated reports as requested by the City.

Contractor agrees to insert equal opportunity compliance language in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.

Project Name: RICK OF RAY PERMIT TEAMS - CAMIN ^{Del Rio St. 4TH} Bid No.: _____

Company Name: RMP FINANCIAL Date: 11-18-99

R. Michael Pack
Authorized Signature

R MICHAEL PACK
Print Authorized Signature Name



THE CITY OF SAN DIEGO

EQUAL OPPORTUNITY CONTRACTING PROGRAM

1010 SECOND AVENUE • SUITE 500 • SAN DIEGO, CA 92101

(619) 533-4464 • FAX: 533-4474

WORK FORCE REPORT

The objective of the Equal Employment Opportunity Program is to ensure that contractors doing business with the City, or receiving funds from the City, will not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship.

NO OTHER FORMS WILL BE ACCEPTED

CONTRACTOR IDENTIFICATION

Type of Contractor: ☐ Construction ☐ Vendor/Supplier ☐ Financial Institution ☒ Lessee/Lessor
☐ Consultant ☐ Grant Recipient ☐ Insurance Company ☐ Other

Name of Company: RMP FINANCIAL

AKA/DBA: 5005 TEXAS ST, SUITE 305

Address (Corporate Headquarters, where applicable): SAN DIEGO, CA 92108-3724

City _____ County _____ State _____ Zip _____

Telephone Number: (619) 251-4441 FAX Number: (619) 251-6619

Name of Company CEO: _____

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: _____

City _____ County _____ State _____ Zip _____

Telephone Number: () _____ FAX Number: () _____

Type of Business: _____ Type of License: _____

The Company has appointed: _____

as its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate, and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: _____

Telephone Number: () _____ FAX Number: () _____

For Firm's: ☐ San Diego Work Force and/or ☐ Managing Office Work Force

I, the undersigned representative of RMP FINANCIAL

(Firm Name)

S.D. CALIF

(County)

(State)

hereby certify that information provided herein is true and correct. This document was executed on this day of

R. Michael Pack 11/18/98
(Authorized Signature) (Print Authorized Signature Name)

NAME OF FIRM: RMP Financial

DATE: 11-18-99

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force.

Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- | | |
|--|--|
| (1) African-American, Black | (5) Filipino |
| (2) Latino, Hispanic, Mexican-American, Puerto Rican | (6) Caucasian |
| (3) Asian, Pacific Islander | (7) Other Ethnicities; not falling into other groups |
| (4) American Indian, Eskimo | |

OCCUPATIONAL CATEGORY	(1) African-American		(2) Latino		(3) Asian		(4) American Indian		(5) Filipino		(6) Caucasian		(7) Other Ethnicities	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Executive, Administrative, Managerial											1			
Professional Specialty														
Engineers/Architects														
Technicians and Related Support														
Sales														
Administrative Support/Clerical														
Services														
Precision Production, Craft and Repair														
Machine Operators, Assemblers, Inspectors														
Transportation and Material Moving														
Handlers, Equipment Cleaners, Helpers and Nonconstruction Laborers*														

*Construction labors and other field employees are not to be included on this page

TOTALS EACH COLUMN														
--------------------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

GRAND TOTAL ALL EMPLOYEES

1

INDICATE BY GENDER AND ETHNICITY THE NUMBER OF ABOVE EMPLOYEES WHO ARE DISABLED:

DISABLED														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

NON-PROFIT ORGANIZATIONS ONLY:

BOARD OF DIRECTORS														
VOLUNTEERS														
ARTISTS														