

FIRST AMENDMENT TO PUBLIC PURPOSE LICENSE

THIS FIRST AMENDMENT TO PUBLIC PURPOSE LICENSE ("First Amendment"), is entered into by and between the CITY OF SAN DIEGO, a California municipal corporation, herein after referred to as "CITY", and ALPHA PROJECT FOR THE HOMELESS, a California nonprofit public benefit corporation ("LICENSEE"), with reference to the following facts:

RECITALS

- A. CITY and LICENSEE entered into a Public Purpose License effective October 1, 2020, granting LICENSEE the right to operate and maintain an interim housing-focused family shelter as more particularly described in the License ("License").
- B. CITY and LICENSEE wish to amend the License to extend the Term and clarify the Effective Date of the License.
- C. All initially capitalized terms herein shall have the same meaning as in the License, unless otherwise specifically defined herein.

NOW THEREFORE, in consideration of the above recitals, which are incorporated by reference herein, and the mutual promises contained herein, the parties agree to amend the License as follows:

1. **Effective Date.** The introductory clause is hereby deleted in its entirety and replaced as follows:

"THIS CITY OF SAN DIEGO PUBLIC PURPOSE LICENSE ("License") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and ALPHA PROJECT FOR THE HOMELESS, a California nonprofit public benefit corporation ("LICENSEE"), to be effective as of July 20, 2020, when signed by the parties and approved by the San Diego City Attorney (the "Effective Date")."

2. **Term.** Paragraph 3 of the License, entitled **Term**, is hereby deleted in its entirety and replaced as follows:

"**Term.** The term of this License ("Term") shall commence on the Effective Date and will expire on June 30, 2021, subject to earlier termination by either party as set forth in Paragraph 61."

3. **No Other Changes.** All other terms and conditions of the License shall remain in full force and effect, and if there are any conflicts between the License and this First

Amendment, said conflict shall be resolved in favor of the terms and conditions of this First Amendment.

4. Confirmation and Integration. Except as expressly amended by this First Amendment, the parties hereby confirm and ratify the License in its entirety. The License, as amended hereby, constitutes the entire agreement between the parties pertaining to the subject matter of the License, as so amended, and supersedes all prior and contemporaneous agreements and understandings of the parties and their predecessors in connection therewith.
5. Counterparts. This First Amendment may be executed in any number of counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same original document.
6. Headings. The section headings herein are for convenience only and do not define, limit or construe the contents of such sections.
7. Each individual executing this First Amendment on behalf of another person or legal entity represents and warrants that they are authorized to execute and deliver this First Amendment on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this First Amendment is binding upon such person or entity in accordance with its terms. Each person executing this First Amendment on behalf of another person or legal entity represents and warrants such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
8. This First Amendment will be effective when signed by both parties and approved by the City Attorney in accordance with Charter section 40. The date of this First Amendment will be the date this First Amendment is approved by the City Attorney as indicated by the date associated with the City Attorney's signature.
9. All provisions of the License not addressed in this First Amendment remain in full force and effect.

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**SIGNATURE PAGE
TO
FIRST AMENDMENT
TO
PUBLIC PURPOSE LICENSE BETWEEN CITY OF SAN DIEGO AND ALPHA
PROJECT FOR THE HOMELESS**

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be signed and entered into by their duly authorized officers, as follows:

Date: December 29, 2020

ALPHA PROJECT FOR THE HOMELESS,
a California nonprofit public benefit corporation

BY: _____

Name: Robert McElroy

Title: President / CEO

Date: 12/31/2020

THE CITY OF SAN DIEGO, a California
municipal corporation

BY: _____

Name: Kristin Gertz

Title: Interim Director (and Estate Asst)

APPROVED AS TO FORM:

MARA W. ELLIOTT
City Attorney

By: _____

Marco A. Verdugo
Deputy City Attorney
City of San Diego

Date: December 31, 2020