

CITY OF SAN DIEGO
CONSENT TO SUBLEASE

THIS CITY OF SAN DIEGO CONSENT TO SUBLEASE ("Consent") is made by THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), to be effective when signed by the CITY and approved by the San Diego City Attorney ("Effective Date"), and is subject to the following Recitals, which by this reference are made a part of this Consent, and the terms and conditions herein.

RECITALS

CITY, as LESSOR, and BARRIO STATION, a California non-profit public benefit corporation ("LESSEE") dba "Barrio Station", as LESSEE, are parties to that certain CITY OF SAN DIEGO NON-PROFIT LEASE AGREEMENT (the "Master Lease") filed in the Office of the San Diego City Clerk May 12, 2015, as Document No. RR-309650, and relating to certain CITY-owned property located at 2175 Newton Avenue, San Diego, CA (the "Premises").

LESSEE, as SUBLESSOR, and THE URBAN CORPS OF SAN DIEGO, ("SUBLESSEE"), as SUBLESSEE, are parties to that certain proposed SUBLEASE dated January 1, 2016 ("Sublease"), relating to use of a portion of the Premises (the "Sublease Premises") for an office, as further detailed in the Sublease.

CONSENT TERMS AND CONDITIONS

CITY hereby consents to LESSEE's subleasing the Sublease Premises to SUBLESSEE, subject to the following terms and conditions:

1. The Sublease is subject and subordinate to this Consent and all the terms and conditions of the Master Lease (as may be amended from time to time), whether or not the specific terms and conditions are referenced in this Consent.
2. CITY is not bound by any term or condition in the Sublease.
3. Nothing contained in this Consent shall accomplish any of the following:
 - a. Release LESSEE from any liability, whether past, present, or future, under the Master Lease as to the Premises or any portion thereof, including the Sublease Premises;
 - b. Be construed to be a waiver of CITY's right under the Master Lease to consent to any other proposed sublease or assignment, or be construed to be a consent to any portion of the Premises being used or occupied by any party not previously consented to; or
 - c. Be deemed to be an acceptance of any type of obligation on behalf of CITY towards LESSEE, SUBLESSEE, or to any governmental agent, board, commission, or agency, with regard to any other action relating to SUBLESSEE's occupancy, use, or maintenance of any portion of the Premises or improvements thereon.
4. Sublease Income. Pursuant to Master Lease section 19. Sublease Income, LESSEE shall pay to CITY fifty percent (50%) of all sublease income and gross revenue earned by LESSEE from any sublease. Accordingly, fifty percent (50%) of the monthly amounts scheduled to be paid to LESSEE under the Sublease, regardless of actual receipt, and all revenue earned by LESSEE pursuant to any amendment or modification of the consideration otherwise due LESSEE under the Sublease, shall be paid to CITY monthly. **The CITY's share of all Sublease revenues collected prior to the Effective Date hereof which were not paid to CITY shall be immediately due and owing upon the Effective Date hereof.**

5. Hold Harmless. LESSEE shall ensure that SUBLESSEE has, in writing, agreed to protect, defend, indemnify and hold CITY, and its elected officials, officers, employees, representatives and agents harmless according to the requirements of Master Lease section 23. Indemnification & Hold Harmless and section 35. Hazardous Substances. **LESSEE shall provide CITY with a copy of such agreement by SUBLESSEE no later than the Effective Date of this Consent.**
6. Insurances. LESSEE shall ensure that SUBLESSEE is insured by insurance carrier(s) acceptable to CITY against loss from public liability arising from the use of, or condition of, or operation conducted on, the subleased PREMISES by requiring that SUBLESSEE comply with all of the insurance requirements set forth in Master Lease section 24. Insurance. All insurance policies shall specify that the policy may not be terminated altered or cancelled without (30) thirty days prior written notice to CITY by the insurance company. **LESSEE shall provide CITY with certificates evidencing proof of all required insurances, and separate endorsements naming "The City of San Diego, its elected officials, officers, representatives, agents and employees" as additional insureds no later than the Effective Date of this Consent.**

IN WITNESS WHEREOF, this Consent to Sublease is executed by City, acting by and through its Mayor, or his designee; and is acknowledged and agreed to by LESSEE, acting by and through its legally authorized representative.

CITY OF SAN DIEGO, a California
municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
CYNTHIA THOMPSON
OLMCA, KCM FORM NSDPS
5/13/16

Acknowledged and Agreed to by:

BARRIO STATION

By: _____

Name: _____

Title: _____

Date: _____

[Signature]
Rachael Ortiz
Rachael Ortiz
Executive Director
April 13, 2016

ENVIRONMENTAL ANALYSIS SECTION ENVIRONMENTAL CLEARANCE:

This activity is: determined to be exempt from CEQA pursuant to
CEQA Section 15301 (Existing Facilities).

Date: _____

5/21/16

Name: _____

Title: _____

Date: _____

[Signature]
Meredith Heyman
Senior Planner
5/21/16

Approved as to form this 24th day of
May, 2016

JAN I. GOLDSMITH, City Attorney

By: _____

Name: _____

Title: _____

[Signature]
Debra J. Bevier
Debra J. Bevier
Deputy City Attorney

**Lease Agreement
Between the Barrio Station and Urban Corps of San County**

This Lease is made on February, 1, 2016 by and between Barrio Station (hereinafter "Sublessor") and The Urban Corps of San Diego County (hereinafter "Sublessee").

The City of San Diego is the Landlord.

In consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. The Sublessor leases to the Sublessee the following described premises:

Location: Barrio Station, 2175 Newton Ave, San Diego CA 92113 as indicated on the attached floor plan to include 1 office, 2 restrooms, and as needed lobby waiting area for clients and a meeting room and off street parking.

2. The term of the Lease shall be on a month to month basis commencing February 1, 2016.

3. The Sublessee shall pay to Sublessor as rent \$300.00 monthly.

4. Tenant shall use and occupy the premises only as an office subject at all times to the approval of the Sublessor.

5. The Sublessee shall not make any alterations, additions or improvements to the premises without the prior written consent of the Sublessor.

6. The Sublessor, at his/her own expense, shall furnish the following utilities or amenities for the benefit of the Sublessee: Electricity, water, sewer, office space, office furniture, copier, computer, scanner, telephone, internet, access to conference room, client waiting area and parking space.

7. The Sublessee, at his own expense, shall furnish the following: Office Supplies: paper, pens etc.

8. The Sublessee shall purchase at his own expense general liability insurance plus coverage for the following entities listed below and shall provide satisfactory evidence thereof to the Sublessor and Landlord and shall continue same in force and effect throughout the Lease term hereof:

Barrio Station (Sublessor)
Attn: Rachael Ortiz, Executive Director
2175 Newton Avenue
San Diego, CA 92113
(619) 238-0314

City of San Diego Real Estate Assets Department (Landlord)
Attn: Charmaine Gillis
1200 Third Avenue #1700 MS 51A
San Diego, CA 92101
(619) 236-6986

Lease Agreement
Between the Barrio Station and Urban Corps of San County

See attached Insurance Certificate Sample calling for \$2,000,000/\$4,000,000 General Liability requirements.

9. The Sublessee shall not permit or commit waste to the premises.

10. The Sublessee shall comply with all rules, regulations, ordinances codes and laws of all governmental authorities having jurisdiction over the premises.

11. The Sublessee shall not permit or engage in any activity that will affect an increase in the rate of insurance for the Building in which the premises is contained nor shall the Sublessee permit or commit any nuisance thereon.

12. The Sublessee shall not sublet or assign the premises nor allow any other person or business to use or occupy the premises without the prior written consent of the Sublessor or City of San Diego (Landlord), which consent may not be unreasonably withheld.

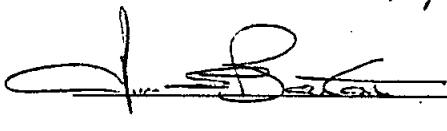
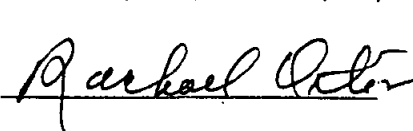
13. At the end of the term of this Lease, the Sublessor shall surrender and deliver up the premises in the same condition (subject to any additions, alterations or improvements, if any) as presently exists, reasonable wear and tear excluded.

14. Upon default in any term or condition of this Lease, the Sublessor and Landlord shall have the right to undertake any or all other remedies permitted by Law.

15. The Sublessee agrees to protect, defend, indemnify and hold City of San Diego (Landlord) its elected officers, employees, representatives and agents harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to Sublessee's officers, employees, volunteers, or agents, which arise from, or are connected with, or are caused or claimed to be caused by the acts or omissions of Sublessee, its agents, officers, employees, or volunteers, and agrees to be responsible for all expenses of investigating and defending against same; provided, that Sublessee's duty to indemnify and hold harmless shall not include any claims or liability arising from the established sole negligence or willful misconduct of City, its agents, officers, or employees.

16. This Lease shall be binding upon, and inure to the benefit of, the parties, their heirs, successors, and assigns.

Signed this 7th day of April (Month) 2014 (Year).

Sublessee

Sublessor



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/08/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Faith Insurance Service Inc. 4241 Jutland Drive Ste. 210 San Diego, CA 92117 License #: 0590817	CONTACT NAME: Nick Adona PHONE (A/C No. Ext.): (619)291-0500 FAX (A/C No.): (619)291-0504 E-MAIL ADDRESS: nick@faithinsuranceservice.com
INSURED	Urban Corps of San Diego County P.O. Box 80156 San Diego, CA 92138	INSURER(S) AFFORDING COVERAGE INSURER A: American States Insurance Company INSURER B: STATE Compensation Insurance FUND INSURER C: General Insurance Company of America INSURER D: Scottsdale Indemnity Company INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 00000000-509058

REVISION NUMBER: 135

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☒ LOC ☐ OTHER	Y	24-CC-28766260	10/25/2015	10/25/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (If a occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS	Y	01CI29902160	10/25/2015	10/25/2016	COMBINED SINGLE LIMIT (If a accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coil Deduc \$ 1000
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$		01SU39819690	10/25/2015	10/25/2016	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	1963740-15	07/01/2015	07/01/2016	☒ PER STATUTE ☐ OTH-ER EL. EACH ACCIDENT \$ 1,000,000 EL. DISEASE - EA EMPLOYEE \$ 1,000,000 EL. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liab		LP7745020H	10/25/2015	10/25/2016	Per Incident 1,000,000
D	Directors & Officers		EKI3141811	10/25/2015	10/25/2016	Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of San Diego, its respective elected officials, officers, employees, agents and representatives are Additional Insured for General Liability and Auto Liability. Coverage is Primary and Non-Contributory. Waiver of Subrogation in favor of City of San Diego, its respective elected officials, officers, employees, agents and representatives for the Workers Compensation.

CERTIFICATE HOLDER

City of San Diego
Insurance Compliance
PO Box 12010 - DO
Hemet, CA 92546

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE—

(NAA)

© 1988-2014 ACORD CORPORATION. All rights reserved.



Policy#24-CC-28766260
CG 76 80 10 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED PRIMARY COVERAGE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

The City of San Diego, its elected officials,
officers, employees, representative, volunteers
and agents.
1200 Third Ave
San Diego, CA 92101

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II — WHO IS AN INSURED is amended to include as an additional insured the person or organization shown in the Schedule subject to the following provisions:

1. The additional insured is an insured but only for liability directly resulting from:
 - a. your ongoing operations for the additional insured whether the work is performed by you or for you; or
 - b. the general supervision of your ongoing operations by the additional insured.
2. This insurance does not apply to:
 - a. "Bodily injury" or "property damage" arising out of any act or omission of, or for defects in design furnished by or for, the additional insured or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

A person's or organization's status as an additional insured under this endorsement ends when your operations for that insured are completed.

No coverage will be provided if, in the absence of this endorsement, no liability would be imposed by law on

you. Coverage shall be limited to the extent of your negligence or fault according to the applicable principles of comparative fault.

The insurance provided will not exceed the lesser of:

- a. The coverage and/or limits of this policy, or
- b. The coverage and/or limits required by the contract, agreement or permit.

With respect to the insurance afforded the additional insured, paragraph 4. of **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS** is deleted and replaced by the following:

4. Other Insurance

- a. This insurance is primary and noncontributory, and our obligations are not affected by any other insurance where the additional insured is the Named Insured, whether primary, excess, contingent, or on any other basis; however, the defense of any claim or "suit" must be tendered as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".
- b. This additional provision applies only to the additional insured shown in the Schedule and the coverage provided by this endorsement.



COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

POLICY NUMBER: 24-CC-28766260

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED — DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART
SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)
City of San Diego, its respective elected officials, officers, employees, agents and representatives
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II — Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations;
or
- B. In connection with your premises owned by or rented to you.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AUTO PLUS ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

EXTENDED CANCELLATION CONDITION

Paragraph 2.b. of the CANCELLATION Common Policy Condition is replaced by the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

TEMPORARY SUBSTITUTE AUTO — PHYSICAL DAMAGE COVERAGE

Under paragraph C. — CERTAIN TRAILERS, MOBILE EQUIPMENT AND TEMPORARY SUBSTITUTE AUTOS of SECTION 1 — COVERED AUTOS, the following is added:

If Physical Damage coverage is provided by this Coverage Form, then you have coverage for:

Any "auto" you do not own while used with the permission of its owner as a temporary substitute for a covered "auto" you own that is out of service because of its breakdown, repair, servicing, "loss" or destruction.

BROAD FORM NAMED INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- d. Any business entity newly acquired or formed by you during the policy period provided you own 50% or more of the business entity and the business entity is not separately insured for Business Auto Coverage. Coverage is extended up to a maximum of 180 days following acquisition or formation of the business entity. Coverage under this provision is afforded only until the end of the policy period.

BLANKET ADDITIONAL INSURED

SECTION II — LIABILITY COVERAGE — A.1. WHO IS AN INSURED provision is amended by the addition of the following:

- e. Any person or organization for whom you are required by an "insured contract" to provide insurance is an "insured", subject to the following additional provisions:

- (1) The "insured contract" must be in effect during the policy period shown in the Declarations, and must have been executed prior to the "bodily injury" or "property damage".
- (2) This person or organization is an "insured" only to the extent you are liable due to your ongoing operations for that insured, whether the work is performed by you or for you, and only to the extent you are held liable for an "accident" occurring while a covered "auto" is being driven by you or one of your employees.
- (3) There is no coverage provided to this person or organization for "bodily injury" to its employees, nor for "property damage" to its property.
- (4) Coverage for this person or organization shall be limited to the extent of your negligence or fault according to the applicable principles of comparative negligence or fault.
- (5) The defense of any claim or "suit" must be tendered by this person or organization as soon as practicable to all other insurers which potentially provide insurance for such claim or "suit".

Includes copyrighted material of Insurance Services Office, Inc., with its permission.
Copyright, Insurance Services Office, Inc., 1997

- (6) The coverage provided will not exceed the lesser of:
 - (a) The coverage and/or limits of this policy; or
 - (b) The coverage and/or limits required by the "insured contract".
- (7) A person's or organization's status as an "insured" under this subparagraph d ends when your operations for that "insured" are completed.

EMPLOYEE AS INSURED

Under Paragraph A. of Section II — LIABILITY COVERAGE item f. is added as follows:

Your "employee" while using his owned "auto", or an "auto" owned by a member of his or her household, in your business or your personal affairs, provided you do not own, hire or borrow that "auto". This coverage is excess to any other collectible insurance coverage.

FELLOW EMPLOYEE COVERAGE

Exclusion 5. FELLOW EMPLOYEE of SECTION II — LIABILITY COVERAGE — B. EXCLUSIONS is amended by the addition of the following:

However, this exclusion does not apply if the "bodily injury" results from the use of a covered "auto" you own or hire, and provided that any coverage under this provision only applies in excess over any other collectible insurance.

BLANKET WAIVER OF SUBROGATION

We waive the right of recovery we may have for payments made for "bodily injury" or "property damage" on behalf of the persons or organizations added as "insureds" under Section II — LIABILITY COVERAGE — A.1.D. BROAD FORM NAMED INSURED and A.1.e. BLANKET ADDITIONAL INSURED.

PHYSICAL DAMAGE — ADDITIONAL TRANSPORTATION EXPENSE COVERAGE

The first sentence of paragraph A.4. of SECTION III — PHYSICAL DAMAGE COVERAGE is amended as follows:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

PERSONAL EFFECTS COVERAGE

A. SECTION III — PHYSICAL DAMAGE COVERAGE, A.4. COVERAGE EXTENSIONS, is amended by adding the following:

c. Personal Effects Coverage

For any Owned "auto" that is involved in a covered "loss", we will pay up to \$500 for "personal effects" that are lost or damaged as a result of the covered "loss", without applying a deductible.

EXTRA EXPENSE — BROADENED COVERAGE

Paragraph A. — COVERAGE of SECTION III — PHYSICAL DAMAGE COVERAGE is amended to add:

5. We will pay for the expense of returning a stolen covered "auto" to you.

AIRBAG COVERAGE

Under paragraph B. — EXCLUSIONS of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

The exclusion relating to mechanical breakdown does not apply to the accidental discharge of an airbag.

NEW VEHICLE REPLACEMENT COST

Under Paragraph C — LIMIT OF INSURANCE of Section III — PHYSICAL DAMAGE COVERAGE section 2 is amended as follows:

2. An adjustment for depreciation and physical condition will be made in determining actual cash value in the event of a total loss. However, in the event of a total loss to your "new vehicle" to which this coverage applies, as shown in the declarations, we will pay at your option:
 - a. The verifiable "new vehicle" purchase price you paid for your damaged vehicle, not including any insurance or warranties purchased;
 - b. The purchase price, as negotiated by us, of a new vehicle of the same make, model and equipment, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership. If the same model is not available pay the purchase price of the most similar model available;

- c. The market value of your damaged vehicle, not including any furnishings, parts or equipment not installed by the manufacturer or manufacturer's dealership.

This coverage applies only to a covered "auto" of the private passenger, light truck or medium truck type (20,000 lbs or less gross vehicle weight) and does not apply to initiation or set up costs associated with loans or leases.

TWO OR MORE DEDUCTIBLES

Under SECTION III — PHYSICAL DAMAGE COVERAGE, if two or more "company" policies of coverage forms apply to the same accident, the following applies to paragraph D. Deductible:

- a. If the applicable Business Auto deductible is the smaller (or smallest) deductible it will be waived; or
- b. If the applicable Business Auto deductible is not the smaller (or smallest) deductible it will be reduced by the amount of the smaller (or smallest) deductible; or
- c. If the loss involves two or more Business Auto coverage forms or policies the smaller (or smallest) deductible will be waived.

For the purpose of this endorsement "company" means:

- a. Safeco Insurance Company of America
- b. American States Insurance Company
- c. General Insurance Company of America
- d. American Economy Insurance Company
- e. First National Insurance Company of America
- f. American States Insurance Company of Texas
- g. American States Preferred Insurance Company
- h. Safeco Insurance Company of Illinois

LOAN/LEASE GAP COVERAGE

Under paragraph C — LIMIT OF INSURANCE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

- 4. The most we will pay for a total "loss" in any one "accident" is the greater of the following, subject to a \$1,500 maximum limit:

- a. Actual cash value of the damaged or stolen property as of the time of the "loss", less an adjustment for depreciation and physical condition; or

- b. Balance due under the terms of the loan or lease that the damaged covered "auto" is subject to at the time of the "loss", less any one or all of the following adjustments:

- (1) Overdue payment and financial penalties associated with those payments as of the date of the "loss".
- (2) Financial penalties imposed under a lease due to high mileage, excessive use or abnormal wear and tear.
- (3) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease.
- (4) Transfer or rollover balances from previous loans or leases.
- (5) Final payment due under a "Balloon Loan".
- (6) The dollar amount of any un-repaired damage that occurred prior to the "total loss" of a covered "auto".
- (7) Security deposits not refunded by a lessor.
- (8) All refunds payable or paid to you as a result of the early termination of a lease agreement or any warranty or extended service agreement on a covered "auto".
- (9) Any amount representing taxes.
- (10) Loan or lease termination fees

GLASS REPAIR — WAIVER OF DEDUCTIBLE

Under paragraph D. — DEDUCTIBLE of SECTION III — PHYSICAL DAMAGE COVERAGE, the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

The requirement in LOSS CONDITION 2.a. — DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS — of SECTION IV — BUSINESS AUTO CONDITIONS that you must notify us of an

"accident" applies only when the "accident" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership; or
- (3) An executive officer or insurance manager, if you are a corporation.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV — BUSINESS AUTO CONDITIONS — B.2. is amended by the addition of the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

HIRED AUTO — LIMITED WORLD WIDE COVERAGE

Under Section IV — Business Conditions, Paragraph B.7.b.e(1) is replaced by the following:

- (1) The "accident" or "loss" results from the use of an "auto" hired for 30 days or less.

RESULTANT MENTAL ANGUISH COVERAGE

SECTION V — DEFINITIONS — C. is replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

HIRED AUTO PHYSICAL DAMAGE COVERAGE

If hired "autos" are covered "autos" for Liability coverage and if Comprehensive, Specified Causes of Loss or Collision coverages are provided under this Coverage Form for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire or borrow.

The most we will pay for loss to any hired "auto" is \$50,000 or Actual Cash Value or Cost of Repair, whichever is smallest, minus a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or light truck type for that coverage. Hired Auto Physical Damage coverage is excess over any other collectible insurance. Subject to the above limit,

deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own.

HIRED AUTO PHYSICAL DAMAGE COVERAGE — LOSS OF USE

SECTION III — PHYSICAL DAMAGE A.4.b. Form does not apply.

Subject to a maximum of \$1,000 per accident, we will cover loss of use of a hired "auto" if it results from an accident, you are legally liable and the lessor incurs an actual financial loss.

RENTAL REIMBURSEMENT COVERAGE

- A. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.
- B. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:
 1. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.
 2. 30 days.
- C. Our payment is limited to the lesser of the following amounts:
 1. Necessary and actual expenses incurred.
 2. \$50 per day.
- D. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.
- E. If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under the PHYSICAL DAMAGE COVERAGE Coverage Extension.
- F. The Rental Reimbursement Coverage described above does not apply to a covered "auto" that is described or designated as a covered "auto" on

AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE

A. Coverage

1. We will pay with respect to a covered "auto" for "loss" to any electronic equipment that receives or transmits audio, visual or data signals and that is not designed solely for the reproduction of sound. This coverage applies only if the equipment is permanently installed in the covered "auto" at the time of the "loss" or the equipment is removable from a housing unit which is permanently installed in the covered "auto" at the time of the "loss", and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto".
2. We will pay with respect to a covered "auto" for "loss" to any accessories used with the electronic equipment described in paragraph A.1. above.

However, this does not include tapes, records or discs.

3. If Audio, Visual and Data Electronic Equipment Coverage form CA 99 60 or CA 99 94 is attached to this policy, then the Audio, Visual and Data Electronic Equipment Coverage described above does not apply.

B. Exclusions

The exclusions that apply to PHYSICAL DAMAGE COVERAGE, except for the exclusion relating to Audio, Visual and Data Electronic Equipment, also apply to this coverage. In addition, the following exclusions apply:

We will not pay for either any electronic equipment or accessories used with such electronic equipment that is:

1. Necessary for the normal operation of the covered "auto" for the monitoring of the covered "auto's" operating system; or
2. Both:
 - a. an integral part of the same unit housing any sound reproducing equipment designed solely for the reproduction of sound if the sound reproducing equipment is permanently installed in the covered "auto"; and
 - b. permanently installed in the opening of the dash or console normally used by

C. Limit of Insurance

With respect to this coverage, the LIMIT OF INSURANCE provision of PHYSICAL DAMAGE COVERAGE is replaced by the following:

1. The most we will pay for "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:
 - a. The actual cash value of the damaged or stolen property as of the time of the "loss"; or
 - b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.
- c. \$1,000.
2. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of the "loss".
3. If a repair or replacement results in better than like kind or quality, we will not pay for the amount of the betterment.

D. Deductible

1. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Comprehensive or Collision Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by the applicable deductible shown in the Declarations. Any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" to audio, visual or data electronic equipment caused by fire or lightning:
2. If "loss" to the audio, visual or data electronic equipment or accessories used with this equipment is the result of a "loss" to the covered "auto" under the Business Auto Coverage Form's Specified Causes of Loss Coverage, then for each covered "auto" our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by a \$100 deductible.
3. If "loss" occurs solely to the audio, visual or data electronic equipment or accessories used with this equipment, then for each covered "auto" our obligation to pay for, repair,

return or replace damaged or stolen property will be reduced by a \$100 deductible.

4. In the event that there is more than one applicable deductible, only the highest deductible will apply. In no event will more than one deductible apply.

SECTION V — DEFINITIONS is amended by adding the following:

- Q. "Personal effects" means your tangible property that is worn or carried by you, except for tools, jewelry, money, or securities.
- R. "New vehicle" means any "auto" of which you are the original owner and the "auto" has not been previously titled and is less than 365 days past the purchase date.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization as required by written contract.

City of San Diego, its respective elected officials, officers, employees,
agents and representatives for the Workers Compensation.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date:

Policy No. 1963740-15

Endorsement No.

Policy Effective Dates:

Premium \$ TBD

Insured: URBAN CORPS OF SAN DIEGO

Carrier Name / Code: STATE Compensation Insurance FUND

WC 00 03 13

(Ed. 4-84)

Countersigned by _____

© Copyright 1984 National Council of Compensation Insurance, Inc. All Rights Reserved.

Page 1 of 1



June 8, 2016

BOARD OF DIRECTORS

WIL WILLIAMS, President

WILCO, President

WILCO, President

CHRISTINE MOORE, 1st Vice President
Director of External Affairs AT & T California

INGRID NIELSEN, 2nd Vice President

*Assistant to Property Manager
Hudson Properties*

DANIEL CORALES, Secretary

*Community Services Section
San Diego Housing Commission*

TRACEY WILLIAMS, Treasurer

*Principal Tax Analyst
Tempra Energy*

RICHARD BARRERA

Board Member Ex-officio

*Secretary-Treasurer and CEO of the
San Diego Imperial County Labor Council*

BOB BENSON

President

Harvard University International

LEON BROOKS

Principal

Leon Brooks and Associates

DIANE CHALMERS

Board Member ARCS Foundation, Inc.

RICHARD J. FREEMAN

Board Member Ex-officio

First President & CEO

San Diego Modern Plaza Park

GIRO V. MAZZANTI

Board Member Ex-officio

Attorney-At-Law

DANIEL PANAÑO

Warden

Richard J. Donovan Correctional Facility

GAIL WEED

Executive Director

Tony Fines Bank

Robert Chávez

Chief Executive Officer

Property Agent
City of San Diego
Real Estate Assets
1200 Third Avenue
Suite 1700
San Diego, CA 92101

Re: Barrio Station Sublease Agreement Start Date

Dear Ms. Brown:

The lease agreement between Barrio Station and Urban Corps will become effective Monday, June 13, 2016.

Should you have any further questions, please do not hesitate to contact me at (619) 737-7203 or ymaeder@urbancorps.org.

Sincerely,

Yolanda Maeder
Senior Operations Manager
Contracts Compliance Officer


Rachael Ortiz, Executive Director

Certified Local Conservation Corps & Charter School

"Learning, Earning, & Conserving"

11411 Mission Street, San Diego, CA 92116 Mailing Address: P.O. Box 9409, San Diego, CA 92116
Telephone: (619) 433-6824 Fax: (619) 433-3425 TDD: (619) 433-6824