

RESOLUTION NUMBER R- 296278

ADOPTED ON APR 09 2002

WHEREAS, each year an estimated 1 – 3 million women suffer nonfatal violence by an intimate partner; and

WHEREAS, each year an estimated 3.3 million children witness domestic violence in their homes; and

WHEREAS, in 1999, the last year for which such figures exist, 20,181 domestic violence reports were documented by law enforcement agencies in San Diego County; 16,458 hotline calls were answered; 5,660 temporary restraining orders were issued; 5,453 misdemeanor or felony criminal complaints were filed; and 1,379 women and children stayed at an Emergency Shelter, all as a result of domestic violence incidents; and

WHEREAS, in the year 2001, 6 women, 1 man, 2 children, and 1 unborn child lost their lives as a result of domestic violence in the City of San Diego; and

WHEREAS, domestic violence is a very real problem in our society and affects men, women and children, and is also found in all ethnic groups and income levels; and

WHEREAS, domestic violence results in millions of dollars in health care costs, and over 175,000 work days per year are lost due domestic violence; and

WHEREAS, the City Council recognizes the importance of a continued commitment to reduce the number of domestic violence incidents and homicides through education, prevention and intervention programs; and

WHEREAS, the San Diego City Attorney's Office and the San Diego Police Department

have, through mutual cooperation and programs, contributed to the prevention of domestic violence incidents, the effective prosecution of domestic violence crimes, and the treatment of domestic violence victims; and

WHEREAS, it is necessary and appropriate, in order to increase the effectiveness of the efforts of the City Attorney's Office and Police Department regarding domestic violence prevention, prosecution and treatment, to establish a single location where prosecutors, police officers, treating professionals and volunteers may work together towards these common goals; and

WHEREAS, the City Attorney has, in cooperation with the City Manager and Chief of Police, proposed a program such as the one described above, to be called the Family Justice Center; and

WHEREAS, The California Endowment, a non-profit foundation which provides funding for programs that benefit the public health, safety and welfare, has, upon application by the City Attorney, granted to the City of San Diego the sum of \$500,000 towards the funding of the Family Justice Center; NOW, THEREFORE,

BE IT RESOLVED, by the Council of the City of San Diego, that the City Manager is hereby authorized and directed to accept the grant from The California Endowment for the purposes and under the conditions set forth in the grant.

BE IT FURTHER RESOLVED, that the City Manager is hereby authorized and directed to execute for and on behalf of the City, a First Amendment to Office Lease with 707 Broadway LLC, in form and substance consistent with Exhibit 1, attached hereto. When the First Amendment to Office Lease is executed, it shall be kept on file in the Office of the City Clerk as document No. RR- 296278.

BE IT FURTHER RESOLVED, that the City Auditor & Comptroller is hereby authorized and directed to establish the Family Justice Center Fund 10153 for the purpose of funding the operation of the Family Justice Center, including additional fundraising to support the Family Justice Center. Any monies deposited into the Family Justice Center Fund 10153, including from The California Endowment, donations, City matching contributions, interest earnings, and any further grants or funding for the purpose of the Family Justice Center, are hereby appropriated and authorized to be expended from time to time for the purpose of such Fund including to reimburse funds advanced for these purposes by the City. The City Attorney or City Manager are authorized to accept other grants, donations or gifts for deposit into the Family Justice Center Fund 10153.

BE IT FURTHER RESOLVED, that the City Auditor & Comptroller is hereby authorized and directed to transfer \$150,000 in Community Development Block Grant appropriations from: A) District 2 - \$25,000 from Fund 18533, Dept. 4146, Org. 4605; B) District 3 - \$50,000 from Fund 18537, Dept. 4232, Org. 3208; C) District 8 - \$25,000 from Fund 18537, Dept. 4246, Org. 4604; and D) the Mayor - \$50,000 from Fund 18537, Dept. 4247, Org. 4708; all to Fund 18537, Dept. 4233, Org 3350 (the Family Justice Center), and is hereby authorized and directed to expend such funds for such purposes.

BE IT FURTHER RESOLVED, that the City Auditor & Comptroller is hereby authorized and directed to transfer a total of \$81,000 from General Fund Dept. 045: A) \$45,000 from Org. 5110; B) \$16,000 from Org. 3210; C) \$9000 from Org. 3310; and D) \$11,000 from Org. 1550 to the Family Justice Center Fund 10153.

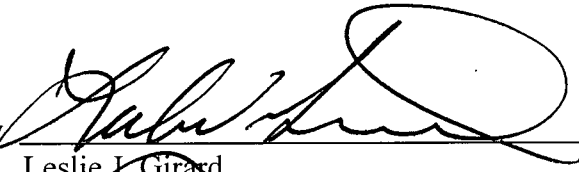
BE IT FURTHER RESOLVED, that the City Auditor & Comptroller is hereby authorized and directed to transfer \$50,000 from the Infrastructure Improvement Fund 10529, District 4,

Dept. 10529, Org. 4000, to the Family Justice Center Fund 10153.

BE IT FURTHER RESOLVED, that the City Auditor & Comptroller is hereby authorized and directed to transfer \$147,500 from the A-List Fund 50066, Dept. 50066, J.O. 000022 (Attorney Automation) to the Family Justice Center Fund 10153, to be reimbursed from future funding the 10153 Fund as available from time to time.

BE IT FURTHER RESOLVED, that the City Manager, City Auditor & Comptroller, and City Attorney are hereby authorized and directed to take such other and further actions as may be necessary or appropriate to implement the intent and purposes of this resolution.

APPROVED: CASEY GWINN, City Attorney

By 
Leslie J. Girard
Assistant City Attorney

LJG:ljk:js
04/03/02
04/04/02 REV. 1
Or.Dept:Atty
R-2002-1338
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FIRST AMENDMENT TO OFFICE LEASE

FORM OF

This First Amendment to Office Lease ("First Amendment"), dated for reference purposes only March 28, 2002, is by and between 707 Broadway LLC, a California limited liability company ("Landlord") and The City of San Diego, a California municipal corporation ("Tenant").

RECITALS

A. Landlord and Tenant entered into that Office Lease dated June 4, 2001 (the "Lease") for certain Premises (as defined in the Lease) in Landlord's office tower located at 707 Broadway, San Diego, California, 92101 (the "Tower").

B. Landlord and Tenant have agreed to expand the Premises to include the Fifth, Sixth and Seventh Floors of the Tower (the "Expansion Premises").

C. This First Amendment is being executed to set forth the terms and conditions applicable to the Expansion Premises.

AGREEMENT

Landlord and Tenant hereby agree as follows:

1. **LEASE ADOPTED.** All terms, provisions and conditions of the Lease shall apply fully to the Expansion Premises, except as expressly set forth herein.
2. **AGREEMENT TO LEASE.** Landlord hereby agrees to lease the Expansion Premises to Tenant and Tenant hereby agrees to lease the Expansion Premises from Landlord on the terms and conditions set forth herein. The "Premises" shall now include the Expansion Premises.
3. **EXPANSION PREMISES.** The Expansion Premises consist of all of the Fifth, Sixth and Seventh Floors of the Tower. The Rentable Area of the Expansion Premises is 27,213 square feet. The Usable Area of the Expansion Premises is 26,388 square feet. The Rentable and Usable Areas of the Expansion Premises are agreed to and shall not change. The Rentable Area of the Fifth Floor is 9,071 square feet; the Usable Area of the Fifth Floor is 8,796 square feet. The Rentable Area of the Sixth Floor is 9,071 square feet; the Usable Area of the Sixth Floor is 8,796 square feet. The Rentable Area of the Seventh Floor is 9,071 square feet; the Usable Area of the Seventh Floor is 8,796 square feet.
4. **LEASE TERM FOR THE EXPANSION PREMISES.** The Lease Term for the Expansion Premises shall be for five (5) years and no months (subject to Tenant's Termination Options as set forth in Section 4.1 below), with one (1) option to extend for five (5) years on the terms and conditions set forth in Section 3.2 of the Lease. The Lease Term for the Expansion Premises shall commence upon Landlord's Substantial Completion of the Tenant Improvements which are to be specified in a Schematic Design Document which is currently being prepared, and as further articulated by the Construction Documents to be prepared pursuant to the terms and provisions of the Work Letter attached as Exhibit "B" to the Lease. Landlord shall have the right to approve the Schematic Design Document and shall not unreasonably withhold, condition or delay its consent. Once approved by Landlord, the Schematic Design Document shall be attached to this First Amendment as Exhibit "A". All Tenant Improvements shall be built to Landlord's Building Standards. The construction of the Tenant Improvements shall be in accordance with the terms and provisions of the Work Letter. Landlord shall use the space-planning firm of Maggetti Elam to prepare the Schematic Design Document and the Construction Documents.

Tenant will be permitted access to the Expansion Premises commencing fifteen (15) days prior to commencement of the Lease Term for moving-related purposes, so long as such access does not interfere with Landlord or its contractors and provided Tenant gives Landlord at least 48 hours advance notice that it wishes access. Tenant and its contractors will be permitted access to the Expansion Premises during construction of the Tenant Improvements to install telecommunication wiring, so long as such access does not interfere with Landlord or its contractors. Landlord and Tenant agree to work cooperatively together to coordinate the installation of Tenant's telecommunication wiring in the Expansion Premises. The Construction Drawings will note the installation location of Tenant's telecommunications wiring. All costs of providing and installing Tenant's telecommunications wiring will be at Tenant's expense. Tenant's access shall be subject to all terms and provisions of the Lease including the Work Letter.

The Estimated Lease Commencement Date for the Expansion Premises is July 1, 2002 (assuming that this First Amendment is approved by Tenant's City Council and signed by Tenant by April 9, 2002). The Estimated Lease Expiration Date for the Expansion Premises is June 30, 2007. The actual Lease Commencement and Lease Expiration Dates will be set by the date of Substantial Completion of the Tenant Improvements.

4.1 Tenant's Termination Options. So long as it is not and has not been in material default of the Lease, Tenant shall have two options ("Termination Options") to cancel and terminate its rights

FORM OF

DOCUMENT NO. R-296278
FILED APR 09 2002
OFFICE OF THE CITY CLERK
SAN DIEGO, CALIFORNIA

and obligations under this Lease for the Expansion Premises only effective (a) at the end of the twenty-fourth (24th) month of the Lease Term with respect to the first Termination Option and (b) at the end of the forty eighth month of the Lease Term with respect to the Second Termination Option. Tenant shall exercise a Termination Option by giving written notice to Landlord at least one hundred and fifty (150) days (but not more than one hundred and eighty (180) days) prior to the effective date of each Termination Option (i.e., prior to end of the twenty fourth (24th) month of the Lease Term with respect to the first Termination Option and the forty eighth (48th) month of the Lease Term with respect to the second Termination Option) (with timely notice absolutely of the essence). Tenant may exercise a Termination Option only if all of the following have occurred: (a) funds necessary to pay the rent expenditures for the Expansion Premises for the third and fourth years of this Lease (for the first Termination Option) or the fifth year (for the second Termination Option) have not been appropriated by the City of San Diego or been made available by other sources; (b) such funds are not likely to be appropriated; and (c) management officials in the City Attorney's Office (including the City Attorney) have utilized their best efforts to obtain appropriation of such funds. Under no circumstances may Tenant exercise a Termination Option in order to relocate the operations carried on in the Expansion Premises to new premises for such purpose.

5. **RENTAL AND OTHER PAYMENTS FOR THE EXPANSION PREMISES.** Base Monthly Rent for the Expansion Premises shall be (a) \$1.58 per square foot of Rentable Area of the Expansion Premises for the first year of the Lease Term, (b) \$1.63 per square foot of Rentable Area of the Expansion Premises for the second year of the Lease Term, (c) \$1.68 per square foot of Rentable Area of the Expansion Premises for the third year of the Lease Term, (d) \$1.73 per square foot of Rentable Area of the Expansion Premises for the fourth year of the Lease Term, and (e) 1.78 per square foot of Rentable Area of the Expansion Premises for the fifth year of the Lease Term, as further set forth below:

Expansion Premises Base Monthly Rent

<u>Lease Year</u>	<u>Base Monthly Rent</u>
1	\$42,997.00
2	\$44,357.00
3	\$45,718.00
4	\$47,078.00
5	\$48,439.00

Base Monthly Rent shall be payable monthly in advance, as further set forth in the Lease.

Tenant shall pay for its separately submetered electricity, as further set forth in the Lease.

The Annual Direct Expense Allowance for the Expansion Premises shall be the 2002 Base Year, as further described in Section 1.1.1 of the Lease.

Tenant's share of Direct Expenses for the Expansion Premises is 15.90%.

6. **USE OF THE EXPANSION PREMISES.** The Expansion Premises shall be used only by the City of San Diego City Attorney's Office and the City of San Diego Police Department for general office purposes compatible with a first-class office building and for incidental additional uses associated with Tenant's operation of a Family Justice Center in the Expansion Premises and for no other use or purpose, without the prior written consent of Landlord, not to be unreasonably withheld. Tenant shall work cooperatively with Landlord to minimize any negative effect that Tenant's operation has on the Tower, particularly on the common area portions thereof.
7. **NO DEPOSITS.** There shall be no security deposit or rent deposit payable upon execution of this Lease.
8. **PARKING.** With respect to the Expansion Premises, Tenant may lease (and Landlord agrees to make available) (a) up to ninety (90) non-reserved parking spaces in the Parking Structure at the rate of \$110.00 per month each for the first year of the Lease Term and thereafter during the Lease Term at the prevailing rate charged from time to time by the owner of the Parking Structure and (b) up to nineteen (19) reserved parking spaces in the Parking Structure at the rate of \$130.00 per month each for the first year of the Lease Term and thereafter during the Lease Term at the prevailing rate charged from time to time by the owner of the Parking Structure.
9. **BROKERS.** Landlord will pay its broker, Tim Cowden of Grubb & Ellis ("Landlord's Broker") a commission for the first two (2) years of the Lease Term pursuant to the terms and condition of a separate commission agreement between Landlord and Grubb & Ellis ("Commission Agreement"); no other brokers are involved in this transaction. If Tenant does not exercise the first Termination Option, Landlord (or its successor) will pay Landlord's Broker a commission for the second two (2) years of the Lease Term pursuant to the terms and conditions of the Commission Agreement. If Tenant does not exercise the second Termination Option Landlord (or its successor) will pay Landlord's Broker a commission for the fifth year of the Lease Term pursuant to the terms and

conditions of the Commission Agreement Landlord's Broker is an express third party beneficiary of this provision. Only the Owner of the Tower at the time this commission obligation comes due will be responsible to pay it.

10. **RIGHT OF FIRST OFFER.** At any time during the Lease Term, or any extension thereof, and so long as Tenant is not and has not been in material default under the Lease, should Landlord decide to lease space on the eighth (8th) floor of the Tower, Tenant shall have a right of first offer to lease said space. Tenant may assign its rights under this Section 10 to the County of San Diego. Landlord shall give notice in writing to Tenant setting forth the lease terms that Landlord is willing to accept ("Offer to Lease"). Tenant shall have the exclusive right during the five (5) business day period following the receipt of such Offer to Lease from Landlord to determine if Tenant is willing to lease the space upon said terms and to notify Landlord in writing of its willingness to proceed with such lease. If Tenant fails to notify Landlord within such five (5) business day period, Landlord may lease the space to any third party. If Landlord agrees to lease the space to a third party at a rate less than ninety percent 90% of Landlord's Offer to Lease, Tenant shall again have the right to lease the space on such new terms pursuant to procedure set forth above. If Tenant timely accepts Landlord's Offer to Lease, Landlord shall lease the space to Tenant and Tenant shall lease the space from Landlord on the terms and conditions contained in Landlord's Offer to Lease and otherwise upon the terms and conditions of this Lease.

Except as modified herein, the Lease and its terms and conditions shall remain in full force and effect. All capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Lease.

Tenant
THE CITY OF SAN DIEGO,
a California municipal corporation

REAL ESTATE ASSETS DEPT.

By: _____

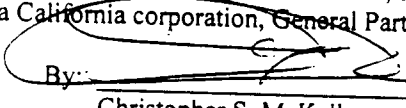
Print Name: Tim C. Rothans

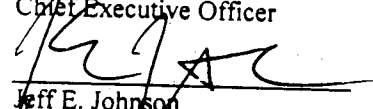
Title: Deputy Director

Landlord
707 BROADWAY, LLC
a California limited liability company

By: 707 PARTNERS, LP,
a California limited Partnership,
Manager

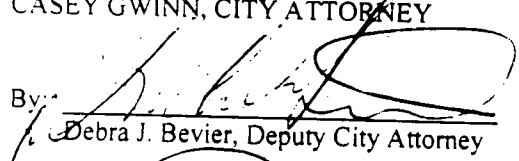
By: CALIFORNIA TRADITIONS, INC.
a California corporation, General Partner

By: 
Christopher S. McKellar
Chief Executive Officer

By: 
Jeff E. Johnson
Senior Vice President, Secretary

Approved as to form and legality,
this 5th day of April, 2002

CASEY GWINN, CITY ATTORNEY

By: 
Debra J. Bevier, Deputy City Attorney

**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**


CERTIFICATE OF UNALLOTTED BALANCE
ORIGINATING

AC 2200993
DEPT: _____
NO: 045

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: \$428,500.00 Fund: Various

Purpose: Reallocation and transfer of funds for the Family Justice Center

Date: April 3, 2002 By: 

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
001	0	18533	4146	4605	4279	000001				\$25,000.00
002	0	18537	4232	3208	4279	000001				50,000.00
003	0	18537	4246	4604	4279	00001				25,000.00
004	0	18537	4247	4708	4279	000001				50,000.00
005	0	10529	10529	4000	4881	004000				50,000.00
006	0	100	045	5110	4881	005110				45,000.00
007	0	100	045	3210	4881	003210				16,000.00
008	0	100	045	3310	4881	003310				9,000.00
009	0	100	045	1150	4881	001150				11,000.00
010	0	50066	50066		4881	000022				147,500.00
TOTAL AMOUNT										\$428,500.00

FUND OVERRIDE

CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: _____

Vendor: _____

Purpose: _____

Date: _____ By: _____

AUDITOR AND COMPTROLLER'S DEPARTMENT

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

AC-361 (REV 2-92)

FUND OVERRIDE

AC 2200993

R-296278

APR 09 2002