

RESOLUTION NUMBER R- 296874

ADOPTED ON JUL 29 2002

WHEREAS, the City and San Diego Center for Children Foundation, a non-profit corporation, [Foundation] have negotiated a lease agreement with an initial term of five years at the initial rental rate of \$500 per annum, the fair market rate as determined by City valuation staff; and

WHEREAS, the purpose of the lease is for the potential development of a camping facility for victims of family-related violence [the Project]; and

WHEREAS, the property to be leased is located at Lake Sutherland, a City reservoir in eastern San Diego County near Ramona, as more particularly described in Exhibit 2 to the lease; and

WHEREAS, during the initial five-year term of the lease, Foundation's use will be restricted to access to conduct studies and analyses to determine the feasibility of the proposed Project; and

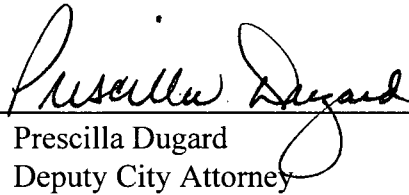
WHEREAS, Foundation will be required to complete environmental review and obtain all necessary permits for use and occupancy of the property; NOW, THEREFORE,

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 lease agreement, with limited use rights and subsequent term subject to full environmental review, with the San Diego Center for Children Foundation, a non-profit corporation, for the potential development of a camping facility for victims of family-related violence, for City-owned property located near Lake

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Sutherland, being a portion of APN, at an initial annual rent of \$500, substantially in the form attached as Exhibit 1 to this resolution. The final lease shall be filed in the office of the City Clerk as Document No. RR- 296874.

APPROVED: CASEY GWINN, City Attorney

By   
Prescilla Dugard  
Deputy City Attorney

PD:cdk  
07/22/02  
10/02/02 COR. COPY  
Or.Dept:CA  
R-2003-184  
Form=leaser.frm

**CITY OF SAN DIEGO  
NONPROFIT FLAT RATE LEASE**

This Nonprofit Flat Rate Lease [Lease] dated as of \_\_\_\_\_, 2002, is entered into between the City of San Diego, a municipal corporation [City], and the San Diego Center for Children, a non-profit corporation [Center]. Collectively, City and Center are referred to as the Parties.

**RECITALS**

A. City is the owner and operator of that certain body of water known as Lake Sutherland [Lake] and real property immediately surrounding the Lake [collectively, the Lake and surrounding real property are referred to as the "Property"], located in the County of San Diego. Exhibit 1 hereto generally describes the Property.

B. City desires to cause the establishment of a camp [Camp] to be utilized by victims of domestic violence and child abuse, upon referral from the San Diego Family Justice Center or other non-profit advocacy organizations in San Diego County. Center desires to cause the Camp to be constructed and operated in partnership with the San Diego Family Justice Center.

C. The Parties agree that the Property provides a desirable and suitable location for the Camp, and desire to enter into this Lease to provide for the development, construction and operation of the Camp on the terms set forth herein, or as may be more fully set forth in further agreements between the Parties.

NOW, THEREFORE, in consideration of the recitals and the mutual obligations of the parties as herein expressed, City and Center agree as follows:

**SECTION 1: PREMISES**

City leases to Center, and Center leases from City, the real property more fully described in Exhibit 2 hereto [Premises] on the terms and conditions set forth in this Lease.

**SECTION 2: TERM, EXTENSIONS, AND TERMINATION**

**2.1 Initial Term.** The initial term of this Lease [Initial Term] shall be five (5) years commencing on the date set forth above [Effective Date], subject to the extension and termination provisions as more fully set forth herein.

**2.2 Extensions and Option to Renew.**

**2.2.1 Initial Extensions.** The City Manager may, from time to time and in his discretion, extend the Initial Term of this Lease to allow Center to complete the performance standards and milestones [Milestones] set forth in Exhibit 3 hereto. Such extensions shall be considered as part of the Initial Term but shall not cause the Initial Term to exceed a period that is seven (7) years from the Effective Date.

**2.2.2 Extension to Full Term.** Provided that the Milestones are met to the reasonable satisfaction of the City Manager within the Initial Term, the term of this Lease shall automatically be extended for a period of thirty (30) years from the Effective Date [Full Term], subject to the termination provisions of this Lease.

**2.2.3 Option to Renew.** Center shall have one (1) option to renew this Lease for an additional term of twenty (20) years beyond the expiration of the Full Term [Option]. The Option shall be exercised by Center giving written notice to City no earlier than one and one-half (1-1/2) years, and no later than one (1) year, prior to the expiration of the Full Term.

**2.3 Termination.**

**2.3.1 Termination by Mutual Consent.** By mutual consent, the Parties may terminate this lease at any time. If such termination occurs during the Initial Term, Center shall cause the Premises to be returned to City in its original state, free and clear of any liens or other encumbrances, without cost to City. If such termination occurs during the Full Term, Center shall turn the Premises over to City in its improved state, free and clear of any liens and encumbrances, without cost to City. City shall receive full title to all improvements to the Premises or Property, without cost to City.

**2.3.2 Termination by City.** City may not terminate this Lease during the Initial Term except for an Event of Default, as more fully set forth in Section 8.1 below. City may terminate this Lease during the Full Term upon 180 days written notice to Center on the condition that City pay to Center the fair market value (as determined by an appraiser reasonably acceptable to Center) of any improvements to the Premises or Property, and pay Center's reasonable expenses in terminating its use of the Premises and vacating the Premises, including expenses reasonably necessary to provide clear title of the Premises and improvements to City. City may terminate this Lease during the Full Term for an Event of Default, as more fully set forth in Section 8.1 below.

**2.3.3 Termination by Center.** Center may terminate this Lease at any time for an Event of Default as set forth in Section 8.2 below. Center may terminate this Lease at any time upon sixty (60) days written notice to City. If such termination occurs during the Initial Term, Center shall cause the Premises to be returned to City in its original state, free and clear of any liens or other encumbrances, without cost to City. If such termination occurs during the Full

Term prior to the issuance of a certificate of occupancy for the Camp, Center shall cause the Premises to be returned to City in its original state, free and clear of any liens or other encumbrances, without cost to City. If such termination occurs during the Full Term subsequent to the issuance of a certificate of occupancy for the Camp, Center shall turn the Premises over to City in its improved state, free and clear of any liens and encumbrances, without cost to City. City shall receive full title to all improvements to the Premises or Property without cost to City.

**2.4 Vacation of Premises.** Center shall promptly vacate the Premises upon the expiration or earlier termination of the Lease. Any holding over by Center after expiration or termination shall not be considered as a renewal or extension of this Lease.

**SECTION 3: RENT**

**3.1 Amount of Rent for Initial Term.** The rent for lease of the Premises during the Initial Term shall be \$500.00 per annum.

**3.2 Amount of Rent for Full Term.** The rent for lease of the Premises during the Full Term shall be determined by the City Manager based upon the fair rental value of the Premises as determined by an appraiser reasonably acceptable to Center. The rent for the first year of the Full Term shall be determined by the City Manger no later than 90 days prior to the commencement of the Full Term, and shall include an annual increase based upon the Consumer Price Index [CPI] "All Urban Consumers" for San Diego County. The rent for the first year of the Full Term as determined by the City Manager shall be \$\_\_\_\_\_ per annum [to be inserted upon determination as set forth in this section].

**3.2 Payment of Rent.** Rent shall be payable in advance in two equal installments; on or before June 30 of each calendar year, and on or before December 31 of each calendar year. The initial payment of rent shall be prorated based upon the Effective Date. All rents required in this Lease must be made payable to the City Treasurer and mailed to the Office of the City Treasurer, City of San Diego, P.O. Box 122289, San Diego, California, 92112-4165, or delivered to the Office of the City Treasurer, City Operations Building, 1222 First Avenue, Third Floor, San Diego, California.

**SECTION 4: USE**

**4.1 Purpose and Use.**

**4.1.1 Initial Term.** During the Initial Term, the purpose of this Lease shall be to allow Center to analyze the feasibility of developing, constructing and operating the Camp, and to obtain any necessary entitlements for such development, construction or operation. Accordingly, during the Initial Term, Center shall be entitled to enter upon the Premises to

conduct such studies or analyses as may be necessary to implement the purposes of the Lease during the Initial Term. City shall grant to Center access to the Premises across the Property upon such reasonable terms and conditions as the City Manager may determine in the City Manager's discretion. City shall also grant to Center reasonable access to the Property, including the Lake, upon such reasonable terms and conditions as the City Manager may determine in the City Manager's discretion, in order to conduct any necessary studies or analyses. Center may disturb the Premises as may be necessary to implement the purposes of this Lease during the Initial Term, but shall comply with all applicable laws and regulations in pursuing such activity. Center may not improve the Premises during the Initial Terms except as may be authorized in writing by the City Manager. Center may utilize the premises for recreational and overnight camping purposes during the Initial Term on terms reasonably acceptable to the City Manger. Subject to local and state health department approvals, Center may utilize the lake for water activities including motorized boating activities and limited body contact activities, as defined in state law, on terms reasonably acceptable to the City Manager.

**4.1.2 Full Term.** During the Full Term, the purpose of this Lease shall be for the development, construction and operation of the Camp. Accordingly, during the Full Term, Center shall be entitled to enter upon the Premises for such purpose. City shall grant to Center access to the Premises across the Property upon such reasonable terms and conditions as the City Manager may determine in the City Manager's discretion. Center shall be allowed to drill a well on the Premises, subject to all necessary county and state approvals, for the provision of water for the Camp, and make such other arrangements for the provision of water as may be required by law, at no expense to City. City shall also grant to Center reasonable access to the Property, including the Lake, upon such reasonable terms and conditions as the City Manager may determine in the City Manager's discretion for the purpose of conducting activities ancillary to the operation of the Camp, such activities to include hiking, camping and authorized water activities. In no event shall any term of this lease be construed to authorize any other organization or individual to engage in water activities at the Lake. The City Manager shall be authorized and directed to enter into a further agreement with Center, upon reasonably acceptable terms, if Center requests to purchase water from City at market rates, if necessary, for operation of the Camp on the condition that Center shall comply with all laws regarding the provision of water for such purposes at no cost to City. In no event shall Center purchase water in excess of the needs for operation of the Camp. Center shall be authorized to develop and place a boating dock on the shoreline which is contiguous to the leased premises for water activities affiliated with the Camp. In the event that state or local authorizations allow water contact activities greater than limited body contact, the City Manager shall be authorized and directed to negotiate reasonable terms upon which full body contact water activities shall be permitted and the areas of the Lake where such activities shall be permitted.

**4.2 Unauthorized Use.** Center covenants and agrees to use the Premises exclusively for the uses specified in Sections 4.1.1 and 4.1.2, as such sections may be amended from time to

time. 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. The use of the Premises for any unauthorized purpose shall constitute an Event of Default and subject this Agreement to termination at the sole option of City as more fully set forth in Section 8.1 below.

**4.3 Diligent Use and Competent Management.** Center covenants to diligently pursue the use of the Premises as set forth in Sections 4.1.1 and 4.1.2 throughout the term of this Agreement. Failure to continuously use the premises for said uses shall constitute an Event of Default and subject this Agreement to termination at the sole option of City as more fully set forth in Section 8.1 below. Throughout the term of this Agreement, Center shall provide competent management of the Premises to the satisfaction of the City Manager. For the purposes of this section, "competent management" means the demonstrated ability in the management and operation of the Camp in a fiscally responsible manner and in accordance with all applicable laws and regulations.

**4.4 Quiet Enjoyment.** Center, performing the covenants and agreements herein, shall at all times during the term of this Agreement peaceably and quietly have, hold, and enjoy the Premises.

**4.5 Easements and Reservations.** City reserves: all rights, title and interest in any and all subsurface natural gas, oil, minerals, and water on or within the Premises, except as specifically set forth herein; the right to grant and use easements or to establish and use rights-of-way over, under, along, and across the Premises for utilities as it deems advisable for the public benefit; and the right to enter the premises for the purpose of making repairs to municipal resources. City shall not, however, unreasonably or substantially interfere with Center's use of the Premises and will reimburse Center for physical damages, if any, to any improvements located on the Premises resulting from City exercising the rights reserved by this section. City will pay the costs of maintenance and repair of all City installations made pursuant to these reserved rights.

**4.6 Compliance with Law.** Center shall comply with all laws, regulations, and orders of the federal, state, and municipal governments or agencies that may be applicable to Center's use of the Premises. Center shall, at its sole cost and expense, comply with all review, permitting, and other requirements of applicable municipal, state, and federal agencies and laws that apply to Center's use of the Premises during the term of the Lease, including but not limited to the following:

4.6.1 California Environmental Quality Act.

4.6.2 Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the California Fair Employment Practices Act,

and any other applicable federal and state laws and regulations hereinafter enacted.

4.6.3 California Government Code, Sections 11135-11139.5; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (ADA); and any other applicable state and federal laws and regulations hereafter enacted protecting the rights of people with disabilities and requiring access for disabled persons. Center acknowledges and agrees that the Center is aware of and will comply with Council Policy 100-04, incorporated in this Lease by this reference, adopted by Resolution No. R-282153, relating to the federally-mandated ADA. Center will be individually responsible for administering its own ADA and Title 24 program. Center's compliance shall include but not necessarily be limited to the following:

- A. Center shall not discriminate against qualified persons with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- B. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of Center.
- C. Center shall post a statement addressing the requirements of the ADA in a prominent place at the work site.
- D. Where required by law, Center shall comply with City's disabled access requirements by bringing up to code and making accessible any areas of the Premises which deny access to disabled persons. All such improvements and alterations shall be at the sole cost of Center.

Center shall be solely responsible for processing all land use, development and construction approvals required for the use and occupancy of the Premises. This Agreement shall not be interpreted by any decision maker on any City-issued permit or approval to override or dictate the outcome of any finding required for any permit or development approval.

4.7 **Hazardous Substances.** Center shall not use or store in or around the Premises any Hazardous Substance, with the sole exception of substances that are reasonably necessary for normal maintenance and operation of the Camp, provided that the use and storage of the substances are in accordance with applicable laws. In the event of any illegal release of a



Hazardous Substance by Center, Center shall be responsible for all costs of remediation and removal of such substances in accordance with all applicable rules and regulations of governmental authorities. Moreover, if Center knows or has reasonable cause to believe that any Hazardous Substance has been released on, around, or beneath the Premises by Center, Center shall immediately notify City of such knowledge or cause for belief and shall take all actions necessary to alleviate any imminent and substantial danger to public health and safety.

**SECTION 5: CONDITION OF PREMISES**

**5.1 Waste, Damage, or Destruction.** Center shall maintain the Premises in a safe, healthy, and sanitary condition at all time during the Initial Term and Full Term. Center agrees not to commit or suffer to be committed any waste or injury or any public or private nuisance, to keep the Premises and Property clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner reasonably satisfactory to City.

**5.2 Improvements and Alterations.** No permanent improvements, structures, or installations shall be constructed on the Premises or Property by Center without the prior written approval of the City Manager and without any and all discretionary approvals required by law. City shall not be obligated by this Lease to make or assume any expense for any improvements or alterations except as specifically agreed to in writing.

**SECTION 6: ADDITIONAL TERMS AND CONDITIONS DURING FULL TERM**

Prior to the commencement of the Full Term, the Parties shall negotiate in good faith regarding any additional terms and conditions that may reasonably be necessary or appropriate for the operation and maintenance of the Camp. The City Manager shall be authorized and directed to execute any such further agreement negotiated pursuant to this section.

**SECTION 7: INSURANCE AND INDEMNIFICATION**

**7.1 Insurance.** Center shall at its sole expense keep in full force and effect at all times during the Initial Term and the Full Term, or otherwise upon its entry onto or occupation of the Premises pursuant to the terms of this Lease, all applicable commercial general liability insurance necessary to cover personal injury, bodily injury and property damage, providing coverage to a combined single limit of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per occurrence, subject to an annual aggregate of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) for general liability, completed operations, and personal injury other than bodily injury. Contractual liability shall include coverage of tort liability of another party to pay for bodily injury or property damage to a third person or organization. Contractual liability limitation endorsement is not acceptable.

Center shall at its sole expense keep in full force and effect at all times during the Initial Term and the Full Term, or otherwise upon its entry onto or occupation of the Premises pursuant to the terms of this Lease fire, extended coverage and vandalism insurance on all insurable property on the premises in an amount to cover one hundred percent (100%) of the replacement costs. Any proceeds from such policy shall be used to rebuild or repair the damaged property unless the Parties agree in writing that the use of the Premises shall be abandoned and this Agreement terminated.

Center shall at its sole expense keep in full force and effect at all times during the Initial Term and the Full Term, or otherwise upon its entry onto or occupation of the Premises pursuant to the terms of this Lease a worker's compensation policy of insurance for all of Center employees who are subject to this lease or as otherwise required by the State of California. Such policy shall provide a minimum of One Million Dollars (\$1,000,000) of employer's liability coverage, and Center shall provide an endorsement that the insurer waives the right of subrogation against City, its elected officials, officers, employees, agents and representatives.

City and its elected officials, officers, employees, agents, and representatives shall be named as additional insureds on all insurance policies required by this section. Additional insured status must be reflected on additional insured endorsement form CG 20 10, or equivalent, which shall be submitted to City. Further, all insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have been given at least an "A" or "A-" and "VII" rating by AM BEST, that are licensed to do business in the State of California, and that have been approved by City. The policies cannot be canceled, non-renewed, or materially changed except after thirty (30) calendar days prior written notice by Center or Center's insurer to City by certified mail, as reflected on an endorsement which shall be submitted to City, except for non-payment of premium, in which case ten days notice must be provided. Further, the policies must be primary and non-contributing to any insurance that may be carried by City, as reflected in an endorsement which shall be submitted to City. Center shall provide City with all Certificates of Insurance accompanied with all endorsements prior to execution of this Agreement by City.

**7.2 Accident Reports.** Center 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 or Property. Such reports 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.

**7.3 Indemnification and Hold Harmless.** Center agrees to defend, indemnify, protect and hold City and its agents, officers and employees harmless from and against all claims asserted or liability established for damages or injuries to any person or property, including injury to Center's employees, invitees, guests, agents or officers, which arise out of or result

from the use or occupation of the Premises or Property by Center, or any other activity related to the use or occupation of the Premises or Property by Center, and all expenses of investigating and defending against same; provided, however, that Center's duty to indemnify and hold harmless shall not include any claims or liability arising from the established gross negligence or willful misconduct of City, its agents, officers or employees.

**7.4 Entry and Inspection.** City reserves and shall always have the right, but not the obligation, to enter the 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. The rights reserved in this section shall not create any obligations on City or increase obligations elsewhere in this Lease imposed on City. Center agrees to make any and all records and accounts regarding the use and occupancy of the Center available to City for inspection at all reasonable times so that City may determine Center's compliance with the terms of this Agreement, except such records or accounts as Center may be required by law to keep confidential. Such records and accounts will be made available by Center at the Premises and will be complete and accurate. Center's failure to keep and maintain such record or account, and make them available for inspection by City, shall be an Event of Default and subject this Agreement to termination at the sole option of City as more fully set forth in Section 8.1 below. Center shall maintain all such records and accounts for a minimum period of five (5) years.

**SECTION 8: DEFAULT**

**8.1 Default by Center.** Any violation of the provisions of this Lease by Center shall constitute an Event of Default. Upon the occurrence of an Event of Default on the part of Center, City shall provide written notice to Center. Center shall have a period not to exceed sixty (60) days from the date of such written notice to cure such Event of Default. If Center does not cure such Event of Default to the reasonable satisfaction of the City Manager, City may terminate the Lease effective sixty (60) days after City provides written notice to Center that City is terminating the lease pursuant to this Section 8.1. Failure of City to provide any notice as provided in this Section 8.1 shall not constitute a waiver of any Event of Default, but shall merely toll the time for the exercise of the termination rights pursuant to this Section 8.1.

**8.2 Default by City.** Any violation of the provisions of this Lease by City shall constitute an Event of Default. Upon the occurrence of an Event of Default on the part of City, Center shall provide written notice to City. City shall have a period not to exceed sixty (60) days from the date of such written notice to cure such Event of Default. If City does not cure such Event of Default to the reasonable satisfaction of Center, Center may either terminate the Lease, effective sixty (60) days after Center provides written notice to City that Center is terminating the lease pursuant to this Section 8.2, or seek to compel City to comply with the provisions of this Lease by court action. Failure of Center to provide any notice as provided in this Section 8.2 shall not constitute a waiver of any Event of Default, but shall merely toll the time for the

exercise of the termination or other rights pursuant to this Section 8.2.

**SECTION 9: ADDITIONAL PROVISIONS**

**9.1 Compliance with City's Equal Opportunity Contracting Program.** Center acknowledges and agrees that it is aware of, and will comply with, City Council Ordinance No. 18173 (San Diego Municipal Code Sections 22.2701 through 22.2708, as amended), EQUAL EMPLOYMENT OPPORTUNITY OUTREACH PROGRAM, a copy of which is on file in the Office of the City Clerk and by this reference is incorporated in this Lease. Center and all of its subcontractors are individually responsible to abide by its contents.

Center will comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375, and 12086; the California Fair Employment Practices Act; and any other applicable federal and state laws and regulations hereafter enacted. Center will not discriminate against any employee or applicant for employment on any basis prohibited by law.

Center submitted and City acknowledges receipt of a current Work Force Report or a current Equal Employment Opportunity (EEO) Plan as required by Section 22.2705 of the San Diego Municipal Code, which sets forth the actions that Center will take to achieve City's commitment to equal employment opportunities.

Center agrees to insert the foregoing provisions in all subcontracts for any work covered by this Lease agreement so that such provisions will be binding upon each subcontractor. Center agrees that compliance with EEO provisions flowing from the authority of both parties will be implemented, monitored, and reviewed by City's Equal Opportunity Contracting Program staff.

**9.2 City Employee Participation Policy.** This Lease may, at the sole option of City, be unilaterally and immediately terminated by City if Center employs an individual who, within the twelve months immediately preceding such employment, did in his/her capacity as a City officer or employee participate in negotiations with or otherwise have an influence on the recommendation made to the City Council in connection with the selection of the Center. These provisions do not apply to members of the City Council.

Center understands that failure to comply with the above requirements and/or submitting false information in response to these requirements shall constitute a default under this Lease.

**9.3 Drug-free Workplace.** Center shall be required to abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:

- a. Publish a statement notifying employees that the unlawful manufacture,

distribution, dispensation, possession, or use of controlled substances are prohibited on the leasehold and specifying the actions that will be taken against employees for violations of the prohibition.

b. Establishing a drug-free awareness program to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace.
- (2) The Center'S policy of maintaining a drug-free workplace.
- (3) Any available drug counseling, rehabilitation, and employees assistance programs.
- (4) The penalties that may be imposed upon employees' for drug abuse violations.

c. Center shall include in each sublease agreement language which indicates the sublessee's agreement to abide by the provisions of a drug-free workplace. Center and sublessees shall be individually responsible for their own drug-free workplace programs.

**9.4 Possessory Interest Tax.** Center is advised, pursuant to Revenue and Taxation Code section 107.6, that this Lease may create a possessory interest which is subject to property taxation and accordingly, that Center shall be responsible for such payment or any proceedings in connection therewith.

**9.5 Notice.** All notices, demands or other communications required by this Agreement shall be made in writing and shall be delivered personally, or sent by courier, registered or certified mail, return receipt requested, postage prepaid. Every notice shall be addressed to the party to whom they are directed at the following addresses, or at such other addresses as may be designated by notice from such party:

To City:

San Diego Family Justice Center  
202 C Street  
San Diego, CA 92101  
Attn: City Manager

with a copy to:

**DRAFT**

**07/16/02**

City Attorney  
1200 Third Avenue, Suite 1620  
San Diego, CA 92101  
Attn: \_\_\_\_\_

To Center:

Attn: \_\_\_\_\_

with a copy to:

Attn: \_\_\_\_\_

Any notice, demand or other communication made solely by mail in the manner prescribed in this paragraph shall be deemed to have been given and to be effective three (3) working days after the date of mailing the notice.

**9.3 Corporate Authority.** The individual executing this Lease on behalf of Center represents and warrants that he or she is duly authorized to execute this Lease on behalf of Center, that this Lease is binding upon Center in accordance with its terms, and that Center is a duly qualified corporation and all steps have been taken prior to the date hereof to qualify Center to do business in the State of California.

**9.4 Nondiscrimination in Employment.** Center shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Center shall provide equal opportunity in all employment practices. Center shall ensure that its subcontractors, if any, comply with this section. Nothing in this Section shall be interpreted to hold Center liable for any discriminatory practice of its subcontractors.

**9.5 Nondiscrimination in Provision of Services.** Center shall not 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 Center'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.

**9.6 Assignment and Subletting.** Center shall not assign this Lease or any interest therein, by operation of law or otherwise, and shall not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person, except employees, agents, and guests of Center, to use or occupy the Premises or any part thereof, without the prior written consent of the City Manager in each instance. Any such assignment or subletting without such consent shall be void. Approval of any assignment or sublease shall be conditioned upon the assignee or sub-lessee agreeing in writing that it will assume the rights and obligations thereby assigned or subleased and that it will keep and perform all covenants, conditions, and provisions of this Lease which are applicable to the rights acquired. Pursuant to City Charter Section 225, the City Manager must review and approve every person or entity which will have an interest in this Lease as a sub-lessee or assignee.

**9.7 Authority of City Manager.** Wherever City is authorized or required to take any action pursuant to this Lease such action may be taken by the City Manager or his authorized designee, provided that the City Manager may not take any action relative to this Lease that the City Council is required to undertake pursuant to law.

**9.8 Amendment.** Any changes, amendments, or modifications to this Lease are effective only if made in writing and signed by both Parties.

**9.9 Counterparts.** This Lease may be executed in counterparts, which when taken together shall constitute a single signed original as though all Parties had executed the same page.

**9.10 Jurisdiction, Venue, and Attorney's Fees.** The venue for any suit or proceeding concerning this Agreement, the interpretation or application of any of its terms, or any related disputes shall be in the County of San Diego, State of California. The prevailing Party in any such suit or proceeding shall be entitled to a reasonable award of attorney's fees in addition to any other award made in such suit or proceeding.

**9.11 Time is of the Essence.** The parties agree and acknowledge that time is of the essence in the performance of all duties and obligations contained in this Lease.

**DRAFT**

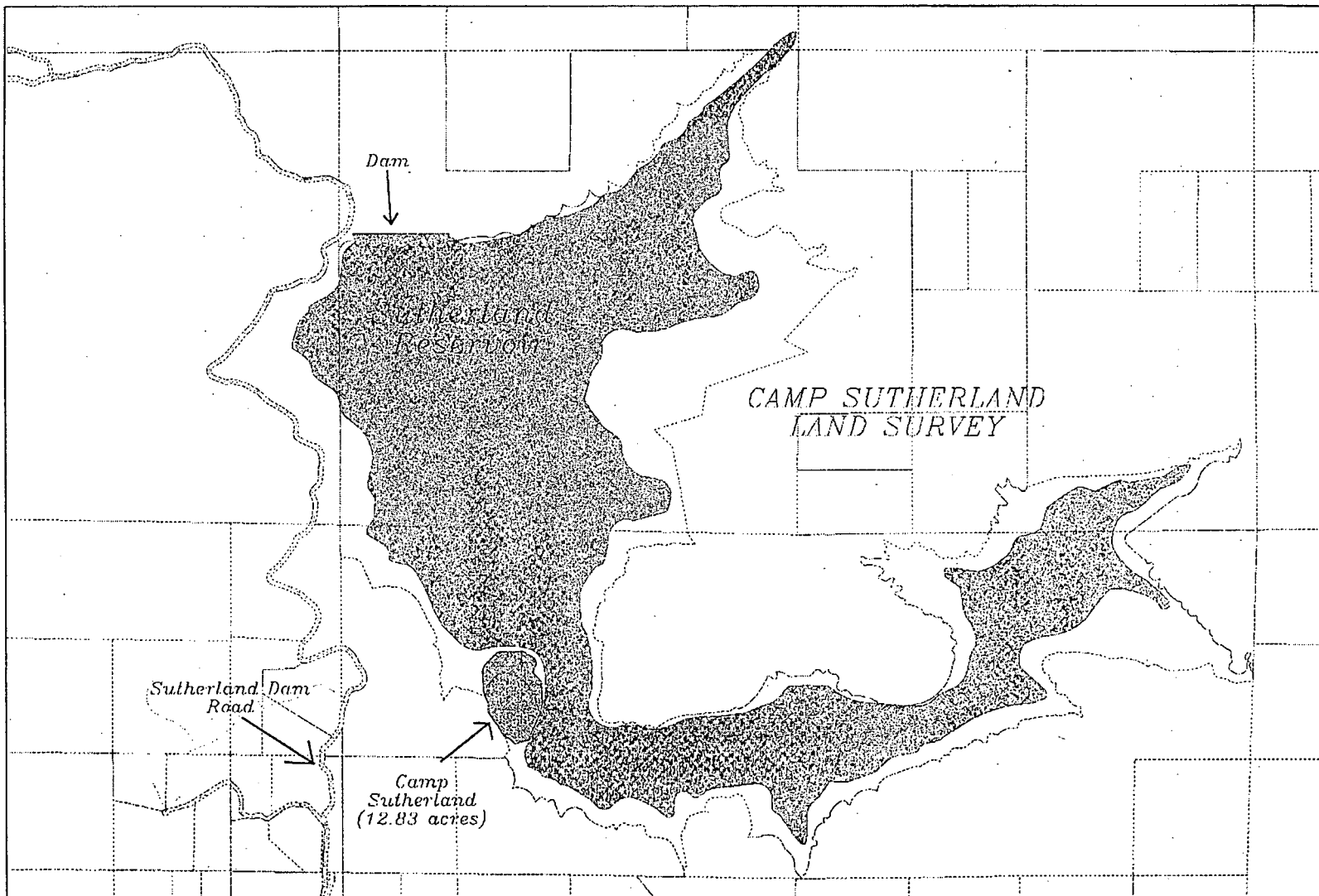
**07/16/02**

**EXHIBIT 1**  
**THE "PROPERTY"**



DATA PROVIDED HEREIN IS UNWARRANTED EXCEPT FOR THE PURPOSES OF INFORMATION. IT IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE USER ASSUMES ALL LIABILITY FOR ANY DAMAGE, INCLUDING CONSEQUENTIAL DAMAGES, ARISING FROM THE USE OF THIS INFORMATION.

THIS DOCUMENT IS THE PROPERTY OF THE CITY OF SAN DIEGO. IT IS LOANED TO YOU BY THE CITY OF SAN DIEGO. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE CITY OF SAN DIEGO.



07-10-02  
Scale in inches: 1:1025



City of San Diego, Water Department  
Facility Information Management Section



P-2296874

**DRAFT**

**07/16/02**

**EXHIBIT 2**

**DESCRIPTION OF THE PREMISES**

**EXHIBIT 3**  
**MILESTONES**

<u>Description</u>	<u>Completion Target Date</u> <u>(Days Prior to Expiration of Initial Term)</u>
1. Environmental Review	180
2. Applicable Land Use Approvals	180
3. County of San Diego Department of Health Approvals	90
4. State of California Department of Health Approvals	90