

STAFF REPORT



ITEM NO. **15**

CITY OF OCEANSIDE

DATE: January 24, 2007

TO: Honorable Mayor and City Council Members

FROM: Public Works Department

SUBJECT: **APPROVAL OF A REQUEST TO EXTEND THE TERM OF THE PROPERTY USE AGREEMENT WITH THE OCEANSIDE SENIOR CITIZENS ASSOCIATION**

SYNOPSIS

Staff recommends that the City Council approve a request by the Oceanside Senior Citizens Association to extend the term of the Property Use Agreement for use of City-owned property at 455 Country Club Lane for five years, through January 1, 2012, at a cost to the Association of \$1 per year.

BACKGROUND

The Oceanside Senior Citizens Association ("Permittee") originally entered into a Property Use Agreement ("Agreement") executed December 12, 2002, for the non-exclusive use and preferential non-exclusive use of portions of the Oceanside Senior Center at 455 Country Club Lane, Oceanside, CA ("Premises"). Permittee uses the Premises for providing nutritional and educational programs and services to the senior citizens of the City of Oceanside. The original term commenced December 4, 2002, and terminated January 1, 2007, with the Permittee given a request to extend the term of the Agreement for an additional five-year period. Permittee has requested that the term be extended and has used the premises on a month-to-month basis since January 1, 2007.

ANALYSIS

The request for an extension of the term for an additional five years would, retroactive to January 2, 2007, extend the Agreement through January 1, 2012. Permittee would no longer have a right to request further extensions of the term of the Agreement. Extension of the term of the Agreement would allow the Permittee to continue to provide a valuable service to the senior citizens of the City of Oceanside. All other terms of the Agreement would remain unchanged.

FISCAL IMPACT

There is no direct fiscal impact to the City to extend the term of the Agreement for an additional five-year period at a cost to the Association of \$1 per year.

INSURANCE REQUIREMENTS

Permittee will be required to maintain the City's standard insurance requirement over the extended term of the Agreement.

COMMISSION OR COMMITTEE REPORT

Does not apply.

CITY ATTORNEY'S ANALYSIS

Does not apply.

RECOMMENDATION

Staff recommends that the City Council approve a request by the Oceanside Senior Citizens Association to extend the term of the Property Use Agreement for use of City-owned Property at 455 Country Club Lane for five years, through January 1, 2012.

PREPARED BY:



Douglas E. Eddow
Real Property Manager

SUBMITTED BY:



Barry E. Martin
Interim City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Interim Deputy City Manager

Peter A. Weiss, Public Works Director

Margery Pierce, Director of Neighborhood Services







**CITY OF OCEANSIDE
PROPERTY USE AGREEMENT
WITH OCEANSIDE SENIOR CITIZENS ASSOCIATION, INC.
FOR USE OF CITY OWNED PROPERTY AT
455 COUNTRY CLUB LANE**

THIS PROPERTY USE AGREEMENT, hereinafter called "Agreement", is executed between the CITY OF OCEANSIDE, a municipal corporation, hereinafter called "CITY", and the OCEANSIDE SENIOR CITIZENS ASSOCIATION, INC., hereinafter called "PERMITTEE".

RECITALS

WHEREAS, CITY is the owner of that certain real property situated in the City of Oceanside, County of San Diego, State of California, commonly known as the Oceanside Senior Citizens Center, 455 Country Club Lane, Oceanside, California, and more particularly shown on a sketch thereof marked Exhibit "A" attached hereto and by this reference made part of this Agreement. Said real property is hereinafter called the "PREMISES"; and

WHEREAS, PERMITTEE is a recognized non-profit public service organization providing nutritional and educational programs and services (hereinafter "Services") to the senior citizens of the CITY and is desirous of providing said Services from the PREMISES; and

WHEREAS, CITY acknowledges that said Services provided by PERMITTEE are valuable to the citizens of the City of Oceanside and is desirous of allowing PERMITTEE the use of said real property in accordance with the terms, covenants, conditions and provisions contained herein.

A G R E E M E N T

NOW THEREFORE, THE PARTIES HERETO MUTUALLY AGREE AS FOLLOWS:

SECTION 1: USES

1.01 Premises. CITY hereby authorizes PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the non-exclusive use and preferential non-exclusive use of portions of the PREMISES as more particularly described on attached Exhibit "A". The non-exclusive use and the preferential non-exclusive use of the PREMISES shall be coordinated with and subject to the approval of the CITY'S representative at the Oceanside Senior Citizens Center.

1.02 Uses. It is expressly agreed that the PREMISES shall be used by PERMITTEE solely and exclusively for the purpose of providing Services for senior citizens, and for such other related or incidental purposes as may be first approved in writing by the City Manager and for no other purpose whatsoever.

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PERMITTEE covenants and agrees to use the PREMISES for the above specified purposes and to diligently pursue said purposes throughout the term hereof. In the event that PERMITTEE fails to continuously use the PREMISES for said purposes, or uses the PREMISES for purposes not expressly authorized herein, the PERMITTEE shall be deemed in default under this Agreement.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall be for a period not to exceed **five (5) years** commencing on December 4, 2002 or the date the Oceanside City Council approves the Agreement, and terminating January 1, 2007.

2.02 Extension of Term. The PERMITTEE may request an extension of the term of this Agreement for the PREMISES for an additional **five (5) years** under the terms and conditions of this Agreement, provided that the PERMITTEE is not in default of breach of any term, condition, or covenant of this Agreement.

The PERMITTEE may request not more than **one (1) five-year** extension of term by providing the City Manager with its written request no later than **ninety (90) days** prior to the expiration of the term of this Agreement. The City Manager or City Manager's designee shall notify the PERMITTEE not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the City Council for approval. Recommendation by the City Manager does not constitute City Council approval of the extension request. The City Manager in his capacity as the City Council's authorized representative, shall, in his sole discretion, have the authority to deny any such request. Any such denial shall be sent to the PERMITTEE not later than **thirty (30) days** from receipt of the request for extension.

The City Council, at its sole discretion, may approve or deny the extension of the term of this Agreement. In the event the City Council is unable to consider the renewal request in sufficient time as to provide PERMITTEE with **thirty (30) days** notice of termination in the case of denial, the Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

2.03 Termination Provisions. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement by giving the other party at least **thirty (30) days** prior written notice of such termination.

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2.04 Business License. PERMITTEE agrees to obtain and maintain, at its sole cost and expense, a current Business License issued from the City of Oceanside during the full term of this Agreement, provided such a license is required for PERMITTEE'S operations under this Agreement, further, PERMITTEE agrees to maintain corporate status and a 501(C)(3) designation.

2.05 Permits and Licenses. PERMITTEE shall obtain and maintain, during the term of this Agreement, all local, county, state and federal permits and licenses required for the operation of the services on the PREMISES, including a County of San Diego Health Permit.

SECTION 3: PROPERTY USE PAYMENT

3.01 Property Use Payment. PERMITTEE agrees to pay CITY, as rental for said premises, **One Dollar (\$1.00)** per year payable in advance on the first day of each Agreement year. The parties hereto acknowledge that the actual fair market rental value of the Agreementd premises as computed in accordance with applicable federal guidelines substantially exceed the **One Dollar (\$1.00)** per year rental charged hereunder.

SECTION 4: RECORDS

4.01 Inspection of Records. PERMITTEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine PERMITTEE'S compliance with this Agreement. These records and accounts will be made available by PERMITTEE at the PREMISES and will be complete and accurate showing all income and receipts from the use of the PREMISES. PERMITTEE'S failure to keep and maintain such records and make them available for inspection by CITY shall be deemed a default of this Agreement. PERMITTEE shall maintain all such records and accounts for a minimum period of **five (5) years**.

4.02 Annual Program Report. PERMITTEE shall be required to provide CITY with a written annual financial and operations report regarding all phases of PERMITTEE use and occupation of the PREMISES. PERMITTEE shall submit said report to CITY within **sixty (60) days** of each anniversary date of this Agreement.

SECTION 5: INSURANCE RISKS/SECURITY

5.01 Indemnity. PERMITTEE shall indemnify, save and hold harmless the CITY and its officers, agents and employees against all claims for damages to persons or property arising out of or related to the conduct of the PERMITTEE or its employees, agents, or others in connection with its use and occupation of the PREMISES under this Agreement, except only for those claims arising from the sole negligence or sole willful conduct of the CITY, its officers, agents, or employees. PERMITTEE'S indemnification shall include any

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and all costs, expenses, attorneys' fees and liability incurred by the CITY, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, PERMITTEE at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

5.02 Insurance. PERMITTEE shall take out and maintain in full force and effect at all times during the term of this Agreement the following insurance at its sole expense:

- a. PERMITTEE shall maintain the following minimum limits:

Comprehensive General Liability Insurance

Combined Single Limit Per Occurrence	\$1,000,000
General Aggregate	\$2,000,000

b. All insurance companies affording coverage to the PERMITTEE shall be required to add the City of Oceanside as "additional insured" under the designated insurance policy(s) required in accordance with this Agreement.

c. All insurance companies affording coverage to the PERMITTEE shall be insurance organizations acceptable to the CITY, and authorized by the Insurance Commissioner of the State Department of Insurance to transact business of insurance in the State of California.

d. All insurance companies affording coverage shall provide **thirty (30) days** written notice to the City of Oceanside should the policy be cancelled before the expiration date. For the purposes of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation.

e. PERMITTEE shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City Attorney, concurrently with the submittal of this Agreement.

f. PERMITTEE shall provide a substitute certificate of insurance no later than **thirty (30) days** prior to the policy expiration date. Failure by the PERMITTEE to provide such a substitution and extend the policy expiration date shall be considered a default by PERMITTEE and may subject the PERMITTEE to a termination of this Agreement.

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g. Maintenance of insurance by the PERMITTEE as specified in this Agreement shall in no way be interpreted as relieving the PERMITTEE of any responsibility whatever the PERMITTEE may carry, at its own expense, such additional insurance as it deems necessary.

h. If PERMITTEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within **thirty (30) days** of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by PERMITTEE on the **first (1st) day** of the month following the notice of payment by CITY.

i. CITY, at its discretion, may require the revision of amounts and coverage at any time during the term of this Agreement by giving PERMITTEE **sixty (60) days** prior written notice. CITY'S requirements shall be designed to assure protection from and against the kind and extent of risk existing on the PREMISES. PERMITTEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

5.03 Accident Reports. PERMITTEE shall, within **seventy-two (72) hours** after occurrence, report to CITY any accident causing property damage or any serious injury to persons on the PREMISES. This report 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.

SECTION 6: GENERAL PROVISIONS

6.01 Maintenance. With respects to PERMITTEE'S operations at or on the PREMISES, PERMITTEE shall make all repairs and replacements necessary to maintain and preserve the PREMISES in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws.

In the event that the PREMISES are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, upon written notice to PERMITTEE, to have any necessary maintenance work done at the expense of PERMITTEE, and PERMITTEE shall promptly pay any and all costs incurred by CITY in having such necessary maintenance work done, in order to keep said PREMISES in a decent, safe, healthy, and sanitary condition. PERMITTEE shall make payment no later than **thirty (30) days** after written notice from the CITY. Further, if at any time CITY determines that said PREMISES are not in a decent, safe, healthy, and sanitary condition, CITY may at its sole option, upon written notice,

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require PERMITTEE to file with CITY a faithful performance bond to assure prompt correction of any condition which is not decent, safe, healthy, and sanitary. Said bond shall be in an amount adequate in the opinion of CITY to correct the said unsatisfactory condition. PERMITTEE shall pay the cost of said bond. The rights reserved in this section shall not create any obligations on CITY or increase obligations elsewhere in this Agreement imposed on CITY.

6.02 Utilities. PERMITTEE shall not be responsible for cost for gas, electric, water, trash service and sewer service expenses. Provided, however, PERMITTEE shall establish procedures to minimize utility usage and not commit waste, if the CITY determines that the usage is excessive the CITY may require reimbursement of utility expenses.

6.03 Sign. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the PREMISES, PERMITTEE shall remove the item at its expense within **twenty-four 24 hours** of written notice thereof by CITY, or CITY may thereupon remove the item at PERMITTEE'S cost.

6.04 Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the PREMISES, including, any buildings, structures, machines, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE or levied by reason of the business or other PERMITTEE activities related to the PREMISES, including any licenses or permits.

PERMITTEE recognizes and agrees that this Agreement may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on such interest, and that PERMITTEE shall pay all such possessory interest taxes.

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6.05 Notices. All notices, demands, requests, consents or other communications which this Agreement contemplates or authorizes, or requires or permits either party to give to the other, shall be in writing and shall be personally delivered or mailed to the respective party as follows:

To CITY:

**City of Oceanside
Property Management
300 North Coast Highway
Oceanside, CA 92054**

To PERMITTEE:

**Roberta Dahms
Executive Director
Oceanside Senior Citizens Assoc., Inc.
P.O. Box 1658
Oceanside, CA 92051-1658**

Either party may change its address by notice to the other party as provided herein.

Communications shall be deemed to have been given and received on the first to occur of (i) actual receipt at the offices of the party to whom the communication is to be sent, as designated above, or (ii) **three (3) working days** following the deposit in the United States Mail of registered or certified mail, postage prepaid, return receipt requested, addressed to the offices of the party to whom the communication is to be sent, as designated above.

6.06 City Approval. The City Manager shall be the CITY'S authorized representative in the interpretation and enforcement of all services performed in connection with this Agreement. The City Manager may delegate authority in connection with this Agreement to the City Manager's designee(s). For the purposes of directing PERMITTEE in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the Senior Property Agent of the Public Works Department, Property Management Section.

6.07 Entire Agreement. This Agreement comprises the entire integrated understanding between CITY and PERMITTEE concerning the use and occupation of the PREMISES and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the PREMISES, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

The interpretation, validity and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. The Agreement does not limit any other rights or remedies available to CITY.

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The PERMITTEE shall be responsible for complying with all Local, State, and Federal laws whether or not said laws are expressly stated or referred to herein.

Should any provision herein be found or deemed to be invalid, the Agreement shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are severable.

This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

6.08 Agreement Modification. This Agreement may not be modified orally or in any manner other than by an Agreement in writing signed by the parties hereto.

6.09 Manner of Primary Service. It is expressly agreed that the PREMISES shall be used by PERMITTEE solely and exclusively for the purpose of providing nutritional and educational programs and services to the senior citizens of the CITY.

6.10 Assignment and Subletting-No Encumbrance. This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the PERMITTEE'S duties be delegated, without the express written consent of CITY. Any attempt to assign or delegate this Agreement without the express written consent of CITY shall be void and of no force or effect. A consent by CITY to one assignment, transfer, subAgreement, or delegation shall not be deemed to be a consent to any subsequent assignment, transfer, subAgreement, or delegation.

6.11 Defaults and Termination. If either party ("demanding party") has a good faith belief that the other party ("defaulting party") is not complying with the terms of this Agreement, the demanding party shall give written notice of the default (with reasonable specificity) to the defaulting party and demand the default to be cured within **thirty (30) days** of the notice.

If the defaulting party is actually in default of this Agreement and fails to cure the default within **thirty (30) days** of the notice, or, if more than **thirty (30) days** are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within **ten (10) days** of the notice, the demanding party may terminate this Agreement upon written notice to the defaulting party.

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CITY may also terminate this Agreement upon written notice to PERMITTEE in the event that:

- PERMITTEE fails to maintain corporate status and a 501(C) (3) designation.
- PERMITTEE has previously been notified by CITY of PERMITTEE'S default under this Agreement and PERMITTEE, after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or
- PERMITTEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or
- PERMITTEE shall be adjudicated a bankruptcy, or
- PERMITTEE shall make a general assignment for the benefit of creditors.

Upon termination, CITY may immediately enter and take possession of the PREMISES.

6.12 Other Regulations. All use of the PREMISES under this Agreement shall be in accordance with the laws of the United States of America, the State of California and in accordance with all applicative rules and regulations and ordinances of the County of San Diego and City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by state or federal law.

6.13 Waiver. Any CITY waiver of a default is not a waiver of any other default. Any waiver of a default must be in writing and be executed by the City Manager in order to constitute a valid and binding waiver. CITY delay or failure to exercise a remedy or right is not a waiver of that or any other remedy or right under this Agreement. The use of one remedy or right for any default does not waive the use of another remedy or right for the same default or for another or later default. CITY'S acceptance of any rents is not a waiver of any default preceding the rent payment. CITY and PERMITTEE specifically agree that the property constituting the PREMISES is CITY-owned and held in trust for the benefit of the City of Oceanside and that any failure by the City Manager or CITY staff to discover a default or take prompt action require the cure of any default shall not result in an equitable estoppel, but CITY shall, at all times, subject to applicable statute of limitations, have the legal right to require the cure of any default when and as such defaults are discovered or when an as the City Council directs the City Manager to take action or require the cure of any default after such default is brought to the attention of the City Council by the City Manager or by any concerned citizen.

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6.14 Waste, Damage or Destruction. PERMITTEE shall give notice to CITY of any fire or other damage that occurs on the PREMISES within **seventy-two (72) hours** of such fire or damage. PERMITTEE shall not commit or suffer to be committed any waste or injury or any public or private nuisance, agrees to keep the PREMISES clean and clear of refuse and obstructions, and to dispose of all garbage, trash, and rubbish in a manner satisfactory to CITY. If the PREMISES shall be damaged by any cause which puts the PREMISES into a condition which is not decent, safe, healthy and sanitary, PERMITTEE agrees to make or cause to be made full repair of said damage and to restore the PREMISES to the condition which existed prior to said damage and to restore the PREMISES to the condition which existed prior to said damage; or, at CITY'S option, and upon receipt of written demand thereof, PERMITTEE agrees to clear and remove from the PREMISES all debris resulting from said damage and rebuild the PREMISES in accordance with plans and specifications previously submitted to CITY and approved in writing in order to replace in kind and scope the operation which existed prior to such damage. PERMITTEE shall be responsible for all costs incurred in the repair and restoration, or rebuilding of the PREMISES.

6.15 Improvements/Alterations. No improvements, structures, or installations shall be constructed on the PREMISES, and the PREMISES may not be altered by PERMITTEE without prior written approval by the City Manager. Further, PERMITTEE agrees that major structural or architectural design alterations to approved improvements, structures, or installations may not be made on the PREMISES without prior written approval by the City Manager and that such approval shall not be unreasonably withheld. This provision shall not relieve PERMITTEE of any obligation under this Agreement to maintain the PREMISES in a decent, safe, healthy, and sanitary condition, including structural repair and restoration of damaged or worn improvements. CITY shall not be obligated by this Agreement to make or assume any expense for any improvements or alterations.

6.16 Liens. PERMITTEE shall not, directly or indirectly, create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the PREMISES without the prior written consent of the City Manager. PERMITTEE shall promptly, at its own expense, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim on or with respect to all or any portion of the PREMISES for which PERMITTEE does not have the prior written consent of the city Manager.

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SECTION 7: SPECIAL PROVISIONS

7.01 Additional Custodial Requirements. PERMITTEE agrees to collect and deposit in an appropriate solid waste receptacle, located outside the building, all food waste and other waste associated with the PERMITTEE'S Services within **ninety (90) minutes** following the end of each food service. In the event PERMITTEE fails to perform and CITY is compelled to perform this service. PERMITTEE shall be required to pay reasonable costs incurred by CITY, with a minimum charge of **fifteen (15) minutes** of personnel time per occurrence. CITY shall notify PERMITTEE of the associated cost in writing within **seventy-two (72) hours** of each such occurrence.

7.02 Occasional Use of Additional Space. In the event PERMITTEE requires the occasional use of additional space or additional rooms at the Oceanside Senior Citizens Center, PERMITTEE may reserve such room(s) at least **five (5) working days** prior to required date and approved in writing by the City Manager. CITY shall make best effort to grant such reasonable requests.

7.03 Occasional City Use of Designated Rooms. CITY reserves the right to use the PREMISES or those portions of the PREMISES as set forth in Exhibit "A", subject to PERMITTEE'S preferential non-exclusive use. CITY shall provide PERMITTEE with **three (3) working days** notice of CITY'S intended use of the PREMISES or portions thereof. CITY use of the PREMISES or portions thereof shall be restricted to days and time periods when the premises or portions thereof are not being used by PERMITTEE. PERMITTEE shall not refuse any such reasonable request. PERMITTEE shall be responsible for safeguarding all materials in the portions of the PREMISES to be used by the CITY, prior to the CITY'S use thereof.

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SECTION 8: SIGNATURES

8.01 Signature Page. The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the PERMITTEE and the CITY.

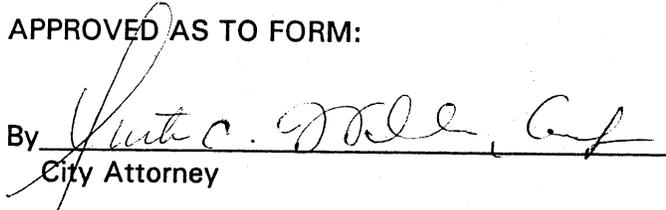
IN WITNESS WHEREOF the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this Property Use Agreement to be executed by setting hereunto their signatures on the day and year respectively written hereinbelow.

CITY
THE CITY OF OCEANSIDE

Date 12-12-02

By 
City Manager

APPROVED AS TO FORM:

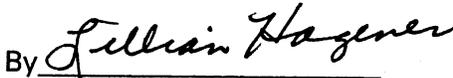
By 
City Attorney

PERMITTEE

Date 12-3-02

By 

Date 12-3-02

By 

NOTARY ACKNOWLEDGMENTS OF PERMITTEE'S SIGNATURE(S) MUST BE ATTACHED

Acknowledgement

STATE OF CALIFORNIA }
COUNTY OF SAN DIEGO } ss.

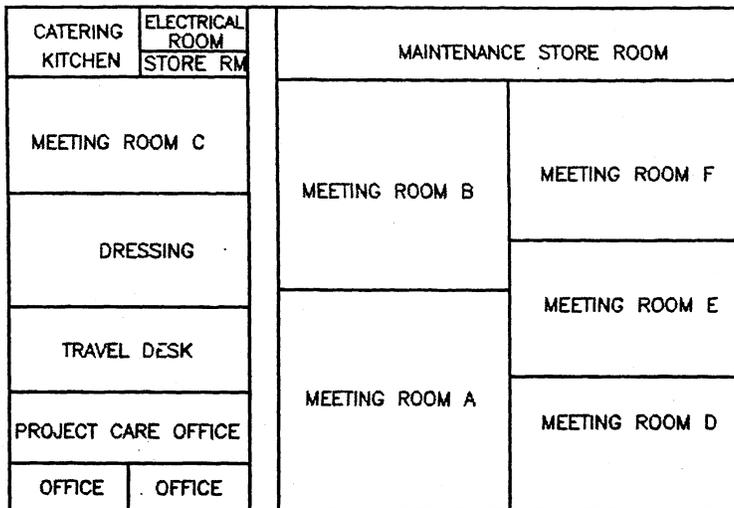
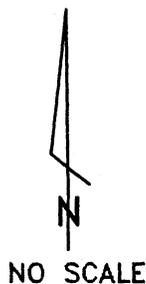
On December 3, 2002, before me, Robert Yadron Notary Public, personally appeared **Lynn W. Gardener and Lillian Hagener**, proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities and that by their signatures on the instrument the persons or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

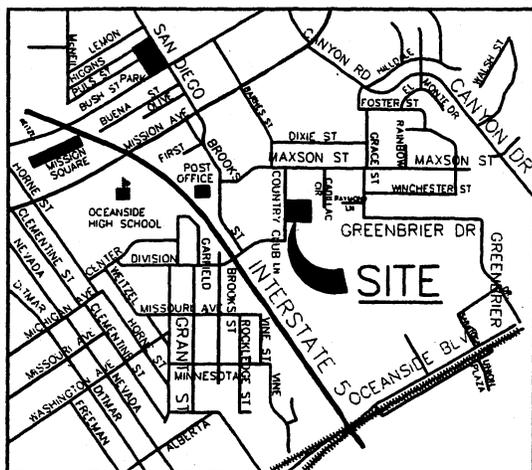




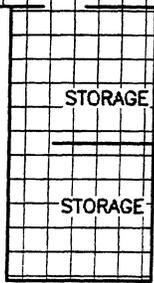
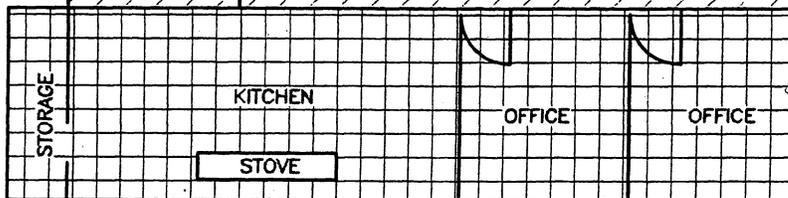
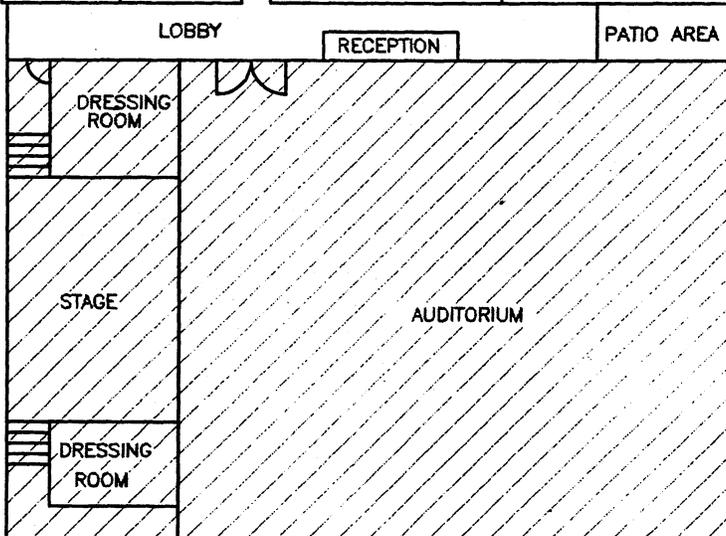
Title of Document: City of Oceanside Property Lease Agreement	
Date of Document: December 3, 2002	Number of Pages: Twelve
Other signatures not acknowledged: City Manager and City Attorney	



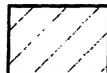
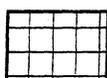
FRONT
ENTRANCE



VICINITY MAP
NO SCALE



LEGEND

-  NON-EXCLUSIVE USE AREA
-  PREFERENTIAL NON-EXCLUSIVE USE AREA

Revision	By	Approved	Date

CITY OF OCEANSIDE
SENIOR CITIZEN CENTER

EXHIBIT—"A"
DRAWING NO.
1 OF 2

This is to certify that
ROBERTA S. DAHMS
 has met the necessary requirements for
Food Manager Certification
 Exam 1702 Recognized By Conference For Food Protection
 SSN [REDACTED] Exam Date: 10/26/00
 Exporior Assessments (800) 624-2736

COUNTY OF SAN DIEGO
DEPARTMENT OF ENVIRONMENTAL HEALTH
FOOD HANDLER EXAMINATION

FOOD HANDLER INFORMATION

NAME DEEPLY McHugh BIRTH DATE 3-7-31
 PLACE OF EMPLOYMENT OSCA
 NUMBER CORRECT 100 (A passing score is 21+ correct answers) EXAM DATE 10-01

I hereby declare under penalty of perjury that I have trained and tested this Food Handler and they have honestly passed this proficiency test relating to the fundamental principles of sanitary food service practices with at least a 70% grade.

CERTIFIED FOOD SERVICE MANAGER Roberta S. Dahms
 (Signature & Printed Name)
 EXPIRATION DATE: 04 (Valid for three years)

(This exam is not valid without the information requested above)

1. When "holding" food in a steam table, how hot must the food be kept? At least:

- a. 130°F
- b. 140°F
- c. 150°F
- d. 160°F

COUNTY OF SAN DIEGO
 DEPARTMENT OF ENVIRONMENTAL HEALTH

Jerry Elzek

COUNTY OF SAN DIEGO
 DEPARTMENT OF ENVIRONMENTAL HEALTH

Jerry Elzek

HEALTH PERMIT

(619) 338-2222



PERMIT FOR FOOD FACILITY A01 EST NO.: E07621
 THIS PERMIT EXPIRES ON: 05/31/03 0005
 RENEWAL REQUIRED BY EXPIRATION DATE TO AVOID PENALTY FEES

OWNER AND ADDRESS:
 0° SIDE SR CITIZENS ASC
 0° SIDE SR CITIZENS CTR
 455 COUNTRY CLUB LN
 OCEANSIDE CA 92054-3439

ESTABLISHMENT NAME AND ADDRESS:
 0° SIDE SR CITIZENS CTR
 455 COUNTRY CLUB LN
 OCEANSIDE 92054-3439

ANY CHANGES IN THE ABOVE INFORMATION MUST BE REPORTED TO THIS DEPARTMENT
 PERMIT NOT VALID FOR ANY PERSON OR BUSINESS DIFFERENT FROM ABOVE

ACORD CERTIFICATE OF LIABILITY INSURANCE

INSR CC
OCE1533

DATE (MM/DD/YY)
09/13/02

PRODUCER
Insurance Unlimited
CA License No. 0173960
9450 Camino Ruiz
San Diego CA 92126
Phone: 858-860-8700 Fax: 858-860-8787

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

Oceanside Senior Citizens Assn
Attn: Roberta Dahms
P.O. Box 1658
Oceanside CA 92051

INSURER A: **Evanston Insurance Company**
INSURER B: **c/o RIC**
INSURER C:
INSURER D:
INSURER E:

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	CP041200090	06/25/02	06/25/03	EACH OCCURRENCE \$ 1,000,000
	FIRE DAMAGE (Any one fire) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 1,000,000				
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUS: <input type="checkbox"/> TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
CERTIFICATE HOLDER IS NAMED AS ADDITIONAL INSURED.
 *10 DAY NOTICE OF CANCELLATION WILL BE GIVEN FOR THE EVENT OF NON-PAYMENT OF PREMIUM.

CERTIFICATE HOLDER	Y	ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
CITY OF CITY OF OCEANSIDE FAX: 760-435-3365 300 N. COAST HWY OCEANSIDE CA 92054		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. Insurance Unlimited	

ACORD CERTIFICATE OF LIABILITY INSURANCE

CFR CC
OCB1533

DATE (MM/DD/YY)
08/19/02

PRODUCER
Insurance Unlimited
CA License No. 0173960
9450 Camino Ruiz
San Diego CA 92126
Phone: 858-860-8700 Fax: 858-860-8787

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

- INSURER A: Progressive Companies
- INSURER B:
- INSURER C:
- INSURER D:
- INSURER E:

INSURED

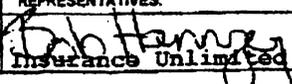
Oceanside Senior Citizens Assn
Attn: Roberta Dahms
P.O. Box 1658
Oceanside CA 92051

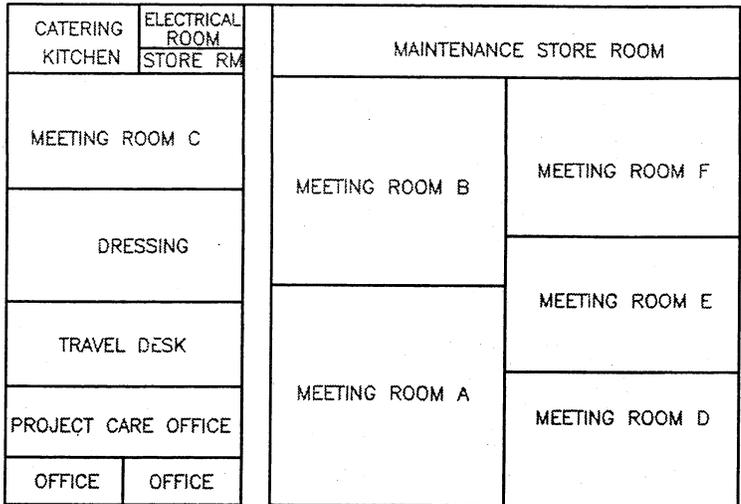
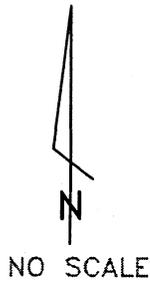
COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

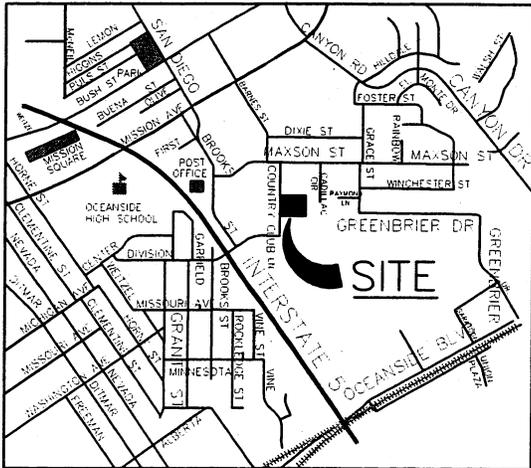
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	1816829	08/16/02	08/16/03	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS
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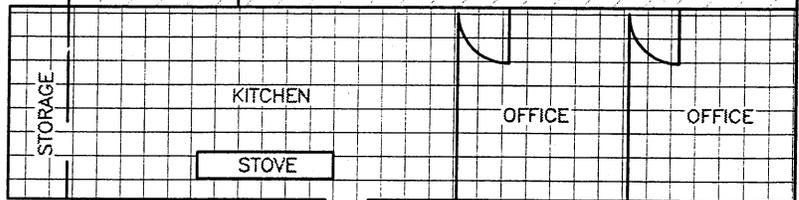
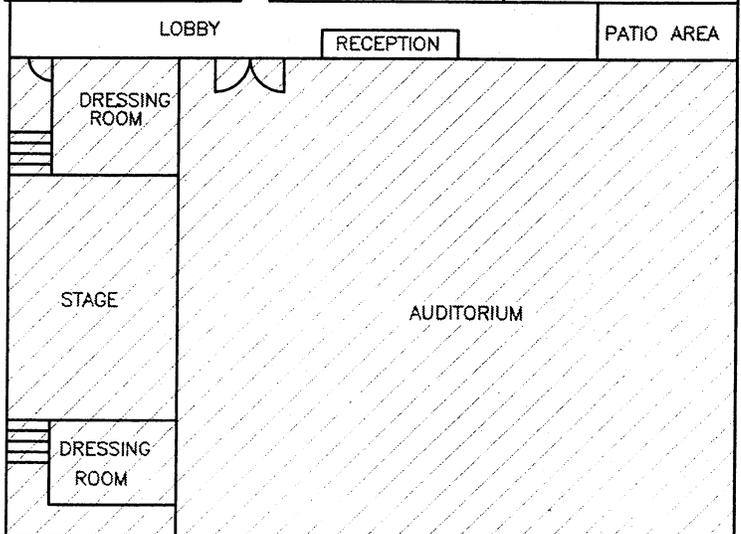
CERTIFICATE HOLDER	<input checked="" type="checkbox"/> Y	ADDITIONAL INSURED; INSURER LETTER: A	CANCELLATION
CITY OF		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.	
CITY OF OCEANSIDE 300 N. COAST HWY OCEANSIDE CA 92054		 Insurance Unlimited	



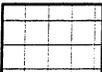
FRONT
ENTRANCE



VICINITY MAP
NO SCALE



LEGEND

-  NON-EXCLUSIVE USE AREA
-  PREFERENTIAL NON-EXCLUSIVE USE AREA

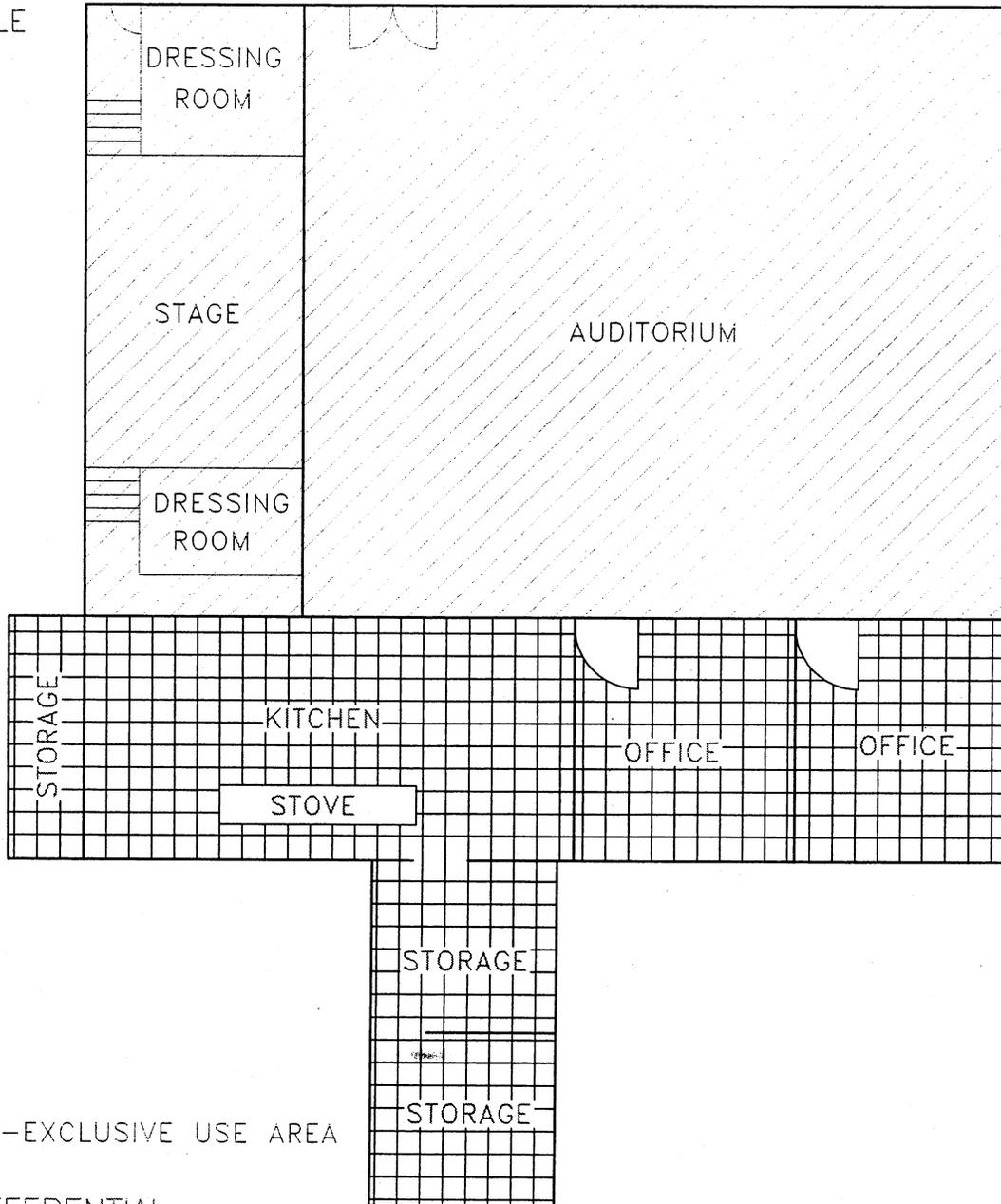
Revision	By	Approved	Date

CITY OF OCEANSIDE
SENIOR CITIZEN CENTER

EXHIBIT—"A"
DRAWING NO.
1 OF 2



NO SCALE



LEGEND

-  NON-EXCLUSIVE USE AREA
-  PREFERENTIAL NON-EXCLUSIVE USE AREA

Revision	By	Approved	Date	CITY OF OCEANSIDE	EXHIBIT—"A"
				SENIOR CITIZEN CENTER	DRAWING NO.
				AUDITORIUM AND KITCHEN AREA	2 OF 2