



DATE: April 17, 2013  
TO: Honorable Mayor and City Councilmembers  
FROM: Property Management Division  
SUBJECT: **PROPERTY USE AGREEMENT WITH NORTH COUNTY LIFELINE FOR USE OF THE BUILDING AT 402 BROOKS STREET**

**SYNOPSIS**

Staff recommends that the City Council approve a Property Use Agreement with North County Lifeline, a California non-profit organization, for use of the real property at 402 Brooks Street, for the purpose of providing an after-school program and providing services and/or activities to the general public, with compensation to the city in the form of maintenance of the entire property, and payment of utilities and security service; and authorize the City Manager to execute the Agreement.

**BACKGROUND**

The City currently owns the building and real property located at 402 Brooks Street, City of Oceanside ("Property"). The Property was the former location of Campfire USA and is currently vacant. Staff was desirous of finding new tenants for the Property which can enhance the Crown Heights neighborhood.

Staff issued a Request for Proposals ("RFP") to identify potential tenants for the Property. The response period for the RFP closed on February 14, 2013. Staff received one proposal and rated the submittal through a selection committee. Based on the best overall use for the Property, Staff elected to negotiate exclusively with North County Lifeline ("Lessee") for use of the Property.

**ANALYSIS**

Lessee currently operates after school programming at 1210 Division Street located in Crown Heights. Lessee no longer has space available at its Crown Heights location for all the programming required to service the community. Lessee has expressed interest in using the Property for additional after-school programming to service the youth of the community.

The term of the Property Use Agreement ("Agreement") with Lessee is for five-years, beginning May 1, 2013 and expiring April 30, 2018. Lessee will be utilizing the Property as a location for after-school programming, providing services and/or activities to the

general public. Lessee will pay for all water, gas and electric utility and maintenance costs, associated with the Property. In the event that funding becomes available to pay for costs associated with the program, such as rent, Lessee has agreed to adjust the compensation due under the Agreement accordingly. Further, by having Lessee agree to pay for the maintenance of the Property and to pay for all the services (e.g. utilities, security service) used in connection therewith, the City will realize a slight savings in its maintenance budget for City-owned properties.

**FISCAL IMPACT**

The City currently pays approximately \$3,000 annually for the maintenance and services associated with the Property. By entering into the Agreement with Lessee the City will realize a corresponding reduction in its expenses to the Property Management Repair and Maintenance Fund. Should Lessee get funding in the future for its programs to cover items such as rent, the City could realize additional revenue.

**INSURANCE REQUIREMENTS**

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

**COMMISSION OR COMMITTEE REPORT**

Does not apply.

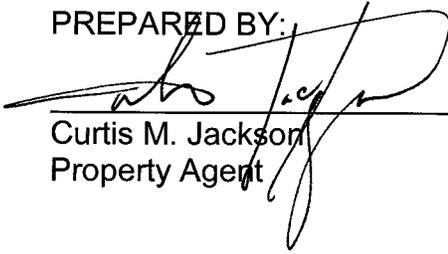
**CITY ATTORNEY'S ANALYSIS**

The referenced documents have been reviewed by the City Attorney and approved as to form.

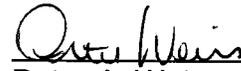
**RECOMMENDATION**

Staff recommends that the City Council approve a Property Use Agreement with North County Lifeline, a California non-profit organization, for use of the real property at 402 Brooks Street, for the purpose of providing an after-school program and providing services and/or activities to the general public, with compensation to the city in the form of maintenance of the entire property, and payment of utilities and security service; and authorize the City Manager to execute the Agreement.

PREPARED BY:

  
Curtis M. Jackson  
Property Agent

SUBMITTED BY:

  
Peter A. Weiss  
City Manager

REVIEWED BY:

Michelle Skaggs Lawrence, Deputy City Manager

Douglas Eddow, Real Estate Manager

Margery Pierce, Neighborhood Services Director

Teri Ferro, Financial Services Director


**USE AGREEMENT**  
**BY AND BETWEEN**  
**THE CITY OF OCEANSIDE**  
**AND**  
**NORTH COUNTY LIFELINE**  
**ON CITY OWNED REAL PROPERTY, LOCATED AT**  
**402 BROOKS STREET,**  
**OCEANSIDE, CA 92054**  
**DATED**  
**APRIL 17, 2013**

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**EXHIBITS**

- Exhibit "A" – Premises
- Exhibit "B" – Uses
- Exhibit "C" – Inventory List

# PROPERTY USE AGREEMENT

THIS PROPERTY USE AGREEMENT, hereinafter called "Agreement", is executed between the CITY OF OCEANSIDE, a California Charter City, hereinafter called "City", and North County Lifeline, (NCL), hereinafter called "Lessee".

## RECITALS

WHEREAS, City is owner of the real property described herein below, more commonly known as "402 Brooks Street"; and

WHEREAS, Lessee is a California non-profit corporation providing certain after-school programs, services and/or activities to the general public, including the citizens of the City; and

WHEREAS, City hereby acknowledges said programs, services and or activities provided by Lessee are valuable social programs and services to the citizens of the City of Oceanside; and

NOW THEREFORE, in consideration of the covenants, conditions, terms and provisions contained herein below, the parties hereto mutually agree as follows:

## AGREEMENT

### SECTION 1: USES

**1.01 Premises.** City hereby authorizes Lessee, in accordance with the covenants, conditions, terms and provisions of this Agreement, the exclusive use of that certain real property situated in the City of Oceanside, County of San Diego, State of California, located at 402 Brooks Street ("Premises"), as more particularly illustrated in **Exhibits "A"**, attached hereto and by this reference made part of this Agreement. In return for this permission, Lessee hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement.

**1.02 Uses.** It is expressly agreed that the Premises shall be used by Lessee solely and exclusively for the purpose of providing an after-school program facility, providing services and/or activities to the general public and for such other related or incidental purposes as may be first approved in writing by City, as more particularly illustrated in **Exhibit "B"**, attached hereto and by this reference made part of this Agreement, and for no other purpose whatsoever.

Lessee 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 Lessee fails to continuously use the Premises for said purposes, or uses the Premises for purposes not expressly authorized herein, the Lessee shall be deemed in default under this Agreement.

### SECTION 2: TERM

**2.01 Commencement.** The term of this Agreement shall be for a period of five (5) years

commencing on **May 1, 2013** (“Commencement Date”) and terminating on April 30, 2018.

**2.02 Extension of Term.** The Lessee may request an extension of the term of this Agreement for the Premises for an additional five (5) year period under the terms and conditions of this Agreement at the City’s calculated fair market property payment rate for similar uses of City property, provided that the Permittee is not in default or breach of any term, condition, or covenant of this Agreement.

The City Manager or City Manager’s designee shall notify the Lessee not later than **thirty (30) days** after receipt of such request whether such request will be recommended to the City Council for approval, at which time the City Manager shall provide Lessee with the City’s calculated fair market rent value and rental amount which the City is willing to accept for Lessee’s use and occupation of the Premises during the extension term. In no event shall the rental rate be less than that required during the preceding annual term. City Manager’s failure to provide the new rental amount within said timeframe shall not defeat City’s ability to make adjustments to the rental rate. Recommendation by the City Manager does not constitute City approval of the extension request. The City Manager in his capacity as the City’s authorized representative, shall, in his sole discretion, have the authority to deny any such request. Any such denial shall be sent to Lessee not later than **thirty (30) days** from receipt of the request for extension.

In no event shall the term of this Agreement be extended in excess of five (5) years beyond the expiration of the term of this Agreement without the mutual written agreement of the parties and the prior approval of the City Council.

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 Lessee 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 Holdover.** Any holding over by Lessee after expiration or termination shall not be considered as a renewal or extension of this Agreement. The occupancy of the Premises by Lessee or by Lessee’s property after the expiration or termination of this Agreement constitutes a month-to-month tenancy, and all other terms and conditions of this Agreement, shall continue in full force and effect.

**2.04 Abandonment by Lessee.** In the event Lessee breaches the Agreement and abandons the Premises, this Agreement shall continue in effect for so long as City does not terminate this Agreement, and City may enforce all its rights and remedies hereunder, including but not limited to the right to recover the rent as it becomes due, plus damages.

**2.05 Surrender of Property.** At the expiration or earlier termination of this Agreement, Lessee shall surrender the Premises to City free and clear of all liens and encumbrances created by Lessee, except those liens and encumbrances which existed on the date of the execution of this Agreement by City. The Premises, when surrendered by Lessee, shall be in a safe and sanitary condition and shall be in as good or better condition as the condition at commencement of this Agreement, absent normal wear and tear.

**2.06 Time is of Essence.** Time is of the essence of all of the terms, covenants, conditions and provisions of this Agreement.

**2.07 Business License.** Lessee 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 Lessee operations under this Agreement.

### **SECTION 3: CONSIDERATION**

**3.01 Premises Rent.** City hereby agrees that the programs, services and activities provided by Lessee at the Premises are valuable consideration received from Lessee, that the provision of such programs, services and activities shall constitute all the property use payment to be paid by Lessee for its use of the Premises in accordance with the terms, covenants, conditions and provisions of this Agreement, and that Lessee shall not be required to pay any monetary payments to City for its use and occupation of the Premises.

**3.02 Available Funding.** Notwithstanding Section 3.01 above, City and Lessee acknowledge that Lessee may have the opportunity throughout the Agreement to seek grants to provide operating funds for the Premises. Lessee agrees to make reasonable efforts to apply for available grants which would specifically allow or not restrict Lessee from utilizing a portion of the grant funds for operations ("Grants") at the Premises rather than solely on Lessee's programs. Should said funds become available at any time during the Agreement term, City and Lessee shall reasonably determine whether there are sufficient funds in the Grants for the imposition of a fair and reasonable monthly rental amount under this Agreement during the period of time that the funds are provided under the Grant. If applicable, said monthly rental amount will be paid to City in accordance with the terms set forth in Section 3.04 below.

**3.03 Utilities** As additional consideration, Lessee agrees to order, obtain, and pay for all utilities, including, but not limited to electricity, gas, water, sewer, cable and telephone services associated with the Premises in addition to any service and installation charges in connection with Lessee's use, occupation and operation of the Premises ("Utilities").

**3.04 Time and Placement of Payment.** The Lessee shall make all payments monthly in advance on or before the first day of each new month. Checks should be made payable to the City of Oceanside and delivered to the City at the address set forth in Subsection 6.07 of this Agreement. The place and time of payment may be changed at any time by the City upon thirty (30) days written notice to Lessee. Lessee assumes all risk of loss and responsibility for late payment charges.

**3.05 Security Deposit.** Permittee shall not be initially required to pay a security deposit under this Agreement to the City. In the event the City determines, in its discretion, that a reasonable security deposit is required in order to protect City's interest in this Agreement, Permittee shall pay the amount determined by City, immediately upon demand.

### **SECTION 4: RECORDS**

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

**SECTION 5: INSURANCE RISKS/SECURITY**

**5.01 Indemnity.** Lessee shall indemnify and hold harmless the City and its officers, agents and employees against all claims for damages to persons or property arising out of the conduct of the Lessee 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 misconduct of the City, its officers, agents, or employees. Lessee's indemnification shall include any 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, Lessee 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.** Lessee shall take out and maintain at all times during the term of this Agreement the following insurance at its sole expense:

a. LESSEE shall maintain the following minimum limits:

<b><u>General Liability</u></b>	
<b>Combined Single Limit Per Occurrence</b>	\$1,000,000
<b>General Aggregate</b>	\$2,000,000

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

c. All insurance companies affording coverage to the Lessee 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 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. Lessee shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance, in a form satisfactory to the City's City Attorney, concurrently with the submittal of this Agreement.

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

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

h. If Lessee 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. Lessee 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 Lessee on the first (1st) day of the month following the notice of payment by City.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by Lessee to take out or maintain insurance as required in this Agreement, or failure to provide the proof of insurance, shall be deemed a default under this Agreement.

i. City, at its discretion, may require the revision of amounts and coverage at any time during the term of this Agreement by giving Lessee **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. Lessee 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.** Lessee shall, within seventy (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 Acceptance of Premises.** Lessee accepts the Premises in an "AS IS", "WHERE IS" condition, subject to all faults and conditions without warranty as to quality, character, performance or condition and with full knowledge of the physical condition of the Premises.

**6.02 Maintenance by Lessee.** With respect to Lessee's use and/or operations at or on the Premises, Lessee shall make any and all repairs and replacements necessary to maintain and preserve the Premises except as to those items set forth in Subsection 6.03 Maintenance by City. Lessee shall further 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 Lessee, to have any necessary maintenance work

done at the expense of Lessee, and Lessee 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. Lessee 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, require Lessee 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. Lessee 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.

**6.03 Maintenance by City.** City will keep the roof, foundation and the structural columns in good repair. City shall not, however, be liable to Lessee unless Lessee has given City prior written notice of the necessity for such repairs and any damage arising therefrom shall not have been caused, in whole or in part by the negligent or willful act or omission of Lessee, its employees, agents or invitees, or by the failure of Lessee to perform any of its obligations under this Agreement, or caused by any risk which Lessee is required to insure pursuant to Section 5.

**6.04 Fixtures and Equipment.** The City shall furnish and equip the Premises with those items set forth on the inventory List, which is attached hereto as and is incorporated herein by this reference ("Inventory"), as more particularly illustrated in **Exhibit "C"**. All Inventory provided by City shall remain the property of the City subject to Lessee's rights to use said items. No inventory provided by City shall be removed or replaced by Lessee without the prior written consent of the City. Once the inventory is furnished by the City, the maintenance, repair and replacement thereof, during the term of this Agreement shall be the sole responsibility of Lessee. Said Inventory shall be returned to City at the expiration and/or termination of the Agreement, subject to reasonable wear and tear.

**6.05 Sign.** Lessee shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising, other than within the available marquee or display cases, without the prior written consent of City. If any such unauthorized item is found on the Premises, Lessee 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 Lessee's cost.

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

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

**6.07 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 LESSEE:**

North County Lifeline  
3142 Vista Way, Suite 400  
Oceanside, CA 92056  
Attention: Donald Stump, Executive Director  
(760) 842-6250

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 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.

**6.08 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 Lessee in accordance with this Agreement, which does not result in a change to this Agreement, the City Manager delegates authority to the Real Estate Manager of the Property Management Division.

**6.09 Entire Agreement.** This Agreement comprises the entire integrated understanding between City and Lessee 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.

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.

**6.10 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.

**6.11 Assignment and Subletting-No Encumbrance.** This Agreement and any portion thereof shall not be assigned, transferred, or sublet, nor shall any of the Lessee '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. The consent by City to one assignment, transfer, sublease, or delegation shall not be deemed to be consent to any subsequent assignment, transfer, sublease, or delegation.

**6.12 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.

City may also terminate this Agreement upon written notice to Lessee in the event that:

- Lessee has previously been notified by City of Lessee's default under this Agreement and Lessee , after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or
- Lessee shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or
- Lessee shall be adjudicated a bankruptcy, or
- Lessee shall make a general assignment for the benefit of creditors.

Upon termination, City may immediately enter and take possession of the Premises. Further, City shall also have any other available legal and/or equitable remedies permitted by law.

**6.13 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 City of Oceanside now in force, or hereinafter prescribed or promulgated by resolution or ordinance or by State or Federal law.

## **SECTION 7: SPECIAL PROVISIONS**

**7.01 Standards of Operation.** Lessee agrees that it shall operate and manage the services and facilities offered upon or from the Premises in a first class manner and comparable to other

similar facilities within the San Diego County and Southern California areas which provide like products and services.

**7.02 Lessee's Employees.** Lessee shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by Lessee on the Premises. Lessee shall ensure that its employees shall at all times conduct themselves in a creditable manner, and they shall conform to all rules, regulations and requirements, as well as all rules and regulations as hereafter may be promulgated, or put into operation by the City, provided that such rules, regulations and requirements are not in conflict with the terms of this Agreement. Lessee shall maintain a staff in adequate size and number, to City's reasonable satisfaction, to effectively operate, maintain and administer all services offered and facilities located on the Premises.

**7.03 Hazardous Substances.** No goods, merchandise or material shall be kept, stored or sold in or on the Premises which are in any way explosive or hazardous, except that ordinary business materials that may be classified as hazardous may be kept in or on the Premises if such materials are stored and disposed of in accordance with all applicable laws; and no offensive or dangerous trade, business or occupation shall be carried on therein or thereon, and nothing shall be done on said Premises, which will cause an increase in the rate of or cause a suspension or cancellation of the insurance upon the demised Premises or other premises and the improvements thereon; provided, however, that if anything done by Lessee causes an increase in the rate of insurance on the Premises, Lessee may, at its option, pay such increase and Lessee shall not thereafter be considered in default under this Agreement.

No machinery or apparatus shall be used or operated on or about the Premises which will in any way injure the Premises or improvements thereon, or adjacent or other Premises, or improvements thereon, or to persons; provided, however, that nothing contained in this section shall preclude Lessee from bringing, keeping or using on or about the Premises such materials, supplies, equipment and machinery as are appropriate or customary in carrying on its said business, or from carrying on its business in all usual respects.

Open flame welding or burning, gasoline, or other fuel storage is expressly prohibited without prior written consent of the City.

**7.04 Merchandise and Equipment.** City retains the right to require the Lessee to discontinue the sale or use of those items that are of a quality unacceptable to the City.

**7.05 Continued Occupancy.** Lessee covenants and agrees to, and it is the intent of this Agreement that the Lessee shall, continuously and uninterruptedly during the term of the Agreement, occupy and use the Premises for the purposes hereinabove specified, except while Premises are untenable by reason of fire, flood, or other unavoidable casualty, and, in that event, City shall be promptly notified by Lessee.

**7.06 Community Use of the Premises.** Lessee acknowledges that the paramount use of Premises is for public services and civic activities. The City reserves the right to schedule and use the Premises for community meetings and other City sponsored activities. City agrees to coordinate such use of the Premises with Lessee so as not to conflict with Lessee's programs and activities. If professional technical services are required it is understood the City shall reimburse Lessee for such expenses.

**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 Lessee 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 Use Agreement to be executed by setting hereunto their signatures on the day and year respectively written herein below.

**CITY**

THE CITY OF OCEANSIDE

APPROVED AS TO FORM

By \_\_\_\_\_  
City Manager

By *Matthew Hamilton, ASST.*  
City Attorney

Date \_\_\_\_\_

**LESSEE**

North County Lifeline  
a California non-profit corporation

By *[Signature]*

By \_\_\_\_\_

Name *Donald Stump*

Name \_\_\_\_\_

Title *Executive Director*

Title \_\_\_\_\_

Date *4/9/13*

**NOTARY ACKNOWLEDGMENTS OF LESSEE'S SIGNATURE(S) MUST BE ATTACHED**

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of San Diego

On April 9, 2013  
Date

before me, Troy G. Stephens, Notary Public  
Here Insert Name and Title of the Officer

personally appeared Donald Stump

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]  
Signature of Notary Public

**OPTIONAL**

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: Use Agreement by and between The City of Oceanside and North County Lifeline on City Owned Property located at 402 Browns St, Oceanside, CA

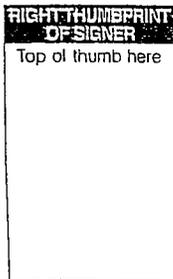
Document Date: April 9, 2013 Number of Pages: 18

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

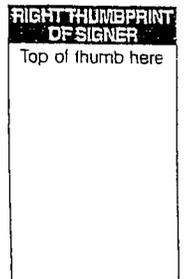
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_



## EXHIBIT "B"

### INTENDED USE OF VARIOUS FACILITY AREAS

#### Multi-Purpose Room

Cooperative Parent-Toddler Class	(M-W-F; 9:00- 12:00)
Family Childcare Training Program	(T-Th; Hours TBD)
Brown Bag Trainings (for Lifeline staff) and community classes	(M - F; 12:00-2:00)
Club Crown Heights After School Program	(M - F; 2:00-6:00)

#### Classroom

Financial Opportunity Center (FOC) staff space	(M - F; 9:00-6:00)
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#### Classroom Admin Office

FOC confidential client meeting space with table chairs, TV/VCR, and one computer workstation  
(Available as needed M-F; 9:00-6:00)

#### Kitchen

Weekly Family Nutrition Education class – "Making Your Favorite Foods Healthy"  
(M-W-F; at lunch time or in the evenings)  
Weekly Healthy Eating classes during Club Crown Heights

#### Outdoor Playground

For use during Club Crown Heights and Parent-Toddler classes.

### TYPE(S) OF SERVICES OR PROGRAMS OFFERED

**Jr. Lifesavers** – Financial literacy and employment readiness groups for youth ages 12-18 that teaches the four core standards of budgeting, checking and savings, credit and debit, and EITC, as well as early employment readiness and resume building skills.

**Community Assessment Team (CAT)** – Provides assessments and case management to youth and families, including linkage to prevention/intervention services and mentoring for teenage girls referred by Probation. Offers low enforcement-referred, first-time youth offenders an alternative to the traditional school and justice system process.

**CAT Plus** – Provides group education and guidance to help teens make good decisions about pregnancy prevention and sexual behavior.

#### Financial Opportunity Center (FOC)

The FOC works with families to raise their financial bottom line by helping them to change their behavior in a way that encourages them to make a long-term commitment to increasing income, decreasing expenses, and acquiring assets. Services are long-term and are three-pronged: (1)

Employment placement and career improvement; (2) Financial education and coaching; and (3) Public benefits access (also known as income supports), which are bundled together to reinforce one another and provide a multi-faceted approach to income and wealth building. To enhance FOC services, Lifeline also provides:

***Employment Services*** - Assist Crown Heights clients in employment skill building, job readiness, career exploration, and employment placement.

***Financial Literacy Workshops*** – Group financial education services focused on teaching practical skills for establishing, protecting, and repairing credit and managing money wisely.

***Basic Needs Assistance Program*** – Provides food items in emergency situations as well as providing priority appointments to assist individuals and families with referrals to shelters, rental assistance, and other appropriate programs.

### **Volunteer Income Tax Assistance (VITA)**

Offers free tax preparation assistance year-round for low-income clients who meet income guidelines.

**EQUIPMENT INVENTORY LIST - 402 Brooks St., Oceanside, CA**

Item #	Description	Quantity	Unit	Product Type	Unit Cost	Total Cost	Acquisition Date	Current Value
J712	Woodcrest Chair 12#	30		Comm Products	90	2,700.00	8/4/2009	2,700.00
J432	Teacher Chair	4		Comm Products	150	600.00		600.00
A801	Classroom Work Table	3		Comm Products	225	675.00	8/4/2009	675.00
A821	Classroom Work Table Round 48	2		Comm Products	245	490.00	8/4/2009	490.00
A815	Classroom Nursery Table	1		Comm Products	165	165.00	8/4/2009	165.00
F631	Writing Adj. Shelf 3x24	1		Comm Products	300	300.00	8/4/2009	300.00
J642	Child Armchair CA, Tan	2		Comm Products	330	660.00	8/4/2009	660.00
J652	Child Sofa CA, Tan	1		Comm Products	415	415.00	8/4/2009	415.00
H30A	Utility Cart/ no totes	2		Comm Products	227	454.00	8/4/2009	454.00
H10	Workbench 24" high	1		Comm Products	365	365.00	8/4/2009	365.00
F622	Adj. Shelf 2x32	1		Comm Products	295	295.00	8/4/2009	295.00
F645	Fixed Shelf 4 x 32	1		Comm Products	440	440.00	8/4/2009	440.00
F673	Corner Shelf 24"	1		Comm Products	170	170.00	8/4/2009	170.00

**EXHIBIT C**

F621	Adj. Shelf 2 x 24	1	Comm Products	240	\$	240.00	8/4/2009	\$	240.00
F625	Translucent Back Sweep Shelf 24"	2	Comm Products	250	\$	500.00	8/4/2009	\$	500.00
	Program Supplies/Consumables	1	Comm Products	7109	\$	7,109.00	8/4/2009	\$	7,109.00
F648	Translucent Black Shelf 4 x 24	2	Comm Products	350	\$	700.00	8/4/2009	\$	700.00
	Playground Equipment	1	Kaboom	10,000	\$	10,000.00	4/17/2002	\$	10,000.00
	TOTAL				\$			\$	26,278.00



Your connection to resources in the community!

December 17, 2012

North County Lifeline, Inc. (also known as "Lifeline Community Services") Board of Directors authorizes Donald Stump, Executive Director, to submit proposals on behalf of North County Lifeline, Inc. for services provided under the mission statement of "building self-reliance among youth, individuals and families through problem solving, skill building and accessible community-based services."

The Board of Directors further authorizes Donald Stump, Executive Director, to be the designated representative of North County Lifeline, Inc. and as such, has authorization to negotiate and contractually bind the agency.

This authorization to request funds and serve as the authorized official is granted on behalf of Lifeline's offices, located at 3142 Vista Way, Suite 400, Oceanside, CA 92056, and 200 Michigan Avenue, Vista, CA 92084, and 707 Oceanside Blvd., Oceanside, CA 92054.

North County Lifeline, Inc. Board of Directors adopted this resolution on December 17, 2012 at a regularly scheduled meeting. There were 10 ayes and 0 noes, with the resolution carrying. This resolution will be in effect until January 31, 2014.

  
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JIM HAGAR  
President, Board of Directors  
North County Lifeline, Inc.