

CITY OF SAN DIEGO
SPECIAL USE PERMIT

(Senior Lunch Services at Bay Terraces Community & Senior Center)

THIS CITY OF SAN DIEGO SPECIAL USE PERMIT (Permit) is entered into by and between **THE CITY OF SAN DIEGO**, a California municipal corporation (CITY), and **SERVING SENIORS**, a California non-profit corporation (PERMITTEE), to be effective as of the Effective Date.

WHEREAS, CITY owns that certain real property commonly known as Bay Terraces Community and Senior Center, within Bay Terraces Community Park, located at 7445 Tooma St. San Diego, CA 92139 (Premises), as further described and generally depicted on **Exhibit A: Premises**, attached hereto; and

WHEREAS, PERMITTEE desires to use the Premises for a nutrition program that provides a congregate dining site to serve healthy meals to seniors facing hunger and food insecurities (Permit Use), as further described on **Exhibit B: Scope of Permit Use**, attached hereto; and

WHEREAS, CITY desires to provide facilities to its citizens, guests, non-commercial local societies, clubs and organizations engaged in civic, social, educational, cultural, recreational or philanthropic activities; and

WHEREAS, PERMITTEE is such an organization and, in the promotion and sponsorship of such activities, generates revenues from voluntary contributions, special events, membership dues and fund-raising projects.

NOW, THEREFORE, based on the foregoing recitals, which are incorporated into this Permit by this reference, CITY grants PERMITTEE the non-exclusive use of Premises as follows:

1. **Definitions.** As used in this Permit, the following terms are defined as follows:

1.1 **"CITY Contact"** means CITY's Parks and Recreation Department District Manager or designee. For purposes of this Permit, CITY Contact is currently Kristi Fenick, who can be contacted at KFenick@sandiego.gov or (619) 533-6333.

1.2 **"Director"** means CITY's Parks and Recreation Director or designee.

1.3 **"PERMITTEE"** means Serving Seniors, a California non-profit corporation, which includes PERMITTEE's agents, employees, and volunteers. PERMITTEE will be responsible for all of PERMITTEE's agents, employees and volunteers and ensure that they adhere to all conditions as stated on this Permit.

1.4 **"Effective Date,"** as referenced on the signature page and in the opening paragraph above, means this Permit will start to be in effect once it is signed by all parties and approved as to form by the San Diego City Attorney's Office.

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2. Use of Premises. The use of the Premises by PERMITTEE will be limited to the Permit Use and will not be utilized for any other purpose whatsoever without obtaining the prior written approval of the Director. This Permit does not guarantee that the Premises will be available at the date and time requested by PERMITTEE. CITY reserves the right to enter the Premises at all times and to inspect and maintain the Premises as CITY deems necessary.
3. Term. The term will be for a period of three years beginning on the Effective Date ("Term"). City may, in its sole discretion, extend the Term for two additional one-year periods, but at no time will an extension exceed a period of five years from the Effective Date.
4. CITY's Consent, Discretion. CITY's consent or approval under this Permit means the written consent or approval of the Mayor of the City of San Diego, or designee (Mayor), unless otherwise required by law or expressly provided herein, and will be made in the Mayor's discretion, subject to all applicable laws, rules, regulations and directives of competent governmental authorities.
5. Unauthorized Activities. PERMITTEE must not engage in any activity on CITY-owned property other than pre-approved aspects of the Permit Use. Any activity performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, must cease and CITY-owned property must be returned to its condition on the Effective Date at PERMITTEE's sole cost and expense subject to the satisfaction of CITY Contact.
6. Fee. The processing fee for this Permit is waived because the Permit Use provides a public benefit by serving free healthy meals to seniors facing hunger and food insecurities.
7. Nonprofit Status. PERMITTEE must provide the Director with documentary evidence, to CITY's satisfaction, of PERMITTEE's current Federal tax-exempt status prior to the Effective Date and by July 1st of each year during the Term. PERMITTEE will inform CITY immediately if PERMITTEE's Federal tax-exempt status changes or is cancelled.
8. Director's Approval. In all instances where the Director's prior written approval is required in this Permit, PERMITTEE will submit a written request to the Director prior to engaging in the activity. The Director may, in the Director's sole discretion, approve or deny PERMITTEE's request. If the request is approved by the Director, PERMITTEE will keep a copy of the approval during the Term and have the copy of the approval available for inspection at the Premises during the Permit Use.
9. Annual Meeting. During the Term, PERMITTEE must hold an annual meeting with the Director to review budget, inventory, facility maintenance, services offered, and to discuss the receipt and resolution of any complaints received.
10. Governmental Approvals. By entering this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or any governmental agent, board, commission, or agency regarding any other discretionary action relating to PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.

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11. Revocable Permit. This Permit is not a lease. It is a license to use CITY-owned property, and may be revoked at will by CITY, in its sole discretion: (a) immediately upon written notice delivered to PERMITTEE if PERMITTEE breaches or defaults any of PERMITTEE's obligations under this Permit, or in case of an emergency; or (b) upon reasonable prior written notice, but not less than 30 days, delivered to PERMITTEE if for CITY's convenience. CITY will not be obligated for any loss or burden, financial or otherwise, which may be incurred by PERMITTEE because of a revocation or termination of this Permit. PERMITTEE expressly waives any claim for expense or loss which PERMITTEE might incur because of CITY's revocation or termination of this Permit.
12. No Holdover. If PERMITTEE continues to use the Premises after the expiration or revocation of this Permit, such use will neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Premises. If PERMITTEE continues to use the Premises after the expiration or revocation of this Permit, PERMITTEE will pay to CITY use fees established by CITY. CITY's acceptance of such use fees will neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Premises.
13. Restore and Vacate. Prior to the expiration or revocation of this Permit, PERMITTEE will restore the Premises to its condition on the Effective Date, excepting therefrom all normal wear and tear and all authorized improvements, and upon such expiration or revocation immediately vacate the Premises.
14. Keys. PERMITTEE will not alter any locks or bolts or install any new or additional lock or bolt on any door, window, gate, building or structure on the Premises without prior written approval from the Director and, in any event, PERMITTEE will provide CITY with a key for any altered, new, or additional lock or bolt on the Premises. Upon the expiration or termination of this Permit, PERMITTEE will relinquish to CITY all keys to any locks or bolts on the Premises.
15. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights-of-way pertaining to the Premises, whether of record. PERMITTEE will obtain all licenses, permits, and agreements from such third parties as may be or become necessary or reasonably advisable to allow its use of the Premises, relative to any such superior interest. If PERMITTEE's use of the Premises is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE will take such actions and pay all costs and expenses necessary to remove such inconsistency or incompatibility to the satisfaction of the holder of the superior interest.
16. Maintenance, Installation, Improvements and Repairs of the Premises. CITY will at no time during the Term be required to perform or assume the cost of any maintenance, installations, improvements, or repairs to the Premises.
 - 16.1 Maintenance. PERMITTEE must, at PERMITTEE's sole cost and expense and to CITY's satisfaction, maintain the Premises in good order and repair and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal wear and tear. PERMITTEE must keep the Premises free and clear of rubbish, debris, and litter at all times during the Term.

16.2 Improvements and Installations. PERMITTEE must not make or cause any improvements, installations, repairs, changes, or alterations to the Premises or to any improvements or installations thereon, other than those identified in this Permit, without prior written approval of CITY. Any improvements, installations, repairs, changes, and alteration made to the Premises by PERMITTEE will become the sole property of CITY.

16.3 Repairs. PERMITTEE is responsible, at PERMITTEE's sole cost and expense, for the repair or replacement of any damage caused by PERMITTEE or PERMITTEE's use, maintenance, installations, or improvements of the Premises, including items that CITY staff determined to be damaged. PERMITTEE must comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.

16.4 Inspection Schedule and Records. PERMITTEE must inspect the Premises daily for hazards and debris and correct or remove any hazard or debris immediately. PERMITTEE must keep records of the inspection for one year.

17. Security and Safety of Premises. PERMITTEE must bear sole responsibility for the security and safety of the Premises affected by or relating to the Permit Use during the Term. PERMITTEE will be responsible for the maintenance, cleanup, and securing of the Premises daily, as appropriate to ensure security and safety. PERMITTEE must comply with all applicable laws, rules, regulations, and directives of competent governmental authorities, at PERMITTEE's sole cost and expense. CITY has no obligation to provide oversight of the Permit Use or staffing or resources for the Permit Use on the Premises during the Term.
18. Structures. Under no circumstances will PERMITTEE place, store, or allow temporary or permanent structures of any kind on the Premises, including but not limited to cargo containers, trailers, and storage sheds, without the prior written approval of CITY and obtaining all permits required by competent governmental entities. Any structure violating this provision will be subject to immediate and summary removal, at PERMITTEE's sole cost and expense.
19. Permits and Approvals. PERMITTEE, at PERMITTEE's sole cost and expense, must obtain all required permits and approvals related to the Permit Use from the applicable local, state, and federal authorities, including without limitation from CITY.
20. Vehicular Traffic. All vehicular traffic must be confined to concrete, asphalt or decomposed aggregate surfaces unless otherwise approved in writing by CITY Contact.
21. Water Quality – Best Management Practices. CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of CITY's precious water resources. It is PERMITTEE's responsibility, at its sole cost and expense, to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (Chapter 4, Article 3, Division 3 of the San Diego Municipal Code, as amended from time to time).

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- 21.1 Therefore, PERMITTEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).
- 21.2 It is ultimately PERMITTEE's responsibility to prevent pollutant discharge to the storm drain system. Therefore, PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.
22. Non-Exclusive Use. PERMITTEE must not wholly or permanently exclude the general public from the Premises or any activity or event thereon, other than those exclusions identified in this Permit, without prior written approval from the Director. PERMITTEE, with prior written approval of the Director, may develop reasonable and non-discriminatory restrictions for the use of facilities and participation in certain activities, provided that the restrictions are consistent with the rights of the general public and are designed to enable PERMITTEE to use the Premises for the purposes herein granted.
23. Utilities. CITY will provide the following utilities and services at the Premises: gas, electric, water, sewage, and trash services. Any other utilities or services not mentioned necessary for the Permit Use will be the sole responsibility of PERMITTEE.
24. Campaigning. The Premises must not be utilized for the purpose of working or campaigning for the nomination or election to any public office, whether partisan or non-partisan, or for the adoption or defeat of any public ballot measure.
25. Membership. Membership in PERMITTEE's organization must be open to anyone meeting the requirements of PERMITTEE's rules and bylaws, subject to the requirements of this Permit and applicable laws. Permit Use cannot be made a requirement for membership in the PERMITTEE's organization or for use of the Premises by the general public.
26. Budget, Records, and Inspection. PERMITTEE must keep accurate and complete books of account indicating all financial transactions made in connection with the Premises. On February 28th of each year of the Term, PERMITTEE must prepare and submit to the Director a proposed budget for the following fiscal year detailing estimated revenues and expenditures to include details regarding salaried positions (if any), salaries and wages, miscellaneous personnel expenses (if any), non-personnel expense, and capital outlay. A financial report showing all revenue by source and all expenditures in connection with the Premises must be submitted to the Director on an annual basis by May 1st of each year. In the event of termination of this Permit, the financial report must be submitted within 30 days of the date of said termination. All budgets and financial reporting must be in a format acceptable to CITY. PERMITTEE's accounting records will be subject to inspection by an authorized representative of CITY at all reasonable times. PERMITTEE must maintain all such records and accounts for a minimum period of five years.
27. Use of Funds. All funds collected by PERMITTEE from the use of the Premises must be used for the sole purpose of maintaining the facilities and promoting the Permit Use on the Premises.

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28. Nondiscrimination. PERMITTEE will not discriminate in any manner against any person or groups of persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, familial status, source of income, marital status or disability in PERMITTEE'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.
29. Drug-Free Environment. The Premises will be utilized and operated as a drug-free environment. PERMITTEE must make this fact known, both in writing and in oral communication, to participants periodically throughout the Term. PERMITTEE must document such written and oral communication and provide copies of such documentation to CITY on an annual basis.
30. Insurance. Prior to the Effective Date, PERMITTEE must (a) provide to CITY insurance certificates reflecting evidence of all insurance required below; however, CITY reserves the right to request, and PERMITTEE must submit, copies of any policy upon reasonable request by CITY; (b) obtain CITY approval of each insurance company or companies; and (c) confirm with CITY that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Permit, must not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by CITY. PERMITTEE must not modify any policy or endorsement thereto which increases CITY's exposure to loss for the Term.
 - 30.1 Types of Insurance. At all times during the Term, PERMITTEE must maintain insurance coverage as follows:
 - a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which must cover liability arising from all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There must be no endorsement or modification of the CGL limiting the scope of coverage for either insured vs. insured claims or contractual liability. All defense costs must be outside the limits of the policy.
 - b. Commercial Automobile Liability. For all PERMITTEE's automobiles including owned, hired, and non-owned automobiles, PERMITTEE must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto).
 - c. Workers' Compensation. For all PERMITTEE's employees who are subject to this Permit and to the extent required by the applicable state or federal law, PERMITTEE must keep in full force and effect, a Workers' Compensation policy. That policy must provide a minimum of \$1 million of employers' liability coverage, and PERMITTEE must provide an endorsement that the insurer waives

the right of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives.

- d. Causes of Loss – Special Form Property. PERMITTEE must obtain and maintain, at its sole cost, Causes of Loss – Special Form Property Insurance on all of PERMITTEE's insurable property related to the Permit Use of the Premises under this Permit or the Premises in an amount to cover 100% of the replacement cost.

30.2 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Permit.

a. Commercial General Liability Insurance Endorsements.

- i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf, (b) PERMITTEE's products, (c) PERMITTEE's work, including but not limited to PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf, or (d) premises owned, leased, controlled or used by PERMITTEE.
- ii. Primary and Non-Contributory Coverage. The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents and representatives must be in excess of PERMITTEE's insurance and must not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

b. Automobile Liability Insurance Endorsements.

- i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of automobile owned, leased, hired, or borrowed by or on behalf of the PERMITTEE.
- ii. Severability of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance must apply separately to each insured against whom

claim is made or suit is brought, except with respect to the limits of the insurer's liability and must provide cross-liability coverage.

c. Workers' Compensation Insurance Endorsements.

- i. Waiver of Subrogation. The Workers' Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

30.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this Permit must only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all the requirements for policies of insurance provided by admitted carriers described herein.

30.4 Deductibles. All deductibles on any policy must be the responsibility of PERMITTEE and must be disclosed to CITY at the time the evidence of insurance is provided.

30.5 Modification. To ensure protection from and against the kind and extent of risk existing with the Permit Use, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE 30 days prior written notice. PERMITTEE must also obtain any additional insurance required by CITY for new improvements, changed circumstances, or CITY's reasonable re-evaluation of risk levels related to Permit Use.

30.6 Accident Reports. PERMITTEE must immediately report to CITY any accident causing property damage or injury to persons on the Premises or otherwise related to the Permit Use. Such report must contain the names and addresses of the involved parties, a statement of the circumstances, the date and hour of the accident, the names and addresses of any witnesses, and other pertinent information.

31. Indemnification. PERMITTEE will protect, defend, indemnify, and hold CITY and its elected officials, officers, representatives, agents, and employees harmless from and against any and all claims asserted or liability established for damages or injuries to any person or property, including injury to PERMITTEE's officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this Permit, entering into this Permit, the Permit Use, or PERMITTEE's occupancy, use, development, maintenance, improvement, or restoration of the Premises, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold CITY harmless will not include any established liability arising from the sole negligence or willful misconduct of CITY, its elected officials, officers, representatives,

agents and employees. CITY may, at its own discretion, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If CITY elects to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, PERMITTEE will pay CITY for all costs related thereto, including, without limitation, reasonable attorneys' fees, and costs.

32. Sublicensees' Insurance and Indemnification of CITY. Unless PERMITTEE's insurance covers activities performed by all of PERMITTEE's sublicensees partaking in the Permit Use or utilizing the Premises, PERMITTEE must require PERMITTEE's sublicensees to indemnify CITY and to maintain insurance coverage pursuant to section 29 and 30 of this Permit, including section 29's subsections, and all of the endorsements set forth in section 29's subsections, including naming the City of San Diego and its respective elected officials, officers, employees, agents, and representatives as an Additional Insured in each insurance policy.
33. Liability for Loss, Injury or Damage. In addition to any other assumption of liability set forth herein and excluding any loss or damage to the extent resulting from CITY's negligence or willful misconduct, PERMITTEE agrees that it assumes the sole risk and responsibility for any damage, destruction or theft of PERMITTEE's equipment, material or personal property placed on the Premises and for any injury to persons which occurs on the Premises as a result of the Permit Use.
34. Accessibility Compliance. PERMITTEE must, as applicable to the Premises and PERMITTEE's possession, use and occupancy of the Premises, comply with all accessibility requirements under California Government Code sections 11135 through 11139.5; Title 24 of the California Code of Regulations; section 504 of the Federal Rehabilitation Act of 1973; the Americans with Disabilities Act (ADA); and all other applicable state and federal laws, rules, and regulations of competent governmental authority protecting the rights of individuals with disabilities. When a conflict exists between any federal or state accessibility requirements, PERMITTEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). PERMITTEE's compliance will include without limitation the following:
 - 34.1 PERMITTEE will not discriminate against qualified individuals 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.
 - 34.2 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 PERMITTEE.
 - 34.3 PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
 - 34.4 Where required by law, all improvements, fixtures, structures, or installations on the Premises will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Premises which deny

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access to individuals with disabilities. All improvements and alterations will be at PERMITTEE's sole expense.

34.5 PERMITTEE must include language in each sublicense agreement, if any, indicating the sublicensee's agreement to abide by the provisions of this section 29. PERMITTEE and each of its sublicensees will be individually responsible for their own ADA employment programs. PERMITTEE's failure to comply with the accessibility requirements of section 29, and its subsections, or submitting false information in response to these accessibility requirements, or both, will be a default of this Permit.

35. Accessibility Assessment. In accordance with California Civil Code section 1938, CITY hereby states that the Premises has not been inspected by a Certified Access Specialist (CASP).

35.1 Further, pursuant to California Civil Code section 1938(e), CITY is required to state: "A Certified Access Specialist (CASP) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties must mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

36. PERMITTEE'S Risk. PERMITTEE will bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's occupancy, use, development, maintenance, repair, or restoration of the Premises and any damages to the improvements on, under, or in the vicinity of the Premises resulting directly or indirectly thereby.
37. Nuisance and Noise Disturbances. PERMITTEE must not use the Premises in any manner which, in the opinion of CITY creates a nuisance or disturbs the quiet enjoyment of persons in and to the surrounding area or that violates CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
38. No Assignment and Sublicense. PERMITTEE must not assign or sublicense any rights granted by this Permit nor any interest therein without the prior written consent of CITY. Approval of any such proposed assignment or sublicense may be withheld at the sole and absolute discretion of CITY. Any assignment by operation of law will automatically terminate this Permit.
39. Sublicensees. PERMITTEE must provide a list of all sublicensees to CITY Contact, including name, address, email, fax, and phone number.
40. Signs. PERMITTEE must not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising on the Premises without CITY's prior written consent. If any such unauthorized item is found on the

Premises, PERMITTEE must remove the item at its sole cost and expense within 24 hours after notice from CITY, or CITY may thereafter summarily remove the item at PERMITTEE's sole cost and expense.

41. California Public Records Act. CITY will determine, in its sole discretion, whether this Permit or information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act (CPRA). PERMITTEE will hold CITY, and its elected officials, officers, employees, representatives, and agents harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

41.1 CITY will not be liable or obligated for any burden or loss (financial or otherwise) incurred by PERMITTEE as a result of CITY's disclosure or non-disclosure of this Permit or PERMITTEE information required pursuant to the CPRA. PERMITTEE EXPRESSLY WAIVES ANY CLAIM AGAINST CITY AND ITS ELECTED OFFICIALS, OFFICERS, EMPLOYEES, REPRESENTATIVES, AND AGENTS FOR ANY BURDEN, EXPENSE, OR LOSS WHICH PERMITTEE INCURS AS A RESULT OF CITY'S DISCLOSURE OR NON-DISCLOSURE OF THIS PERMIT, OR ANY OF PERMITTEE'S INFORMATION REQUEST PURSUANT TO THE CPRA.

42. Encumbrances. PERMITTEE must keep the Premises, any CITY-owned property of which the Premises is a part, and all improvements thereon, free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE's occupancy, use, development, maintenance, repair, or restoration of the Premises. PERMITTEE will protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances or liens, and from and against any claim, liability, cost or expense, including without limitation all attorney fees and costs, relating to or charged against the Premises, including without limitation PERMITTEE's failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber property pursuant to the California Civil Code.
43. Compliance with Law. PERMITTEE must at all times in its use, occupancy, and maintenance of the Premises comply with all applicable laws, rules, regulations, and directives of competent governmental authorities, and at PERMITTEE's sole cost and expense. If the Term exceeds one year, at least annually, PERMITTEE must deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to PERMITTEE (e.g., validation of periodic inspections, if applicable).
44. Taxes. PERMITTEE must pay, before delinquency, all taxes, assessments and fees assessed or levied upon PERMITTEE or the Premises, including the land and any buildings, structures, machinery, equipment, appliances or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of PERMITTEE's occupancy, use, development, maintenance, repair or restoration of the Premises, including without limitation any licensing or permitting costs and fees. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE will be solely responsible for all and will pay all such possessory interest taxes. PERMITTEE's payment of such taxes, fees, and assessments will not reduce any payment due to CITY.

45. Hazardous Materials. PERMITTEE must not allow the illegal installation, storage, utilization, generation, sale or release of any Hazardous Substance or otherwise regulated substances in, on, under or from the Premises by any of PERMITTEE's officers, employees, agents, contractors, invitees, and guests. PERMITTEE and PERMITTEE's officers, employees, agents, contractors, invitees, and guests must not install, store, utilize, generate, or sell any Hazardous Substance on the Premises without CITY's prior written consent. PERMITTEE must, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

45.1 Release. For all purposes of this Permit, a "release" includes without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a Hazardous Substance.

45.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" means any substance listed by the Environmental Protection Agency or the State of California as a hazardous substance, and all types of petroleum-related substances and their chemical constituents.

45.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises results in a release of a Hazardous Substance, PERMITTEE must pay all costs of remediation and removal to CITY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

45.4 Removal. If PERMITTEE or PERMITTEE's officers, employees, agents, contractors, invitees, and guests has received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances to the Premises, PERMITTEE must remove all Hazardous Substances in any type of container, equipment, or device from the Premises immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Premises. PERMITTEE must be responsible for any and all costs incurred by CITY to remove any container, equipment or device requiring disposal or removal as required by this subsection.

45.5 Hazardous Material Indemnity. In addition to any other indemnification set forth herein, PERMITTEE must protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises, including without limitation: (i) costs of environmental assessments; (ii) costs of regulatory remediation oversight; (iii) costs of remediation and removal; (iv) any necessary CITY response costs; (v) all fines, penalties or fees assessed by any regulatory

Special Use Permit (Senior Lunch Services at Bay Terraces Community and Senior Center)

agency; (vi) damages for injury to natural resources, PERMITTEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

45.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, PERMITTEE must immediately notify CITY and any appropriate regulatory or reporting agency pursuant to title 19 of the California Code of Regulations and any other applicable laws or regulations. PERMITTEE must deliver a written report thereof to CITY within three days after receipt of the knowledge or cause for belief and submit any required written reports to regulatory or reporting agencies as required by regulation or law. If PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE must take all actions necessary to alleviate the danger. PERMITTEE must immediately notify CITY in writing of any violation, notice to comply, or notice of violation received or the initiation of environmental actions or private suits related to the Premises.

45.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises resulted in any Hazardous Substance being released on, from or beneath the Premises, CITY may cause an environmental assessment under regulatory oversight of the suspect area to be performed by a professional environmental consultant registered with the State of California as a Professional Engineer, Certified Engineering Geologist or Registered Civil Engineer. The environmental assessment must be obtained at PERMITTEE's sole cost and expense, and must establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises, and in what quantities. If any such Hazardous Substances exist in quantities greater than allowed by CITY, county, state or federal laws, statutes, ordinances or regulations, or require future restricted re-use of the Premises, then the environmental assessment must include a discussion of such substances with recommendations for remediation and removal necessary to effect unrestricted re-use and in compliance with those laws or statutes and estimates of the cost of such remediation or removal. PERMITTEE must cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Premises and compliance with environmental laws and regulations are achieved, and PERMITTEE must pay all costs and expenses therefor.

46. Alcohol. No alcohol may be served at the Premises absent written permission obtained in advance from the Director, which permission may be reasonably withheld or delayed in the Director's sole discretion, and PERMITTEE has obtained a special event permit under Municipal Code section 56.54, as amended from time to time. PERMITTEE must follow and will bear full responsibility for compliance with all alcohol laws and permit conditions whenever PERMITTEE obtains permission to serve alcohol pursuant to this section. All state and local regulations regarding the consumption of alcohol must be followed at all times at the Premises, at PERMITTEE's sole risk and cost.
47. Exclusive Vending Machine. PERMITTEE acknowledges and understands that Compass Group USA, Inc., a Delaware corporation doing business as Canteen San Diego, is the

Special Use Permit (Senior Lunch Services at Bay Terraces Community and Senior Center)

exclusive “vending machine” provider for CITY and must be used for all machine vending at the Premises. PERMITTEE will not procure, use, or otherwise allow any vending services at the Premises other than CITY’s designated exclusive provider. If at any time CITY changes its exclusivity pertaining to the provision of vending machines, PERMITTEE will adhere with whomever has been designated the exclusive vendor as set forth by CITY.

48. Music. PERMITTEE must only perform music for which CITY has obtained a “non-dramatic” (as hereinafter defined) performance license from ASCAP, Broadcast Music, Inc., SESAC, or any other musical industry licensing entity (Licensing Entity). For a list of approved music and artists, PERMITTEE may contact the respective Licensing Entity. CITY will notify PERMITTEE in writing of any other approved Licensing Entity and any additional PERMITTEE requirements (hereinafter “Additional Requirements”) imposed upon PERMITTEE by CITY by virtue of its licensing agreement with any Licensing Entity.

48.1 For the purposes of this Permit, a “non-dramatic” performance includes live performances and recorded performances (CD, tapes, radio and television over loudspeakers). PERMITTEE must not perform music with any “dramatic” performances. For purposes of this Permit, “dramatic” performances will include, but not be limited to, the following: (a) performance of a “dramatico-musical work” (as hereinafter defined) in its entirety; (b) performance of one or more musical compositions from a “dramatico-musical work” (as hereinafter defined) accompanied by dialogue, pantomime, dance, stage action, or visual representation of the work from which the music is taken; (c) performance of one or more musical compositions as part of a story or plot, whether accompanied or unaccompanied by dialogue, pantomime, dance, stage action or visual presentation; and (d) performance of a concert version of a “dramatico-musical work” (as hereinafter defined). The term “dramatico-musical work” as used in this Permit, includes, but is not limited to, a musical, comedy, opera, play with music, revue or ballet.

48.2 PERMITTEE must not perform music from a coin-operated phonorecord (or CD) player commonly known as a “juke-box” or a computer on-line service or electronic bulletin board on the Premises.

48.3 It will be PERMITTEE’s sole responsibility to ensure it only performs music for which CITY has obtained a valid music license. Should PERMITTEE desire to perform music for which CITY does not have a license, PERMITTEE must obtain its own license from the appropriate Licensing Entity before PERMITTEE performs the desired music. PERMITTEE must ensure that (1) CITY is named in the license; (2) each CITY premises/location where PERMITTEE intends to perform the music is identified in the license; and (3) PERMITTEE has provided CITY with a fully executed copy of the license at least ten days prior to the performance of the music.

49. Waiver. The property constituting the Premises is publicly owned and held in trust for the benefit of CITY’s citizens. CITY’s failure to insist upon the strict performance of any of PERMITTEE’s obligations under this Permit, in one or more instance, will not be construed as a waiver of any such obligation, and the same will remain in full force and effect. CITY’s waiver of a default will not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY’s delay or failure to exercise a right or seek a remedy will not be deemed a waiver of that or any other right or remedy under this Permit, at law or in equity. The exercise

Special Use Permit (Senior Lunch Services at Bay Terraces Community and Senior Center)

of any particular right or the use of any particular remedy for any default will not waive the use of any other right or remedy for the same default or for another or later default. CITY's acceptance of any fees will not be a waiver of any default preceding the fee payment. CITY's failure to discover a default or take prompt action to require the cure of any default will not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

50. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and will not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
51. Survival. Any obligation which accrues under this Permit prior to the expiration or termination of this Permit will survive such expiration or termination.
52. Exhibits. All exhibits referenced in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit to this Permit, the terms, conditions, and obligations of this Permit will control.
53. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons, and entities, and each of them, will be jointly and severally liable for each and every obligation of PERMITTEE under this Permit.
54. No Affiliation. Nothing contained in this Permit will be deemed or construed to create a partnership, joint venture or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
55. PERMITTEE Contact. The following are designated by PERMITTEE as PERMITTEE's contacts for all purposes of this Permit:

Primary Contact

Name: Melinda Forstey

Phone: (619) 487-0644

Email: Melinda.forstey@serving seniors.org

Alternate Contact

Name: Kristine Smith

Phone (619) 487-0605

Email: Kristine.smith@serving seniors.org

56. Entire Agreement. This Permit, including the Exhibits attached hereto, constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Permit. Any modification, alteration, or amendment of this Permit must be in writing and signed by all the parties hereto.
57. Notices. Any notice required or permitted to be given under this Permit will be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to PERMITTEE as follows:

Serving Seniors

ATTN: Melinda Forstey, President & CEO

525 14th Street, Suite 200

San Diego. CA 92101

Special Use Permit (Senior Lunch Services at Bay Terraces Community and Senior Center)

And addressed to CITY as follows:

THE CITY OF SAN DIEGO
ATTN: Sarah Erazo, Deputy Director
Parks and Recreation Department
9485 Aero Drive Park Boulevard
San Diego, CA 92123

58. Counterparts. This Permit may be executed in one or more counterparts, each of which will be deemed to constitute an original, but all of which, when taken together, will constitute one and the same.
59. Authority to Contract. Each individual executing this Permit on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity must provide CITY with evidence, satisfactory to CITY, that such authority is valid and that such entity is a valid, qualified corporation, limited liability company, partnership, or other unincorporated association in good standing in its home state and that such entity is qualified to do business in California.
60. Acceptance of Premises. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Premises and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Premises or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Premises in entering this Permit. PERMITTEE accepts the Premises in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Premises at any time either prior to, on or after the Effective Date. PERMITTEE will not hold CITY responsible for any defects on the Premises. PERMITTEE accepts and assumes all risk of harm to all persons and property from any defects on the Premises or any improvements thereon and will be solely responsible therefor.

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Special Use Permit (Senior Lunch Services at Bay Terraces Community and Senior Center)

IN WITNESS WHEREOF, this Permit is executed by CITY, acting by and through its Deputy Chief Operating Officer whose authority is delegated by the Mayor of the City of San Diego pursuant to San Diego City Charter sections 260 and 28, authorizing such execution, and by PERMITTEE.

PERMITTEE:
Serving Seniors

By: Melinda Forstey Date: 1/13/2025
Melinda Forstey, President & CEO

CITY:

By: Rania Amen Date: 2/5/2026
Rania Amen, Chief Community Services
Officer & City Engineer

Approved as to form
this 5th day of February, 2026.

HEATHER FERBERT, City Attorney

By: Ken So
Ken So
Senior Deputy City Attorney

Attachments: **Exhibit A: Premises**
Exhibit B: Scope of Permit Use

cc: Andy Field, Director
Tom Tomlison, Assistant Director
Salome Martinez, Program Equity Manager

SPECIAL USE PERMIT
EXHIBIT A – Premises

Premises include the kitchen, multi-purpose room and outdoor patio area in the Bay Terraces Community and Senior Center, as depicted below.

Bay Terraces Community and Senior Center



Bay Terraces Community and Senior Center kitchen



Bay Terraces Community and Senior Center multipurpose room



Bay Terraces Community and Senior Center patio area



SPECIAL USE PERMIT

EXHIBIT B - Scope of Permit Use

1. Scope of Permit Use. PERMITTEE will offer their Nutrition Program at the Premises as follows:
 - 1.1 PERMITTEE will deliver healthy meals to the Premises each weekday (i.e., Monday through Friday), except on City holidays and special events approved by the onsite supervisor (Delivery Days).
 - 1.2 PERMITTEE will have staff on the Premises from 11:00 a.m. to 1:30 p.m. on the Delivery Days to receive, and serve healthy meals for lunch services, and clean up at the conclusion of each day's lunch service.
 - a. PERMITTEE will access the Premises on the Delivery Days through the Bay Terraces Senior Center front entrance or multi-purpose room entrance.
 - b. PERMITTEE will have access to the Premises on the Delivery Days from 11:00 a.m. to 1:30 p.m. for the purpose of receiving and serving healthy meals for lunch services and cleaning up at the conclusion of each day's lunch service.
 - 1.3 PERMITTEE is responsible for the set up and cleanup of the Premises on the Delivery Days during and at the conclusion of each day's lunch service.
 - 1.4 PERMITTEE will have access to storage space in the Premises' kitchen or storage room area to accommodate one rolling cart; utensils; placemats; trays and plates; paper goods; coffee maker; food, spices, and seasonings (i.e., salt, pepper, sugar, coffee, and creamer); and other items directly related to PERMITTEE's Nutrition Program at the Premises.
 - a. PERMITTEE must either store all items related to PERMITTEE's Nutrition Program at the Premises in available storage space or remove such items from the Premises at the conclusion of each day's lunch service. PERMITTEE must obtain written approval to use any available storage space, which is at the City's site supervisor's discretion.
 - 1.5 PERMITTEE may use an area in the site's storage room to place a refrigerator for the Serving Senior's exclusive use.
 - a. PERMITTEE has 30 days after the expiration or revocation of this permit to remove refrigerator from the permit site. After that period, the refrigerator shall be deemed abandoned by the PERMITTEE and City Property. CITY may keep or dispose of refrigerator, in the City's sole discretion, without any obligation or liability to the PERMITTEE.
 - 1.6 PERMITTEE may provide and maintain one locking cabinet (standard style with two shelves) in the Premises' kitchen area to keep written records related to PERMITTEE's Nutrition Program on the Premises. PERMITTEE must obtain prior written approval to locate a cabinet in the kitchen area, which is at the City's site supervisor's discretion.

Special Use Permit (Senior Lunch Services at Bay Terraces Community and Senior Center)

2. Cleaning. PERMITTEE must clean Premises daily.

2.1 PERMITTEE will cleanup the Premises to the satisfaction of Bay Terraces Center Director, or other Bay Terraces' onsite staff.

- a. If the cleanup of the Premises is not to the satisfaction of Bay Terraces' staff, Bay Terraces' staff will notify PERMITTEE in writing and identify the specific deficiency in the cleanup of the Premises, including uncharacteristically large or difficult disorders, clutter, or mess on the Premises.
- b. PERMITTEE will have 20 days from when Bay Terraces' staff's notice is sent to address all deficiencies identified in Bay Terraces' staff's notice to the satisfaction of Bay Terraces' staff.
- c. If PERMITTEE fails to address the deficiency in the allotted time, or there are repeat occurrences of the same noticed deficiency in a 20-day period, CITY may, at CITY's sole discretion, immediately terminate this Permit as set forth in provision 11 of this Permit.
- d. Each and every day on which a deficiency exists will be deemed to be a separate occurrence.

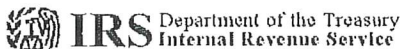
2.2 All cleaning required under this Permit and all activities on the Premises must comply, at all times, with the Emergency Water Regulations (Chapter 6, Article 7, Division 38 of the San Diego Municipal Code, as amended from time to time) with respect to water usage and all applicable water restrictions relating to water quality assurance and storm water management.

3. City's supplies and equipment:

3.1 City staff will setup tables and chairs prior to PERMITTEE usage for inside activities only. Any setups outside the facility, including the patio area, must be conducted by the PERMITTEE. Location of outside setup and usage of equipment must be approved by the City's site supervisor.

3.2 PERMITTEE is responsible for cleaning all spills, food, and trash from tables and chairs at the conclusion of each day's lunch service to allow City staff to remove and store tables and chairs.

3.3 PERMITTEE is responsible for cleaning, removing and storing any City equipment/supplies used outside the facility for their lunch services.



Department of the Treasury
Internal Revenue Service

OGDEN UT 84201-0029

In reply refer to: 4077591934
July 07, 2014 LTR 4168C 0
95-2850121 000000 00
00036881
BODC: TE

SERVING SENIORS
525 14TH ST STE 200
SAN DIEGO CA 92101-7556



010039

Employer Identification Number: 95-2850121
Person to Contact: Ms. Wiles
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your May 12, 2014, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in June 1973.

Our records also indicate that you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

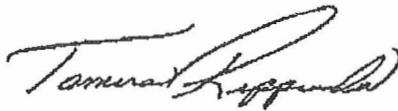
Please refer to our website www.irs.gov/eo for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.

4077591934
July 07, 2014 LTR 4168C 0
95-2850121 000000 00
00036882

SERVING SENIORS
525 14TH ST STE 200
SAN DIEGO CA 92101-7556

If you have any questions, please call us at the telephone number
shown in the heading of this letter.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Tamera Ripperda". The signature is fluid and cursive, with a large, stylized initial 'T'.

Tamera Ripperda
Director, Exempt Organizations



Date of Notice: October 17, 2025

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

CITY PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Special Use Permit for Senior Lunch Services at Bay Terrace Community & Senior Center

COMMUNITY PLAN AREA: Skyline-Paradise Hills

COUNCIL DISTRICT: 4

LOCATION: 7445 Tooma St, San Diego, CA 92139

PROJECT DESCRIPTION: Special Use Permit (SUP) between the City of San Diego (City) and Serving Seniors, a nonprofit 501(c)(3) corporation (Permittee), for the non-exclusive use of the City-owned Bay Terraces Community & Senior Center located at 7445 Tooma St, San Diego, CA 92139 (Premises). The Permittee will utilize the Premises to deliver healthy meals to the Premises each weekday (i.e., Monday through Friday), except on City holidays and special events approved by the onsite supervisor. Permittee will have access to storage space in the Premises' kitchen or storage room area to accommodate one rolling cart; utensils; placemats; trays and plates; paper goods; coffee maker; food, spices, and seasonings (i.e., salt, pepper, sugar, coffee, and creamer); and other items directly related to Permittee's Nutrition Program at the Premises.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to State CEQA Guidelines Sections 15301 (Existing Facilities), and 15323 (Normal Operations for Public Gatherings).

ENTITY MAKING ENVIRONMENTAL DETERMINATION: City of San Diego Mayor-Appointed Designee.

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to CEQA Guidelines Section 15301 (Existing Facilities), which exempts the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former; and Section 15323 (Normal Operations of Facilities For Public Gatherings), which exempts the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a past history of the facility being used for the same or similar kind of purpose including, but not limited to, racetracks, stadiums, convention centers, auditoriums, amphitheaters, planetariums, swimming pools, and amusement parks. The exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project

is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY CONTACT: Jordan Oden, Center Director I, Parks & Recreation Department

MAILING ADDRESS: 7445 Tooma St, San Diego CA 92139

PHONE NUMBER/E-MAIL: (619) 527-7632 / JOden@sandiego.gov

On October 17, 2025, the City of San Diego made the above-referenced environmental determination pursuant to CEQA. This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal the CEQA determination to the City Council must be filed with the Office of the City Clerk within five (5) business days from the date of the posting of this Notice (**October 24, 2025**). Appeals to the City Clerk must be filed via e-mail or in-person as follows:

1. Appeals filed via Email: The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Send the completed appeal form (including grounds for appeal and supporting documentation in pdf format) by email to Hearings1@sandiego.gov by 5:00 p.m. on the last day of the appeal period; your email appeal will be acknowledged within 24 business hours. You must separately mail the appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be United States Postal Service (USPS) postmarked before or on the final date of the appeal.
2. Appeals filed In-Person: The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at: <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Bring the fully completed appeal application [DS-3031](#) (including grounds for appeal and supporting documentation) to the City Administration Building— Public Information Counter (Open 8:00 a.m. to 5:00 p.m. Monday through Friday excluding City approved holidays), 1st Floor Lobby, located at 202 C Street, San Diego, CA 92101, by 5:00 p.m. on the last day of the appeal period. The completed appeal form shall include the required appeal fee, with a check payable to: City Treasurer.

The appeal application can also be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

This information will be made available in alternative formats upon request.

POSTED ON THE CITY'S CEQA WEBSITE

POSTED: 10/17/2025

REMOVED:

POSTED: E. Ramírez Manríquez



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/2026

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

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

PRODUCER Blakemore & Associates Ins. PO Box 7737 San Diego CA 92167		CONTACT NAME: Robert Blakemore PHONE (A/C, No. Ext): (619) 222-4458 E-MAIL ADDRESS: bblakemore@sbcglobal.net FAX (A/C, No):	
INSURED Serving Seniors 525 14th Street, 200 San Diego CA 92101		INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 18058	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SEXUAL ABUSIVE CONDUCT <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2574753-024	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000 \$								
	A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						PHPK2574753-024	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1000000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
		A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000									PHUB871929-024	07/01/2025	07/01/2026	EACH OCCURRENCE \$ 5000000 AGGREGATE \$ 5000000 \$
			<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below												
A	Cyber Liability			PHSD1823526-012	09/01/2025	09/01/2026	Security Event Costs 1000000 Network Security and 2000000								

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

The City, its officers, officials, employees, and volunteers are additional insureds. Insurance is Primary and Non Contributory. Waiver of Subrogation applies per contract.

CERTIFICATE HOLDER**CANCELLATION**

THE CITY OF SAN DIEGO
Economic Development Department
1200 Third Ave, Suite 200
San Diego CA 92101

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

AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

City of San Diego, Community & Economic
Development, It's Respective Elected
Officials, Officers, Employees, Agents

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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

1. In the performance of your ongoing operations;
or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

City of San Diego, Community & Economic Development, It's Respective Elected
Officials, Officers, Employees, Agents & Representatives are added on as AI's w/
per contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY INSURANCE**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART**SCHEDULE**

Effective Date: 07/01/2024

Name of Person or Organization (Additional Insured):

City of San Diego, Community & Economic Development, It's Respective Elected Officials, Officers, Employees, Agents and Representatives are added on as Additional Insured's .
per contract.

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the endorsement Schedule, but only with respect to liability for “bodily injury,” “property damage” or “personal and advertising injury” arising out of or relating to your negligence in the performance of “your work” for such person(s) or organization(s) that occurs on or after the effective date shown in the endorsement Schedule.

This insurance is primary to and non-contributory with any other insurance maintained by the person or organization (Additional Insured), except for loss resulting from the sole negligence of that person or organization.

This condition applies even if other valid and collectible insurance is available to the Additional Insured for a loss or “occurrence” we cover for this Additional Insured.

The Additional Insured’s limits of insurance do not increase our limits of insurance, as described in **SECTION III – LIMITS OF INSURANCE.**

All other terms, conditions, and exclusions under the policy are applicable to this endorsement and remain unchanged.