

PROPERTY USE AGREEMENT

BY AND BETWEEN

THE CITY OF OCEANSIDE

AND

INTERFAITH COMMUNITY SERVICES INC.

FOR CITY OWNED REAL PROPERTY

LOCATED AT

**3131 Oceanside Boulevard
OCEANSIDE, CA 92056**

DATED

August 6, 2025

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PROPERTY USE AGREEMENT

This Property Use Agreement ("Agreement") is executed between the **CITY OF OCEANSIDE**, a municipal corporation ("CITY") and **INTERFAITH COMMUNITY SERVICES INC.**, a California nonprofit corporation ("PERMITTEE").

RECITALS

WHEREAS, CITY is the owner of the real property located at 3131 Oceanside Boulevard, Oceanside, CA 92056 described herein below, more commonly known as "the Oceanside Navigation Center"; and

WHEREAS, PERMITTEE is desirous of using a portion of the Oceanside Navigation Center for operating the City of Oceanside Bridge Shelter for unsheltered individuals and families with the objective of providing safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, and related services and/or activities; and

WHEREAS, CITY hereby acknowledges said programs and services provided by PERMITTEE are valuable to the citizens of the City of Oceanside and CITY is desirous of allowing PERMITTEE the use of said real property in accordance with the terms, covenants, conditions and provisions contained herein below, as well as according to the terms, covenants, conditions and provisions contained in that certain Professional Services Agreement dated August 6, 2025 between CITY and PERMITTEE ("Operating Agreement").

NOW THEREFORE, the parties hereto mutually agree as follows:

AGREEMENT

SECTION 1: USES

1.01 Premises. CITY hereby authorizes PERMITTEE, in accordance with the terms, covenants, conditions and provisions of this Agreement, the use of that certain real property situated in the City of Oceanside, County of San Diego, State of California, currently known as the Oceanside Navigation Center located at 3131 Oceanside Boulevard, City of Oceanside, County of San Diego, State of California, ("Property"), as more particularly described and depicted in **Exhibit "A"**, attached hereto and by this reference, made part of this Agreement. PERMITTEE shall have the exclusive use of the existing permanent building structures ("Buildings" also referred to as "A-1"), hereinafter referred to as the "Premises" and more particularly described and depicted in **Exhibit "A"**, attached hereto. In return for this permission, PERMITTEE hereby agrees to act in accordance with and abide by the terms, covenants, conditions and provisions of this Agreement and the Operating Agreement.

1.02 City Exclusive Use Areas. CITY shall have the exclusive use and control of the OPD modular building located at Property entry ("B-1"), Code Enforcement storage modular ("C-1"), Code Enforcement reception Office Modular ("C-2"), Code Enforcement Staff Office Modular ("C-3"), Parking Lot for Code Enforcement Vehicles and Staff ("C-4") (collectively referred to as "City Exclusive Use Areas") as designated on Exhibit "A". The City Exclusive Use Areas are to be used only by CITY personnel and their designated agents and assignees. The aforementioned

areas described within this Section 1.02 may be changed and updated from time to time by CITY without prior notice to PERMITTEE.

1.03 Parking Lot. It is expressly understood that PERMITTEE shall have the non-exclusive use of the main common area parking lot ("Parking Lot") also identified as ("D-1") at Property adjacent to the Premises, where PERMITTEE will share spaces with other occupants of the Property, as shown on **Exhibit "A"**. PERMITTEE acknowledges that neither PERMITTEE nor its invitees, employees or any other party associated with PERMITTEE has any exclusive rights or priority to use the Parking Lot, except as provided within this Section 1.03. PERMITTEE'S use of the Parking Lot shall be on a "first come, first serve" basis. CITY reserves the right to designate reserved parking spaces or reserved parking areas within the Parking Lot for CITY'S employees or agents, or for PERMITTEE'S employees, if CITY determines the necessity to do so.

PERMITTEE shall be allowed to park seven (7) vehicles ("PERMITTEE Vehicles") in the Parking Lot to be parked in a designated reserved parking space ("Reserved Space") provided by CITY and with specific signage provided by CITY, which shall be utilized by PERMITTEE in conjunction with its Programs offered. CITY is not responsible for any damage, theft, or charges related to vehicle violations sustained by and in conjunction with the PERMITTEE Vehicles. Insurance, maintenance and all other expenses related to the PERMITTEE Vehicles are the sole responsibility of PERMITTEE.

PERMITTEE shall also have the non-exclusive use of the temporary parking lot, located at 3141 Oceanside Boulevard, which is located at the property east of the Premises, as shown on Exhibit "A" "D-2" ("Temporary Parking Lot"). PERMITTEE will be required to issue permits to all guests using the Temporary Parking Lot. Overnight parking is permitted, but no camping or sleeping in vehicles while utilizing the Temporary Parking Lot is allowed. PERMITTEE'S use of the Temporary Parking Lot shall be on a "first come, first serve" basis and continuously monitored by the PERMITTEE.

1.04 Access. PERMITTEE shall have **twenty-four (24) hour access, seven (7) days per week** to the Buildings, - the Parking Lot at Property, and Temporary Parking Lot, as depicted on **Exhibit "A"**. Such twenty-four (24) hour access shall be limited to PERMITTEE and PERMITTEE'S employees, and such access shall be, at all times, through the main entry of Buildings at Premises.

Access to the Premises is restricted to PERMITTEE, PERMITTEE'S employees and approved volunteers, unless other access is specifically approved, in advance and in writing, by PERMITTEE.

1.05 Programs and Uses. It is expressly agreed that the Premises shall be used by PERMITTEE solely and exclusively for the purpose of operating the City of Oceanside Navigation Center for unsheltered individuals with the objective of providing safe, low-barrier bridge housing and emergency shelter, as well as stabilization and supportive services, and related services and/or activities ("Programs"), as more particularly described in that certain Professional Services Agreement between the CITY and PERMITTEE dated August 6, 2025 ("Operating Agreement"), which may be amended from time to time, and for such other related or incidental purposes as may be first approved in writing by CITY, and for no other purpose whatsoever.

PERMITTEE covenants and agrees to use the Premises for the above specified Programs and

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

1.06 Reservation of Rights. CITY shall not unreasonably or substantially interfere with PERMITTEE'S use of the Premises while PERMITTEE is in possession of the Premises; however, the CITY specifically retains the right to enter the Premises for the purpose of performing maintenance, inspections, repairs or improvements; developing municipal resources and services; and monitoring PERMITTEE's compliance with the terms of this Agreement.

SECTION 2: TERM

2.01 Commencement. The term of this Agreement shall commence on October 1, 2025 (the "Effective Date") and terminate on June 30, 2027.

2.02 Extension of Term. The PERMITTEE may request an extension of the term of this Agreement for the Premises for **two (2) successive one (1) year** periods under the terms and conditions of this Agreement at the CITY's calculated fair market property payment rate for similar uses of CITY property and solely at the CITY's option to extend and provided that the PERMITTEE is not in default or breach of any term, condition, or covenant of this Agreement or the Operating Agreement. PERMITTEE shall provide CITY with written request to extend the term of the Agreement, and such notice is to be provided no later than **one-hundred twenty (120) days** prior to the expiration date of the term of this Agreement.

The City Manager or City Manager's designee shall provide the PERMITTEE not later than **sixty (60) days** after receipt of such request with the CITY's calculated fair market rent value and rental amount, if applicable, which the CITY is willing to accept for PERMITTEE'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 time frame shall not defeat CITY's ability to make adjustments to the rental rate.

The City Manager, at his/her sole discretion, may approve or deny administratively the requests to extend the term of this Agreement, with no Council action required. In the event the City Manager is unable to consider the renewal request in sufficient time as to provide PERMITTEE with **thirty (30) days'** notice of termination in the case of denial, the Agreement shall be extended for a period not to exceed **thirty (30) days**, to allow for such **thirty (30) day** notice of termination.

In no event shall the term of this Agreement be extended in excess of **two (2) 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.

2.03 Termination Provisions. Notwithstanding any other provisions contained in this Agreement, either party may terminate this Agreement for any reason by giving the other party at least **ninety (90) days** prior written notice of such termination.

2.04 Holdover. Any holding over by PERMITTEE after expiration or termination shall not be considered as a renewal or extension of this Agreement. The occupancy of the Premises by PERMITTEE or by PERMITTEE'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.

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

2.06 Permits and Licenses. PERMITTEE agrees to obtain and maintain in good standing and regulatory compliance during the term of this Agreement, at its sole cost and expense, all local, county, state and federal permits and licenses required for the operation of the Programs at the Premises, including but not limited to a Business License issued from the City of Oceanside during the full term of this Agreement, and a County of San Diego Health Permit ("Health Permit"), if applicable. The Health Permit, if required for Permittee's use, must also be in the name of PERMITTEE and specific to the Commercial Kitchen portion of the Premises, if applicable. A copy of any and all local, state or federal permits or licenses acquired by the PERMITTEE which are required for the use of the Premises shall be kept on Premises at all times and shall be reasonably accessible and produced by the PERMITTEE and/or their agents upon demand.

2.07. Time is of Essence. Time is of the essence as to all of the terms, covenants, conditions and provisions of this Agreement.

SECTION 3: PROPERTY USE PAYMENT

3.01 Property Use Payment. CITY hereby agrees that the Programs provided by PERMITTEE at the Premises are valuable consideration received from PERMITTEE, that the provision of such Programs shall constitute all the property use payment ("Property Use Payment") to be paid by PERMITTEE for its use of the Premises in accordance with the terms, covenants, conditions and provisions of this Agreement, and that PERMITTEE shall not be required to pay any monetary payments to CITY for its use and occupancy of the Premises.

3.02 Available Funding. Notwithstanding Section 3.01 above, CITY and PERMITTEE acknowledge that PERMITTEE may have the opportunity throughout the term of the Agreement to seek grants to provided operating funds for the Premises. PERMITTEE agrees to make reasonable efforts to apply for available grants which would specifically allow or not restrict PERMITTEE from utilizing a portion of the grant funds for operations ("Grants") at the Premises. Should said funds become available at any time during the Agreement term, CITY and PERMITTEE shall reasonably determine whether there are sufficient funds in the Grants to offset the City expenses related to this Agreement during the period of time that the funds are provided under the Grant.

3.03 Utilities. PERMITTEE agrees, if necessary for its operations, to order, obtain, and pay for cable, internet and telephone services associated with their occupancy at the Premises, in addition to any service and installation charges in connection with PERMITTEE'S use, occupation and operation of the Premises related to such services. CITY shall be responsible for obtaining and paying for the electricity, gas, water, sewer, trash, recycling services, and pest control services, further defined in section 6.02, to the Premises for the benefit of PERMITTEE ("Utilities").

3.04 Time and Place of Payment. The PERMITTEE shall make all payments **monthly** in advance on or before the **first (1st) day** of each **new month, if applicable**. Checks should be made payable to the City of Oceanside and delivered to the CITY at the address set forth in Section 6.1 of this Agreement. The place and time of payment may be changed at any time by CITY upon thirty (30) days' written notice to PERMITTEE. PERMITTEE assumes all risk of loss and responsibility for late payment charges.

3.05 Delinquent Payment. If PERMITTEE fails to pay the payment when due, PERMITTEE shall pay in addition to the unpaid payments, **five percent (5%)** of the delinquent payment. If the payment is still unpaid at the end of **fifteen (15) days**, PERMITTEE shall pay an additional **five percent (5%)** [being a total of **ten percent (10%)**] which is hereby mutually agreed by the parties to be appropriate to compensate CITY for loss resulting from payment delinquency, including lost interest, opportunities, legal costs, and the cost of servicing the delinquent account.

3.06 Program Reports. In consideration for the Premises Property Use Payment set forth in Section 3.01 above, PERMITTEE shall provide the CITY with written reports as set forth in the Operating Agreement.

SECTION 4: RECORDS

4.01 Inspection of Records. PERMITTEE agrees to make any and all records and accounts available to CITY for inspection at all reasonable times, so that CITY can determine PERMITTEE'S compliance with this Agreement. These records and accounts will be made available by PERMITTEE at the Premises and will be complete and accurate showing all income and receipts from the use of the Premises, including all data related to programs, services, classes and participant usage of the Premises to include documentation related to intake records and accounting of where participants are referred from within the City, etc. PERMITTEE'S failure to keep and maintain such records and make such records available for inspection by CITY shall be deemed a default of this Agreement. All such Program, Operations and Financial Reports and related information shall be deemed to be public records. PERMITTEE shall maintain all such records and accounts for a minimum period of **five (5) years**.

The Permittee shall maintain all records required by the Federal regulations pertinent to the activities funded under this Agreement. PERMITTEE shall make available to the City, U.S. Government, or their authorized agent(s), all Program-related records, documents, and any other financial data or records for review.

All Permittee's files pertaining to personal participant information must remain confidential and kept in a locked file cabinet. All computer files must be password accessible only. PERMITTEE must maintain Program list of appliances and equipment inventory of all appliances and equipment awarded through this Agreement.

SECTION 5: INSURANCE RISKS/SECURITY

5.01 Indemnity. PERMITTEE 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 PERMITTEE or its employees, agents, or others in connection with its use and occupation of the Premises, and all other areas of the Property, to include, but not be limited

to the common areas, Exclusive Use Areas, and the Parking Lot and Temporary Parking Lot of the Property 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. PERMITTEE'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, PERMITTEE at its own expense shall, upon written request by the CITY, defend any such suit or action brought against the CITY, its officers, agents, or employees.

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

a. PERMITTEE shall maintain the following minimum limits:

General Liability

Combined Single Limit Per Occurrence	\$2,000,000
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General Aggregate	\$4,000,000
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Automobile Liability

Combined Single Limit Per Occurrence	\$2,000,000
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Workers Compensation

California Workers Compensation Insurance
Statutory Limits

Sexual Abuse Liability

Per Occurrence	\$1,000,000
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Aggregate	\$1,000,000
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Professional Errors and Omissions Insurance

Per Occurrence	\$2,000,000
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Aggregate	\$2,000,000
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b. All insurance companies affording coverage to the PERMITTEE shall be required to add the City of Oceanside, its directors, officers, employees, contractors, and agents as "additional insured" under the insurance policy(s) required in accordance with this Agreement. Insurance coverage provided to CITY as additional insured shall be primary insurance to CITY, its directors, officers, employees, contractors, and agents.

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

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

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

f. PERMITTEE shall provide a substitute certificate of insurance no later than five (5) days prior to the policy expiration date. Failure by the PERMITTEE to provide such a substitution and extend the policy expiration date shall be considered a default by PERMITTEE and may subject the PERMITTEE to an immediate termination of this Agreement.

g. Maintenance of insurance by the PERMITTEE as specified in this Agreement shall in no way be interpreted as relieving the PERMITTEE of any responsibility whatever and the PERMITTEE may carry, at its own expense, such additional insurance as it deems necessary. CITY shall not be responsible to insure PERMITTEE's leasehold improvements and PERMITTEE's personal property as PERMITTEE shall be responsible for said items and for the insurance thereof.

h. If PERMITTEE fails or refuses to take out and maintain the required insurance, or fails to provide the proof of coverage, CITY has the right to obtain the insurance. PERMITTEE shall reimburse CITY for the premiums paid with interest at the maximum allowable legal rate then in effect in California. CITY shall give notice of the payment of premiums within thirty (30) days of payment stating the amount paid, names of the insurer(s) and rate of interest. Said reimbursement and interest shall be paid by PERMITTEE within **ten (10) days** following the notice of payment by CITY.

Notwithstanding the preceding provisions of this Subsection, any failure or refusal by PERMITTEE 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 PERMITTEE **sixty (60) days** prior written notice. CITY's requirements shall be designed to assure protection from and against the kind and extent of risk existing on the Premises. PERMITTEE also agrees to obtain any additional insurance required by CITY for new improvements, in order to meet the requirements of this Agreement.

5.03 Accident Reports. PERMITTEE shall, within **seventy-two (72) hours** after occurrence, report to CITY any accident causing property damage or any serious injury to persons on the Premises. This report shall contain the names and addresses of the parties involved, a statement of the circumstances, the date and hour, the names and addresses of any witnesses and other pertinent information.

SECTION 6: GENERAL PROVISIONS

6.01 Acceptance of Premises. PERMITTEE accepts 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. Maintenance of the Premises shall be shared between the CITY and PERMITTEE as set forth within this Section 6.02. PERMITTEE agrees to assume the day-to-day maintenance of the Premises to include daily routine cleaning of all areas, plumbing inspections to include unclogging toilets, basic snaking of clogged drains and sinks, daily lint removal from the laundry room dryer filters, lighting maintenance to include replacing lightbulbs, and exterior building inspections in an effort to keep the Premises free and clear of any debris or trash that arise from the PERMITTEE and its occupants, including any waste from pets allowed on the Property, cigarette butts and ashes, and associated debris.

CITY agrees to assume responsibility for maintenance, repair and/or replacement, as may be applicable, of the Premises and Property, outside of the day-to-day maintenance that is the responsibility of the PERMITTEE stated above. CITY's responsibilities shall include exterior landscape maintenance services, major plumbing repairs, HVAC repairs and replacement, roof repairs and ongoing maintenance and replacement, and repairs and maintenance for the Parking Lot and Temporary Parking Lot, throughout the term of the Agreement. CITY will be responsible for routine pest control services to address general pests (e.g., ants, roaches, rodents). However, PERMITTEE is responsible for implementing and maintaining bed bug and flea prevention and treatment protocol. This includes responding to and mitigating any outbreaks, ensuring prompt treatment, and maintaining a clean and sanitary environment to prevent infestations. CITY will make repairs and replacements necessary to maintain and preserve the Premises, Property, and fixtures, in a decent, safe, healthy, and sanitary condition and in compliance with all applicable laws. In addition, CITY will keep the roof, foundation and the structural columns in good repair. CITY shall not, however, be liable to PERMITTEE under this section unless PERMITTEE has given CITY prior written notice of the necessity for such repairs and/or maintenance, and any damage arising therefrom shall not have been caused, in whole or in part by the negligent or willful act or omission of PERMITTEE, its employees, agents or invitees, or by the failure of PERMITTEE to perform any of its obligations under this Agreement or the Operating Agreement, or caused by any risk which PERMITTEE is required to insure pursuant to Section 5 of this Agreement.

In the event of an emergency, PERMITTEE shall contact CITY pursuant to Section 6.07 of this Agreement, and utilize the "After Hours" contact telephone number to report any issue with the Premises, Property or fixtures ("Emergency Repairs"). If CITY can't be reached or is non-responsive to PERMITTEE (which non-responsiveness shall be defined as CITY not responding to PERMITTEE within 1 hour from PERMITTEE contacting CITY by telephone and leaving a message on designated phone number provided in Section 6.07), then PERMITTEE may perform reasonable repairs to PREMISES in order to avoid interruption to PERMITTEE'S use of the Premises. PERMITTEE shall pay the vendor providing such repairs for PERMITTEE directly, if applicable, and then submit any related invoices to CITY for reimbursement related to such Emergency Repairs within a reasonable time frame and not later than **fifteen (15) days** from the date the actual Emergency Repairs took place. In the event a third-party vendor is utilized, then PERMITTEE must also notify CITY, in writing, within **two (2) days** from the date the Emergency Repairs took place, so that CITY can further assess the damage and repairs. Reimbursement by CITY to PERMITTEE for said Emergency Repairs will be subject to CITY'S normal accounting procedures as are applied to all invoices received by CITY. Reimbursement requests must be submitted to the Property Management Division set forth in Section 6.07.

In the event that the Premises are not in a decent, safe, healthy, and sanitary condition, CITY shall have the right, upon written notice to PERMITTEE, to enter the Premises to have any necessary work done. The rights reserved in this section shall not create or increase any obligations elsewhere in this Agreement imposed on CITY. Notwithstanding the foregoing, PERMITTEE shall preserve the Premises in a decent, safe, healthy, and sanitary condition satisfactory to CITY and in compliance with all applicable laws, permits and licenses. In addition, PERMITTEE is responsible to pay for any damages incurred at the Property that are caused by PERMITTEE, its employees, agents or invitees during the use by PERMITTEE of the Premises.

6.03 Appliances and Equipment. The CITY shall equip the Premises with those items set forth on the Appliances and Equipment List ("Appliances and Equipment"), which is attached hereto as **Exhibit "B"** and incorporated herein by this reference. All Appliances and Equipment provided by CITY shall remain the property of the CITY subject to PERMITTEE'S rights to use said items. No Appliances and Equipment provided by CITY shall be removed or replaced by PERMITTEE without the prior written consent of the CITY.

CITY shall be responsible for replacement, repair and maintenance of the Appliances and Equipment during the term of the Agreement as set forth herein, provided, however, that PERMITTEE shall be responsible to pay for replacement or repair of Appliances and Equipment damaged in whole or in part by the negligent or willful act or omission of PERMITTEE, its employees, agents or invitees. Said Equipment shall be returned to CITY at the expiration and/or termination of the Agreement, subject to reasonable wear and tear.

In the event of an emergency due to inoperative Appliances and Equipment, PERMITTEE may perform reasonable repairs to Appliances and Equipment at Premises in order to avoid interruption to PERMITTEE'S use of the Premises for an impending Program scheduled to take place. PERMITTEE must make reasonable and good faith efforts to use the warranty in effect for Appliances and Equipment prior to contacting any other third-party vendor to make the necessary repairs. If said Appliances and Equipment repairs are not covered under warranty, then PERMITTEE shall contract with and pay the vendor directly that is providing such Appliances and Equipment repairs for PERMITTEE, and then submit an invoice to CITY for reimbursement related to such Appliances and Equipment repairs, within **fifteen (15) days** from the date the actual repairs took place to Appliances and Equipment. PERMITTEE must also notify CITY, in writing, within **two (2) days** from the date the Appliances and Equipment repairs took place, so that CITY can further assess the damage and repairs to Appliances and Equipment. Reimbursement by CITY to PERMITTEE for said Appliances and Equipment repairs will be subject to CITY'S normal accounting procedures as are applied to all invoices received by CITY. Reimbursement requests must be submitted to the Property Management Division set forth in Section 6.07. CITY is not responsible for any items belonging to PERMITTEE and stored at the Property, or in the Buildings and/or Premises, that are lost, stolen or damaged.

6.04 Improvements/Alterations. No improvements, structures, or installations shall be performed on the Premises, and the Premises may not be altered by PERMITTEE in any way without prior written approval from the City Manager or its designee. Further, PERMITTEE agrees that major structural or architectural design alterations to structures, or installations may not be made on the Premises without the prior written approval from the City Manager or its designee.

6.05 Signs. PERMITTEE shall not erect or display any banners, pennants, flags,

posters, signs, decorations, marquees, awnings, or similar devices or advertising without the prior written consent of CITY. If any such unauthorized item is found on the Premises, PERMITTEE shall remove the item at its expense within **twenty-four (24)** hours of written notice thereof by CITY, or CITY may thereupon remove the item at PERMITTEE'S cost.

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

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

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 Division
South Building, Third Floor
300 North Coast Highway
Oceanside, CA 92054
Attention: Real Estate Manager**

**Copy to:
Housing & Neighborhood Services
City of Oceanside
321 N. Nevada Street
Oceanside, CA 92054
Attention: Neighborhood Services Director**

To PERMITTEE:

**Name: Interfaith Community Services, Inc
Address: 550 W. Washington Ave, Escondido CA 92025
Attention: Filipa Rios, Chief Operating Officer
Telephone: 619-366-2797
Email: frios@interfaithservices.org**

After Hours Emergency Related to Property, Premises and Appliances and Equipment:

**Maintenance Department
Tony Visco, Maintenance Supervisor
Mobile: (760) 801-1217**

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 PERMITTEE 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 PERMITTEE concerning the use and occupation of the Premises and supersedes all prior negotiations, representations, or agreements. Each party has relied on its own examination of the Premises, advice from its own attorneys, and the warranties, representations, and covenants of the Agreement itself.

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

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 PERMITTEE'S duties be delegated, without the express written consent of CITY. Any attempt to assign or delegate this Agreement without the express written consent of CITY shall be void and of no force or effect. A consent by CITY to one assignment, transfer, sublease, or delegation shall not be deemed to be a 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 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 of the defaulting party.

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

* PERMITTEE has previously been notified by CITY of PERMITTEE'S default under this Agreement and PERMITTEE, after beginning to cure the default, fails to diligently pursue the cure of the default to completion, or

*PERMITTEE shall voluntarily file or have involuntarily filed against it any petition under any bankruptcy or insolvency act or law, or

*PERMITTEE shall be adjudicated a bankruptcy, or

*PERMITTEE shall make a general assignment for the benefit of creditors.

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

6.13 Termination for Convenience. Either Party may terminate the Agreement for any reason by providing ninety (90) days written notice to the other Party.

6.14 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 applicable 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, to include all solid waste and recycling state regulations now in force, or hereinafter prescribed or promulgated.

6.15 Nondiscrimination. PERMITTEE agrees not to discriminate in any manner against or cause segregation of any person or persons on account of race, marital status, familial status, sex, gender, gender identity, gender expression, sexual orientation, religious creed, color, ancestry, national origin, age, citizenship, immigration status, primary language, source of income or physical or mental disability, medical condition, genetic information, veteran or military status in PERMITTEE'S use, occupancy, tenure or enjoyment of the Premises in accordance with California Fair Employment and Housing Act and the Unruh Civil Rights Act.

SECTION 7: SPECIAL PROVISIONS

7.01 Standards of Operation. PERMITTEE agrees that it shall operate and manage the services and facilities offered upon or from the Premises as described in this Agreement and in the Operating Agreement in a first-class manner and comparable to other similar facilities within San Diego County and Southern California areas which provide like programs and services.

7.02 Permittee's Employees. PERMITTEE shall provide an experienced and well qualified "on-site" supervisor to oversee all operations conducted by PERMITTEE on the Premises. PERMITTEE 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. PERMITTEE shall maintain a staff in adequate size and number, to CITY's reasonable satisfaction, to effectively operate, maintain and administer all Programs and services offered and located on the Premises. It is further understood that the equipment, apparatus and property on the Premises may not be used for or by any employee, volunteer or representative of PERMITTEE for their personal use or benefit, and may only be used on behalf of PERMITTEE.

PERMITTEE shall be required to perform background checks to the CITY'S standards on all PERMITTEE'S employees who are provided with key or fob access to the Property and Premises. For all Programs and services offered and conducted by PERMITTEE at the Property and Premises, a designated "on-site" supervisor must be present and responsible for following all safety and security protocol for the Property.

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 PERMITTEE causes an increase in the rate of insurance on the Premises, PERMITTEE may, at its option, pay such increase and PERMITTEE 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, Property or improvements thereon, or adjacent or other Premises, or improvements thereon, or to persons; provided, however, that nothing contained in this section shall preclude PERMITTEE 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 Continued Occupancy. PERMITTEE covenants and agrees to, and it is the intent of this Agreement that the PERMITTEE 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 PERMITTEE.

7.05 Cleaning and Sanitation. PERMITTEE is responsible for the cleaning and sanitation of the Premises on an ongoing basis.

7.06 City Recognition. PERMITTEE shall at all times make reasonable efforts to recognize the CITY in all promotional materials related to the "Uses" and "Programs" as set forth in Section 1.05 and further defined in the Operating Agreement, which may be updated from time to time by PERMITTEE and CITY, including but not limited to social media posts, news releases, brochures, flyers, and other print and media materials that are distributed by PERMITTEE. Furthermore, CITY reserves the right to limit or require changes to any materials or distributions

by PERMITTEE, in the event CITY, in its sole discretion, deems such materials are inappropriate and/or offensive in any way.

SECTION 8: SIGNATURES

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

(Remainder of page intentionally left blank)

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

CITY

THE CITY OF OCEANSIDE
a municipal corporation

APPROVED AS TO FORM

By  C. 1988
City Attorney


By _____
Jonathan Borrego
City Manager

Date _____

Date _____

PERMITTEE

INTERFAITH COMMUNITY SERVICES, INC.
a California nonprofit corporation

By 
Filipa Rios
Chief Operating Officer

Date 7/24/25

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

CALIFORNIA CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of SAN DIEGO)

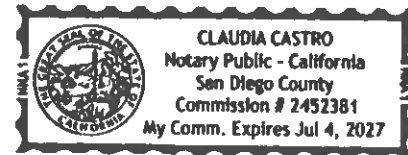
On 24 JULY 2025 before me, CLAUDIA CASTRO, NOTARY PUBLIC,
(here insert name and title of the officer)

personally appeared FILIPA RIOS

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.

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

ccastro

(Seal)

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of _____

containing _____ pages, and dated _____

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s) _____
Title(s) _____

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other: _____

representing: _____
Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

- ☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)
☐ _____

EXHIBIT A

PROPERTY, PREMISES, OTHER USES AND PARKING LOT DESCRIPTION AND LAYOUT



EXHIBIT B
Appliances and Equipment

Description	No.
APPLIANCES AND EQUIPMENT	
Commercial electric super-capacity dryer	1
Commercial electric super-capacity washer	1
Commercial stackable electric washer/dryer	4
Two-door commercial refrigerator *	1
Two-door commercial freezer *	1
Warming oven *	1
Commercial microwave	1
Warming serving table *	1
Serving counter	1
Dishwasher	1



RESOLUTION OF THE BOARD OF DIRECTORS

OF

INTERFAITH COMMUNITY SERVICES, INC.

Authorized Signatory for Contracts & Financial Instruments

The Board of Directors of Interfaith Community Services, Inc., at the monthly Board of Directors meeting held on June 25, 2025, hereby resolves to authorize Dr. Kadri Webb, Chair of the Board, Greg Anglea, Chief Executive Officer, or Filipa Rios, Chief Operating Officer, to sign grant applications and contracts during the **2025–2026 fiscal year (July 1, 2025–June 30, 2026)** on behalf of Interfaith Community Services, Inc., when timing does not allow for full board review at a regularly scheduled board meeting.



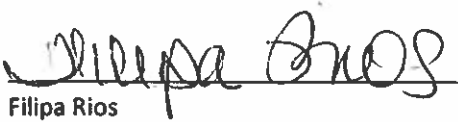
Dr. Kadri Webb
Chair of the Board

June 25, 2025
Date



Greg Anglea
Chief Executive Officer

June 25, 2025
Date



Filipa Rios
Chief Operating Officer

June 25, 2025
Date

Adopted on this 25th day of June, 2025



Lisa Brinig
Secretary, Board of Directors