

SAN DIEGO CONVENTION CENTER  
LICENSE AGREEMENT  
License # 2104102  
ACF Purchase Order# 75ACF121P00015  
Requisition# ACF274871

This License Agreement ("Agreement") dated as of March 26, 2021, is entered into by and between the San Diego Convention Center Corporation, Inc., a California nonprofit public benefit corporation, with corporate offices located at 111 West Harbor Drive, in San Diego City and County, California ("Corporation") and the Administration for Children and Families' Office of Refugee Resettlement ("ORR") ORR with primary offices located at 330 C Street, SW, Washington, DC 20201. Corporation and ORR may each be referred to as a "Party" and collectively as the "Parties."

RECITALS

A. The San Diego Convention Center ("Center") is owned by the San Diego Unified Port District ("Port"). Through the 1998 Convention Center Management Agreement by and between the Port and the City of San Diego ("City"), the Port gave the City the exclusive right to continuously operate and manage the Center for specified purposes such as conventions, trade shows, meetings, banquets, exhibitions, entertainment, and performances. Pursuant to the Third Amended and Restated Management Agreement dated July 22, 2005, between the City and the Corporation, the City granted Corporation the exclusive right to manage operations at the Center for specific permitted uses identified in the Management Agreement between the City and the Port.

B. Any proposed use of the Center for purposes other than what is identified in the Management Agreement requires the consent of the City and the Port. Through separate letters issued to the Corporation, both the City and the Port have consented to the short-term license for the purposes described in this Agreement on an emergency need basis.

For and in consideration of the promises, the mutual covenants, terms, and conditions contained in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

1. License. ORR seeks to license portions of the Center and associated support space, as further described and depicted on Exhibit "A" ("Licensed Area"), for the purpose of establishing a temporary emergency unaccompanied minor intake site (the "Permitted Purpose"). Corporation grants ORR a limited, short-term, exclusive license to use the Licensed Area during the Term (as defined below) solely for the Permitted Purpose with a maximum capacity of 1,450 minors. ORR acknowledges that neither it, nor its guests, volunteers, employees, agents, contractors, patrons, or invitees of any kind (including minors) may use any other place within the Center, unless expressly permitted and under such terms and conditions as set forth by

Corporation. ORR understands and agrees that this Agreement is a license for use of the specified Licensed Area as specifically set forth in the Exhibit "A" only, and that it is not and does not constitute a lease or other rental agreement that would confer on ORR any rights as a tenant under California landlord-tenant laws, including any rights to prior notice or cure under such laws, and ORR's right to occupy and use the Licensed Area may be terminated in accordance with the terms set forth in this Agreement.

2. Term. This Agreement is for a short-term license of the Licensed Area within the Center for a period of time commencing on March 26, 2021 and terminating on July 15, 2021, unless sooner terminated pursuant to the provisions of this Agreement ("Term"). The Term may be extended, upon mutual agreement of the parties on or before May 1, 2021, subject, however, to State Government event reopening plans in addition to the Corporation successfully negotiating the relocation of a user that is under contract for use of the Licensed Area through mutually agreed upon extension period.

3. Fee. As consideration for this Agreement, ORR shall pay Corporation a daily license fee in the amount of \$152,850 per day ("Fee"). In addition to the Fee, ORR shall be responsible to reimburse Corporation for all reasonable expenses incurred by Corporation as a result of this Agreement, including, without limitation, those shown on the attached schedule of positions ("Exhibit B") related to labor based on actual hours incurred at the stated rate as a result of this Agreement; PPE supplies, utilities, and trash removal shall be paid by ORR based on actual usage; Telecomm and A/V services, will be included in the Corporation's billing to ORR as a pass-through expense for Corporation's exclusive partners at their billed rates (collectively referred to as "Expenses"). Expenses shall be reimbursed as follows: Corporation shall bill ORR in the format dictated by ORR on a monthly basis, and ORR shall reimburse Corporation in a manner consistent with its normal payment process and billing cycle, i.e., within thirty (30) days of receipt of invoice. The first billing cycle will include all fees associated with cost from March 26, 2021 through April 24, 2021; and every 30 days thereafter.

- a. Contingency funds in the amount of \$2,317,996.80 (10% of total cost for period from the start date of the Contract, March 26, 2021 through July 15, 2021).
- b. Contractor is required to request use of contingency funds through a Contracting Officer Approval (COA) process. When billing the federal government the Contractor shall provide the number given at the time of COA.

4. Corporation's Duties. With regard to the Licensed Area for the duration of the Agreement, Corporation shall be responsible for:

- Preparation of licensed space per approved fire marshal specifications by setting up cots, tables, chairs, pipe and drape, air walls and all other agreed upon equipment needs;
- Installation of electrical drops, water outlets and necessary operational needs;
- Basic janitorial services to include cleaning, bathroom refresh, sanitation, waste removal with the exception of medical waste, which shall remain the sole responsibility of ORR;
- Grounds maintenance;

- Deep cleaning and sanitation of licensed space and venue owned equipment at the end of the term;
- Asset protection security services in the front driveway, loading dock area, medical halls and facility perimeter;
- Incident Command dedicated personnel 6am – 10pm;
- Guest Services in lobby to monitor common space;
- Event Management liaison point of contact 6am – 10pm;
- HVAC and temperature control;
- Electrical drops and connection points;
- Plumbing support;
- Purchase of all needed PPE for SDCC staff and cleaning supplies for infectious disease control;
- Telecomm needs;
- A/V needs; and
- 24-hour, seven days per week fire watch services.
- Coordinate parking needs with Port of San Diego

5. ORR's Duties. ORR shall be responsible for:

- All aspects of the operation of the Permitted Purpose, including but not limited to, the coordination, staffing, and operational plan, a copy of which plan shall be provided to Corporation and the City;
- Obtaining a City-approved safety plan;
- Obtaining approval for any changes to floor plans/configuration from the City and fire marshal;
- The security, safety, and wellbeing of any individual who enters the Licensed Area including all access control to and from the Licensed Area and all security within and around the Licensed Area;
- Badging and tracking of children within the facility;
- The removal of all medical waste from the Licensed Area;
- All other activities conducted within the Licensed Area, including but not limited to except those services to be provided by Corporation as specifically described above;
- The provision of all equipment and supplies necessary to carry out ORR's operation; and
- Providing all supplies needed for infectious disease control, social distancing protocol, and sanitization of guests.
- Providing the City and the County of San Diego with regular weekly updates on numbers, intake and any other information relative to the care of migrants at the Center.

6. No Warranties / Damage. ORR agrees to not allow any party to do any act or suffer any act to be done which shall mar, deface, injure, or damage any part of the Licensed Area. Upon expiration of the Term, ORR shall deliver the Licensed Area to Corporation in as good condition and repair and in the condition received at the beginning of the Term, excepting normal wear and tear. ORR will pay for any damages/repairs beyond normal wear and tear. Corporation

makes no warranty or representation to ORR of any kind (express or implied) regarding the suitability of or compliance with applicable laws by the Center, or any portion thereof, for any aspect of the use ORR expects or intends to make of the Center, including the Permitted Purpose, and Corporation is delivering the Licensed Area to ORR "AS IS," "WHERE IS" and "WITH ANY AND ALL FAULTS."

7. Limitation of Liability. Corporation, the City, and the Port shall not be liable to any party for any claims, suits, losses, injuries, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees and expenses) of any nature whatsoever, foreseen and unforeseen, including but not limited to death, personal injury and/or property damage ("Claims or Costs"), occasioned in connection with, arising or alleged to arise from, wholly or in part, ORR's use, occupancy, or exercise of control of the Licensed Area pursuant to this Agreement. Neither Corporation, the City, or the Port, nor any of their respective officers, directors, partners, contractors, employees, or agents shall be responsible or liable for any loss or damage to the persons or personal property of ORR or its employees, agents, volunteers, or invitees, licensees, or minor individuals in connection with ORR's use of the Licensed Area hereunder. ORR acknowledges and agrees that all of its property or property of others in the Licensed Area shall be used in the Licensed Area at the sole risk of ORR, and ORR hereby waives and releases Corporation, the City, and the Port from any and all Claims or Costs to the fullest extent permitted by law and without waiving any governmental immunity under applicable law. In the event of any Claims or Costs presented to Corporation, the City or the Port arising out of ORR's operation and use of the Licensed Area for the Permitted Purpose, ORR shall not look to Corporation, the City, or the Port for indemnification or defense but rather shall assume the defense of Corporation, the City, and the Port, through legal counsel reasonably selected by each such entity, to the fullest extent permitted by law and without waiving any governmental immunity under applicable law.

ORR acknowledges that SARS-CoV-2/COVID-19 has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is thought to spread mainly through close contact from person-to-person. Corporation cannot guarantee that ORR's guests, volunteers, employees, agents, contractors, patrons, or invitees of any kind (including minors) will not become infected with SARS-CoV-2/COVID-19 or contract or spread any other contagious illness or disease at the Center. ORR shall defend and hold harmless Corporation, the City, and the Port, to the fullest extent permitted by law and without waiving any governmental immunity under applicable law against all claims by ORR's guests, volunteers, employees, agents, contractors, patrons, or invitees of any kind (including minors) arising out of or related to infection with SARS-CoV-2/COVID-19 or the occurrence of any other illness or disease, whether before, during or after attendance at the Center.

Corporation follows EPA and manufacturers' registered label instructions with respect to its use of cleaning and disinfecting products. Notwithstanding anything herein to the contrary, Corporation does not make any representations or warranties with respect to the risks or harm associated with the cleaning and disinfection products used. ORR agrees that Corporation is not

liable or responsible for any injuries, damages, discoloration, wear, and tear, etc. from cleaning and/or disinfecting or the products used during cleaning and/or disinfecting. Corporation does not make any representations with respect to the ability of the cleaning services to control or prevent the contracting or spread of any virus or other illness or disease, including but not limited to the SARS-CoV-2/COVID-19. ORR agrees that Corporation is not liable or responsible for any contraction or spread of any virus or other illness or disease, including but not limited to SARS-CoV-2/COVID-19.

ORR agrees to abide by posted rules, protocol, warnings, and instructions at the Center, along with all applicable laws, rules, regulations and guidance from government or public health authorities with respect to cleaning and sanitizing items and frequently touched surfaces within the Licensed Area.

This Section 7 is solely for the benefit of the Parties and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity, except as expressly provided in this Section 7, such as the defense and indemnification protections in favor of the Corporation, the City and the Port. The provisions of this Section 7 shall survive the expiration or any earlier termination of this Agreement.

8. No Relationship between Corporation and Individuals Subject to Intake at the Center. Throughout the Term, Corporation, City, and the Port owe no direct duty to the individuals subject to intake procedures or care in the Licensed Area at the Center. Corporation, the City, and the Port shall not be responsible for the security, safety, or wellbeing of any individual who enters the Licensed Area for any reason. ORR acknowledges and agrees that no protected personal information will be provided to Corporation under this Agreement and that nothing herein requires or permits Corporation to access, store, use or transmit protected personal information of any individual.

9. Termination. Notwithstanding the Term set forth above, this Agreement may be terminated anytime by ORR heretofore without cause on no less than seven (7) days' prior written notice to Corporation.

10. Abandoned or Lost Property. Any equipment or personal property belonging to ORR, its guests, volunteers, employees, agents, contractors, patrons, or invitees of any kind (including minors) which remains in the Center or the Licensed Areas after the Term of this Agreement, shall be deemed abandoned and may be disposed of by Corporation at ORR's sole expense. Corporation shall assume no responsibility for losses caused by theft, disappearance or abandonment of equipment or personal property.

11. Counterparts; Facsimile or Scanned Signatures. This Agreement may be signed in counterparts, and the counterparts taken together shall be deemed an original executed Agreement. A signature may be delivered to the parties by fax or scanned and e-mailed

document, and such fax or scanned signature shall be accepted and effective as an original signature.

12. Right of Entry. Duly authorized representatives of Corporation and the City, through the Office of the Mayor, shall have unfettered access to, and right to enter, all areas of the Center including the Licensed Area at any time provided that such entry does not interfere with ORR's use.

13. Miscellaneous. This Agreement constitutes the entire Agreement and understanding of the parties with respect to its subject matter, and supersedes any and all prior agreements, understanding, or communications between the parties whether written or oral. This Agreement may not be amended except by a writing signed by both Parties and consented to in writing by both the City and the Port. This Agreement shall be binding upon and inure to the benefit of all successors and permitted assigns. If any provision of this Agreement is declared invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which shall remain in full force and effect. Each Party shall comply with all laws, regulations, statutes, and ordinances applicable to it in connection with its activities and performance under this Agreement.

*[SIGNATURES ON FOLLOWING PAGE]*

The Parties have signed this Agreement as of the date first written above.

CORPORATION

 3/26/21  
Rip Rippetoe, President & CEO

ADMINISTRATION FOR CHILDREN AND FAMILIES

**Evelyn S.**  
**Tyndell -S**

Digitally signed by Evelyn  
S. Tyndell -S  
Date: 2021.03.26 20:45:28  
-04'00'

By: Evelyn S. Tyndell, Contracting Officer  
Office of Government Contracting Services



## Addendum 01

This addendum addresses invoice instructions to ensure Contractor is reimbursed for services provided.

The base cost is as follows:

CLIN	Service	Amount
0001	Facility Rental	\$17,119,200
0002	Ancillary Services	\$4,102,784
0003	Expenses	\$907,984
0004	Utilities (Not to Exceed)	\$1,050,000
0005	Contingency Funding (10%)	\$2,317,996.80
Total		\$25,497,964.80

**Total Contract Cost \$25,497,964.80**

### Invoices – Commercial

#### (1) Invoice Submission

The contractor shall submit invoices under this contract once per month. Invoices shall be submitted in accordance with the contract terms.

A proper invoice, with all required back-up documentation shall be sent electronically, via email,  
to:

- 1) Contracting Officer's Representative (COR): [Paul.Marsalese@hhs.gov](mailto:Paul.Marsalese@hhs.gov)
- 2) Contracting Officer: [Evelyn.Tyndell@acf.hhs.gov](mailto:Evelyn.Tyndell@acf.hhs.gov)
- 3) Financial Management Services: [psc\\_invoices@psc.hhs.gov](mailto:psc_invoices@psc.hhs.gov)
- 4) Acquisition Management Services: [psc\\_sas.invoices@psc.hhs.gov](mailto:psc_sas.invoices@psc.hhs.gov)

The subject line of the invoice submission email shall contain the contract number, order number (if applicable), and the number of invoices contained within. Each invoice shall be submitted as a single file, limited in size to 25MB, which includes all required back-up documentation based on the contract type. In the event an invoice file exceeds the size limitation, the contractor shall contact the Contracting Officer to provide all required supporting documentation. The email may have multiple invoices for the contract. Invoices must be in the following formats: PDF, TIFF, or Word. No Excel formats will be accepted. The electronic file cannot contain multiple invoices; example, 10 invoices requires 10 separate files.



## (2) Invoice Elements

Invoices must include all elements required by FAR 52.212-4(g). The contractor is required to include electronic funds transfer (EFT) banking information. In accordance with the requirements of the Debt Collection Improvement Act of 1996, all payments under this contract will be made by electronic funds transfer (EFT). The Contractor shall provide financial institution information to the Finance Office designated above in accordance with FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management.

Additionally, the Program Support Center (PSC) requires:

(i) Invoices must break-out price/cost by contract line item number (CLIN) as specified in the pricing section of the contract.

(ii) Invoices must include the Dun & Bradstreet Number (DUNS) of the Contractor.

(iii) Invoices that include time and materials or labor hours CLINS must include supporting documentation to (1) substantiate the number of labor hours invoiced for each labor category, and (2) substantiate material costs incurred (when applicable).

## (3) Prompt Payment Act

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.