



Real Estate Assets Department
SDC003

EMERGENCY MEDICAL SERVICES AUTHORITY (EMSA)

N303R1-003-A00

Document Type

LEGAL DOCUMENTS



Sub - Category

AGREEMENTS



26



Department of Real Estate and Airport Management

September 27, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

The City has received the Emergency Medical Services Authority's (EMSA) request via a phone call on September 23, 2022 to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on September 30, 2022 and expiring on October 29, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,

Penny Maus
Penny Maus (Oct 12, 2022 13:56 PDT)
Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period September 30, 2022
through October 29, 2022.

Emergency Medical Services Authority
By: Richard Trussell Digitally signed by Richard Trussell
Date: 2022.10.07 11:16:44 -0700
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division



Department of Real Estate and Airport Management

August 31, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

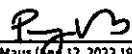
The City has received the Emergency Medical Services Authority's (EMSA) May 20th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on August 31, 2022 and expiring on September 29, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (619) 236-6987
Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period August 30, 2022
through September 29, 2022.

Emergency Medical Services Authority

By: Rick Trussell 8-30-22

Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division



Department of Real Estate and Airport Management

August 1, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

The City has received the Emergency Medical Services Authority's (EMSA) May 20th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on August 1, 2022 and expiring on August 30, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

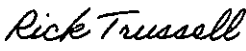
Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (6/12/2022 19:12 PDT)
Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period August 1, 2022
through August 30, 2022.

Emergency Medical Services Authority

By:  7-29-22
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division

June 27, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

The City has received the Emergency Medical Services Authority's May 20th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on June 30, 2022 and expiring on July 30, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,

Penny Maus
Penny Maus (Jun 28, 2022 13:59 PDT)

Penny Maus, Director
Department of Real Estate and
Airport Management

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period June 30, 2022
through July 30, 2022.

Emergency Medical Services Authority

By: Rich Trussell
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division

May 26, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

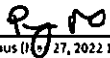
The City has received the Emergency Medical Services Authority's (EMSA) May 20th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on May 31, 2022 and expiring on June 29, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (10/27/2022 14:20 PDT)

Penny Maus, Director
Department of Real Estate and
Airport Management

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period May 31, 2022
through June 29, 2022.

Emergency Medical Services Authority

By: 

Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division

May 9, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

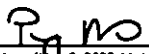
The City has received the Emergency Medical Services Authority's March 15th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on May 1, 2022 and expiring on May 31, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (P) / 9, 2022 11:41 PDT

Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period May 1, 2022 through
May 31, 2022.

Emergency Medical Services Authority

By: 
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division

Department of Real Estate and Airport Management

March 22, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

The City has received the Emergency Medical Services Authority's March 15th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on April 1, 2022 and expiring on April 30, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (Mar 24, 2022 14:25 PDT)

Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period April 1, 2022
through April 30, 2022.

Emergency Medical Services Authority

By: 
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division

December 21, 2021

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services
Authority License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

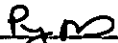
The City has received the Emergency Medical Services Authority's December 14th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on December 30, 2021 and expiring on January 30, 2022.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (Dec 21, 2021 17:47 PST)

Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period December 30, 2021
through January 30, 2022.

Emergency Medical Services Authority


By: Elizabeth Barnett (Dec 21, 2021 12:33 CST)
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division



Department of Real Estate and Airport Management

November 23, 2022

Emergency Medical Services Authority
Richard Trussell
Chief Fiscal, Administration, and Information Technology Division
10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670

Subject: Extension of License: City of San Diego / Emergency Medical Services Authority
License / 4425 Bannock Avenue, San Diego, California 92117

Dear Mr. Trussell:

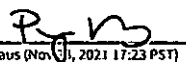
The City has received the Emergency Medical Services Authority's November 11th e-mail request to extend the above-referenced license agreement for the use and occupancy of the City-owned property located at 4425 Bannock Avenue ("License") to provide Monoclonal Antibody therapy to patients with COVID-19 and to provide early therapy to San Diego residents to help reduce hospitalization.

The City has determined that all of the requirements set forth in Section 6, Term of the License are met, and is agreeable to extending the License under the same terms and conditions for an additional one (1) month period commencing on November 29, 2021 and expiring on December 29, 2021.

In accordance with Section 6, please sign where indicated below and return the original signed document to the City, to indicate that EMSA is also agreeing to extend the License for the above-referenced period under the same terms and conditions.

Should you have any questions, please contact Nicole McGinnis, Program Manager at (619) 236-6987.

Sincerely,


Penny Maus (Nov 23, 2021 17:23 PST)

Penny Maus
Director

Emergency Medical Services Authority
approves the extension of the Term of the
License for the period November 29, 2021
through December 29, 2021.

Emergency Medical Services Authority

By:  11-28-2021
Richard Trussell
Chief Fiscal, Administration, and
Information Technology Division

CITY OF SAN DIEGO

LICENSE AGREEMENT

THIS CITY OF SAN DIEGO PUBLIC PURPOSE LICENSE ("License") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and STATE OF CALIFORNIA, EMERGENCY MEDICAL SERVICES AUTHORITY (EMSA), ("LICENSEE"), to be effective when signed by the parties and approved by the San Diego City Attorney and general counsel of the LICENSEE (the "Effective Date").

RECITALS

- A. CITY owns that certain real property located at 4425 Bannock Avenue, San Diego, California 92117 (the "Property"), which is improved with a one-story building consisting of approximately 5,860 square feet, known as the Cathy Hopper Clairemont Friendship Center, as more particularly depicted in **Exhibit "A"** (the "License Area").
- B. On February 14, 2020, the San Diego County Public Health Officer issued a Declaration of Local Health Emergency, pursuant to California Health and Safety Code section 101080, as a result of the international COVID-19 pandemic. Additionally, on February 14, 2020, pursuant to California Government Code sections 8630-8634 (Emergency Services Act), the Chief Administrative Officer, serving as the County of San Diego Director of Emergency Services and as the Coordinator of the Unified San Diego County Emergency Services Organization, issued a Proclamation of Local Emergency regarding COVID-19. On February 19, 2020, the San Diego County Board of Supervisors ratified the Declaration of Local Health Emergency and Proclamation of Local Emergency.
- C. On March 4, 2020, the Governor of California declared a state of emergency as result of the threat of the novel coronavirus (COVID-19). On June 4, 2021, Governor Newsom announced that the State of California's state of emergency would not be lifted on June 15, 2021, when the California economy reopens because of the need to continue operating various programs to address the continued impacts of the pandemic.
- D. On March 12, 2020, the Mayor of the City of San Diego proclaimed that a local emergency currently exists, and has existed since February 14, 2020, due to the continued threat of spread of COVID-19, and on March 17, 2020, the City Council ratified the declaration of a state of local emergency. As recently as August 3, 2021, the City Council proclaimed that the state of local emergency shall be deemed to continue until its termination is proclaimed by City Council.
- E. The Emergency Services Act allows the County and City to provide mutual aid to any affected area in accordance with local ordinances, resolutions, emergency plans, or agreements therefor. The monoclonal antibody combination treatment from Regeneron has been authorized for emergency use by the FDA to treat mild to moderate COVID-19 in adults and pediatric patients (12 years of age and older weighing at least 40 kg / 88 lbs.) with positive results of direct SARS-CoV-2 (the virus that causes COVID-19) viral testing, and who are at high risk for progressing to severe COVID-19 and/or hospitalization. This treatment has been shown in clinical trials to reduce COVID-19-related hospitalization and emergency room visits.

Throughout the course of the state of emergency, the strain that has been placed on the hospital system has been well documented, and having an adequate number of available hospital beds has been one of the key indicators measured in order to allow the State of California and the City of San Diego to reopen the economy.

- F. CITY and LICENSEE desire to enter into a temporary short-term license to use the License Area to allow LICENSEE to provide COVID-19 testing and temporary emergency medical treatment for medically eligible, symptomatic COVID-19 positive patients whose COVID-19 symptoms have developed within the last 10 days. Treatment will be provided at no cost to all medically eligible individuals regardless of health insurance or immigration status. Based on the clinical trial results, it is believed that treatment in this manner will alleviate the suffering and distress of those patients eligible to receive the treatment, and will also help to minimize the required number of emergency room visits and hospital stays for those patients, thereby alleviating the burden on the hospital system.
- G. City identified the License Area at the request of LICENSEE, and determined that the License Area is currently the only facility which is immediately available for the License Use. While the License Area is located on dedicated parkland, and has previously been used for park and recreation purposes, specifically a senior center, as a result of the COVID-19 pandemic, in July 31, 2021, the City's previous lessee requested to terminate its lease early due to an inability to operate, and according to the lessee, a lack of interest or willingness by the senior population to return to the center for the previous uses.
- H. Currently, the License Area is not regularly used by the public. The City does not have available staff to keep the License Area open to the public and will be seeking requests for proposals for the future use of the License Area. The City anticipates that this process will take several months, and in the interim, the License Area would be closed to the public and would be unused for a significant majority of the time. In addition to staffing and resource issues, as a result of the COVID-19 pandemic and the guidance received from federal, state, and county health officials, the City is also primarily encouraging and providing outdoor park and recreation uses at this time.

FOR VALUABLE CONSIDERATION, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. Occupancy. Subject to the terms and conditions of this License, CITY hereby grants permission to LICENSEE, its officers, employees, agents, contractors, invitees, and guests to enter upon and occupy that certain CITY-owned real property located at 4425 Bannock Avenue, San Diego, CA 92117, which is improved with a one-story building consisting of approximately 5,860 square feet, known as the Cathy Hopper Clairemont Friendship Center and more particularly described in the attached **Exhibit A: License Area**, ("**License Area**") solely for the purpose of the License Use.
- 2. Use of License Area. LICENSEE may use the License Area on an exclusive basis solely for the purpose of conducting COVID-19 testing and operating a Monoclonal Antibody Regional Center that will provide out-patient life-saving early treatment at no cost to persons with mild and moderate COVID-19 ("**License Use**") and for no other purpose whatsoever without CITY'S prior written consent in each instance. The operating hours will be seven (7) days per

week from 7 am to 7 pm.

3. Waiver of Rent and Processing Fee. The standard processing fee and rent are hereby waived due to the public purposes, that LICENSEE will provide through the License Use. Specifically, the License Use will be provided at no costs to persons suffering from COVID-19 on an out-patient bases, and is anticipated to reduce the suffering and distress of those persons, and to reduce the number of patients that will require treatment at a hospital or in an intensive care unit all of which furthers the public purposes of public health and safety.
4. Governmental Approvals. By entering into this License, neither CITY nor CITY's City Council is obligating itself to LICENSEE or to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to LICENSEE'S use of the License Area. Discretionary action includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.
5. CITY'S Consent, Discretion. Whenever required under this License, CITY'S consent or approval shall mean the written consent or approval of CITY'S Mayor, or his or her designee, ("Mayor"), unless otherwise expressly provided or required by law. CITY'S discretionary acts hereunder shall be made in the Mayor's discretion, unless otherwise expressly provided or required by law.
6. Term. The term of this License ("Term") will commence on August 28, 2021 and will expire three (3) months later on November 28, 2021, subject to earlier termination as set forth in this License, including termination and/or revocation by either party as set forth in Section 7. The Parties may agree to extend the Term for an additional 30 day period provided that all of the following requirements are met: (i) the State of Emergency related to COVID-19 remains in place at the expiration of the Term; (ii) the License Use is still deemed necessary to reduce the distress and suffering caused by COVID-19; and (iii) the License Use has not and will not interfere with use of the remainder of the North Clairemont Park by the public for park and recreation purposes as determined by the City in its sole discretion. If the Parties agree to extend the term, such an extension shall be accomplished through a written document signed by both Parties agreeing to extend the Term. The Parties may agree to extend the Term for multiple 30 day periods so long as the requirements for an extension are met. Even if all of the requirements to extend the Term are met, either Party may choose not to extend the Term, in that Party's sole discretion.
7. Revocable License. This License is not a lease. It is a license to use CITY-owned property, and may be revoked or terminated at will by CITY, in its sole discretion, upon three (3) days prior written notice delivered to LICENSEE. CITY shall not be obligated for any loss, financial or otherwise, which may be incurred by LICENSEE as a result of such revocation or the termination of this License. LICENSEE expressly waives any claim for expense, burden or loss which LICENSEE might incur as a result of CITY'S revocation or termination of this License. LICENSEE may also terminate this License at will, in LICENSEE's sole discretion, upon three (3) days prior written notice to CITY.
8. No Holdover. If LICENSEE continues to occupy the License Area after the expiration or earlier termination of this License, such occupancy shall neither constitute a renewal or extension of this License, nor give LICENSEE any rights in or to the License Area. If

LICENSEE continues to occupy the License Area after the expiration or earlier termination of this License, CITY may demand and receive from LICENSEE rent for the License Area calculated on a per diem basis at the then market rental rate to be determined as of the date of the expiration or termination of this License by qualified City staff, by the CITY in its sole discretion. CITY'S acceptance of such rent shall neither constitute a renewal or extension of the license, nor give LICENSEE any rights in or to the License Area.

9. Restore and Vacate. Prior to the expiration or early termination of this License, LICENSEE shall restore the License Area to its condition prior to the LICENSEE's use of the License Area for the License Use, normal wear and tear excepted, and upon such expiration or earlier termination immediately vacate the License Area.
10. Superior Interests. This License is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits, and licenses, easements, and rights-of-way pertaining to the License Area, whether or not of record. LICENSEE shall 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 License Area, relative to any such superior interest. If LICENSEE'S use of the License Area is or becomes inconsistent or incompatible with a preexisting, superior interest, LICENSEE shall 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.
11. Maintenance of the License Area. As it relates to LICENSEE's actual use and activities, LICENSEE shall, at LICENSEE'S sole cost and expense and to CITY'S satisfaction, maintain the License Area in good order and repair and in a safe, healthy, and sanitary condition at all times during the Term, subject to normal and ordinary wear and tear resulting from the License Use. CITY shall at no time during the Term be required to make any improvements or repairs to the License Area. LICENSEE shall keep the License Area free and clear of rubbish, debris, and litter caused by the License Use.
12. Inspection. CITY may at all times enter and inspect the License Area. LICENSEE is aware that CITY will be issuing a Request for Proposals for the permanent use of the License Area. If the CITY wishes to conduct a site visit, virtual or in-person, for potential respondents, this will be accommodated either, prior to or after operating hours or as coordinated with LICENSEE. All persons physically entering the License Area will be provided with, and required to use, the appropriate personal protective equipment to comply with the protocol of LICENSEE's operations before entering the License Area.
13. Utilities. LICENSEE shall order, obtain, and pay for all utilities and service and installation charges in connection with its use of the License Area. LICENSEE shall not install any utilities without the express written consent of CITY.
14. Improvements/Alterations. LICENSEE shall not construct any improvements, structures, or installations on the License Area, and shall not alter the License Area without the express written consent of CITY. CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the License Area.
15. Insurance. LICENSEE shall not enter or come onto the License Area, nor begin any use of the

License Area under this License until it has done all of the following: (a) obtained, and provided to the CITY, insurance certificates reflecting evidence of all insurance required below, however, the CITY reserves the right to request, and the LICENSEE shall submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed that all policies contain the specific provisions required below. LICENSEE's liabilities, including but not limited to LICENSEE's indemnity obligations, under this License, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this License and LICENSEE's failure to maintain or renew coverage or to provide evidence of renewal during the term of this License may be treated as a material breach of contract by the CITY. The LICENSEE shall not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the duration of this License.

15.1 Types of Insurance. At all times during the term of this License, the LICENSEE shall 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 shall cover liability arising from any and all personal injury or property damage in the amount of \$2 million per occurrence and subject to an annual aggregate of \$4 million. There shall 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 shall be outside the limits of the policy.
- b. Commercial Automobile Liability. For all of the LICENSEE's automobiles including owned, hired and non-owned automobiles, the LICENSEE shall 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 shall reflect coverage for any automobile (any auto).
- c. Causes of Loss-Special Form Property Insurance. LICENSEE shall obtain and maintain, at its sole cost, Causes of Loss-Special Form Property Insurance on all of LICENSEE's insurable property related to the Allowed Uses of the Premises under this License or the Premises in an amount to cover 100 percent (100%) of the replacement cost. LICENSEE shall deliver a certificate of such insurance to the CITY's Real Estate Assets Department.
- d. Workers' Compensation. For all of the LICENSEE's employees who are subject to this License and to the extent required by the applicable state or federal law, the LICENSEE shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide a minimum of \$1 million of employer's liability coverage, and the LICENSEE shall provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents and

representatives.

- e. Professional Liability. (Errors and Omissions) Insurance with limits no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

15.1.2 Deductibles. All deductibles on any policy shall be the responsibility of the LICENSEE and shall be disclosed to the CITY at the time the evidence of insurance is provided.

15.1.3 Acceptability of Insurers. Except for the State Compensation Insurance Fund, all insurance required by this License or in the Special General Conditions shall 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 the CITY. The CITY will accept insurance provided by non-admitted, "surplus lines" carriers on 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 of the requirements for policies of insurance provided by admitted carriers described herein.

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

15.1.5 Accident Reports. LICENSEE shall immediately report to CITY any accident causing property damage or injury to persons on the License Area or otherwise related to the License Use. Such report shall 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.

15.1.6 Required Endorsements. The following endorsements to the policies of insurance are required to be provided to the CITY before entering onto the License Area or initiating any of the License Use under this License.

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 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 you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.

- 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 shall be in excess of Contractor's insurance and shall not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that the LICENSEE's insurance shall 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 shall 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 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 LICENSEE.
- ii. Severability of Interest. The policy or policies must be endorsed to provide that LICENSEE's insurance shall 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 shall provide cross-liability coverage.
- iii. Waiver of Subrogation. The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against the 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 the CITY.

15.1.7 Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

- a. The Retroactive Date must be shown and must be before the date of the contract or beginning of contract work.
- b. Insurance must be maintained and evidence of insurance must be provided for

at least five (5) years after completion of the contract of work.

- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Licensee must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

15.1.8 Self-Insurance. Notwithstanding the insurance provision of this section 15 to the contrary, LICENSEE shall have the right to self-insure with respect to any of the insurance required to be carried by LICENSEE under section 15, provided that (a) LICENSEE has not assigned its interest in this Agreement to any other entity; (b) LICENSEE governs and manages (either internally or through a third party administrator) its self-insurance program, and maintains sufficient reserves on its balance sheet committed to its self-insurance program liabilities, in a manner consistent with comparable programs managed by cities of comparable size and population; and (c) applicable laws(s) do not prohibit or render unenforceable LICENSEE'S indemnification obligations under this Agreement.

16. Indemnification & Hold Harmless. LICENSEE shall protect, defend, indemnify, and hold CITY, 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 LICENSEE'S officers, employees, agents, contractors, invitees and guests, which arise out of or are in any manner directly or indirectly connected with this License or LICENSEE'S occupancy, use, development, maintenance, or restoration of the License Area, including damages arising out of release of hazardous materials and bio-hazardous materials, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that LICENSEE'S duty to indemnify and hold harmless shall 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 election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. ~~If CITY chooses at its own election to conduct its own defense, participate in its own defense, or obtain independent legal counsel in defense of any claim related to this indemnification, LICENSEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.~~ pm 

17. No Discrimination. LICENSEE shall not discriminate in any manner against any person or persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, marital status, or physical disability in LICENSEE'S use of the License Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

18. Local Business and Employment. LICENSEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. LICENSEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this License from local residents and firms as opportunities occur. LICENSEE agrees to hire qualified local residents and firms

whenever feasible.

19. LICENSEE's Risk. LICENSEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with the License Use and any damages to the improvements on, under, or in the vicinity of the License Area resulting directly or indirectly thereby.
20. Nuisance and Noise Disturbances. LICENSEE shall not use the License Area in any manner which, in the opinion of the CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates the CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).
21. No Interference with Public's Use of Park. LICENSEE shall not use the License Area in any manner which, in the opinion of the CITY interferes with the public's use and enjoyment of the North Clairemont Park in which the License Area is located, except that LICENSEE may prohibit entrance into the License Area to anyone (other than City personnel) that is not engaged in the License Use.
22. No Assignment. LICENSEE shall not assign any rights granted by this License nor any interest therein without the prior written approval of the CITY. Approval of any such proposed assignment may be withheld at the sole and absolute discretion of the CITY. Any assignment by operation of law shall automatically terminate this License.
23. Signs. LICENSEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising in the License Area without CITY's prior written consent, except that LICENSEE may erect temporary directional signage to assist patients in accessing the LICENSEE'S services provided as part of the License Use. If any such unauthorized item is found on the License Area, LICENSEE shall remove the item at its expense within twenty-four (24) hours after notice by CITY, or CITY may thereafter summarily remove the item at LICENSEE's cost.
24. Security and Safety of License Area. LICENSEE shall bear sole responsibility for the security and safety of the License Area during the Term. LICENSEE shall be responsible for the maintenance, cleanup, and securing of the License Area. LICENSEE shall comply with all applicable laws, rules, regulations and directives of competent governmental authorities, at LICENSEE's sole cost and expense, with respect to maintaining the License Area in a safe and secure manner during the Term. CITY has no obligation to provide oversight of the License Use or staffing or resources for the maintenance of the License Area during the Term.
 - 24.1 Security of Pharmaceuticals and/or Supplies. LICENSEE acknowledges that the License Area was not constructed or improved for any purposes related to the License Use. LICENSEE shall be solely responsible for the safe and secure storage of any supplies related to the License Use, including the security and storage of any pharmaceuticals, medicines, narcotics, hypodermic syringes, or any the other materials or items, the possession or use of which is controlled by law, regulations, or other legal requirement. LICENSEE agrees that all such items will at all times be stored, kept, used, and administered in accordance with all applicable laws and regulations, and that LICENSEE will be solely responsible, at its own costs and at no costs to the City, for such compliance.

25. Encumbrances. LICENSEE shall keep the License Area free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this License or the License Use. LICENSEE shall protect, defend, indemnify, and hold CITY harmless from and against any and all such encumbrances and/or liens, and from and against any claim, liability, cost or expense, including without limitation reasonable attorney fees and costs, relating to or charged against the License Area, including without limitation LICENSEE'S failure or the failure of any contractor or subcontractor hired by LICENSEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
26. Compliance with Laws. LICENSEE shall, at its sole cost and expense, comply with all the requirements of all rules, regulations, ordinances, laws and direction of governing authorities now in effect or which may hereafter be in effect, which pertain to the License Use.
27. Hazardous Materials. LICENSEE shall 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 License Area. LICENSEE and LICENSEE's agents and contractors shall not install, store, utilize, generate or sell any Hazardous Substance on the License Area without CITY's prior written consent. LICENSEE shall, prior to initiating any operations, obtain all required permits and licenses 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.
- 27.1 Release. For all purposes of this License, a "release" shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping or otherwise disposing of a Hazardous Substance.
- 27.2 Hazardous Substance. For all purposes of this License, "Hazardous Substance" shall mean 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.
- 27.3 Remediation. If LICENSEE's occupancy, use, development, maintenance, or restoration of the License Area results in a release of a Hazardous Substance, LICENSEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the License Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 27.4 Removal. If LICENSEE or LICENSEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the License Area, LICENSEE or LICENSEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the License Area immediately upon or prior to the expiration or earlier termination of this License.

CITY reserves the right to conduct inspections of the License Area and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment or devices from the License Area. LICENSEE shall 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 provision.

- 27.5 Indemnity. LICENSEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from LICENSEE's occupancy, use, development, maintenance, or restoration of the License Area, 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 agency; (vi) damages for injury to natural resources, LICENSEE's officers, employees, invitees, guests, agents or contractors, or the public; and (vii) all costs of any health assessments or health effect studies.
- 27.6 Notice of Release. If LICENSEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the License Area, LICENSEE shall immediately notify CITY and any appropriate regulatory or reporting agency pursuant to California Code of Regulations Title 19 and any other applicable laws or regulations. LICENSEE shall deliver a written report thereof to CITY within three (3) 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 LICENSEE 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, LICENSEE shall take all actions necessary to alleviate the danger. LICENSEE shall 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 License Area.
- 27.7 Environmental Assessment. Upon reasonable cause to believe that LICENSEE's occupancy, use, development, maintenance, or restoration of the License Area resulted in any Hazardous Substance being released on, from or beneath the License Area, 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 shall be obtained at LICENSEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by LICENSEE's occupancy, use, development, maintenance, or restoration of the License Area, 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 License Area, then the environmental assessment shall 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.

LICENSEE shall cause, or if LICENSEE 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 License Area and compliance with environmental laws and regulations are achieved, and LICENSEE shall pay all costs and expenses therefore.

28. Bio-Hazardous Materials. LICENSEE agrees that it shall be solely responsible for the storage and disposal of all bio-hazardous waste or materials, including without limitation hypodermic needles and/or syringes and bodily fluid samples relating to or resulting from the License Use. LICENSEE shall handle, store, and dispose of all bio-hazardous waste or materials in compliance with all laws, regulations, licenses and permits, at LICENSEE'S sole cost and expense. LICENSEE shall ensure that all bio-hazardous waste and materials is removed from the License Area at the expiration or earlier termination of this License.
29. Repair. LICENSEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the License Area caused directly or indirectly by LICENSEE's use of the License Area, including items that CITY staff has determined to be damaged. LICENSEE shall comply with the direction of CITY's Real Estate Assets Department with respect to the method of any repairs or replacement arising under this License.
30. Water Quality – Best Management Practices. CITY and LICENSEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the License Area in a manner which aids in the protection of CITY's precious water resources. It is LICENSEE's responsibility 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 (San Diego Municipal Code sections 43.0301 to 43.0312).

Therefore, LICENSEE 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).

It is ultimately LICENSEE's responsibility to prevent pollutant discharges to the storm drain system. Therefore, LICENSEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants to the storm drain system.

31. Grading and Barriers. LICENSEE shall not change the surface grade or construct any permanent barriers within the License Area. Any violations shall be corrected by LICENSEE at its sole expense to the satisfaction of the CITY and are grounds, at the CITY's option, for immediate termination of this License.
32. Waiver. CITY'S failure to insist upon the strict performance of any of LICENSEE'S obligations under this License, in one or more instance, shall not be construed as a waiver of any such obligation, and the same shall remain in full force and effect. The property constituting the License Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY'S failure to discover a breach of any obligation of this License or take prompt action to require the cure of any such breach shall not result in an equitable estoppel, but CITY may at any and all times require the cure of any such breach.

33. CITY Employee Participation Policy. CITY may unilaterally and immediately terminate this License if LICENSEE employs an individual who, within the twelve (12) months immediately preceding such employment did, in their capacity as a CITY officer or employee, participate in negotiations with or otherwise have an influence on a recommendation made to the City Council related to the selection of LICENSEE for this License. It is not the intent of this policy that these provisions apply to members of the City Council.
34. Vehicular Traffic. All vehicular traffic shall be confined to concrete, asphalt, or decomposed aggregate surfaces unless otherwise approved in writing by CITY prior to the commencement of the License Use.
35. Counterparts. This License may be executed in one or more counterparts, each of which shall be deemed to constitute an original, but all of which, when taken together, shall constitute one and the same instrument.
36. Exhibits. All exhibits, recitals and definitions referenced in this License are incorporated into this License by this reference. In the event of a conflict between this License and any exhibit to this License, the terms, conditions, and obligations of this License shall control.
37. Acceptance of License Area. By signing this License, LICENSEE represents and warrants that it has independently inspected the License Area and made all tests, investigations and observations necessary to satisfy itself as to the condition of the License Area. LICENSEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the License Area or its suitability for the Licensed Uses, and that LICENSEE is relying solely on its own and independent inspections, tests, investigations and observations of the License Area in entering into this License. LICENSEE accepts the License Area in its current condition. LICENSEE acknowledges and agrees that unless set forth in this License, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the License Area at any time either prior to, on or after the Effective Date. LICENSEE shall not hold CITY responsible for any defects in the License Area. LICENSEE accepts and assumes all risk of harm to all persons and property from any defects in the License Area or any improvements thereon, and shall be solely responsible, therefore.
38. Disabled Access Compliance. LICENSEE will, as applicable to the License Area and LICENSEE's possession, use, and occupancy of the License Area, comply with all accessibility requirements under California Government Code sections 11135-11139.5; Title 24 of the California Code of Regulations; the Federal Rehabilitation Act of 1973, Section 504, Title V; the Americans with Disabilities Act of 1990 (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, LICENSEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). LICENSEE's compliance will include without limitation the following:
- 38.1 LICENSEE 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.

- 38.2 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 LICENSEE.
- 38.3 LICENSEE will include language in each sublicense which indicates the sublicensee's agreement to abide by the provisions of this section.
- 38.4 LICENSEE and each of its sublicensees will be individually responsible for their own ADA employment programs.
- 38.5 LICENSEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
- 38.6 Where required by law, all improvements, fixtures, structures, or installations on the License Area will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the License Area which deny access to individuals with disabilities. All improvements and alterations will be at LICENSEE's sole expense.
- 38.7 LICENSEE's failure to comply with the accessibility requirements of this section or submitting false information in response to these accessibility requirements, or both, will be a default of this License.
39. Taxes. LICENSEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon LICENSEE or the License Area, and any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed or maintained by LICENSEE, or levied by reason of the business of other LICENSEE activities related to the License Area, including without limitation licensing and permitting costs and fees. LICENSEE recognizes and agrees that this License may create a possessory interest subject to property taxation, and that LICENSEE may be subject to the payment of taxes levied on that interest. LICENSEE shall pay all such possessory interest taxes. LICENSEE's payment of such taxes, fees, and assessments shall not reduce any payment due CITY. CITY shall not assume any responsibility for any taxes whatsoever resulting from LICENSEE's possession, use, or occupancy of the License Area.
40. Equal Benefits. If applicable, LICENSEE shall comply with San Diego Municipal Code sections 22.4301-22.4308, which require applicable parties to offer the same employment benefits to employees with spouses and employees with domestic partners. LICENSEE shall certify that it will maintain such equal benefits throughout the term of this License. LICENSEE's failure to maintain equal benefits shall be a material breach of this License.
41. No Affiliation. Nothing contained in this License shall be deemed or construed to create a partnership, joint venture or other affiliation between CITY and LICENSEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of LICENSEE or any other party or entity.
42. Cumulative Remedies. CITY's rights and remedies under this License are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.

43. Survival. Any obligation which accrues under this License prior to its expiration or termination shall survive such expiration or termination.
44. Partial Invalidity. If any term, covenant, condition, or provision of this License is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions will remain in full force and effect.
45. Controlling Law/Venue. This License and all License documents will be deemed to be made under and will be construed in accordance with and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof. The venue for any suit or proceeding concerning this License, including the interpretation or application of any of its terms or any related disputes, will be in the County of San Diego, State of California.
46. Entire Agreement. This License constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them and pertaining to this License and the License Use. Any modification, alteration, or amendment of this License shall be in writing and signed by all the parties hereto.
47. Notices. Any notice required or permitted to be given under this License shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or LICENSEE, respectively, as follows:

THE CITY OF SAN DIEGO
Attention: Director, Real Estate Assets Department
1200 Third Avenue, Suite 1700 (MS 51A)
San Diego, California 92101
(619) 236-6020

EMERGENCY MEDICAL SERVICES AUTHORITY (EMSA)
Attention: Dr. Dave Duncan

10901 Gold Center Drive, 4th Floor
Rancho Cordova, CA 95670 pm 

48. Authority to Contract. Each individual executing this License on behalf of another person or legal entity represents and warrants that he/she is authorized to execute and deliver this License 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 License is binding upon such person or entity in accordance with its terms. Each person executing this License on behalf of another person or legal entity shall 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.

IN WITNESS WHEREOF, this License is executed to be effective as of the Effective Date.

Date: 8/24/2021

EMERGENCY MEDICAL SERVICES
AUTHORITY (EMSA)

BY: 

~~President~~ David Duncan MD, Director

Date: 08/27/2021

THE CITY OF SAN DIEGO,
a California municipal corporation

BY: 

Penny Maus
Director, Real Estate Assets Department

Approved as to form this 27 day of
August, 2021.

MARA W. ELLIOTT, City Attorney

BY: 

Name: Melissa Ables

Title: Deputy City Attorney

Exhibit A: License Area

