

CITY OF SAN DIEGO
USE AND OCCUPANCY PERMIT

THIS CITY OF SAN DIEGO USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation ("CITY"), and SAN DIEGO CANOE AND KAYAK TEAM, a California non-profit 501 (c) (3) corporation ("PERMITTEE"), to be effective as of March 1, 2020, when signed by the parties and approved by the San Diego City Attorney (the "Effective Date").

RECITALS

- A. CITY is the owner of real property on Fiesta Island adjacent to the Youth Camp and Aquatic Center which is approximately 6,335 square feet (the "Property"), and is more particularly described and depicted in **Exhibit A: Permit Area**, attached hereto and by this reference incorporated herein (the "Permit Area").
- B. PERMITTEE wishes to enter upon and use the Permit Area solely for the purposes of storing and having access to the Equipment in the Permit Area and for no other purpose whatsoever ("Permitted Use").
- C. PERMITTEE has previously used the Permit Area under the terms of a Use and Occupancy Agreement ("Prior Permit"), effective March 1, 2017, between PERMITTEE and the CITY. The Prior Permit expired on its own terms as of February 29, 2020. The CITY wishes to enter into a new use and occupancy permit with PERMITTEE, and PERMITTEE wishes to enter into a use and occupancy permit with CITY to allow PERMITTEE to continue its current use.

NOW THEREFORE, based upon the foregoing Recitals, which are incorporated into this Permit by this reference, and for valuable consideration, the sufficiency of which is acknowledged, the parties agree as follows:

- 1. **Use of Permit Area.** Subject to the terms and conditions of this Permit, CITY hereby grants permission to PERMITTEE the non-exclusive right to enter upon and occupy the Permit Area solely for the Permitted Use. Any other use must first be approved in writing by CITY, in CITY's sole discretion.
- 2. **Revocable License.** This Permit is not a lease. It is a non-exclusive license to access and use the Permit Area for the purposes stated herein, and may be revoked at will by CITY pursuant to requirements of Paragraph 40, in its sole discretion. CITY shall not be obligated for any burden or loss, financial or otherwise, which may be incurred by PERMITTEE as a result of such revocation or the termination of this Permit. PERMITTEE expressly waives any claim against CITY and its elected officials, officers, employees, representatives, and agents for any burden, expense, or loss which PERMITTEE might incur as a result of CITY'S revocation or termination of this Permit.

3. Equipment. "Equipment" shall mean that certain equipment that are used or are necessary for PERMITTEE's aquatic activities that is owned by PERMITTEE, of which a current list is attached hereto as **Exhibit B**, incorporated herein by this reference.
4. Term. The term of this Permit ("Term") shall commence on the Effective Date and continue for one (1) year.
 - 4.1. Extended Term. If at the end of the initial term PERMITTEE is not then in breach or default of any of its obligations under this Permit, then upon PERMITTEE's written request, the term of this Permit will be extended for an additional one (1) year period. If at the end of the Term as extended, the PERMITTEE is not then in breach or default of any of its obligation under this Permit, then upon PERMITTEE's written request, the Term of this Permit will be extended a second time, for an additional one (1) year period. The Term, as extended, shall not exceed three (3) years unless authorized by the San Diego City Council.
 - 4.2. Notice of Intent to Extend Term. PERMITTEE shall provide CITY with written notice of PERMITTEE's intent to extend the Term of the Permit, no later than sixty (60) days prior to expiration of the Term or the Term as extended. The notice shall include an updated list of the Equipment currently stored within the Permit Area.
5. Permit Fee. PERMITTEE shall pay CITY a one-time, non-refundable permit processing fee in the amount of Nine Hundred Sixty Dollars (\$960.00) payable to City Treasurer.
6. Monthly Permit Fee. In addition to this processing fee, PERMITTEE shall Pay the Monthly Permit Fee in advance on the first day of each month during the Term, and as the Term is extended. Pursuant to Section C.7 of Council Policy No. 700-08 ("Mission Bay Park Policies"), the rent for non-profit organization in Mission Bay Park shall be reviewed annually and shall be thirty-three and one-third (33 1/3) percent of the average total annual commercial square foot rent paid for leases in Mission Bay Park attributing the rent to the total land and water areas under lease. Each fiscal year (i.e., July 1, 2020, July 1, 2021 and July 1, 2022), the rent will be adjusted using this formula based on the actual total annual commercial rent in Mission Bay Park paid to the CITY during the immediately preceding fiscal year (July 1 through June 30). The Monthly Permit Fee is as follows:

6.1. Effective Date through June 30, 2020	\$432.89
6.2. July 1, 2020 through June 30, 2021	Fee adjustment, based on formula above
6.3. July 1, 2021 through June 30, 2022	Fee adjustment, based on formula above
6.4. July 1, 2022 through June 30, 2023	Fee adjustment, based on formula above
7. Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall not be considered a renewal or extension of this Permit or give PERMITTEE any rights in or to the Permit Area. The occupancy of the Permit Area after the expiration or earlier termination of this Permit, CITY may demand and receive from PERMITTEE an increased monthly permit fee up to one hundred twenty-five percent (125%) of the Monthly Permit Fee in effect upon expiration or earlier termination of this Permit, as determined by CITY and in CITY's sole discretion. CITY's acceptance of such

permit fee shall neither constitute a renewal or extension of the license, nor give PERMITTEE any rights in or to the Permit Area.

8. Time and Place of Payment. All payments to be paid by PERMITTEE under this Permit shall be made payable to "City Treasurer" and be mailed to:

The Office of the City Treasurer
City of San Diego
P.O. Box 129030
San Diego, California 92112-9030

or hand-delivered to:

The Office of the City Treasurer
Civic Center Plaza
1200 Third Avenue, First Floor
San Diego, California 92101

CITY may change the place of payment at any time upon thirty (30) days written notice to PERMITTEE. Mailed payments shall be deemed paid upon the date the payment is postmarked by the postal authorities. If postmarks are illegible, the payment shall be deemed received only upon actual receipt.

9. Delinquent Monthly Permit Fee. If PERMITTEE fails to pay Monthly Permit Fee when due, PERMITTEE shall pay, in addition to the unpaid Monthly Permit Fee, five percent (5%) of the delinquent Monthly Permit Fee. If the Monthly Permit Fee is still unpaid after fifteen (15) days past due, PERMITTEE shall pay an additional five percent (5%) (being a total of ten percent [10%]), which is agreed by the parties to be appropriate to compensate CITY for the cost of servicing the delinquent account. In no event shall the charge for late payments of Monthly Permit Fee be less than Twenty-Five Dollars (\$25). Acceptance of late charges and any portion of the late payment by CITY shall neither constitute a waiver of PERMITTEE'S default with respect to late payment nor prevent CITY from exercising any other rights and remedies available at law or in equity.
10. Security Deposit. PERMITTEE and CITY agree that the security deposit in the amount of One Thousand Dollars (\$1,000) from the Prior Permit shall serve as the security deposit for this Permit ("Security Deposit") as security for the performance of PERMITTEE'S obligations under this Permit. CITY shall not be liable to PERMITTEE for any interest thereon. Any interest earned from such deposit or redeposit shall not become part of the security deposit, but shall be and remain the property of CITY. All or any portion of the security deposit shall be available unconditionally to CITY to cure, in whole or in part, any breach or default of this Permit by PERMITTEE, or for expenses incurred by CITY as a result of PERMITTEE'S breach or default of this Permit. PERMITTEE shall maintain, and if necessary replenish, the Security Deposit throughout the Term. Notwithstanding any other provision of this Permit to the contrary, if PERMITTEE fails or refuses to deposit or maintain the Security Deposit as required by this Permit, CITY may terminate this Permit immediately upon such breach. Upon such termination, PERMITTEE shall immediately cease its use of the Permit Area and

commence and diligently pursue the removal of its property from the Permit Area. If CITY utilizes all or any portion of the Security Deposit, then upon ten (10) days prior written notice, PERMITTEE shall reimburse the Security Deposit to the full required amount.

- 10.1. Increase. Upon thirty (30) days prior written notice by CITY, PERMITTEE shall deliver to CITY such additional funds as CITY may reasonably require as additional Security Deposit to adequately secure PERMITTEE's obligations under this Permit.
- 10.2. Return. Provided PERMITTEE is not in breach or default of this Permit, CITY shall return the Security Deposit, or any balance thereof, to PERMITTEE within sixty (60) days after the expiration or termination of this Permit.
11. CITY's Right to Enter and Inspect. CITY reserves the right to enter upon the Permit Area at all times, to perform any work or inspections related to the installation, use, and/or maintenance of wells on the Permit Area, and to inspect and maintain the Permit Area as CITY deems necessary.
12. Superior Interests. This Permit is subject to all liens, encumbrances, covenants, conditions, restrictions, reservations, contracts, permits and licenses, easements, and rights of way pertaining to the Property, whether or not of record. PERMITTEE 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 Permit Area for the Permitted Use, relative to any such superior interest. If PERMITTEE'S use of the Permit Area is or becomes inconsistent or incompatible with a preexisting, superior interest, PERMITTEE 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.
13. Restoration of the Permit Area. Upon thirty (30) days after the expiration or termination of this Permit, PERMITTEE shall restore the Permit Area to the same condition as existed immediately prior to the PERMITTEE's use of the Permit Area, subject to the satisfaction of the CITY. This paragraph shall not apply to any maintenance or improvements CITY makes or performs to the Permit Area during the Term for CITY's own purposes unrelated to the Permitted Use or PERMITTEE's Occupancy of the Permit Area.
14. CITY's Consent, Discretion. CITY's consent or approval under this Permit shall mean the written consent or approval of the Mayor of San Diego or his designee ("Mayor"), unless otherwise required by law or expressly provided herein, and shall be made in the Mayor's discretion, subject to all applicable laws, rules, regulations, and directives of competent governmental authorities.
15. Unauthorized Activities. PERMITTEE shall not engage in any activity on the Permit Area other than the Permitted Use. Any use of the Permit Area that was not previously approved in writing by the CITY or otherwise authorized by this Permit, shall subject PERMITTEE to being liable for all costs and damages associated with inspecting, remediating, and/or taking other actions to ensure that the Property and the Permit Area shall be returned to its condition prior to PERMITTEE's use of the Permit Area, subject to the satisfaction of the

CITY, at PERMITTEE's sole cost and expense, as well as being a basis for immediate termination of this Permit, all of which shall be subject to the sole discretion of the CITY.

16. Improvements/Alterations. Except as otherwise authorized by this Permit, PERMITTEE shall not construct any improvements, structures, or installations on the Permit Area, and shall not alter the Permit Area without the express written consent of CITY, which consent shall be given in CITY's sole discretion. Except as required by law, CITY shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
17. Insurance. PERMITTEE will obtain and maintain throughout the Term of this Agreement, at its sole cost and expense, all insurance required by this Agreement. PERMITTEE's liabilities under this Agreement, including without limitation PERMITTEE's indemnity obligations, will not be deemed limited in any way to the insurance coverage required herein. PERMITTEE's maintenance of the required insurance coverage is a material consideration for this Agreement. Notwithstanding any provision of this Agreement to the contrary, if PERMITTEE fails to maintain or renew the insurance coverage required herein, or fails to deliver evidence of same to CITY, PERMITTEE will be in default of this Agreement. PERMITTEE will not modify any policy or endorsement thereto which increases CITY's exposure to loss. PERMITTEE will obtain and deliver to CITY's Real Estate Assets Department a current certificate of insurance and relevant endorsements for the following insurance, which will be subject to CITY's written approval thereof:
 - a. Commercial General Liability (CGL), written on an *ISO Occurrence form CG 00 01 07 98* or an equivalent form providing coverage at least as broad which will cover liability arising from any and all personal injury, including death, and property damage with limits of at least Two Million Dollars (\$2,000,000) per occurrence, subject to an annual aggregate of at least Four Million Dollars (\$4,000,000). There will 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 will be outside the limits of the policy.
 - b. Commercial Automobile Liability Insurance, providing coverage for all bodily injury, including death, and property damage on an *ISO form CA 00 01 12 90* or a later version of such form or an equivalent form providing coverage at least as broad for a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance will cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated in performing any and all work pursuant to this Agreement.
 - c. Workers' Compensation Insurance, as required by applicable laws, for all of PERMITTEE's employees who are subject to this Agreement, with employers' liability coverage with a limit of at least One Million Dollars (\$1,000,000), and an endorsement that the insurer waives the right of subrogation against The City of San Diego and its elected officials, officers, employees, representatives and agents.

- d. Causes of Loss-Special Form Property Insurance. PERMITTEE shall obtain and maintain, all its own cause and expense, Causes of Loss-Special Form Property Insurance on all of PERMITTEE's insurable property related to the Site in an amount to recover one hundred percent (100%) of the replacement cost. PERMITTEE shall deliver to CITY a certificate of such insurance.
- e. Additional Insureds. To the fullest extent allowed by law, including without limitation California Insurance Code section 11580.04, each policy must be endorsed to include as insureds "The City of San Diego and its elected officials, officers, employees, representatives and agents" with respect to liability arising out of: (a) ongoing operations performed by PERMITTEE or on PERMITTEE's behalf; (b) PERMITTEE's products; (c) PERMITTEE's work, including without limitation PERMITTEE's completed operations performed by PERMITTEE or on PERMITTEE's behalf; or (d) the Site.
- f. Primary & Non-Contributory. Each policy must be endorsed to provide that the insurance afforded by PERMITTEE's policies is primary to any insurance or self-insurance of The City of San Diego and its elected officials, officers, employees, representatives, and agents as respects operations of the named insured. Any insurance maintained by The City of San Diego and its elected officials, officers, employees, representatives, and agents will be in excess of PERMITTEE's insurance and will not contribute to it.
- g. Severability of Interest. Each policy must be endorsed to provide that CONCESSIONAIRE's insurance will 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 will provide cross-liability coverage.
- h. Qualified Insurer(s). Except for the State Compensation Insurance Fund, all insurance required by this Agreement will only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by CITY. CITY may accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of California and is included on the List of Eligible Surplus Lines Insurers (i.e., the LESLI list). All policies of insurance carried by non-admitted carriers will be subject to all of the requirements for policies of insurance provided by admitted carriers described herein. Each insurer will be subject to CITY's approval in each instance.
- i. Deductibles/Retentions. All deductibles and self-insured retentions on any insurance policy are the sole responsibility of PERMITTEE and must be disclosed and acceptable to CITY at the time evidence of insurance is provided.
- j. Continuity of Coverage. All policies will be in effect on or before the first day of

the Term, except “course of construction fire insurance” will be in force on commencement of all authorized construction, and full applicable fire insurance coverage will be effective upon completion of each insurable improvement. The policies will be kept in force for the duration of the Term. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE will furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Agreement. PERMITTEE will provide proof of continuing insurance at least annually during the Term and otherwise upon CITY’s request. If insurance lapses or is discontinued for any reason, PERMITTEE will immediately notify CITY and will immediately obtain replacement insurance as soon as possible.

- k. Modification. To assure protection from and against the kind and extent of risk existing with the Allowed Uses, CITY, at its reasonable discretion, may require the revision of amounts and coverage at any time by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE will 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 Allowed Uses.
 - l. Accident Reports. PERMITTEE will immediately report to CITY any accident causing property damage or injury to persons on the Site or otherwise related to the Allowed Uses. Such report will 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, photographs or video, if any, and other pertinent information.
18. Indemnification. PERMITTEE 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 PERMITTEE’s officers, employees, agents, contractors, invitees, and guests, which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE’s occupancy, use, development, maintenance, or restoration of the Permit Area, including damages arising out of release of hazardous materials, and all expenses of investigating and defending against same, including without limitation reasonable attorney fees and costs; provided, however, that PERMITTEE’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, PERMITTEE shall pay all reasonable costs related thereto, including without limitation reasonable attorney fees and costs.

19. Subcontractors' Insurance and Indemnification of City. If PERMITTEE uses subcontractors for any part of the Permitted Use, unless PERMITTEE's insurance covers work performed by all of PERMITTEE's subcontractors, PERMITTEE shall require PERMITTEE's subcontractors to indemnify the CITY and to maintain insurance coverage to the same extent that PERMITTEE is required to indemnify the CITY, and maintain insurance coverage pursuant to Sections 16 and 17 of this Permit, all of the endorsements set forth in Section 16, including naming the City of San Diego and its respective elected officials, officers, employees, agents, and representatives as an Additional Insured in each insurance policy.
20. Liability for Loss, Injury or Damage. In addition to any other assumption of liability set forth herein, and excluding any loss or damage to the extent resulting from the CITY's negligence or willful misconduct, PERMITTEE agrees that it assumes the sole risk and responsibility for any damage, destruction or theft of PERMITTEE's equipment, materials, or personal property placed on the Permit Area and for any injury to persons which occurs on the Permit Area as a result of the Permitted Use.
21. No Discrimination. PERMITTEE 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 PERMITTEE'S use of the Permit Area, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.
22. Local Business and Employment. PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. PERMITTEE will, to the extent legally possible, solicit applications for employment, and bids and proposals for subcontracts, for work associated with this Permit from local residents and firms as opportunities occur. PERMITTEE agrees to hire qualified local residents and firms whenever feasible.
23. PERMITTEE's Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE's use or occupancy of the Permit Area and for any and all damages to the Permit Area and/or damages to the improvements on, under or in the vicinity of the Permit Area, resulting directly or indirectly thereby; provided, however, that PERMITTEE shall not be liable for damages established to have resulted from the sole negligence or intentional misconduct of CITY, and its elected officials, officers, employees, representatives, and agents, or any environmental conditions not caused by PERMITTEE, even if discovered by PERMITTEE.
24. Nuisance and Noise Disturbances. PERMITTEE shall not use the Permit 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).
25. No Assignment. PERMITTEE shall not assign any rights granted by this Permit 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 Permit.

26. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings, or similar devices or advertising in the Permit Area without CITY's prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE 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 PERMITTEE's cost.
27. Utilities. Upon prior written approval by City, in all instances, PERMITTEE, shall order, obtain and pay for all utilities and service and installation charges in connection with its use of the Permit Area.
28. Security and Safety of Permit Area. PERMITTEE shall bear sole responsibility for the security and safety of the Permit Area during the Term. PERMITTEE shall be responsible for the maintenance, cleanup, and securing of the Permit Area. PERMITTEE shall maintain the Permit Area in a decent, safe, healthy, and sanitary condition reasonably satisfactory to CITY. PERMITTEE shall, at its cost and expense, obtain and maintain trash receptacles and trash-removal service. PERMITTEE shall comply with all applicable laws, rules, regulations, and directives of competent governmental authorities, at PERMITTEE's sole cost and expense, with respect to maintaining the Permit Area in a safe and secure manner during the Term. CITY has no obligation to provide oversight of the Permit Area or staffing or resources for the maintenance of the Permit Area during the Term.
29. Encumbrances. PERMITTEE shall keep the Permit 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 Permit or the Permitted Use. PERMITTEE 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 Permit Area, including without limitation PERMITTEE'S failure or the failure of any contractor or subcontractor hired by PERMITTEE to pay any person or persons referred to in Section 3181 of the California Civil Code or other applicable sections thereof.
30. Compliance with Laws. PERMITTEE shall at all times in its use, occupancy, maintenance, and restoration of the Permit Area, at its sole cost and expense, comply with all the requirements of all applicable laws, rules, regulations, ordinances, laws, and directives of competent governmental authorities now in effect or which may hereafter be in effect, which pertain to the Permitted Use. If the Term of this Permit exceeds one (1) year, at least annually, PERMITTEE shall deliver to CITY copies of all documentary evidence of such compliance received by or otherwise available to PERMITTEE (e.g., validation of periodic inspections, if applicable).
31. Hazardous Materials. PERMITTEE 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 Permit Area. PERMITTEE and PERMITTEE's agents and contractors shall not install, store, utilize, generate, or sell any Hazardous Substance on the Permit Area without CITY's prior written consent. PERMITTEE shall, prior to initiating any operations, obtain all required permits from applicable regulatory agencies, including without limitation the San Diego County Department of Environmental Health, local fire agencies, the San Diego County Department of Weights and Measures, the San Diego County Air Pollution Control District, and the San Diego Regional Water Quality Control Board. Installing, utilizing, storing, or any other presence of a Hazardous Substance includes boxes, bags, bottles, drums, cylinders, above or below ground tanks, equipment with tanks, or any other type of container, equipment or device which holds or incorporates a Hazardous Substance or hazardous waste.

- 31.1 Release. For all purposes of this Permit, 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.
- 31.2 Hazardous Substance. For all purposes of this Permit, "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.
- 31.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area results in a release of a Hazardous Substance, PERMITTEE shall pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- 31.4 Removal. If PERMITTEE or PERMITTEE's agent has received approval and permits to store, utilize, generate or install, or otherwise bring Hazardous Substances to the Permit Area, PERMITTEE or PERMITTEE's agent shall remove all Hazardous Substances in any type of container, equipment or device from the Permit Area immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Permit 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 Permit Area. PERMITTEE 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.
- 31.5 Indemnity. PERMITTEE shall protect, defend, indemnify, and hold CITY harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit 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, PERMITTEE's officers, employees, invitees, guests, agents, or

contractors, or the public; and (vii) all costs of any health assessments or health effect studies.

- 31.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from, or beneath the Permit Area, PERMITTEE 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. PERMITTEE 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 PERMITTEE knows or has reasonable cause to believe that such substance is an imminent release or is an imminent substantial danger to public health and safety, PERMITTEE shall take all actions necessary to alleviate the danger. PERMITTEE 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 Permit Area.
- 31.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area resulted in any Hazardous Substance being released on, from, or beneath the Permit 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 PERMITTEE's sole cost and expense, and shall establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit 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 Permit 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. PERMITTEE shall cause, or if PERMITTEE fails to do so within a reasonable period of time, as determined by CITY in its sole discretion, then CITY may cause, the remediation and/or removal recommended in the environmental assessment such that unrestricted re-use of the Permit Area and compliance with environmental laws and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefore.
32. Repair. PERMITTEE shall be responsible, at its sole cost and expense, for the repair or replacement of any damage to the Permit Area caused directly or indirectly by PERMITTEE's use of the Permit Area, including items that CITY staff has determined to be damaged. PERMITTEE 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 Permit.

33. Storm Water Pollution Prevention Program: PERMITTEE shall comply with the CITY's Storm Water Management and Discharge Control provisions codified in Division 3 of Chapter 4 of the San Diego Municipal Code, as may be amended, and any and all applicable Minimum Best Management Practice requirements, as defined in the City's Jurisdictional Runoff Management Plan, in performing or delivering services at City owned, leased, or managed property, or in performance of services and activities on behalf of CITY regardless of location.

PERMITTEE shall comply with the CITY's Jurisdictional Runoff Management Plan encompassing City-wide programs and activities designed to prevent and reduce storm water pollution within CITY boundaries as adopted by the CITY's City Council on July 1, 2015, via Resolution No. 309791, as may be amended.

PERMITTEE shall comply with each CITY facility or work site's Storm Water Pollution Prevention Plan, as applicable, and institute all controls needed while completing the services to minimize any negative impact to the storm water collection system and environment.

34. Grading and Barriers. PERMITTEE shall not change the surface grade or construct any permanent barriers within the Permit Area. Any violations shall be corrected by PERMITTEE at its sole expense to the satisfaction of the CITY and are grounds, at the CITY's option, for immediate termination of this Permit.
35. Waiver. CITY'S failure to insist upon the strict performance of any of PERMITTEE'S obligations under this Permit, 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 Permit Area is CITY-owned and held in trust for the benefit of CITY'S citizens. CITY's waiver of a default shall not be a waiver of any other default. Any waiver of a default must be in a writing executed by CITY to constitute a valid and binding waiver. CITY's delay or failure to exercise a right or seek a remedy shall not be deemed a waiver of that or any other right or remedy under this Permit, at law, or in equity. The exercise of any particular right or the use of any particular remedy for any default shall not waive the use of any other right or remedy for the same default or for another or later default. CITY'S failure to discover a breach of any obligation of this Permit 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.
36. Acceptance of Permit Area. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Permit Area and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Permit Area. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Permit Area or its suitability for the Permitted Uses, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations, and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition. PERMITTEE acknowledges and agrees that unless set forth in this Permit, CITY has no obligation to improve, modify, repair, replace, alter, secure, or otherwise develop the Permit Area at any

time either prior to, on or after the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property from any defects in the Permit Area or any improvements thereon, and shall be solely responsible therefore.

37. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture, or other affiliation between CITY and PERMITTEE or between CITY and any other entity or party, or cause CITY to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
38. Termination. CITY may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to PERMITTEE by CITY; however, in the event of a default or emergency during which the CITY in its sole discretion determines it necessary to terminate the Permit, termination may occur upon 24 hours prior written notice. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice delivered to CITY by PERMITTEE.
39. Cumulative Remedies. CITY's rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of CITY's rights or remedies at law or in equity.
40. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
41. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties, and agreements between them and pertaining to this Permit and the Permitted Use. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
42. Notices. Any notice required or permitted to be given under this Permit shall be in writing and may be served personally or delivered by United States mail, postage prepaid, and addressed to CITY or PERMITTEE, 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

SAN DIEGO CANOE AND KAYAK TEAM
4131 Raffee Drive
San Diego, CA 92117

43. Governmental Approvals. By entering into this Permit, neither CITY nor CITY's City Council is obligating itself to PERMITTEE or to any governmental agent, board, commission, or agency with regard to any other discretionary action relating to

PERMITTEE's occupancy, use, development, maintenance, or restoration of the Permit Area. "Discretionary action" includes without limitation re-zonings, variances, environmental clearances, and all other required governmental approvals.

44. Trash and Refuse. PERMITTEE shall, at its sole cost and expense, provide containers on the Permit Area to receive trash and refuse generated on the Permit Area. Refuse containers shall not be located outside the Permit Area. Such containers shall be covered and emptied regularly enough to prevent them from overflowing or creating unhealthful, unsightly, or unsanitary conditions. The contents of the containers shall be disposed by PERMITTEE or others acting pursuant to PERMITTEE's direction at authorized landfills or other garbage reception areas as provided under applicable law at the time of collection.
45. Charter Section 225. Pursuant to San Diego City Charter section 225, PERMITTEE shall make a full and complete disclosure of the name and identity of any and all persons who will receive more than 10% of the contracted amount or who own more than 10% of the entity contracting with the CITY and the precise nature of all interests of all persons therein.
46. Performance and Payment Bonds: If PERMITTEE constructs any type of improvements or alterations on the Permit Area, CITY may require PERMITTEE to provide CITY with a performance bond in the amount of one hundred percent (100%) of the estimated construction cost of the work to be performed and a payment bond in the amount of one hundred percent (100%) of the total amount payable under the contract for construction of the improvement/alteration. The bonds shall be corporate surety bonds or other security satisfactory to CITY. The bonds shall insure that the construction be completed in accordance with this PERMIT and all applicable laws and regulations. At the option of CITY, in the event the construction is not completed in full satisfaction of the CITY and this Permit, CITY may use the performance bond to remove the uncompleted improvements/alterations and restore the Permit Area to a condition satisfactory to CITY. The bond shall be held in trust by CITY for the purpose specified above, or at CITY's option may be placed in an escrow approved by CITY.
47. Equal Opportunity. PERMITTEE shall comply with Title VII of the Civil Rights Act of 1964, as amended; Executive Orders 11246, 11375 and 12086; the California Fair Employment Practices Act; and all other related and applicable federal and state laws and regulations. PERMITTEE shall not discriminate against any employee or applicant for employment based on race, religion, color, ancestry, age, gender, sexual orientation, disability, medical condition, or place of birth. PERMITTEE shall cause the foregoing provisions to be inserted in all of PERMITTEE's contracts for work related to this Permit so that such provisions will be binding upon each of PERMITTEE's contractors. PERMITTEE shall fully cooperate with any investigation conducted by CITY pursuant to CITY'S Nondiscrimination in Contracting Ordinance (i.e., San Diego Municipal Code sections 22.3501-22.3517, as amended from time to time), and upon CITY's request PERMITTEE shall submit a current Workforce Report. PERMITTEE acknowledges that failure to comply with the requirements of this section and/or submitting false information in response to these requirements may result in termination of this Permit and debarment from participating in CITY contracts for a period of not less than one (1) year.

48. Equal Benefits. PERMITTEE 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. PERMITTEE shall certify that it will maintain such equal benefits throughout the term of this Permit. PERMITTEE's failure to maintain equal benefits shall be a material breach of this Permit.
49. Disabled Access Compliance. PERMITTEE will, as applicable to the Permit Area and PERMITTEE's possession, use, and occupancy of the Permit 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, PERMITTEE will follow the most restrictive accessibility requirement (i.e., that which provides the most access). PERMITTEE's compliance will include without limitation the following:
- 49.1 PERMITTEE will not discriminate against qualified individuals with disabilities in any aspects of employment, including recruitment, hiring, promotions, conditions and privileges of employment, training, compensation, benefits, discipline, layoffs, and termination of employment.
- 49.2 No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of PERMITTEE.
- 49.3 PERMITTEE will include language in each sublicense which indicates the sublicensee's agreement to abide by the provisions of this section.
- 49.4 PERMITTEE and each of its sublicensees will be individually responsible for their own ADA employment programs.
- 49.5 PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.
- 49.6 Where required by law, all improvements, fixtures, structures, or installations on the Permit Area will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Permit Area which deny access to individuals with disabilities. All improvements and alterations will be at PERMITTEE's sole expense.
- 49.7 PERMITTEE'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 Permit.

50. CITY Employee Participation Policy: CITY may unilaterally and immediately terminate this Permit if PERMITTEE 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 PERMITTEE for this Lease. It is not the intent of this policy that these provisions apply to members of the City Council.
51. Local Business and Employment: PERMITTEE acknowledges that CITY seeks to promote employment and business opportunities for local residents and firms in all CITY contracts. For work associated with this Permit and to the extent legally possible, PERMITTEE shall use its best efforts to solicit applications for employment and bids and proposals for contracts from local residents and firms as opportunities occur. PERMITTEE shall use its best efforts to hire qualified local residents and firms whenever practicable.
52. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land and any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed or maintained by PERMITTEE, or levied by reason of the business of other PERMITTEE activities related to the Permit Area, including without limitation licensing and permitting costs and fees. PERMITTEE recognizes and agrees that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'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 PERMITTEE's possession, use, or occupancy of the Permit Area.
53. Partial Invalidity. If any term, covenant, condition, or provision of this Permit is found invalid, void, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.
54. Joint and Several Liability. If PERMITTEE is comprised of more than one person or legal entity, such persons and entities, and each of them, shall be jointly and severally liable for the performance of each and every obligation of PERMITTEE under this Permit.
55. Counterparts. This Permit 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.
56. Exhibits. All exhibits referenced in this Permit are incorporated into this Permit by this reference. In the event of a conflict between this Permit and any exhibit to this Permit, the terms, conditions, and obligations of this Permit shall control.
57. Authority to Contract. Each individual executing this Permit on behalf of another person

or legal entity represents and warrants that he/she is authorized to execute and deliver this Permit on behalf of such person or entity in accordance with duly adopted resolutions or other authorizing actions which are necessary and proper and under such legal entity's articles, charter, bylaws, or other written rules of conduct or governing agreement, and that this Permit is binding upon such person or entity in accordance with its terms. Each person executing this Permit on behalf of another person or legal entity 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.

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

THE CITY OF SAN DIEGO,
a California municipal corporation

SAN DIEGO CANOE AND KAYAK TEAM,
California non-profit 501 (c) (3) corporation

By: _____

Cybele L. Thompson
Director, Real Estate Assets

By: _____

Jennifer Hein
President

Environmental Analysis Section Environmental Clearance:

This activity is categorically exempt from CEQA pursuant to CEQA Guidelines Section
15304 (Existing Facilities).

Date: _____

2/12/2020

By: _____

Alyssa Muto, Deputy Director
Environment & Policy Analysis

Approved as to form this 21st day
of February, 2020.

MARA W. ELLIOTT, City Attorney

By: _____

Name: _____

Title: _____

Hilda R. Mendez
Deputy City Attorney

Exhibit A: Permit Area (1 of 3)



Exhibit A: Permit Area (2 of 3)



Exhibit A: Permit Area (3 of 3)

Permit Area in Yellow

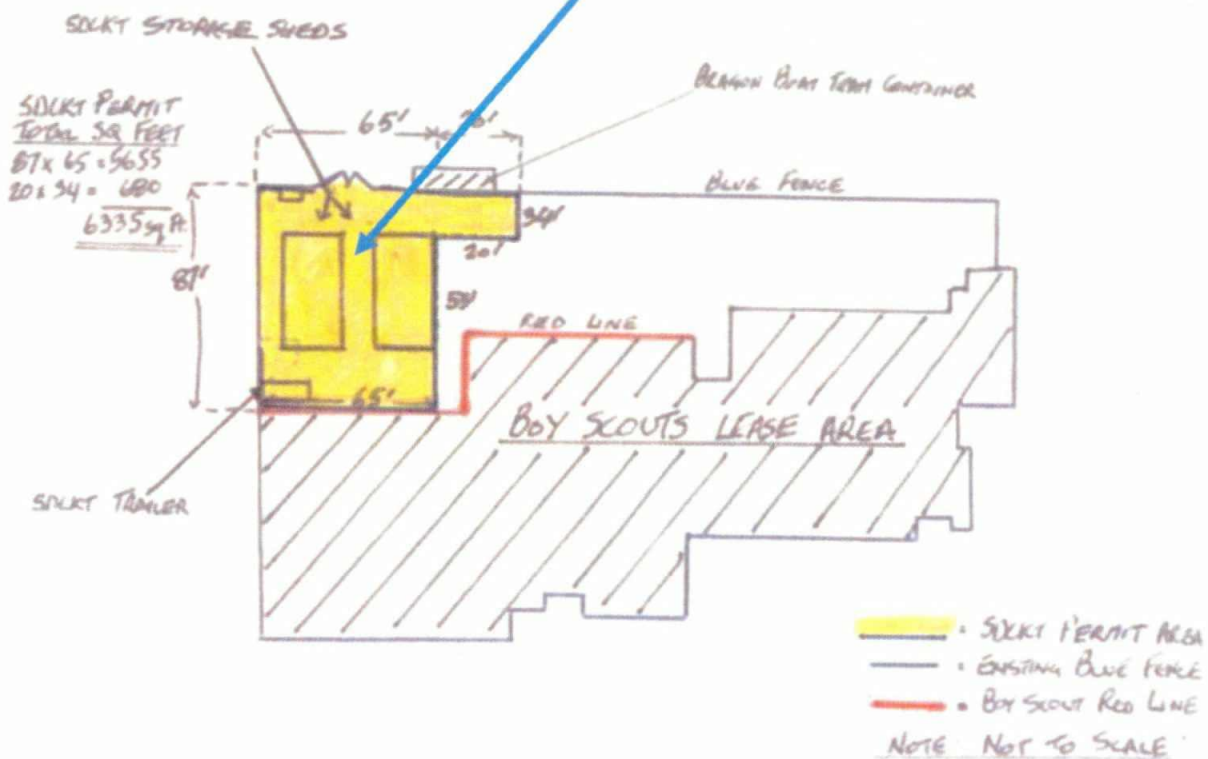


Exhibit B: Equipment

SAN DIEGO CANOE & KAYAK TEAM EQUIPMENT INVENTORY

SDCKT BOATS

Asset Tag #	Boat Class	Description	Color
C-089	Canoe Single (C1)	C1	red/white
C-090	Canoe Single (C1)	C1 Fibreglass/Delta	white
C-091	Canoe Single (C1)	C1 Fibreglass	red/white
C-092	Canoe Single (C1)	C1 Fiberglass	red/white
C-093	Canoe Single (C1)	C1 Fiberglass	blue
C-094	Canoe Single (C1)	C1 (donated Zibi) plastex	white
C-095	Canoe Single (C1)	C1 KAPE C1-JOKER	blue
C-096	Canoe Single (C1)	C1 KAPE C1-JOKER	blue
C-097	Canoe Single (C1)		Blue
C-098	Canoe Single (C1)		Blue
C-099	Canoe Single (C1)	Quickblade	blue
C-210	Canoe Double (C2)	C2 Wood	wood
C-211	Canoe Double (C2)	C2 Carbon kayakpro	red/white
C-212	Canoe Double (C2)	C2 Nelo UKR	red/white
C-213	Canoe Double (C2)	C2 New Nelo	SDCKT blue
C-214	Canoe Double (C2)	Wood Narrowed by Joe	Wood
C-400	Canoe Quad (C4)	C4 Excursor	blue
C-401	Canoe Quad (C4)	Vajda	blue
C-402	Canoe Quad (C4)	Plastex	white
K-001	K1 Training	K1 Lightning/plastic	yellow
K-002	K1 Training	K1 Lightning/plastic	yellow
K-003	K1 Training	K1 Lightning/plastic	yellow
K-004	K1 Training	K1 Lightning/plastic	yellow
K-005	K1 Training	K1 Lightning/plastic	yellow

K-006	K1 Training	K1 Lightning/plastic	yellow
K-007	K1 Training	K1 Lightning/plastic	yellow
K-008	K1 Training	K1 Lightning/plastic	yellow
K-009	K1 Training	K1 Lightning/plastic	yellow
K-010	K1 Training	K1 Lightning/plastic	yellow
K-011	K1 Training	K1 Lightning/plastic	yellow
K-012	K1 Training	K1 Lightning/plastic	yellow
K-013	K1 Training	K1 Lightning/plastic	yellow
K-014	K1 Training	K1 Lightning/plastic	yellow
K-015	K1 Training	K1 Lightning/plastic	yellow
K-016	K1 Training	K1 Lightning/plastic	yellow
K-018	K1 Training	Surfski Cobra Eliminator	Blue
K-023	K1 Training	K1	blue
K-023	K1 Training	K1	
K-024	K1 Training	K1 Mini, plastex	red
K-025	K1 Training	K1 Mini	aqua
K-026	K1 Training	K1 Mini, plastex	red
K-060	K1 Intermediate	K1 Orion #1	black stripe
K-061	K1 Intermediate	K1 Orion #2	white/blue
K-062	K1 Intermediate	K1 Orion #3	blue/red stripe
K-063	K1 Intermediate	K1 Orion #18	white/red
K-064	K1 Intermediate	K1 Orion NAC #6	white/blue
K-065	K1 Intermediate	K1 Orion NAC #7	blue stripe
K-066	K1 Intermediate	K1 Nelo Trainer	yellow
K-067	K1 Intermediate	K1 Kirton Trainer	white/blue stripe
(K-068)	K1 Intermediate	alicita	white
(K-069)	K1 Intermediate	green	green
K-071	K1 Racing	K1 Hawk #5	white/blue stripe
K-072	K1 Racing	K1 Hawk #15	white
K-074	K1 Racing	K1 Hawk #155	green/grey
K-075	K1 Racing	K1 Hawk Max	maroon stripe
K-076	K1 Racing	K1 Hawk	aqua/white
K-077	K1 Racing	K1 Van Dusen Hawk	blue
K-078	K1 Racing	K1 Van Dusen Eagle 2	blue
K-079	K1 Racing	K1 Van Dusen Eagle	grey
K-080	K1 Racing	K1 Van Dusen Eagle	blue/grey
K-082	K1 Intermediate	Epic	white
K-083	K1 Racing	K1 Hawk	red/white
K-084	K1 Racing	K1 Hawk	white
K-085	K1 Racing	K1 Max	Blue
K-087	K1 Racing	K1 Hawk "Killer"	white
K-088	K1 Racing		grey
K-100	K1 Elite Racing	K1 Nelo Scorpion	yellow
K-101	K1 Elite Racing	K1 Nelo Vanquish L	yellow

K-102	K1 Elite Racing	K1 Nelo Vanquish M	green/black
K-104	K1 Elite Racing	K1 Nelo Vanquish M	light blue
K-105	K1 Elite Racing	K1 Epic Legacy Club M	white/blue
K-106	K1 Elite Racing	K1 Epic Legacy Club M	white/blue
K-107	K1 Elite Racing	K1 Epic Legacy Ultra M	white/red
K-108	K1 Elite Racing	K1 Epic Legacy Ultra M	white/red
K-109	K1 Elite Racing	K1 Epic Legacy Perf L	white/black
K-110	K1 Elite Racing	K1 Epic Legacy Club L	white/blue
K-111	K1 Elite Racing	K1 Epic Legacy Perf XL	white/black/Maui
K-112	K1 Elite Racing	K1 Epic Legacy ultra XL	white/red
K-113	K1 Elite Racing	K1 Plastex	red/white
K-114	K1 Elite Racing	K1 Epic Legacy M (#31)	white/black
K-115	K1 Elite Racing	K1 Nelo Vanquish ML	red/black
K-116	K1 Elite Racing	K1 epic Legacy XL	white/Black
K-117	K1 Elite Racing	Nelo V2 ML	cream black
K-118	K1 Elite Racing	Epic legacy L	
K-119	K1 Elite Racing	vanquish M	pink
K-120	K1 Elite Racing	Nelo	blue
K-121	K1 Elite Racing	Legacy XL	white
K-200	Kayak Double (K2)	K2 Kirten (British flag)	white
K-202	Kayak Double (K2)	K2 Nelo	yellow/black
K-203	Kayak Double (K2)	K2 Van Dusen	grey
K-204	Kayak Double (K2)	K2 Van Dusen	blue
K-205	Kayak Double (K2)	K2 Gaybo	White/red stripe
K-212	Kayak Double (K2)	K2 Nelo Scorpion	yellow
K-213	Kayak Double (K2)	K2 Plastex Eureka 150	Carbon
K-214	Kayak Double (K2)	K2 Plastex Eureka 180	Carbon
K-215	Kayak Double (K2)	K2 Plastex Eureka 170	Mix
K-216	Kayak Double (K2)	K2 Plastex Eureka 180	Mix
K-217	Kayak Double (K2)	K2 Falcon Van Dusen	grey

K-218	Kayak Double (K2)	K2 Epic ML	white/red
K-219	Kayak Double (K2)	K2 Epic XL	white/red
K220	Kayak Double (K2)	K2 Epic XL	White/Black
K-400	Kayak Quad (K4)	K4 Plastex	yellow
K-401	Kayak Quad (K4)	K4 Van Dusen	blue
K-402	Kayak Quad (K4)	K4 Nelo M	blue
K-403	Kayak Quad (K4)	K4 Nelo L	blue
K-404	Kayak Quad (K4)	K4 Van Dusen	grey
K-501	K1 Training	Nelo Viper Paracano	blue
K-502	K1 Training	Nelo Viper Paracano	blue
K-503	K1 Racing	Nelo PK 1	White
S-019	SurfSki Single	Surfski Mini Onno	white
S-034	SurfSki Single	Surfski Hayden	green/white
S-035	SurfSki Single	Surfski Hayden	light blue
S-036	SurfSki Single	Surfski Hayden	red/white/blue
S-037	SurfSki Single	Surfski Hayden	blue/grey
S-038	SurfSki Single	Surfski Stealth	pink/white
S-039	SurfSki Single	Surfski Valhalla Victory	red stripe
S-040	SurfSki Single	Surfski Fenn XT	red/white
S-041	SurfSki Single	Surfski Epic V10 Sport	black
S-043	SurfSki Single	Surfski Fenn Milenium	turquoise/white
S-044	SurfSki Single	Surfski Valhalla special	black stripe
S-045	SurfSki Single	Surfski Valhalla special	brown stripe
S-047	SurfSki Single	Twogood/Carbon	black/white
S-050	SurfSki Single	Surfski Fenn XT (Austed)	white
S-051	SurfSki Single	Surfski Valhalla special	red
S-052	SurfSki Single	Surfski Valhalla special	green
S-053	SurfSki Single	Surfski Hayden	blue/grey
S-054	SurfSki Single	Epic V8 Perf Surfski	white/black
S-055	SurfSki Single	Epic V8 Perf Surfski	white/black
S-056	SurfSki Single	Valhalla Viking	white
S-058	SurfSki Single	Fenn Millenium	Blue
S-059	SurfSki Single	Surfski Tarpon Spec	white
S-060	SurfSki Single	Fenn Millenium	White
S-062	SurfSki Single	Fenn Millenium	Yellow
S-063	SurfSki Single	Fenn Millenium	white
S-064	SurfSki Single	Valhalla Victory Special	white black/yellow
S-065	SurfSki Single	Epic V8 Perf Surfski	white/black
S-066	SurfSki Single	Epic V8 Perf Surfski	white/black
S-067	SurfSki Single	Surfski V10	white
S-068	SurfSki Single	Valhalla Victory Special	white

S-069	SurfSki Single	Fenn Millenium	blue/white
S-070	SurfSki Single	Forcefield	
S-071	SurfSki Single	Valhalla Victory Special	white
S-072	SurfSki Single	futura	yellow
S-073	SurfSki Single	Epic V8 Perf Surfski	White/Black
S-074	SurfSki Single	Epic V7 16	
S-075	SurfSki Single	Epic V7 17	
S-076	SurfSki Single	Epic V8	
S-077	SurfSki Single	New Epic V7 1	white
S-078	SurfSki Single	New Epic V7 2	white
S-079	SurfSki Single	New Epic V7 3	white
S-080	SurfSki Single	New Epic V7 4	white
S-081	SurfSki Single	New Epic V7 5	white
S-082	SurfSki Single	New Epic V7 6	white
S-083	SurfSki Single	New Epic V7 7	white
S-084	SurfSki Single	New Epic V7 8	white
S-085	SurfSki Single	New Epic V7 9	white
S-086	SurfSki Single	New Epic V7 10	white
S-087	SurfSki Single	New Epic V7 11	white
S-088	SurfSki Single	New Epic V7 12	white
S-089	SurfSki Single	New Epic V7 13	white
S-090	SurfSki Single	New Epic V7 14	white
S-091	SurfSki Single	New Epic V7 15	white
S-092	SurfSki Single	Epic V10	white
S-093	SurfSki Single	no brand	white blue
S-094	SurfSki Single	Barracuda	white/black
S-220	SurfSki Double	Fenn	white/red
S-224	SurfSki Double	Surfski Fenn Carbon	black
S-225	SurfSki Double	Surfski Fenn Elite	White
S-227	SurfSki Double	fenn patagonia	white
S-228	SurfSki Double	viper nelo	white green
PB-001	Prone	Paddle Board Bennett	
PB-002	Prone	Paddle board barlow	
PB-003	Prone	laguna competition	white/blue/yellow
SUP-001	SUP	Hobie 12'6" carbon SUP	black
SUP-002	SUP	Hobie 12'6" carbon SUP	black
SUP-003	SUP	Hobie 12'6" carbon SUP	black
SUP-004	SUP	Hobie 12'6" carbon SUP	black
SUP-005	SUP	Hobie 14' carbon SUP	black
SUP-006	SUP	Hobie 14' carbon SUP	black

SUP-007	SUP	YOLO 12'6"foam SUP	yellow
SUP-008	SUP	YOLO 12'6"foam SUP	yellow
SUP-009	SUP	YOLO 12'6"foam SUP	yellow
SUP-010	SUP	YOLO 12'6"foam SUP	yellow
SUP-011	SUP	YOLO 12'6"foam SUP	yellow
SUP-012	SUP	YOLO 12'6"foam SUP	yellow
SUP-013	SUP	YOLO 12'6"foam SUP	yellow
SUP-014	SUP	YOLO 12'6"foam SUP	yellow
SUP-015	SUP	Rogue 12'6" carbon	orange blue
SUP-016	SUP	Joe Bark, 18'6, carbon	blue stars
SUP-017	SUP	Kids SUP	blue
SUP-018	SUP	Kids SUP	blue
SUP-019	SUP	Kids SUP	blue
SUP-020	SUP	Kids SUP	blue
SUP-021	SUP	Kids SUP	blue
SUP-022	SUP	Kids SUP	blue
SUP-023	SUP	Kids SUP	blue
SUP-024	SUP	Kids SUP	blue
SUP-025	SUP	Kids SUP	blue
SUP-026	SUP	Kids SUP	blue
EPIC-001	SurfSki Single	Surfski V10 ELITE	black
EPIC-002	SurfSki Single	Surfski V10	white
EPIC-003	SurfSki Single	Surfski V14	white/Black
Epic	SurfSki Double	Epic	White
Epic	Surfski Double	Epic	White

CLUB BOATS AND TRAILERS

Type	Manufacturer	Serial # or Description
Canoe	C4 Vajda Shark	Light blue/dark
Canoe	C2 Nelo	SDCKT Blue
Canoe	C2 Nelo UKR	Red/White
Canoe	C1 Nelo	White
Canoe	C1 Nelo	White
Canoe	C1 Plastex	White
Kayak	K4 Nelo M	Blue
Kayak	K4 Nelo L	Blue
Kayak	K2 Nelo Scorpion	Yellow
Kayak	K2 Nelo ML	Black/Yellow
Kayak	K2 Epic ML	White Red
Kayak	K2 Epic XL	White Red
Kayak	K2 Epic XL	Black/White
Kayak	K2 Plastex 150	Black
Kayak	K1 Nelo	Black
Kayak	K1 Nelo	Black
Kayak	K1 Nelo	Black
Launch	Solcat/Nacra	SKLA05480474
Storage ModularTrailer	Office Trailer	24x40 2BE26492
Storage ModularTrailer	Office Modtech	24x40 17596/17597
Trailer	Cargo 28ft	4D6EB2627FA03478
Trailer	Haulmark 24ft	24ft Enclosed
Trailer	Sun Cargo	Kayak/Canoe Open Trailer

PADDLES

Asset #	Paddle Type	Description	Size (cm)	Owner	Comment	Last inventoried	Acquisition year
P-001	Quickblade		215	SDCKT		3/12/2016	
P-002	Quickblade		216	SDCKT		3/12/2016	
P-003	Plastex	blue	210	SDCKT		25-Apr	
P-004	Plastex	white	217	SDCKT		3/12/2016	
P-005	Swing		219	SDCKT		3/12/2016	
P-006	Hunter		209	SDCKT		25-Apr	
P-007	unknown		224	SDCKT		3/12/2016	
P-008	unknown		210	SDCKT		3/12/2016	
P-009	unknown		195	SDCKT		4/25/2016	
P-010	unknown		214	SDCKT		3/12/2016	
P-011	Fenn 4		212	SDCKT		3/12/2016	

P-012	-----						
P-013	Lettman I		218	SDCKT		3/12/2016	
P-014	Lettman II		218	SDCKT		3/12/2016	
P-015	Bracia childrens		209	SDCKT			
P-016	Bracia childrens		192	SDCKT			
P-017	Bracia childrens		205	SDCKT			
P-018	Bracia childrens		186	SDCKT			
P-019	Bracia I		193	SDCKT		4/25/2016	
P-020	Bracia I		211	SDCKT		3/12/2016	
P-021	Bracia I		214	SDCKT			
P-022	Bracia I		196	SDCKT		4/25/2016	
P-024	Bracia II		214	SDCKT			
P-027	Bracia II		212	SDCKT		3/12/2016	
P-028	Bracia IV		217	SDCKT		3/12/2016	
P-029	Bracia IV		212	SDCKT		3/12/2016	
P-030	Bracia IV		201	SDCKT		3/12/2016	
P-031	Bracia IV		214	SDCKT		3/12/2016	
P-032	Turbo		193	SDCKT			
P-033	Turbo		189	SDCKT		25-Apr	
P-034	Turbo		187	SDCKT		25-Apr	
P-035	Turbo		192	SDCKT		3/12/2016	
P-036	Turbo		216	SDCKT		3/12/2016	
	Turbo		193	SDCKT	no number	4/25/2016	
P-037	Turbo		193	SDCKT			
P-038	unknown		197	SDCKT		25-Apr	
P-039	Bracia IV		214	SDCKT		3/12/2016	
P-040	-----						
P-041	-----			SDCKT		25-Apr	
P-042	-----						

P-043	-----						
P-044	Epic	white	200-210	SDCKT		4/25/2016	
P-045	Epic	white	200-210	SDCKT			
P-046	Epic	white	200-210	SDCKT			
P-047	Epic	white	200-210	SDCKT		3/12/2016	
P-048	Epic	white	200-210	SDCKT		4/25/2016	
P-049	Epic	white	200-210	SDCKT		3/12/2016	
P-050	Epic	white	200-210	SDCKT			
P-051	Epic	white	200-210	SDCKT		4/25/2016	
P-052	Epic	white	200-210	SDCKT		3/12/2016	
P-053	Epic	white	200-210	SDCKT		3/12/2016	
P-054	Epic	white	200-210	SDCKT			
P-055	Epic	silver	200-210	SDCKT			
P-056	Epic	black	200-210	SDCKT		4/25/2016	
P-057	Epic	white	200-210	SDCKT			
P-058	Braca			SDCKT		4/25/2016	
	Epic	white	200-210	SDCKT		25-Apr	
	Epic	white	200-210	SDCKT		25-Apr	
				SDCKT		25-Apr	
				SDCKT		25-Apr	
				SDCKT		25-Apr	
				SDCKT		25-Apr	
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015

	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
	Epic	Black		SDCKT			2015
PC-001		CANOE		SDCKT		3/12/2016	
PC-002		CANOE		SDCKT		3/12/2016	
PC-003		CANOE		SDCKT		3/12/2016	
PC-004		CANOE		SDCKT			
PC-005		CANOE		SDCKT		3/12/2016	
PC-006		CANOE		SDCKT		3/12/2016	
PC-007	Mitchell	CANOE	adjustable	SDCKT		25-Apr	
PC-008	Mitchell	CANOE	adjustable	SDCKT		3/12/2016	
PC-009	Mitchell	CANOE	adjustable	SDCKT		3/12/2016	
PS-001		SUP		SDCKT		3/12/2016	2015
PS-002		SUP		SDCKT		3/12/2016	2015
PS-003		SUP		SDCKT		3/12/2016	2015
PS-004		SUP		SDCKT		3/12/2016	2015
PS-005		SUP		SDCKT		3/12/2016	2015
PS-006		SUP		SDCKT		3/12/2016	2015
PS-007		SUP		SDCKT		3/12/2016	2015
PS-008		SUP		SDCKT		3/12/2016	2015

PS-009		SUP		SDCKT		3/12/2016	2015
PS-010		SUP		SDCKT		3/12/2016	2015
PS-011		SUP		SDCKT		3/12/2016	2015
PS-012		SUP		SDCKT		3/12/2016	2015
PS-013		SUP		SDCKT			2015
PS-014		SUP		SDCKT			2015
PS-015		SUP		SDCKT		3/12/2016	2015
PS-016		SUP		SDCKT			2015
PS-017		SUP		SDCKT		3/12/2016	2015
PS-018		SUP		SDCKT		3/12/2016	2015
PS-019		SUP		SDCKT			2015
PS-020		SUP		SDCKT		3/12/2016	2015
PS-021		SUP		SDCKT			2015
PS-022		SUP		SDCKT		3/12/2016	2015
P-025	Bracia II	-	219	SDCKT	Sold to Mark Gosselin	-	
P-023	Bracia I	-	214	SDCKT	sold	3/12/2016	-
P-026	Bracia II	-	218	SDCKT	sold	3/12/2016	

SAN DIEGO CANOE KAYAK EQUIPMENT

<u>Item</u>	<u>color</u>	<u>owner</u>	<u>size</u>	<u>Make</u>
Life Jackets	Assorted	SDCKT	S/M/L	Various
Canopies	White/blue	SDCKT	10x10	EZ up
Canopies Large costco	Red Bag	SDCKT		

Tool Box and Tools		SDCKT		Sears
Tables and Chairs		SDCKT		
Tool Cabinets		SDCKT		
Indoor Solar lighting set		SDCKT		
Weight room flooring		SDCKT		
Weight room equipment		SDCKT		
Assault Bike		SDCKT		
Cranck Cycle		SDCKT		
Spin Bikes				
Rowing Ergs				
Kayak Erg	Blue	SDCKT		
Kayak Erg	White	Paddle Synergy		
Sets Changing Shelves				
Strap Box and assorted Straps				
Tool Boxes - Boathouse				
Motion Solar Lights				
Garden Hose				
Extension Cords				
Assorted Coolers				

SAN DIEGO CANOE KAYAK TEAM BOATS AND TRAILERS

<u>Item</u>	<u>Make</u>	<u>Model</u>	<u>HIN/VIN</u>
Coaching Boat #1	SOLCAT	1974/Catamaran/Power	SKLA05480474
Coaching Boat #2	PRINDLE	Catamaran/Power	STRST199F788
Coaching Boat #3	Caribe	Inflatable	

Office Trailer	MDREX	1978/Office Trailer 24ft	1178823S11235
Kayak Trailer	Sun Cargo	Modified Utility	New
Kayak Trailer	Haulmark	24ft enclosed trailer	
Kayak Trailer	Cargo	28ft enclosed Trailer	4D6EB2627FAO3475 8
Office Trailer	MODTECH	24X40FT	17596/17597
Office Trailer	MODTECH	24X40FT	
Canopy	Marco Canopies	10ftx40ft	
Hobie Trailer	SHRLN	1983/CARRIER	1YRO78799DG00080 7
Catamaran Trailer	Not used on street only for beach access		
Shed	Rubber Maid		
Shed	Lifetime		
Remote Lighting Systems			
Coaching Boat	Achilles	Dave Salerno	Suzuki 25hp

PRIVATE BOATS

Equipment	Color			Owner	Location
<u>SINGLES SURFSKI/PRIVATE</u>					
Surfski Epic V10L Value	White/Blue			Bohlman	b/house right
OC1	-	-	-	Red	trailer
OC1				Hunter	trailer
Surfski V10	white/black			Joe Bezak	b/house Left
Surfski V10L	white/black			Teresa Boli	b/house left
Surfski Nelo	Red			Lishchuk	back racks
Epic V10L	Red/White			Zimmer	Right Boathouse
Surfski Epic V14	white/Red			Errez	back racks
Epic Spec Ski	white red			Barlow	Trailer
Epic Surfski V12	white Red			Barlow	Boathouse
Epic Surfski V12	white Black			Truesdale	Trailer
<u>SINGLES K1/C1/PRIVATE</u>					
K1 Van Dusen Eagle	grey			Barlow	b/house left
K1 Nelo Cinco	White			Nate Errez	b/house left
K1 Nelo Cinco	Black			Crockett, Thom	b/house left
K1 Nelo	yellow			Barlow	b/house left
K1 Nelo	red/white			Barlow, Sam	b/house right
K1 Nelo	white			Borm	b/house left
K1 Nelo	white			Borm	b/house left

K1 Plastex	red/white/blue			Swan	b/house left
K1 Nelo Cinco	white			Barlow, Sam	b/house left
K1 Nelo Cinco	Black			Parker	b/house Left
K1 Nelo Cinco	Pink			Jacob Eash	b/house left
K1 Nelo Vanquish	green/white			Dacosta	b/house Left
K1 Epic Legacy performance M	white/black			Espinosa	b/house right
K1 Nelo	Yellow			Lishchuk	B/house Left
K1 Epic Legacy Elite XL	white/red			JL/Barlow, Chris	b/house left
C1 Nelo				Zoe Hein	
C1 Nelo				Heather	
C1 Nelo				Valentine	
C1 Nelo				Valentine	
Paddle board				Chadwell	b/house right
Paddle board 10'6"				Dobro	back racks
Paddle board 16ft				Barlow	back racks
Paddle board 12ft	white Laguna			Barlow	back racks
1 Foam Zimmer Paddleboards 8ft				Zimmer	back racks
Bark SUP	-	-	-	Zibi	b/house right

K4CA

Canoe	C4 Excursor	Blue "Moose"	
Kayak	K4 Plastex	Yellow	
Kayak	K4 Van Dusen	Blue	
Kayak	K4 Van Dusen	Grey	
Launch	Prindle	STRST 199F788	



Date of Notice: January 13, 2020

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Use and Occupancy Permit with the San Diego Canoe and Kayak Team

COMMUNITY PLAN AREA: Mission Bay Park

COUNCIL DISTRICT: District 2

LOCATION: City-owned property adjacent to the San Diego Youth Aquatic Center (1750 Fiesta Island Rd., San Diego, CA 92109)

PROJECT DESCRIPTION: Use and Occupancy Permit renewal with the San Diego Canoe and Kayak Team (Permittee) allowing Permittee to use the Permit Area (approximately 6,335 square feet of City-owned property) for storing and accessing equipment in the Permit Area.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: This activity is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Existing Facilities).

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

STATEMENT SUPPORTING REASON FOR ENVIRONMENTAL DETERMINATION:

The City of San Diego conducted an environmental review that determined the project would not have the potential for causing a significant effect on the environment pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) which consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of existing or former use; and where the exceptions listed in CEQA Guidelines Section 15300.2 would not apply in that no cumulative impacts were identified; no significant effects on the environment were identified; the project is not adjacent to a scenic highway; no historical resources would be affected by the action; and the project was not identified on a list of hazardous waste sites pursuant to Section 65962.5 of the Government Code.

CITY CONTACT: Jayne Vanderhagen, Supervising Property Agent

MAILING ADDRESS: Real Estate Assets Department
1200 Third Avenue, Suite 1700, MS 51A, San Diego, CA 92101

PHONE NUMBER: 619-236-6210

On January 13, 2020, the City of San Diego made the above-referenced environmental determination pursuant to the California Environmental Quality Act (CEQA). This determination is appealable to the City Council. If you have any questions about this determination, contact the City Contact listed above.

Applications to appeal the CEQA determination to the City Council must be filed in the office of the City Clerk within 10 business days from the date of the posting of this Notice (**January 28, 2020**). The appeal application can be obtained from the City Clerk, 202 'C' Street, Second Floor, San Diego, CA 92101.

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

POSTED IN THE OFFICE OF DSD

POSTED: 1/13/2020

REMOVED: 1/30/2020

POSTED: E. Pasoual