

Taylor, Susan

From: Carlson, Mary
Sent: Thursday, January 14, 2010 3:28 PM
To: Taylor, Susan
Subject: Lease id R301PM-059-A00
Attachments: SKMBT_C25009102715570.pdf; Scan001.pdf

Legal-Sublease

Sue – Sorry. Can't remember if I gave this to you for scanning or not.

This is an agreement between Regional Public Safety Training and SD County Regional Airport Authority and they are just letting us know.

-Mary

From: Castillo, Rita [mailto:racastillo@pd.sandiego.gov]
Sent: Tuesday, October 27, 2009 4:11 PM
To: Carlson, Mary
Cc: Leas, John
Subject: Copy of signed U&OP,

Hello Mary, attached is a signed copy of the Use and Occupancy Permit between San Diego Regional PSTI and San Diego County Regional Airport Authority. I also have a copy of the insurance. If you need a copy to complete your file just let me know so I can scan and email.

Thank you,
Rita Castillo

USE AND OCCUPANCY PERMIT

THIS USE AND OCCUPANCY PERMIT ("Permit") is entered into by and between the SAN DIEGO REGIONAL PUBLIC SAFETY TRAINING INSTITUTE, a joint powers authority public agency comprised of The City of San Diego, the County of San Diego, and the San Diego Community College District (the "INSTITUTE"), and SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, a local governmental entity of regional government ("PERMITTEE"), to be effective as of **October 5, 2009** (the "Effective Date"), as follows:

DEFINITIONS

As used in this Permit, the following terms shall be defined as follows:

- A. **"Permit Area"** shall mean portions of certain real property owned by the City of San Diego and leased to the INSTITUTE, and located on Halsey Road near the intersection of McCain Road and North Harbor Drive., and more particularly described in **Exhibit A: Permit Area**, attached hereto.
- B. **"Permit Use"** shall mean the exclusive use of the Permit Area for construction staging and storage area related to the construction of a new intersection at McCain Road and North Harbor Drive, and for no other purpose whatsoever. Permittee shall fence and screen the Permit Area.
- C. **"PERMITTEE'S Address for Notices"** shall be:
SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY
Real Estate Management Department – Attn: Troy Leech
P.O. Box 82776
San Diego, CA 92138
- D. **"Term"** shall mean one-hundred twenty (120) calendar days; expiring on **February 5, 2010**.

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

- 1. **Occupancy**. Subject to the terms and conditions of this Permit, the INSTITUTE hereby grants permission to PERMITTEE, its officers, employees, agents and contractors to enter upon and occupy the Permit Area solely for the purpose of the Permit Use.
- 2. **Use of Permit Area**. PERMITTEE may use the Permit Area solely for the Permit Use and for no other purpose whatsoever without the INSTITUTE'S prior written consent in each instance.
- 3. **Governmental Approvals**. By entering into this Permit, the INSTITUTE is not obligating

itself 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 rezonings, variances, environmental clearances, and all other required governmental approvals.

4. Term. The Term shall commence on the Effective Date. If the Effective Date is not the first day of a calendar month, the first, partial month shall be counted as a full month for purposes of determining the expiration date of this Permit, so that the Term shall expire on the last day of a calendar month.
5. Revocable License. This Permit is not a lease. It is a license to use real property, and may be revoked at will by the INSTITUTE, in its sole discretion. The INSTITUTE shall not be obligated for any 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 for expense or loss which PERMITTEE might incur as a result of the INSTITUTE'S revocation or termination of this Permit.
6. No Holdover. If PERMITTEE continues to occupy the Permit Area after the expiration or earlier termination of this Permit, such occupancy shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights in or to the Permit Area.
7. Termination. PERMITTEE may terminate this Permit for any reason upon thirty (30) days prior written notice.
8. Vacate. Upon the expiration or earlier termination of this Permit, PERMITTEE shall immediately cease all operations on the Permit Area and as soon as practicable thereafter clear and vacate the Permit Area.
9. 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 Permit Area, 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, 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.
10. Maintenance of the Permit Area. PERMITTEE shall, at PERMITTEE'S sole cost and expense and to the INSTITUTE'S satisfaction, maintain the Permit 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 Permit Use. The INSTITUTE shall at no time during the Term be required to make any improvements or repairs to the Permit Area. PERMITTEE shall keep the Permit Area free and clear of rubbish, debris and litter at all times.
11. Inspection. The INSTITUTE may at all times enter and inspect the Permit Area.

12. Utilities. PERMITTEE shall order, obtain, and pay for all utilities and service and installation charges in connection with its use of the Permit Area.
13. Improvements/Alterations. 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 the INSTITUTE. Except as required by law, the INSTITUTE shall not be obligated to make any repair or assume any expense for any improvements or alterations to the Permit Area.
14. Insurance. PERMITTEE shall deliver to the INSTITUTE a current certificate of insurance for:
 - 1) Commercial General Liability Insurance, providing coverage for bodily injury, including death, personal injury, 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);
 - 2) Automobile Liability Insurance, providing coverage for all bodily injury and property damage, with a limit of at least One Million Dollars (\$1,000,000) per occurrence. Such insurance shall cover liability arising out of any vehicle (including owned, hired, and non-owned vehicles) operated on the Permit Area. Coverage shall be written on *ISO form CA 00 01 12 90*, or a substitute form providing equivalent liability coverage; and
 - 3) Workers' Compensation Insurance, as required by the laws of the State of California for all of PERMITTEE'S employees who are subject to this Permit, with Employers' Liability coverage with a limit of at least One Million Dollars (\$1,000,000).
- 14.1. Additional Insureds. Pursuant to a separate endorsement [CG2010 (11/85) or equivalent form], "The San Diego Regional Public Safety Training Institute, The City of San Diego, the County of San Diego, the San Diego Community College District, and each of their elected officials, officers, employees, representatives, and agents" shall be named as additional insureds in all policies.
- 14.2. Primary & Non-Contributory. Insurance policies shall be endorsed such that the coverage is primary and non-contributory to any coverage carried or maintained by the INSTITUTE. The policies shall be kept in force for the duration of the Term and any extended use. The certificate(s) of insurance shall be filed with the INSTITUTE.
- 14.3. Qualified Insurer(s). All insurance required by the terms of this Permit must be provided by insurers licensed to do business in the State of California which are rated at least "A-, VI" by the current AM Best Ratings Guide and which are acceptable to the INSTITUTE. Non-admitted surplus lines insurers may be accepted provided they are included on the most recent list of California eligible surplus lines insurers (LESLI list).
- 14.4. 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 the INSTITUTE at the time evidence of insurance is provided.

- 14.5. Continuity of Coverage. All policies shall be in effect on or before the first day of the Term, except "course of construction fire insurance" shall be in force on commencement of all authorized construction, and full applicable fire insurance coverage shall be effective upon completion of each insurable improvement. At least thirty (30) days prior to the expiration of each insurance policy, PERMITTEE shall furnish a certificate(s) showing that a new or extended policy has been obtained which meets the requirements of this Permit.
- 14.6. Modification. To assure protection from and against the kind and extent of risk existing on the Permit Area, the INSTITUTE, at its discretion, may require the revision of amounts and coverage at any time during the Term by giving PERMITTEE thirty (30) days prior written notice. PERMITTEE shall also obtain any additional insurance required by the INSTITUTE for new improvements, changed circumstances, or the INSTITUTE'S reasonable re-evaluation of risk levels related to PERMITTEE'S use of the Permit Area.
- 14.7. Accident Reports. PERMITTEE shall immediately report to the INSTITUTE any accident causing property damage or injury to persons on the Permit Area. 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. Indemnification. PERMITTEE shall protect, defend, indemnify, and hold the INSTITUTE, The City of San Diego, the County of San Diego, the San Diego Community College District, and each of their elected officials, officers, employees, representatives, and agents 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, invitees, guests, agents, or contractors, 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, and all expenses of investigating and defending against same, including without limitation attorney fees and costs; provided, however, that PERMITTEE'S duty to indemnify and hold harmless shall not include any claims or liability arising from the established active negligence, sole negligence, or sole willful misconduct of INSTITUTE and its elected officials, officers, employees, representatives, and agents. The INSTITUTE may, at its election, conduct the defense or participate in the defense of any claim related in any way to this indemnification. If the INSTITUTE 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 of the costs related thereto, including without limitation reasonable attorney fees and costs.
16. No Discrimination. PERMITTEE shall not discriminate in any manner against any person on account of race, color, religion, gender, sexual orientation, medical status, national origin, age, marital status, or physical disability in PERMITTEE'S use of the Permit Area, including without limitation the provision of goods, services, facilities, privileges, advantages, and accommodations, and the hiring of employees and contractors.

17. Local Business and Employment. For work associated with this Permit and to the extent legally permissible, 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. To the extent legally permissible, PERMITTEE shall use its best efforts to hire qualified local residents and firms whenever practicable.
18. Drug-free Workplace. PERMITTEE shall abide by the omnibus drug legislation passed by Congress on November 18, 1988, by adopting and enforcing a policy to maintain a drug-free workplace by doing all of the following:
 - 18.1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances are prohibited on the Permit Area and specifying the actions that will be taken against employees for violations of the prohibition; and
 - 18.2. Establish a drug-free awareness program to inform employees about all of the following:
 - a) The dangers of drug abuse in the workplace;
 - b) PERMITTEE'S policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug abuse violations.
 - 18.3. PERMITTEE shall include in each of its sublicenses and contracts related to this Permit language obligating each sub-licensee and contractor to comply with the provisions of this section to maintain a drug-free workplace. PERMITTEE, and each of its sub-licensees and contractors, shall be individually responsible for their own drug-free workplace program.
19. Disabled Access Compliance. PERMITTEE shall comply with the 1990 Americans with Disabilities Act ("ADA") and Title 24 of the California Code of Regulations (commonly known as the "building code") as defined in Section 18910 of the California Health and Safety Code and any other applicable federal, state, or local regulations hereafter enacted protecting the rights of people with disabilities.
20. PERMITTEE'S Risk. PERMITTEE shall bear all risks and liability arising out of or in any manner directly or indirectly connected with PERMITTEE'S occupancy, use, development maintenance and restoration of the Permit Area and any damages to the improvements on, under, or in the vicinity of the Permit Area resulting directly or indirectly thereby.
21. No Nuisance. PERMITTEE shall not use the Permit Area in any manner which creates a nuisance or unreasonably disturbs the quiet enjoyment of persons in and to the surrounding area.

22. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without the INSTITUTE'S prior written consent. Any assignment by operation of law shall automatically terminate this Permit.
23. Signs. PERMITTEE shall not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising without the INSTITUTE'S prior written consent. If any such unauthorized item is found on the Permit Area, PERMITTEE shall remove the item at its expense within 24 hours after notice by the INSTITUTE, or INSTITUTE may thereafter remove the item at PERMITTEE'S cost.
24. Encumbrances. PERMITTEE shall keep the Permit Area and the real property of which it is a part free from all encumbrances and liens of any nature which arise out of or are in any manner directly or indirectly connected with this Permit or PERMITTEE'S occupancy, use, development, maintenance or restoration of the Permit Area. PERMITTEE shall protect, defend, indemnify, and hold the INSTITUTE and The City of San Diego 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 all 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.
25. Compliance with Laws. PERMITTEE 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 PERMITTEE'S occupancy, use, development, maintenance and restoration of the Permit Area.
26. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Permit Area, including the land, any buildings, structures, machinery, equipment, appliances, or other improvements or property of any nature whatsoever erected, installed, or maintained by PERMITTEE, or levied by reason of PERMITTEE'S occupancy, use, development, maintenance or restoration of the Permit Area, including any licenses or permits. PERMITTEE acknowledges that this Permit may create a possessory interest subject to property taxation, and that PERMITTEE may be subject to the payment of taxes levied on that interest. PERMITTEE shall pay all such possessory interest taxes. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due INSTITUTE.
29. Hazardous Substances. PERMITTEE shall not allow the installation, storage, utilization, generation, sale or release of hazardous 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 the INSTITUTE'S prior written consent. PERMITTEE and PERMITTEE's agents 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.

- a. Release. For the purposes of this provision, a release shall include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of hazardous substances. "Hazardous Substance(s)" shall mean any hazardous liquid, solid, or gaseous material substances listed by the Environmental Protection Agency or the State of California as a hazardous substance, and any type of petroleum-related substances and their chemical constituents. A copy of the presently effective EPA and the State lists is on file in the Office of the San Diego City Clerk as Document 769704 and is hereby incorporated into this Permit.
- b. Remediation. If PERMITTEE'S occupancy, use, development, maintenance, operation, or restoration of the Permit Area results in a release of a Hazardous Substance, or petroleum related substance or its chemical constituents, PERMITTEE shall pay all costs of remediation and removal to the INSTITUTE'S satisfaction for unrestricted reuse of the Permit Area, and in accordance with all applicable laws, rules, and regulations of governmental authorities.
- c. Removal. If PERMITTEE or PERMITTEE's contractor or agent has received approval and permits to store, utilize, generate, or install, or otherwise bring hazardous materials or hazardous wastes to the Permit Area, PERMITTEE and/or PERMITTEE's contractor or agent shall remove all Hazardous Substances and hazardous wastes 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. The INSTITUTE 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 the INSTITUTE to remove any container, equipment, or device requiring disposal or removal as required by this provision.
- d. Indemnity. PERMITTEE shall protect, defend, indemnify, and hold the INSTITUTE and the City of San Diego harmless from any and all claims, costs, and expenses related to environmental liabilities resulting from PERMITTEE'S occupancy, use, development, maintenance, operation, or restoration of the Permit Area, including without limitation costs of environmental assessments; costs of regulatory remediation oversight; costs of remediation and removal; any necessary response costs; all fines, penalties or fees assessed by any regulatory agency; damages for injury to natural resources, PERMITTEE'S officers, employees, invitees, guests, agents, or contractors, or the public; and all costs of any health assessments or health effect studies.
- e. Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance or petroleum related substance or its chemical constituents has been released in, on, under, or from the Permit Area, PERMITTEE shall immediately notify the INSTITUTE and any appropriate regulatory or reporting agency per California

Administrative Code Title 19 and any other applicable laws or regulations. PERMITTEE shall deliver a written report thereof to the INSTITUTE within three (3) days of 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 the INSTITUTE 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.

- f. Environmental Assessment. Upon reasonable cause to believe that PERMITTEE'S occupancy, use, development, maintenance, operation, or restoration of the Permit Area ("PERMITTEE'S Operations"), resulted in any Hazardous Substance being released in, on, under, or from the Permit Area, the INSTITUTE 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 Operations on, in, from or under 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 the INSTITUTE in its sole discretion, the INSTITUTE 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 law and regulations are achieved, and PERMITTEE shall pay all costs and expenses therefor.

27. Aboveground Storage Tanks.

- 27.1. Monitoring. PERMITTEE shall monitor each aboveground storage tank located within the Permit Area and placed on the Permit Area by Permittee during the Term (individually and collectively, "Aboveground Tanks") in compliance with this Permit and all applicable laws, rules and regulations. PERMITTEE shall conduct daily visual inspections of all Aboveground Tanks and shall permit the San Diego Regional Water Quality Control Board (the "Water Quality Board"), the INSTITUTE, and all responsible governmental agencies, to conduct periodic inspections of all Aboveground Tanks.
- 27.2. Reporting. PERMITTEE shall report to the INSTITUTE any and all unauthorized releases from Aboveground Tanks within twenty-four (24) hours of each such release.
- 27.3. Fees and Costs. PERMITTEE shall pay all fees and costs related to unauthorized

releases of Hazardous Substances from Aboveground Tanks placed on the Permit Area by Permittee, including without limitation investigative, surface, groundwater cleanup, and expert and agency fees. PERMITTEE shall maintain insurance or other financial means to ensure the fulfillment of its obligations hereunder to pay such fees and costs, including without limitation the costs of corrective actions, compensating third parties for personal injuries or property damage, and compensating the INSTITUTE for damages to the Permit Area, directly or indirectly caused by any and all releases from Aboveground Tanks. PERMITTEE shall deliver to the INSTITUTE and maintain evidence, satisfactory to the INSTITUTE, of such financial responsibility. PERMITTEE shall pay all costs and expenses related to Aboveground Tanks, including without limitation costs and expenses to comply with PERMITTEE'S obligations under this Permit.

- 27.4. Development, Maintenance and Repair. PERMITTEE shall develop, maintain and repair all Aboveground Tanks placed on the Permit Area by Permittee in compliance with all applicable laws, rules and regulations for aboveground storage tanks, including without limitation all of the requirements of California Health & Safety Code, Sections 25270 through 25170.13 as presently existing or as amended (the "Health & Safety Code"). PERMITTEE shall obtain all required permits and produce and deliver such documents as any and all responsible governmental agencies may require. PERMITTEE shall: (a) comply with all valid orders of the Water Quality Board; (b) file all required aboveground storage tank statements; (c) establish and maintain all required monitoring programs and systems; (d) report all spills as required; and (e) pay all lawfully imposed penalties and fines.
- 27.5. Records and Inspection. PERMITTEE shall produce and maintain complete and accurate records related to Aboveground Tanks, including without limitation permit applications, monitoring, inspections and testing data and results, equipment installation, repairing and removal of Aboveground Tanks, and all unauthorized releases of Hazardous Substances from Aboveground Tanks. PERMITTEE shall keep such records in a format and location readily accessible by the INSTITUTE and all other responsible governmental agencies for a period of not less than thirty-six (36) months after PERMITTEE permanently vacates the Permit Area. PERMITTEE shall make all such records available for inspection by the INSTITUTE and all responsible governmental agencies upon reasonable notice.
- 27.6. Spill Prevention. PERMITTEE shall prepare and implement a spill prevention control countermeasure plan as required by the Health & Safety Code, and conduct periodic inspections to ensure compliance therewith.
- 27.7. Operator Agreements. PERMITTEE shall require each operator of an Aboveground Tank to comply with the Health and Safety Code as part of each agreement between PERMITTEE and each operator of an Aboveground Tank.
- 27.8. Legal Compliance. PERMITTEE shall comply with all laws, rules and regulations presently existing or hereafter enacted applicable to Aboveground Tanks.
28. Water Quality Assurances. PERMITTEE shall comply with San Diego Municipal Code

Article 3, Division 3: Stormwater Management and Discharge Control (the "Stormwater Code"), and employ "Best Management Practices" including a "Storm Water Pollution Prevention Plan" as those terms are defined by the Stormwater Code (collectively, "Prevention Plan").

29. Waiver. The property constituting the Permit Area is publicly owned. The INSTITUTE'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 INSTITUTE'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 the INSTITUTE to constitute a valid and binding waiver. The INSTITUTE'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. The INSTITUTE'S failure to discover a default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but the INSTITUTE may at any and all times require the cure of the default.
30. Cumulative Remedies. The INSTITUTE'S rights and remedies under this Permit are cumulative and shall not limit or otherwise waive or deny any of the INSTITUTE'S rights or remedies at law or in equity.
31. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.
32. No Affiliation. Nothing contained in this Permit shall be deemed or construed to create a partnership, joint venture or other affiliation between the INSTITUTE and PERMITTEE or between the INSTITUTE and any other entity or party, or cause the INSTITUTE to be responsible in any way for the debts or obligations of PERMITTEE or any other party or entity.
33. Entire Agreement. This Permit constitutes the entire agreement between the parties and supersedes any and all prior understandings, representations, warranties and agreements between them pertaining to this Permit and PERMITTEE'S occupancy, use, development, maintenance and restoration of the Permit Area. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.
34. Legal Proceedings. If any party brings an action or proceeding against another party under this Permit, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs and expenses thereof, including without limitation reasonable attorney fees and costs. The "prevailing party" shall be that party who obtains substantially the result sought, whether by settlement, dismissal, or judgment. If, as a result of an action brought by or against PERMITTEE in connection with this Permit, the INSTITUTE intervenes therein, becomes a party, or is made a party thereto, PERMITTEE shall pay all of the INSTITUTE'S costs and expenses thereof, including without limitation reasonable attorney fees and costs.

35. 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 PERMITTEE at PERMITTEE'S Address for Notices, and to the INSTITUTE as follows:

SAN DIEGO REGIONAL PUBLIC SAFETY TRAINING INSTITUTE
San Diego Police Department – Facilities Management
1401 Broadway – MS 770 – Attn: John Leas
San Diego, California 92101

With a copy by First Class Mail to: THE CITY OF SAN DIEGO
Attn: Real Estate Assets Department
1200 Third Avenue, Suite 1700, M. S. 51A
San Diego, CA 92101

With a copy by First Class Mail to: SAN DIEGO CITY ATTORNEY
Attn: Real Property Section
1200 Third Avenue, Suite 1100
San Diego, California 92101-4106

36. 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 the INSTITUTE with evidence, satisfactory to the INSTITUTE, 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

38. 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 and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by the INSTITUTE as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that the INSTITUTE has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold the INSTITUTE responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE'S employees, from any defects in the Permit Area, and shall be solely responsible therefor.

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

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, -a local
governmental entity of regional government

BY: _____
Name: _____
Title: _____ Date _____

SAN DIEGO REGIONAL PUBLIC SAFETY TRAINING INSTITUTE,
a joint powers authority public agency comprised of The City of San
Diego, the County of San Diego, and the San Diego Community College
District

BY: Raymond Hernandez
Name: _____
Title: _____ Date 9-30-09

BY: _____
Name: _____
Title: _____ Date _____

BY: _____
Name: _____
Title: _____ Date _____

38. 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 and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by the INSTITUTE as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that the INSTITUTE has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold the INSTITUTE responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE'S employees, from any defects in the Permit Area, and shall be solely responsible therefor.

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

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, -a local
governmental entity of regional government

BY: _____
Name: _____
Title: _____ Date _____

SAN DIEGO REGIONAL PUBLIC SAFETY TRAINING INSTITUTE,
a joint powers authority public agency comprised of The City of San
Diego, the County of San Diego, and the San Diego Community College
District

BY: 
Name: Constance M. Carroll, Ph.D.
Title: Chancellor Date 9/23/09

BY: _____
Name: _____
Title: _____ Date _____

BY: _____
Name: _____
Title: _____ Date _____

38. 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 and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by the INSTITUTE as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that the INSTITUTE has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold the INSTITUTE responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE'S employees, from any defects in the Permit Area, and shall be solely responsible therefor.

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

SAN DIEGO COUNTY REGIONAL AIRPORT AUTHORITY, -a local
governmental entity of regional government

BY: _____
Name: _____
Title: _____ Date _____

SAN DIEGO REGIONAL PUBLIC SAFETY TRAINING INSTITUTE,
a joint powers authority public agency comprised of The City of San
Diego, the County of San Diego, and the San Diego Community College
District

BY: 
Name: Jay M. Goldstone
Title: Chief Operating Officer Date 9.21.09

BY: _____
Name: _____
Title: _____ Date _____

BY: _____
Name: _____
Title: _____ Date _____

37. 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 and its suitability for the Permit Use. PERMITTEE further represents and warrants that it is not relying on any representation by the INSTITUTE as to the condition of the Permit Area or its suitability for the Permit Use, and that PERMITTEE is relying solely on its own and independent inspections, tests, investigations and observations of the Permit Area in entering into this Permit. PERMITTEE accepts the Permit Area in its current condition, and acknowledges and agrees that the INSTITUTE has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Permit Area prior to the Effective Date. PERMITTEE shall not hold the INSTITUTE responsible for any defects in the Permit Area. PERMITTEE accepts and assumes all risk of harm to all persons and property, including without limitation PERMITTEE'S employees, from any defects in the Permit Area, and shall be solely responsible therefor.

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

APPROVED AS TO FORM

SAN DIEGO COUNTY REGIONAL
AIRPORT AUTHORITY

By: OCT 21 2009
[Signature]
General Counsel

By: [Signature]
Name: Vernon D. Evans
Title: Vice President, Finance/Treasurer

SAN DIEGO REGIONAL PUBLIC SAFETY
TRAINING INSTITUTE, a joint powers authority
public agency comprised of The City of San Diego, the
County of San Diego, and the San Diego Community
College District

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

BY: _____
Name: _____
Title: _____

Exhibit A: Permit Area





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/17/2009

PRODUCER Marsh Risk & Insurance Services 4445 Eastgate Mall, Suite 300 San Diego, CA 92121-1979 858-552-4200 CA License # 0437153	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED San Diego County Regional Airport Authority -CIP PO BOX 82776 San Diego, CA 92138-2776	INSURER A:	Zurich American Insurance Company
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	☒	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC	GLO 5924904-00	1/1/2008	1/1/2012	EACH OCCURRENCE	\$2,000,000
		DAMAGE TO RENTED PREMISES (Ea occurrence)				\$300,000	
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$2,000,000
						GENERAL AGGREGATE	\$4,000,000
						PRODUCTS - COM/OP AGG	\$4,000,000
						Deductible	\$250,000
	☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS ☐ _____				COMBINED SINGLE LIMIT (Each Occurrence)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
	☐	GARAGE LIABILITY ☐ ANY AUTO ☐ _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN AUTO ONLY:	EA ACC \$ AGG \$
	☐	EXCESS / UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION \$ _____				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
							\$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC5924903 01	01/01/2009	01/01/2010	☒ WC STATUTORY LIMITS ☐ OTHER	
						E.L. EACH ACCIDENT	\$1,000,000
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000
						E.L. DISEASE - POLICY LIMIT	\$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"The San Diego Regional Public Safety Training Institute, The City of San Diego, the County of San Diego, the San Diego Community College District, and each of their elected officials, officers, employees, representatives, and agents" shall be named as additional insured. General Liability coverage is primary and non-contributory.

CERTIFICATE HOLDER

SAN DIEGO REGIONAL PUBLIC SAFETY TRAINING INSTITUTE
San Diego Police Department - Facilities Management
1401 Broadway - MS 770 - Attn: John Leas
San Diego, California 92101

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.