

CITY OF SAN DIEGO
SPECIAL USE PERMIT

THIS CITY OF SAN DIEGO SPECIAL USE PERMIT (Permit) is entered into by and between THE CITY OF SAN DIEGO, a California municipal corporation (CITY) and FOREVER BALBOA PARK, a California Non-Profit Public Benefit Corporation (PERMITTEE), to be effective as of January 1, 2024 (Effective Date) when signed by the parties and approved by the City of San Diego City Attorney, as follows:

WHEREAS, the CITY, through its Parks and Recreation Department (“Department”) and its Director (“Director”), operates and maintains more than 340 parks, including Balboa Park, with the goal of providing healthy, sustainable, and enriching environments for all.

WHEREAS, the CITY owns that certain real property known as Balboa Park located in the City of San Diego (referred to as the “Premises,” “Permit Area,” or “Balboa Park”), a 1200-acre urban, regional park providing a mix of cultural, educational, and recreational activities serving the nation, state, and CITY with approximately 85 cultural, conservation and recreational organizations, attracting more than 10 million visitors each year.

WHEREAS, PERMITTEE can provide and deliver support for the CITY’s mission and goals for Balboa Park and support CITY in its ongoing responsibility to beautify and maintain park grounds.

NOW, THEREFORE, based upon the forgoing recitals which are incorporated by this reference, it is hereby mutually agreed by and between the CITY and PERMITTEE as follows:

1. Definitions. As used in this Permit, the following terms are defined as follows:

1.1. **“CITY Contact”** means the CITY’s Parks and Recreation Department Director or Deputy Director or his or her designee. For purposes of this Permit, the CITY Contact is currently Assistant Deputy Director Christina Chadwick, who can be contacted at (619) 235-1154.

1.2. **“Premises” or “Permit Area”** means that certain CITY-owned real property located within and as part of Balboa Park as generally depicted in **Exhibit A: Premises**, attached hereto, excluding all leaseholds.

1.2.1. Portions of the Permit Area are within a National Historic Landmark District and must maintain consistency with the Secretary of the Interior’s Standards for the Treatment of Historic Properties and Landscapes.

1.3. **“PERMITTEE”** means FOREVER BALBOA PARK, a California non-profit public benefit corporation, which includes PERMITTEE’s agents, board members, employees, and volunteers. PERMITTEE must be responsible for all of PERMITTEE’s agents, board

members, employees, and volunteers and ensure that they adhere to all conditions as stated in this Permit.

1.4. "PERMITTEE's Address for Notices" is: 1549 El Prado Suite #1
San Diego, CA 92101

2. Occupancy. CITY does hereby grant to PERMITTEE a non-exclusive Permit for the use and occupancy of the Premises, specifically for the purposes enumerated in this Permit, and for no other purposes. This Permit does not guarantee that the Premises requested or assigned will always be available at the date and time requested by the PERMITTEE.

3. Term. The term ("Term") of this Permit shall be for the period of three years, beginning on the Effective Date, provided, however, that this Permit may be terminated by either party, without cause, upon 30 days written notice.

4. CITY's Consent, Discretion. CITY's consent or approval under this Permit means the advanced written consent or approval of the Mayor of the City of San Diego, or the Mayor's designee ("Mayor"), unless otherwise required by law or expressly provided herein, and will be made in the Mayor's discretion, subject to all applicable laws, rules, regulations, and directives of competent governmental authorities.

5. Processing Fee. The processing fee for this Permit is hereby waived because the Permit Use provides a public benefit by providing volunteer services to support the CITY's mission and goals for Balboa Park and its ongoing responsibility to beautify and maintain park grounds.

6. Nonprofit Status. PERMITTEE shall provide the City Contact with documentary evidence of current tax-exempt status and inform the Park and Recreation Department if this status changes or is cancelled.

7. Use of Premises. Under this permit, PERMITTEE's use of the Premises must be for the purposes of providing limited services to benefit the Premises and visitors of Balboa Park by performing volunteer and maintenance projects, services, and programs, limited grounds maintenance, and beautification projects through its network of programs as described and outlined in sections 8 and 10, and for no other purpose whatsoever without obtaining the prior written approval of the Park and Recreation Department Director or designee.

7.1. PERMITTEE will perform all aspects of volunteer recruitment, screening, onboarding, training, and selection process. CITY will provide any CITY required waivers, CITY required forms, and Ranger led radio training. PERMITTEE will review applications and collect references. PERMITTEE will publicize the various volunteer programs. PERMITTEE must send any volunteer documentation to the CITY Contact upon request.

7.2. PERMITTEE will be responsible for the direct supervision and management of volunteers, including but not limited to scheduling, assignment, inspection of work, and ongoing training.

7.3. All volunteers will participate in a fingerprinting process for a California Department of Justice and Federal Bureau of Investigation background review (“Background review”) as follows:

- a. All existing volunteers as of the Effective Date of this Permit that will or currently engage or interact with the public in any way, including conducting public engagement programming, or that will or currently engage in any financial activities, must clear the Background review within six months of the Effective Date of this Permit. These volunteers must submit their paperwork to the CITY’s Personnel Department required for the Background review within 60 calendar days of the Effective Date of this Permit in order to continue their volunteer duties or participate in any use, activity, or project authorized under this Permit until which time the CITY completes the Background review.
- b. All existing volunteers as of the Effective Date of this Permit that do not fall under section 7.3 (a), must clear the Background review within 12 months of the Effective Date of this Permit. These volunteers must submit their paperwork to the CITY’s Personnel Department required for the Background review within 120 calendar days of the Effective Date of this Permit in order to continue their volunteer duties or participate in any use, activity, or project authorized under this Permit until which time the CITY completes the Background review.
- c. Prior to scheduling any new volunteers after the Effective Date of this Permit to participate in any use, activity, or project authorized under this Permit, PERMITTEE will confirm with CITY's Parks and Recreation Volunteer Office that they have cleared the Background review conducted by the CITY's Personnel Department.
- d. CITY will pay the cost of all Background reviews and will provide results to PERMITTEE.
- e. PERMITTEE must provide monthly reports and updates to the CITY Contact regarding the status of completing Background reviews as outlined in this section 7.3.

7.4. PERMITTEE will abide by all CITY policies and procedures, including those applicable to volunteers of the CITY. PERMITTEE will collect signed written waivers from all volunteers and provide original waivers to the CITY prior to the volunteer being scheduled for any project or activity. PERMITTEE will maintain and abide by a process it establishes for reporting accidents and injuries to the PERMITTEE leadership in accordance with the

PERMITTEE'S organizational policies and as approved by the CITY Contact at their discretion. Upon request, PERMITTEE must provide copies of any workplace protocols, injury and illness work plans, or information and records pertaining to any accidents or illnesses on the Premises.

8. Volunteer Programs, Activities, or Projects Authorized Under this Permit.

8.1 Visitor Services Volunteer Program.

8.1.1 Visitor Services Stations. Balboa Park Visitor Services Volunteers will be stationed at three CITY-approved locations within Balboa Park's Central Mesa, identified by the green crosses on **Exhibit B**. Visitor Services volunteers will be greeting visitors, providing park-related information, answering questions, giving directions, and promoting Balboa Park. Visitor Services Volunteers will also provide informational tours of Balboa Park to visitors. PERMITTEE will provide locations and typical schedule of these tours to the CITY Contact at required scheduled monthly meetings pursuant to section 8.2.7 of this Permit. Visitor Services Volunteers will also maintain communication with PERMITTEE staff who in turn will communicate with CITY staff and report maintenance needs and safety issues observed within Balboa Park. Additional locations may be approved by the CITY prior to use by PERMITTEE or the Visitor Services Volunteers. PERMITTEE must provide CITY Contact volunteer schedules upon request. Upon request, PERMITTEE must provide a summary of volunteer hours, type of work performed, and related statistics to the City Contact.

8.1.2 Staging Areas. PERMITTEE and CITY have agreed upon three locations within Balboa Park's Central Mesa to serve as staging areas for PERMITTEE 's overnight storage of supplies required for Visitor Services Volunteer shifts. Additional locations may be approved by the CITY prior to use by PERMITTEE. PERMITTEE must not use any other CITY-owned property or area of Balboa Park for staging or overnight storage unless PERMITTEE has received prior written approval from the CITY Contact. The staging area must be used on terms and conditions established by the CITY.

8.2 Maintenance and Beautification Projects.

8.2.1 PERMITTEE will assist the Department with minor park maintenance needs and beautification projects which may include:

8.2.1.1 General landscape, hardscape, and garden maintenance such as the following: pruning; planting; weeding; mulching; basic irrigation improvements such as lateral lines, bubblers, drip lines, and spray heads; power washing, and brush management.

8.2.1.2 Trash and debris removal.

8.2.1.3 Remediation and repair projects such as: stucco and concrete repair, area walkways, light poles, and curb ramps in select areas approved by CITY.

8.2.1.4 Painting: PERMITTEE must coordinate with CITY staff to ensure proper colors and methods are selected to ensure proper care and maintenance of CITY assets.

8.2.1.5 Garden Steward volunteers: Volunteers will work within the various gardens on the Premises to support CITY staff with maintenance which may include weeding, planting, mulching, pruning, and deadheading. All Garden Steward volunteers must complete a garden steward training curriculum agreed upon by CITY and PERMITTEE. All Garden Steward projects must be preapproved by CITY staff and must be coordinated with CITY staff. CITY staff will have general oversight of projects done by Garden Steward volunteers.

8.2.1.6 Tree Steward volunteers: Volunteers will monitor and provide basic maintenance to young trees throughout selected areas on the Premises. PERMITTEE must report any issues with trees to the CITY Contact via the tree inventory database, including any observed vandalism, maintenance needs, or pests. Tree Steward volunteers must receive training from PERMITTEE and partner organizations such as, but not limited to the local non-profit Tree San Diego.

8.2.1.6.1 A select group of Tree Steward volunteers who are trained in planting trees ("Specialized Tree Steward volunteers") will also support CITY staff by providing tree maintenance activities throughout selected areas on the Premises, including the replacement of trees, hand weeding within tree wells, creating or recreating tree bends, mulching within tree wells, hand watering trees, and staking or removing stakes. Specialized Tree Steward volunteers will be supervised by PERMITTEE to ensure volunteer safety and accuracy of tree maintenance activities when such volunteers are addressing any tree maintenance. Any activities or projects must be preapproved by CITY staff and must be coordinated with CITY staff. CITY staff will have general oversight of projects done by Specialized Tree Steward volunteers.

8.2.2. Garden Steward and Tree Steward volunteers will engage with the public through interpretive, educational programming; educational demonstrations; and speaking with school groups while performing their volunteer work. Each activity must be coordinated with and approved by the City Contact at the required scheduled monthly meetings pursuant to section 8.2.7 of this Permit .

8.2.3. Maintenance and remediation projects will be performed on an as needed basis and must be approved in writing by CITY.

8.2.4 PERMITTEE will provide funding, administration, and direct oversight¹ for each approved project or activity.

8.2.5 Maintenance projects must comply with the Balboa Park Master Plan and Precise Plans, and Appendices.

8.2.6 All projects and activities must be coordinated with and approved by CITY Contact at least 10 working days before the project or activity is scheduled to begin.

8.2.7 PERMITTEE will hold standard monthly meetings with CITY Contact to review and coordinate any beautification projects, or any maintenance or remediation needs or

issues, and to obtain written approval of any activities and projects. Additional meetings may be held at the discretion or request of the CITY Contact.

8.2.8 Staging Area. PERMITTEE and CITY may agree upon a staging area for PERMITTEE's overnight storage of materials or vehicles required for each activity or project. PERMITTEE's use of the staging area will terminate upon completion of the project or activity. PERMITTEE must not use any other portion of the Premises or any other CITY-owned property for staging or overnight storage unless PERMITTEE has received prior written approval from the CITY Contact. The staging area must be used on terms and conditions established by CITY.

8.2.9 Vehicles in Permit Area. PERMITTEE is authorized to have work vehicle access in selected areas only. Authorized vehicles are limited to work vehicles belonging to PERMITTEE. Subject to the CITY Contact's prior written approval of the dates and times of the work schedule submitted by PERMITTEE pursuant to this Permit, PERMITTEE will be allowed to have these identified vehicles used.

8.2.10 Safety Fencing. PERMITTEE must install adequate safety fencing or other barricades during all digging and surface disruption by PERMITTEE. All open trenches must be properly covered at all times, and appropriate signage must be displayed.

8.3 Trail Maintenance and Trail Stewards.

8.3.1 New Trails. No new trails will be built as part of this Permit unless all required environmental documentation is certified, and all required regulatory permitting is secured. This Permit excludes any work to construct/improve new trails except for trails and paths that are authorized by approved Trail Plans, Natural Resource Management Plans (NMRPs), Park Master Plans, Precise Plans, Community Plans, General Development Plans, Climate Action Plans, Multiple Species Conservation Program, or other planning document or applicable plans that have been subject to environmental review and authorization under the California Environmental Quality Act (CEQA) or any other regulations.

8.3.2 Trail Steward volunteers will monitor and report observations to the CITY of the status of the trails of Balboa Park. Trail Stewards will inventory trails and help the CITY to maintain the trails across the Premises and when appropriate work with the CITY to support general habitat maintenance and small trail restoration projects, not including construction. Each trail project may include the following:

8.3.2.1 Trails: Improve and maintain existing, approved trail systems to increase trail sustainability and safety. Trail improvements must follow CITY Trail Policies and Standards (Appendix E of the Consultant's Guide to Park Design and Development) and the State of California's Trails Handbook.

8.3.2.2 Habitat Restoration: Conduct assessment of existing natural habitat, culturally significant plant material, and assist in the overall preservation and restoration of plant material within Balboa Park.

8.3.2.3 Signage: Install trailhead, access point, interpretive, wayfinding, warning, regulatory, and commemorative signage.

8.3.2.4 Fencing: Install fencing as necessary to direct trail users to the continuation of the trail.

8.3.2.5 Trial Steward volunteers will engage with the public through interpretive, educational programming; educational demonstrations; and speaking with school groups while performing their volunteer work. Such activity will be coordinated in advance with the CITY. Each activity must be coordinated with and approved by the City Contact at required scheduled monthly meetings pursuant to section 8.2.7 of this Permit.

8.3.3 Every Trail project or activity is subject to the following conditions and restrictions, in addition to any further conditions and restrictions that may be imposed by the CITY for each individual project or activity, in its sole discretion:

8.3.3.1 PERMITTEE must submit a project description to the CITY Contact for each project and activity for written approval by CITY at least 30 days before the project or activity is scheduled to begin.

8.3.3.2 Vehicles no larger than a standard size pickup truck may be used to deliver equipment, materials, and water to the project sites within the Premises. Vehicles will use only existing utility access roads and turnouts. Plans to use a vehicle on the Premises must be included in the project description for each project and must be approved by the CITY Contact prior to project commencement. All vehicular traffic will stay on existing access paths. The CITY Contact for the task/project must be contacted 10 working days prior to the commencement of work using vehicles and PERMITTEE must have prior written approval before entering with a vehicle.

8.3.3.3 Trail improvements will be implemented to improve safety, enhance sustainability, reduce erosion, and provide increased protection of natural resources.

8.3.3.4 Improvements to trails and paths will be consistent with the Multiple Species Conservation Program Subarea Plan Section 1.5.2 General Management Directives.

8.3.3.5 Trails and paths to be improved must be confirmed in writing as authorized trails and paths by the CITY.

8.3.3.6 Except for trail segments that utilize sewer and/or stormwater access roads, trails will not be greater than four (4) feet in width.

8.3.3.7 Enhancement of trails will not obstruct the multiple utility uses in the Premises, such as power utilities, storm drain, water, and sewer facilities access. PERMITTEE and the CITY will work together with appropriate entities including San Diego

Gas and Electric (SDG&E) to ensure that access to the utility and/or infrastructure is not impeded.

8.3.3.8 PERMITTEE will call 811 (Dig Alert) at least three days before digging to avoid damaging hidden utilities.

8.3.3.9 Constraints resulting from topography, soil types, vegetation cover, property ownership, and adjacent development may affect design criteria that result in trail segments that do not meet all trail standards. The project description must include all planned new trail alignments and/or existing trail reconstruction.

8.3.4. PERMITTEE must also comply with the following for improvements to existing trails:

8.3.4.1 Improve the existing trails using non-powered hand tools such as pickaxes, rakes, shovels, and tampers.

8.3.4.2 Improvements may include structures such as stairs, puncheon bridges, and retaining walls where necessary to provide continuous access, increased safety, reduced erosion, and trail sustainability.

8.3.4.3 Close unofficial/user-defined social trails using methods included in the project description.

8.3.4.4 Other activities may include delineating trails with rocks, patching and repairing areas of the trail, trimming, weed removal, and mulching to decrease erosion and suppress weeds.

8.3.4.5 Vegetation will not be cut during avian nesting season using either hand or power tools unless a nesting bird survey has been prepared and approved by CITY within the previous 72 hours. Ground disturbance outside of the existing trail impact area must also include a nesting avian survey to ensure no impacts to ground nesting birds will result with trail improvement activities.

8.3.4.6 When warranted and approved by the CITY, powered equipment may be required to repair trail damage or construct new a trail (per the terms of this Permit and subject to all required environmental approvals). This equipment would include a motorized tracked wheelbarrow, plate/vibratory compactor, and a mini excavator.

8.3.4.7 Trail improvement activities must not impact wetland or vernal pool resources, including vernal pool watersheds and appropriate wetland buffers.

8.3.4.8 Trail improvement activities must not impact any species identified as a listed, candidate, sensitive, or special status species in the Multiple Species Conservation Program (MSCP).

8.3.5 Minor Trail Realignment: Minor trail realignments to accommodate trail sustainability and safety needs, to reduce impact to biological resources, and/or solve erosion problems, will be assessed by the CITY for possible regulatory and permitting requirements before the project description is approved.

8.3.6 Trail Standards: PERMITTEE must abide by CITY's 2019 Consultant's Guide to Park Design and Development, ([Consultant's Guide to \(sandiego.gov\)](#)) for all projects and activities related to trails and pathways on the Premises including new trails, trail maintenance, improvements, and realignments. Trail standards include, but may not be limited to:

8.3.6.1 Grade and cut slope for paths. Monitor new trails for any occurrences of erosion.

8.3.6.2 Temporary erosion control measures, such as fiber rolls, jute netting, and/or silt fencing will be used on slopes impacted by trail improvements. 100% biodegradable erosion control materials may be left to degrade in place.

8.3.6.3 Minor modifications to tread design will reduce or eliminate significant erosion concerns. Specific modifications to tread design, tread surfacing, and specific erosion controls built into the path, such as water diversion and drains may be implemented to alleviate erosion.

8.3.7 Trail Closures: If relevant, the project description must include all permanent and temporary trail closures. Permanent or temporary closures of trail(s) may be conducted by re-vegetation with appropriate native plant species as determined by the sole discretion of the City Contact or placing signs, fencing, or use of cut vegetation. Passive restoration, or the use of nature processes, sequences, and timing may be used to restore habitat to unwanted trail segments. Users of trail(s) being closed will be redirected to CITY-approved trail location which will be clearly identified and promoted with the community.

8.3.7.1 Permanent Closures: Additional trails may be identified for permanent closure with prior written approval by the CITY Contact. Trails that may be considered for permanent closure are unauthorized trails and shortcuts.

8.3.7.2 Temporary Closures: The CITY Contact will provide to PERMITTEE the location of scheduled temporary closures of trails not less than 14 days before the closure is scheduled to begin. PERMITTEE may request temporary closure of trails. Temporary closure of trails may be allowed with prior written approval by the CITY. Trails that may be considered for temporary closure shall meet at least one of the following criteria:

8.3.7.2.1 Trails under repair, rehabilitation, or realignment; or

8.3.7.2.2 At the sole discretion of the CITY, trails may be closed without notice during or following wet weather where conditions are dangerous for users and where use would damage trails.

8.3.8 Routine Trail Maintenance: PERMITTEE may conduct routine trail maintenance such as raking or trimming back vegetation with hand tools.

8.3.9 Installation of Signage: The project description must include all proposed signs.

8.3.9.1 PERMITTEE may install trailhead, access point, and bell box signage if approved by the CITY Contact in writing.

8.3.9.2 Trail Markers or signs that provide way-finding direction may be installed at trailheads or trail intersections if approved by the CITY Contact in writing.

9. PERMITTEE Certification for Americans with Disabilities Act (ADA) and State Access Laws and Regulations. For all programs, projects, and activities authorized under this Permit, PERMITTEE must comply with all accessibility requirements under the ADA and under Title 24 of the California Code of Regulations (Title 24). When a conflict exists between the ADA and Title 24, PERMITTEE must with the most restrictive requirement (i.e., that which provides the most access). PERMITTEE also must comply with CITY's ADA Compliance/City Contractors requirements as set forth in Council Policy 100-04, which is incorporated into this Permit by reference. PERMITTEE warrants and certifies compliance with all federal and state access laws and regulations and further certifies that any subcontract agreement for this Permit contains language which indicates the subcontractor's agreement to abide by the provisions of the City's Council Policy and any applicable access laws and regulations.

9.1. Compliant and required signage must be provided for any new, improved, and significantly altered trails under section 8 of this Permit, must be consistent with current CITY standards for trail marker design, and must be preapproved by the City's ADA Compliance and Accessibility office and by the CITY Contact.

10. Contractors/Subcontractors. In addition to volunteer-based activities, a contractor or subcontractor may be hired by PERMITTEE to complete basic grounds maintenance activities within selected and pre-approved areas of the park only if approved in writing by CITY. Work may include path/trail maintenance and repair; soil enhancement and management; landscape installation, including plant material, ground covers, and accents, mulch spreading, brush management, trash and debris removal; basic irrigation work, including installation and repair of lateral lines, bubblers, drip lines, spray heads and similar; power washing, remediation and repair projects such as, stucco and concrete repair, area walkways, demolition of landscape hardscape, light poles, and curb ramps in select areas approved by CITY; and painting, which must be coordinated with and approved in writing by CITY staff to ensure proper colors and methods are selected to ensure proper care and maintenance of CITY assets.

10.1 PERMITTEE must provide a list of all contractors and subcontractors to CITY Contact, including name, address, email, fax, and phone number. All construction work requiring a licensed contractor pursuant to the Contractors' State Licensing Laws (California Business & Professions Code sections 7000-7191) must be done by contractors licensed within the State of California. PERMITTEE will ensure all contractors or subcontractors are fully insured, vetted for technical capabilities, and adhere to all CITY labor, environmental, historical, and policies.

10.2 Unless PERMITTEE's insurance covers work performed by all of PERMITTEE's contractors or subcontractors working on a project or on the Premises, PERMITTEE must require PERMITTEE's contractors or subcontractors to indemnify the CITY and to maintain insurance coverage pursuant to Sections 37 and 38 of this Permit, all of the endorsements set forth in Section 37, 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.

11. Governmental Approvals. By entering into this Permit, neither CITY nor CITY'S City Council is 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 Premises. Discretionary action includes, without limitation, rezonings, variances, environmental clearances, and all other required governmental approvals.

12. No Assignment. PERMITTEE will 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 will automatically terminate this Permit.

13. Signs. PERMITTEE will not erect or display any banners, pennants, flags, posters, signs, decorations, marquees, awnings or similar devices or advertising on the Premises without CITY's prior written consent. If any such unauthorized item is found on the Premises, PERMITTEE will remove the item at its expense within 24 hours after notice by CITY, or CITY may thereafter summarily remove the item at PERMITTEE's cost. Notwithstanding the foregoing, PERMITTEE may erect temporary canopies, and temporary table(s) or equivalent after written authorization from the CITY Contact. PERMITTEE must comply with CITY's sign regulations in Chapter 14, Article 2, Division 12 of the San Diego Municipal Code, as amended from time to time. For all signs proposed, PERMITTEE will provide to the CITY Contact prior to installing such sign, a copy of all applicable approvals, authorizations, and permits. These materials will be located where they will not obstruct public access to the Premises and where they will not impact any park resources, e.g., wildlife habitat, and will be removed at the end of the day.

14. Permits & Approvals. PERMITTEE, at PERMITTEE's sole cost and expense, must obtain all required permits and approvals from the applicable local, state, and federal authorities, including without limitation from CITY, in relation to PERMITTEE's projects or activities.

15. California Public Records Act. CITY will determine, in its sole discretion, whether this Permit or information provided to CITY by PERMITTEE pursuant to this Permit is or is not a public record subject to disclosure under the California Public Records Act ("CPRA"). PERMITTEE will hold CITY, and its elected officials, officers, employees, representatives, and agents, harmless for CITY's disclosure of any such information in response to a request for information under the CPRA.

15.1 CITY will not be liable or obligated for any burden or loss (financial or otherwise) incurred by PERMITTEE as a result of CITY's disclosure or non-disclosure of this Permit or PERMITTEE information requested pursuant to the CPRA. PERMITTEE expressly waives any claim against CITY, and its elected officials, officers, employees, representatives, and agents for any burden, expense, or loss which PERMITTEE incurs as a result of CITY's disclosure or non-disclosure of this Permit, or any PERMITTEE information requested pursuant to the CPRA.

16. Records Retention and Examination. PERMITTEE shall keep accurate and complete books of account indicating all financial transactions made in connection with this Permit. PERMITTEE must retain, protect, and maintain in an accessible location all records and documents, including paper, electronic, and computer records, relating to this Permit for five years after expiration of this Permit. PERMITTEE must make all such records and documents available for inspection, copying, or other reproduction, and auditing by authorized representatives of City, including the CITY Contact. PERMITTEE must make available all requested data and records at reasonable locations within City or County of San Diego at any time during normal business hours, and as often as City deems necessary. Failure to make requested records available for inspection, copying, or other reproduction, or auditing by the date requested may result in termination of the Permit. PERMITTEE must include this provision in all subcontracts made in connection with this Permit.

16.1 PERMITTEE must maintain records of all contracts and subcontracts (as described in section 10) entered into with all firms, all project invoices received from contractors and subcontractors and suppliers thereto, all purchases of materials and services from suppliers, and all joint venture participation related to this Permit. Records must show name, telephone number including area code, and business address of each contractor, subcontractor, supplier, and joint venture partner, and the total amount actually paid to each firm. Project relevant records, regardless of tier, may be periodically reviewed by CITY.

17. Security and Safety of Premises. PERMITTEE will bear sole responsibility for the security and safety of the portion of the Premises affected by or relating to any activity or project under this Permit during the Term. PERMITTEE will be responsible for the maintenance, cleanup, and securing of the affected Premises daily, as appropriate to ensure security and safety. PERMITTEE will comply with all applicable laws, rules, regulations, and directives of competent governmental authorities, at PERMITTEE's sole cost and expense. CITY has no obligation to provide oversight of any activity, project, staffing, or resources for any activity or project at the Premises during the Term.

18. Hazardous Materials. PERMITTEE will 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 Premises by any of PERMITTEE's officers, employees, agents, contractors, invitees, and guests. PERMITTEE and PERMITTEE's officers, employees, agents, contractors, invitees, and guests will not install, store, utilize, generate, or sell any Hazardous Substance on the Premises without CITY's prior written consent. PERMITTEE will, 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.

18.1. Release. For all purposes of this Permit, a "release" will include without limitation any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or otherwise disposing of a Hazardous Substance.

18.2 Hazardous Substance. For all purposes of this Permit, "Hazardous Substance" will 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.

18.3 Remediation. If PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises results in a release of a Hazardous Substance, PERMITTEE will pay all costs of remediation and removal to the CITY's satisfaction for unrestricted reuse of the Premises, and in accordance with all applicable laws, rules, and regulations of governmental authorities.

18.4 Removal. If PERMITTEE or PERMITTEE's officers, employees, agents, contractors, invitees, and guests have received approval and permits to store, utilize, generate, or install, or otherwise bring Hazardous Substances to the Premises, PERMITTEE will remove all Hazardous Substances in any type of container, equipment, or device from the Premises immediately upon or prior to the expiration or earlier termination of this Permit. CITY reserves the right to conduct inspections of the Premises and/or request documentation demonstrating the legal removal and/or disposal of the hazardous materials, wastes or other containers, equipment, or devices from the Premises. PERMITTEE will 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.

18.5 Indemnity. PERMITTEE will 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

Premises, 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.

18.6 Notice of Release. If PERMITTEE knows or has reasonable cause to believe that a Hazardous Substance has been released on, from or beneath the Premises, PERMITTEE will 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 will deliver a written report thereof to CITY within three 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 will take all actions necessary to alleviate the danger. PERMITTEE will 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 Premises.

18.7 Environmental Assessment. Upon reasonable cause to believe that PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises resulted in any Hazardous Substance being released on, from or beneath the Premises, 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 will be obtained at PERMITTEE's sole cost and expense, and will establish what, if any, Hazardous Substances have more likely than not been caused by PERMITTEE's occupancy, use, development, maintenance, or restoration of the Premises, 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 Premises, then the environmental assessment will 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 will 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 Premise and compliance with environmental laws and regulations are achieved, and PERMITTEE will pay all costs and expenses therefor.

19. **Repair.** PERMITTEE will be responsible, at its sole cost and expense, for the repair or replacement of any damage caused by PERMITTEE or by PERMITTEE's projects or activities, including items that CITY staff has determined to be damaged. PERMITTEE will comply with the direction of CITY Contact or other competent CITY staff with respect to the method of any repairs or replacement arising under this Permit.
20. **Vehicular Traffic.** All vehicular traffic will be confined to concrete, asphalt, decomposed aggregate surfaces, or approved access roads, unless otherwise approved in writing by CITY Contact prior to the commencement of any project or activity.
21. **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 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 PERMITTEE's programs, projects, and activities under this Permit.
22. **Water Quality – Best Management Practices.** CITY and PERMITTEE are committed to the implementation of controls (best management practices, or BMPs) to manage activities on the Premises in a manner which aids in the protection of CITY's precious water resources. It is PERMITTEE's responsibility, at its sole cost and expense, to identify and implement an effective combination of BMPs so as not to cause pollutant discharges to the storm drain system in violation of San Diego Storm Water Management and Discharge Control Ordinance (San Diego Municipal Code sections 43.0301 to 43.0312).
- 22.1 Therefore, PERMITTEE will, at a minimum, implement and comply, as applicable, with the Minimum Industrial and Commercial BMPs adopted under the San Diego Municipal Code section 43.0307(a).
- 22.2 It is Permittee's responsibility to prevent pollutant discharges to the storm drain system caused by the activities performed by PERMITTEE pursuant to this Permit. Therefore, PERMITTEE will identify and implement any additional BMPs that may be required to avoid the discharge of pollutants caused by such activities to the storm drain system.
23. **Revocable License.** This Permit is not a lease. It is a license to use CITY-owned property, and may be terminated by either party, without cause, upon thirty (30) days written notice. CITY 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 CITY'S revocation or termination of this Permit.
24. **Meetings.** PERMITTEE and representatives of PERMITTEE, if given reasonable notice, are required to attend meetings as may be called by CITY staff in addition to the required, scheduled monthly meetings held pursuant to section 8.2.7 of this Permit.

25. No Holdover. If PERMITTEE continues to engage in any activities or projects authorized under this Permit after the expiration or earlier termination of this Permit, such activities or projects shall neither constitute a renewal or extension of this Permit, nor give PERMITTEE any rights under this Permit.

26. 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 Premises, 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 Premises, relative to any such superior interest. If PERMITTEE'S use of the Premises 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.

27. Maintenance of the Premises. Subject to the initial condition of Premises encountered by PERMITTEE as of the Effective Date, PERMITTEE shall, solely in connection with the programs, projects, and activities conducted pursuant to this Permit, at PERMITTEE'S sole cost and expense and to CITY'S satisfaction, maintain the Premises in good order and repair and in a safe, healthy, and sanitary condition at all times. PERMITTEE shall also fully comply at its sole cost and expense, and at all times during the Term of this Permit, with all applicable laws and regulations concerning the maintenance of the Premises. PERMITTEE shall, at its sole cost and expense, keep those areas of the Premises associated with its programs, projects, and activities free and clear of rubbish, debris, and litter at all times. Maintenance as herein required shall not include major electrical, plumbing, structural, or exterior repairs, unless authorized by the CITY in advance. Any failure by PERMITTEE to adequately maintain the Premises as set forth in this paragraph, as determined by the CITY in its sole discretion, will be deemed a default of this Permit, authorizing the CITY to terminate the Permit. However, CITY will provide PERMITTEE with a notice of default and provide PERMITTEE with an opportunity to cure the default within 60 calendar days before termination of the Permit.

27.1 PERMITTEE agrees that CITY shall not be required to perform or assume the cost of any maintenance, repairs, or services associated with its programs, projects, and activities on the Premises and conducted pursuant to this Permit.

28. Improvements/Alterations. PERMITTEE shall not make or cause any improvements, changes, or alterations to be made to the Premises without prior written CITY approval.

28.1. Payment Bond. In the event that PERMITTEE makes or causes to be made any improvements, repairs, or alterations on the Premises, PERMITTEE or PERMITTEE'S contractor or subcontractor shall file with the CITY a bond that provides for the payment in full of the claims of all persons performing labor upon or furnishing materials to be used, in the amount of the estimated cost of the improvement, alteration, or repair, as determined by the Park and Recreation Director or his or her designated representative. The bond shall be acknowledged by

the PERMITTEE or PERMITEE's contractor or subcontractor as principal and by a corporation licensed by the Insurance Commissioner of the State of California to transact the business of a fidelity and surety insurance company as surety. PERMITTEE or PERMITEE's contractor or subcontractor shall hold CITY free and harmless and indemnify CITY against all claims for labor or materials furnished in connection with improvements, repairs, or alterations to the Premises, and the cost of defending against such claims, including reasonable attorney's fees.

28.2. Performance Bond. Additionally, prior to initiating any improvements, repairs or alterations on the Premises, PERMITTEE or PERMITEE's contractor or subcontractor shall 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. The bond may be in cash or may be a corporate surety bond or other security satisfactory to CITY. The bond shall insure that the improvements, repairs, or alterations will be completed in accordance with this Permit and all applicable laws and regulations. At the option of CITY, in the event the improvements, repairs, or alterations are not completed in full satisfaction of the CITY, CITY may use the performance bond to remove the uncompleted or unsatisfactory improvements, repairs or alterations and restore the Premises to a condition satisfactory to CITY. The bond or cash 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.

28.3. Structures. Under no circumstances shall PERMITTEE or PERMITTEE's agents place a temporary or permanent structure of any kind on the Premises, including but not limited to cargo containers, trailers, storage sheds, recreational vehicles, etc., without the prior written authorization of the CITY and obtaining any required City, County, or other permits. Violation of this condition of the Permit may require the PERMITTEE to immediately remove any temporary structures at PERMITTEE's sole cost and expense. If PERMITTEE fails to have the structure removed within 30 calendar days following written notice of the violation, the CITY may summarily remove the item at PERMITTEE'S sole cost and expense, and PERMITTEE shall promptly pay CITY for any and all costs CITY incurred in having said structure removed.

29. Prevailing Wages. Prevailing wage rates apply to the Permit. PERMITTEE shall comply with State prevailing wage laws, including, but not limited to, those requirements set forth in **Exhibit C: Prevailing Wage**, attached hereto and incorporated herein by this reference.

30. Non-exclusive Use. PERMITTEE's use of the Premises is non-exclusive.

31. Campaigning. The Premises shall not be utilized for the purpose of working or campaigning for the nomination or election of any individual to any public office, be it partisan or non-partisan.

32. Membership. Membership in the PERMITTEE corporation or organization must be open to anyone meeting the requirements of PERMITTEE's rules and bylaws, subject to the requirements of this Permit and applicable laws. PERMITTEE shall provide a copy of all

restrictions, rules, bylaws, and fees, if any, including any modifications thereto, within 15 days of adoption of same, to the Park and Recreation Director or his or her designated representative.

33. Nondiscrimination. PERMITTEE will not discriminate in any manner against any person or groups of persons on account of race, color, religion, gender, gender identity, gender expression, sexual orientation, medical status, national origin, age, familial status, source of income, marital status, or disability in PERMITTEE's activity, including but not limited to the providing of goods, services, facilities, privileges, advantages, and accommodations, and the obtaining and holding of employment.

34. Nuisance and Noise Disturbances. PERMITTEE will not use the Permit Area in any manner which, in the opinion of CITY creates a nuisance or disturbs the quiet enjoyment of persons in the surrounding area or that violates CITY's Noise Abatement and Control Ordinance (Chapter 5, Article 9.5 of the San Diego Municipal Code, as amended from time to time).

35. Drug Free Environment. It is the policy of CITY that Premises provided under this Permit shall be utilized and operated in a drug-free environment as set forth in City Council Policy 100-17, which is incorporated into the Permit by this reference. The PERMITTEE shall make this fact known, both in writing and in oral communication, to members periodically throughout the term of this Permit. PERMITTEE shall document such written or oral communication and provide copies to CITY on an annual basis.

36. Insurance: PERMITTEE shall procure and maintain for the duration of the permit insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by PERMITTEE, his agents, representatives, or employees. PERMITTEE must not begin any work on any activity or project until it has: (a) provided to CITY insurance certificates reflecting evidence of all insurance required below; however, the CITY reserves the right to request, and the PERMITTEE must submit, copies of any policy upon reasonable request by the CITY; (b) obtained CITY approval of each insurance company or companies; and (c) confirmed with CITY that all policies contain the specific provisions required below. PERMITTEE's liabilities, including but not limited to PERMITTEE's indemnity obligations, under this Permit, must not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Permit and PERMITTEE's failure to maintain or renew coverage or to provide evidence of renewal during the Term may be treated as a material breach of contract by the CITY. The PERMITTEE must not modify any policy or endorsement thereto which increases the CITY's exposure to loss for the Term.

36.1. Types of Insurance: At all times during the term of this Permit, the PERMITTEE must maintain insurance coverage as follows:

- a. Commercial General Liability (CGL). Insurance written on an ISO Occurrence form CG 00 01 07 98 or an equivalent form providing coverage at least as broad which must cover liability arising from any and

all personal injury or property damage in the amount of \$1 million per occurrence and subject to an annual aggregate of \$2 million. There must 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 must be outside the limits of the policy.

- b. Commercial Automobile Liability. For all of the PERMITTEE's automobiles including owned, hired, and non-owned automobiles, the PERMITTEE must keep in full force and effect, automobile insurance written on an ISO form CA 00 01 12 90 or a later version of this form or an equivalent form providing coverage at least as broad for bodily injury and property damage for a combined single limit of \$1 million per occurrence. Insurance certificate must reflect coverage for any automobile (any auto).
- c. Workers' Compensation. For all of the PERMITTEE's employees who are subject to this Permit and to the extent required by the applicable state or federal law, the PERMITTEE must keep in full force and effect, a Workers' Compensation policy. That policy must provide a minimum of \$1 million of employers' liability coverage, and the PERMITTEE must provide an endorsement that the insurer waives the right of subrogation against the CITY and its respective elected officials, officers, employees, agents, and representatives. Deductibles: All deductibles on any policy must be the responsibility of the PERMITTEE and must be disclosed to the CITY at the time the evidence of insurance is provided.

36.2 Acceptability of Insurers: Except for the State Compensation Insurance Fund, all insurance required by this Permit must only be carried by insurance companies with a rating of at least "A-, VI" by A.M. Best Company, that are authorized by the California Insurance Commissioner to do business in the State of California, and that have been approved by the CITY. CITY will 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 (LESLI list). All policies of insurance carried by non-admitted carriers are subject to all of the requirements for policies of insurance provided by admitted carriers described herein.

36.3 Modification: To assure protection from and against the kind and extent of risk existing with the permitted 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 must 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 Activity.

36.4 Accident Reports: PERMITTEE must immediately report to CITY any accident causing property damage or injury to persons on the Permit Area or otherwise related to the Activity. Such report must 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.

36.5 Required Endorsements: The following endorsements to the policies of insurance are required to be provided to CITY before any work is initiated under this Permit.

36.5.1 Commercial General Liability Insurance Endorsements:

- i. Additional Insured: To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents and representatives with respect to liability arising out of (a) ongoing operations performed by you or on your behalf, (b) your products, (c) your work, including but not limited to your completed operations performed by you or on your behalf, or (d) premises owned, leased, controlled or used by you.
- ii. Primary and Non-Contributory Coverage: The policy or policies must be endorsed to provide that the insurance afforded by the Commercial General Liability policy or policies is primary to any insurance or self-insurance of the City of San Diego and its elected officials, officers, employees, agents, and representatives as respects operations of the Named Insured. Any insurance maintained by the City of San Diego and its elected officials, officers, employees, agents, and representatives must be in excess of PERMITTEE's insurance and must not contribute to it.
- iii. Severability of Interest. The policy or policies must be endorsed to provide that the PERMITTEE's insurance must 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 must provide cross-liability coverage.

36.5.2 Automobile Liability Insurance Endorsements:

- i. Additional Insured. To the fullest extent allowed by law including but not limited to California Insurance Code Section 11580.04, the policy or policies must be endorsed to include as an Additional Insured the City of San Diego and its respective elected officials, officers, employees, agents, and representatives with respect to liability arising out of automobile owned, leased, hired, or borrowed by or on behalf of the PERMITTEE.

- ii. Severability Of Interest. The policy or policies must be endorsed to provide that PERMITTEE's insurance must 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 must provide cross-liability coverage.

36.5.3 Worker's Compensation Insurance Endorsements:

- i. Waiver of Subrogation: The Worker's Compensation policy or policies must be endorsed to provide that the insurer will waive all rights of subrogation against CITY and its respective elected officials, officers, employees, agents, and representatives for losses paid under the terms of this policy or these policies which arise from work performed by the Named Insured for CITY.

37. Indemnification and Hold Harmless. PERMITTEE will protect, defend, indemnify, and hold CITY and its 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, restoration, or improvement of the Premises, and all expenses of investigating and defending against same, including without limitation attorneys' fees and costs; provided, however, that PERMITTEE's duty to indemnify and hold CITY harmless will not include any established liability arising from the sole negligence or willful misconduct of CITY and its elected officials, officers, employees, representatives, and agents. CITY may, at its own discretion, conduct the defense, or participate in the defense, of any claim related in any way to this indemnification. If CITY elects 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 will pay the CITY for all costs related thereto, including, without limitation, reasonable attorneys' fees, and costs.

38. Accessibility Compliance. PERMITTEE will, as applicable to the Premises and PERMITTEE's possession, use, and occupancy of the Premises, 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:

38.1. 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.

38.2. No qualified individual with a disability may be excluded on the basis of disability from participation in, or be denied the benefits of, services, programs, or activities of PERMITTEE.

38.3. PERMITTEE will post a statement addressing the requirements of the ADA in a prominent place at the work site.

38.4. Where required by law, all improvements, fixtures, structures, or installations on the Premises will comply with municipal, state, and federal accessibility requirements by bringing up to code and making accessible any areas of the Premises which deny access to individuals with disabilities. All improvements and alterations will be at PERMITTEE's sole expense.

38.5. PERMITTEE's failure to comply with the accessibility requirements of section 38 or submitting false information in response to these accessibility requirements, or both, will be a default of this Permit.

39. 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 of the Premises and any damages to the improvements on, under, or in the vicinity of the Premises resulting directly or indirectly thereby.

40. Assignment and Sublicense. PERMITTEE shall not assign or sublicense any rights granted by this Permit or any interest in this Permit without CITY'S prior written consent in each instance, which may be withheld or delayed in CITY'S sole and absolute discretion. Any assignment by operation of law shall automatically terminate this Permit.

41. Unauthorized Activities: PERMITTEE must not engage in any activity on CITY-owned property other than those allowed under this Permit or other pre-approved activities and projects. Any work performed by PERMITTEE that was not previously approved or otherwise authorized by this Permit, must be removed and the CITY-owned property must be put back to its condition on the Effective Date at the PERMITTEE's sole cost and expense, subject to the satisfaction of the CITY Contact.

42. Encumbrances. PERMITTEE shall keep the Premises and any CITY-owned property of which the Premises 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 Premises. 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 all attorney fees and costs, relating to or charged against the Premises, including without limitation PERMITTEE'S failure or the failure of any contractor or

subcontractor hired by PERMITTEE to pay any person or persons entitled to lien or encumber property pursuant to the California Civil Code.

43. Compliance with Laws. PERMITTEE shall, at its sole cost and expense, comply with all rules, regulations, ordinances, laws and direction of all City, county, state, and federal governing authorities now in effect or which may hereafter be in effect, which pertain to PERMITTEE'S use of the Premises pursuant to this Permit. Violation of this provision shall be cause for immediate revocation of this Permit.

44. Taxes. PERMITTEE shall pay, before delinquency, all taxes, assessments, and fees assessed or levied upon PERMITTEE or the Premises, 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 Premises, including any licenses or permits. PERMITTEE'S payment for such taxes, fees, and assessments shall not reduce any payment due CITY. PERMITTEE shall provide a copy of any and all taxes, assessments, fees levied, and payments made to the CITY's Park and Recreation Director or authorized designee.

45. Waiver. The property constituting the Premises is publicly owned and held in trust for the benefit of CITY'S citizens. 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. 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 default or take prompt action to require the cure of any default shall not result in an equitable estoppel, but CITY may at any and all times require the cure of the default.

46. 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.

47. Survival. Any obligation which accrues under this Permit prior to its expiration or termination shall survive such expiration or termination.

48. 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.

49. 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.

50. Entire Agreement. This Permit, including any Exhibits attached hereto, 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 use of the Premises. Any modification, alteration, or amendment of this Permit shall be in writing and signed by all the parties hereto.

51. 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 will control.

52. 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 as follows:

Forever Balboa Park
1549 El Prado, Suite 1
San Diego, California 92101
ATTN: Elizabeth Babcock,
President & CEO

And to the City as follows:

THE CITY OF SAN DIEGO ATTENTION:
Christina Chadwick
Assistant Deputy Director
2125 Park Boulevard
San Diego, California 92101

53. Charter Section 225. Pursuant to the San Diego City Charter section 225, PERMITTEE shall make a full and complete disclosure of the name and identity of any and all persons directly or indirectly involved or financially interested in this Permit, and the precise nature of all financial interests of all such persons. Every person or entity proposed to have an interest in this Permit must be reviewed and approved by CITY, in its sole discretion.

54. 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.

55. Acceptance of Premises. By signing this Permit, PERMITTEE represents and warrants that it has independently inspected the Premises and made all tests, investigations, and observations necessary to satisfy itself as to the condition of the Premises and its suitability for the permitted uses. PERMITTEE further represents and warrants that it is not relying on any representation by CITY as to the condition of the Premises 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 Premises in entering into this Permit. PERMITTEE accepts the Premises as being suitable for the permitted uses in its current condition, and acknowledges and agrees that CITY has fulfilled all obligations it may have had to improve, modify, repair, replace, alter, or otherwise develop the Premises for the permitted uses prior to the Effective Date. PERMITTEE shall not hold CITY responsible for any defects in the Premises. PERMITTEE accepts and assumes all risk of harm to all of PERMITTEE's employees, agents, volunteers, and invitees, and property, from any defects in the Premises related to the permitted uses and activities under this Permit, and shall be solely responsible thereof.


[The rest of this page left intentionally blank]

[Signatures on next page]

IN WITNESS WHEREOF, this Special Use Permit is executed by the CITY OF SAN DIEGO, acting by and through its Parks and Recreation Director pursuant to San Diego Municipal Code Section 22.1502, authorizing such execution, and by PERMITTEE.

CITY:

THE CITY OF SAN DIEGO, a California Municipal Corporation

By:  Digitally signed by Andy Field
Date: 2023.11.13 18:51:46 -08'00' Date 11/13/23
Andy Field, Director
Parks and Recreation

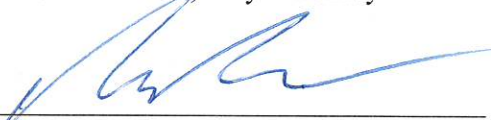
PERMITTEE:

FOREVER BALBOA PARK, a California Non-Profit Public Benefit Corporation:

By:  Date 12/14/2023
Elizabeth Babcock, President & CEO

Approved as to form this 18th day of ~~November~~ December 2023.

MARA W. ELLIOTT, City Attorney

By: 
Deputy City Attorney

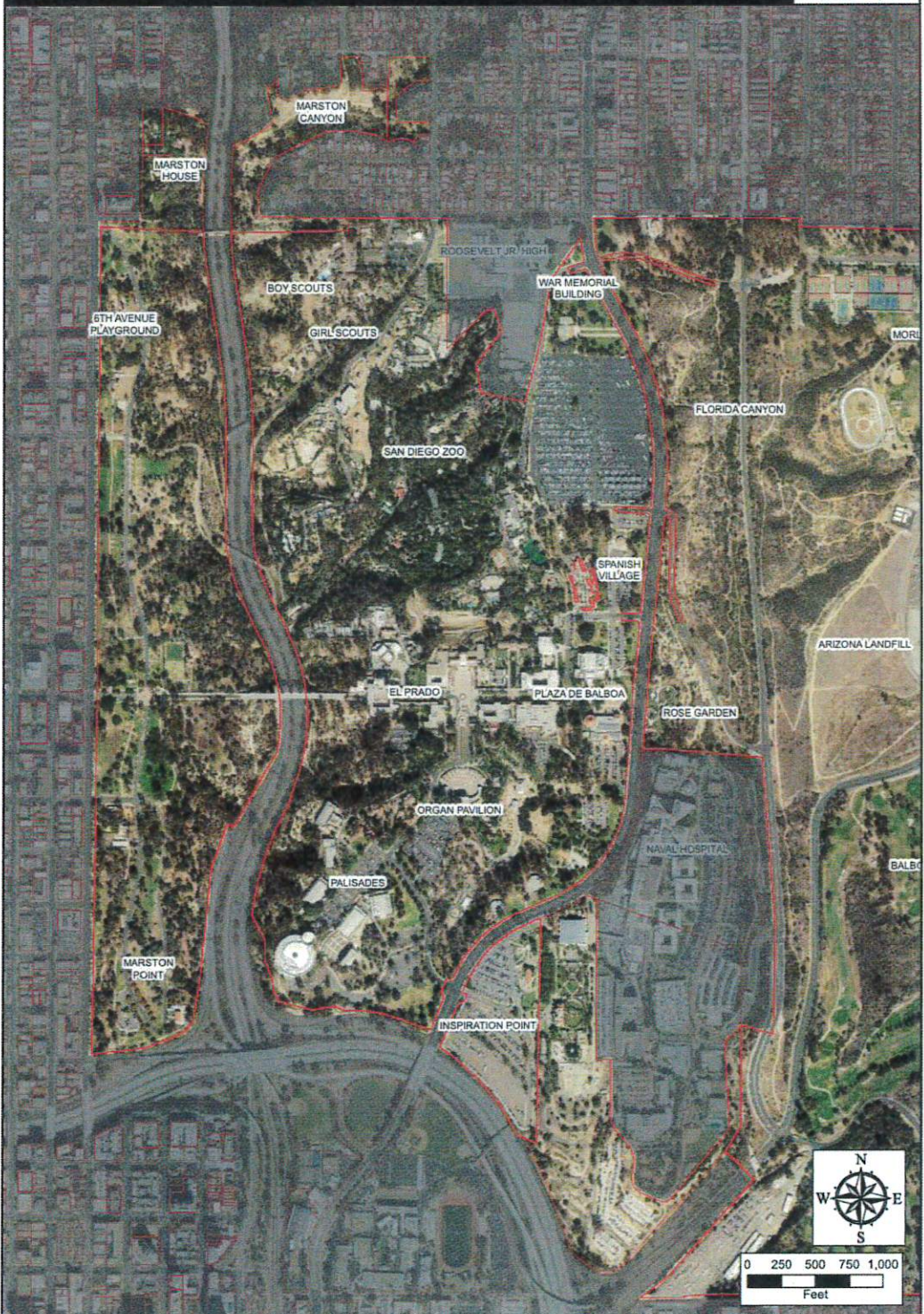
Attachments:

- Exhibit A - Premises
- Exhibit B - Visitor Services Volunteer Program
- Exhibit C - Prevailing Wage Requirements
- Exhibit D - Environmental Determination

Exhibit A – Premises (Balboa Park) (excludes the Naval Hospital and Leasehold Property)



BALBOA PARK
WEST MESA AND CENTRAL MESA



 Every reasonable effort has been made to assure the accuracy of this map. However, neither the SanGIS participants nor San Diego Data Processing Corporation assume any liability arising from its use. This map contains information from the San Diego Association of Governments (SanDAG) Regional Information System. This map cannot be reproduced without the written permission of SanGIS.
 THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
 This map contains information which has been reprinted with permission granted by Thomas Brothers Map Company. PROPRIETARY INFORMATION: The use of this information is permitted in accordance with the agreement only. Any reuse or retransmission of this information is prohibited, except in accordance with such retransmission agreements.
 SanGIS
 We Keep San Diego Covered

BALBOA PARK EAST MESA

2021



 CASAS

 www.sandiego.gov
 7-14-2011

Every reasonable effort has been made to assure the accuracy of this map. However, neither the City of San Diego nor the San Diego State Processing Corporation assume any liability arising from its use. This map contains information from the San Diego Association of Governments (SAGAG) Regional Information System. This map cannot be reproduced without the written permission of SanGIS.

THIS MAP IS PROVIDED WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This map contains information which has been reproduced with permission granted by Thomas Dunham Map Company. PROPRIETARY INFORMATION. The use of this information is prohibited to authorize agreement only. Any reuse or reliance on this information is prohibited, except in accordance with such authorizing agreements.



Exhibit B – Visitor Services Program

Permit Area



EXHIBIT C

PREVAILING WAGE REQUIREMENTS

By signing this Permit, PERMITTEE certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing any work.

Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair, and maintenance work performed under this Permit is subject to State prevailing wage laws. For construction work performed under this Permit cumulatively exceeding \$25,000 and for alteration, demolition, repair, and maintenance work performed under this Permit cumulatively exceeding \$15,000, PERMITTEE, its contractors and subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, PERMITTEE, its contractors, and subcontractors shall ensure that all workers who perform work under this Permit are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. PERMITTEE, its contractors, and subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Permit. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Permit in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Permit, each successive predetermined wage rate shall apply to this Permit on the date following the expiration date of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Permit, such wage rate shall apply to the balance of the Permit.

2. Penalties for Violations. PERMITTEE, its contractors, and subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing

wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. **Payroll Records.** PERMITTEE, its contractors, and subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. PERMITTEE shall require its contractors and subcontractors to also comply with section 1776. PERMITTEE, its contractors, and subcontractors shall submit weekly certified payroll records online via the CITY's web-based Labor Compliance Program. PERMITTEE is responsible for ensuring its contractors and subcontractors submit certified payroll records to the CITY. PERMITTEE, its contractors, and subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. **Apprentices.** PERMITTEE, its contractors, and subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. PERMITTEE shall be held responsible for their compliance as well as the compliance of their contractors and subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. **Working Hours.** PERMITTEE, its contractors and subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. **Required Provisions for Contracts and Subcontracts.** PERMITTEE shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861. PERMITTEE shall ensure its contractors shall include at a minimum a copy of the following provisions in any contract they enter into with a contractor or subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. **Labor Code Section 1861 Certification.** PERMITTEE in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Permit, PERMITTEE certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Permit."

8. **Labor Compliance Program.** The CITY has its own Labor Compliance Program authorized in August 2011 by the DIR. PERMITTEE shall withhold contract payments pursuant to the contract between PERMITTEE and PERMITTEE's contractors or subcontractors when payroll records are delinquent or deemed inadequate by the CITY or other governmental entity, or it has been established after an investigation by the CITY or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. **Contractor and Subcontractor Registration Requirements.** This project is subject to compliance monitoring and enforcement by the DIR. A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1.(a), "[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded."

9.1. A contractor's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A contract entered into with any contractor or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By signing this Permit, PERMITTEE certifies that he or she has verified that all contractors and subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and PERMITTEE shall provide proof of registration for themselves and all listed contractors and subcontractors to the CITY at the time of execution of this Permit or upon request.

10. **Stop Order.** For PERMITTEE or its contractor(s) or subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor(s) or unregistered subcontractor(s) on ALL

public works until the unregistered contractor(s) or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The CITY may ask PERMITTEE for the most current list of contractors or subcontractors (regardless of tier), along with their DIR registration numbers, utilized on this Permit at any time during performance of this Permit, and PERMITTEE shall provide the list within ten (10) working days of the CITY's request. PERMITTEE shall notify CITY of any contractors or subcontractors, including their DIR registration numbers, which have not previously performed work on this Permit prior to said contractors or subcontractors performing work on this Permit. Additionally, PERMITTEE shall provide the CITY with a complete list of all contractors or subcontractors utilized on this Permit (regardless of tier), within ten (10) working days of the completion of the work authorized by this Permit, along with their DIR registration numbers. PERMITTEE shall withhold final payment to contractor(s) until at least 30 days after this information is provided to the CITY.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. PERMITTEE shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. PERMITTEE and its contractors will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the CITY, but will not be required to be submitted online with the DIR directly. PERMITTEE will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. PERMITTEE and its contractors shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).



Date of Notice: December 18, 2023

NOTICE OF RIGHT TO APPEAL

ENVIRONMENTAL DETERMINATION

CITY PLANNING DEPARTMENT

PROJECT NAME/NUMBER: Forever Balboa Park Special Use Permit
COMMUNITY PLAN AREA: Balboa Park
COUNCIL DISTRICT: 3
LOCATION: All areas of Balboa Park, 1549 El Prado Suite #1, San Diego California 92101

PROJECT DESCRIPTION: Under this Special Use Permit, Forever Balboa Park (Permittee) will be able to use the permit area for the purposes of providing limited services to benefit the Premises and visitors of Balboa Park by performing volunteer and maintenance projects, services, and programs, limited grounds maintenance, and beautification projects through its network of programs in conjunction with City maintenance staff. Portions of the Permit Area are within a National Historic Landmark District and must maintain consistency with the Secretary of the Interior's Standards for the Treatment of Historic Properties and Landscapes. New trails will not be built as part of this Permit unless all required environmental documentation is certified, and all required regulatory permitting is secured. Garden Steward and Tree Steward volunteers will engage with the public through interpretive, educational programming; educational demonstrations; and speaking with school groups while performing their volunteer work. Maintenance and remediation projects will be performed on an as needed basis and must receive all appropriate environmental and historic review in writing by City staff.

ENTITY CONSIDERING PROJECT APPROVAL: City of San Diego

ENVIRONMENTAL DETERMINATION: Categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and 15304 (Minor Alterations to Land).

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(s) 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 15304 (Minor Alterations to Land), which consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry or agricultural purposes. 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; there are locations listed on GeoTracker and EnviroStor within 1,000 feet of the address in question. While these

12/27/2023



Attachment B

Environmental Determination (NORA)	
Environmental Planner	Vanessa Sandoval (vmsandoval@sandiego.gov)
Project Name	Forever Balboa Park Special Use Permit
Environmental Determination	Categorically exempt from CEQA pursuant to State CEQA Guidelines Section 15301 (Existing Facilities) and 15304 (Minor Alterations to Land).
Date NORA Posted	12/18/2023
Date NORA Removed	12/26/2023

locations are listed, the proposed projects would allow for minimal ground disturbance which would not displace or disturb large quantities of soil. Thus, the proposed projects would not expose potential hazardous materials, and would not preclude the use of a CEQA exemption pursuant to Section 65962.5 of the Government Code not needed.

CITY CONTACT: Victor Johnson II, Area Manager II, Parks & Recreation Department

MAILING ADDRESS: 2125 Park Boulevard, San Diego, CA 92101

PHONE NUMBER/E-MAIL: (619) 235-1105 / vgjohnson@san diego.gov

On December 18, 2023, the City of San Diego made the above-referenced environmental determination pursuant to 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 with the Office of the Clerk within five (5) business days from the date of the posting of this Notice (**December 26, 2023**). Appeals to the City Clerk must be filed via e-mail or in-person as follows:

1. Appeals filed via Email: The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Send the completed appeal form (including grounds for appeal and supporting documentation in pdf format) by email to Hearings1@san diego.gov by 5:00p.m. on the last day of the appeal period; your email appeal will be acknowledged within 24 business hours. You must separately mail the appeal fee by check payable to the City Treasurer to: City Clerk/Appeal, MS 2A, 202 C Street, San Diego, CA 92101. The appeal filing fee must be United States Postal Service (USPS) postmarked) before or on the final date of the appeal.
2. Appeals filed In-Person: The Environmental Determination Appeal Application Form [DS-3031](#) can be obtained at: <https://www.sandiego.gov/sites/default/files/legacy/development-services/pdf/industry/forms/ds3031.pdf>. Bring the fully completed appeal application [DS-3031](#) (including grounds for appeal and supporting documentation) to the City Administration Building— Public Information Counter (Open 8:00am to 5:00pm Monday through Friday excluding City approved holidays), 1st Floor Lobby, located at 202 C Street, San Diego, CA 92101, by 5:00pm on the last day of the appeal period. The completed appeal form shall include the required appeal fee, with a check payable to: City Treasurer.

The appeal application can also 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 ON THE CITY'S CEQA WEBSITE

POSTED: December 18, 2023

REMOVED: December 26, 2023

POSTED: vanessa Sandoval