

GENERAL SERVICES AGENCY – AIRPORT SERVICES

SAN LUIS OBISPO COUNTY REGIONAL AIRPORT

USE PERMIT

The COUNTY OF SAN LUIS OBISPO, hereinafter called "COUNTY", hereby grants to the PERMITTEE hereinafter named permission to use and occupy the following described premises at the following named AIRPORT for the purpose(s) hereinafter specified; and the PERMITTEE agrees to pay the rental hereinafter specified and to perform all other obligations imposed upon it in the terms and condition hereto.

1. PERMITTEE: UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION for and on behalf of
Transportation Security Administration
2. ADDRESS: Attn: Veronica Gonzalez, Contracting Officer
300 N. Los Angeles Street, Suite 4100
Los Angeles, CA 90012
3. AIRPORT: SAN LUIS OBISPO COUNTY REGIONAL AIRPORT
4. PREMISES: Approximately 450 square feet in Terminal Building, 901 Airport Drive, San Luis Obispo, CA 93401 as shown on Exhibit "A."
5. PURPOSE: Occupancy and use by Transportation Security Administration
6. ANNUAL RENTAL: Annual rent of \$11,933.25 per year for year one, payable monthly in arrears at a rate of \$994.44 per month. Annual rent of \$12,529.91 per year for year two, payable monthly in arrears at a rate of \$1,044.16 per month. Annual rent of \$13,156.41 per year for year three, payable monthly in arrears at a rate of \$1,096.37 per month.
7. SECURITY DEPOSIT: None
8. EFFECTIVE DATE OF PERMIT: April 17, 2013. PERMITTEE continues to accept the space in "as-is" condition effective April 17, 2013.
9. LIQUIDATED DAMAGES: None
10. SPECIAL TERMS AND CONDITIONS AS INDICATED HEREON AND SPECIFIED AS ATTACHED HERETO:
 - (1) COUNTY and PERMITTEE are governmental agencies. Where any provisions of this Permit conflict with laws, regulations, or policies governing the PERMITTEE, the parties will attempt to interpret and perform under this Permit in a manner that complies with the laws, regulations, and policies governing the PERMITTEE while satisfying the provisions of this Permit to the extent practicable.
 - (2) The Addendum entitled "Special Terms and Conditions" is attached hereto and incorporated herein by reference.
 - (3) The following paragraphs are attached hereto. For the purpose of these paragraphs: (a) "Lessor" and "Offeror" means the "COUNTY;" (b) "Government" means the "PERMITTEE;" and (c) the meaning of "lease" includes this Permit.

(i) 552.232-76 - Electronic Funds Transfer Payment (Sep 1999)
(Variation)

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on
this _____ day of _____, 2013.

COUNTY

By _____

Name: _____

Title: _____

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

Approved by the Board of Supervisors this
_____ day of _____ 2013.

By: Shanna Matney
DEPUTY County Counsel

Date: 5/2/13

ATTEST:

Clerk of the Board of Supervisors

PERMITTEE:

UNITED STATES OF AMERICA
GENERAL SERVICES ADMINISTRATION

By _____
Veronica Gonzalez, Contracting Officer

Date _____

SPECIAL TERMS AND CONDITIONS

1. Term. This Permit is granted for a period of up to three (3) years commencing on April 17, 2013, as long as the existing terminal of which the premises are a part continues to exist and be designated as the primary air terminal building.

2. Termination. In the event that the existing terminal will cease to exist and be designated as the primary air terminal building, the County can terminate this agreement by giving Permittee a 120 day advance written notice. Said notice can be issued anytime on or after December 17, 2014. Said notice shall be computed commencing with the day after the date of mailing.

3. Payment of Rent. Without notice or demand, the PERMITTEE shall pay, at the Office designated by the COUNTY, annual rent as follows, payable in monthly installments as follows, in arrears, by the first workday of the following month via electronic funds deposit or check, without the submission of invoices or vouchers. Rent for a period of less than one month shall be prorated.

Year 1	\$11,933.25 at the rate of \$994.44 per month in arrears
Year 2	\$12,529.91 at the rate of \$1,044.16 per month in arrears
Year 3	\$13,156.41 at the rate of \$1096.37 per month in arrears

4. Acceptance of Rent not a Waiver. The acceptance of rent by the COUNTY shall not constitute a waiver of any breach by the PERMITTEE of any of the terms and conditions, upon which this Permit is granted and to which the PERMITTEE agrees, nor of the COUNTY's right to terminate or revoke this Permit. Failure by the COUNTY to insist upon strict performance thereof by the PERMITTEE, or to exercise any option herein reserved, shall not be construed as a waiver or as a relinquishment of any of its rights under this Permit.

5. Equal Treatment. The PERMITTEE will furnish service on a fair, equal and not unjustly discriminatory basis to all users.

6. Repairs. The PERMITTEE shall at its own expense keep and maintain the Premises and building system equipment and lines pre-existing within the Premises in a condition similar to that which existed on the effective date of this Permit, ordinary wear and tear and damage by acts of God excepted; except that the COUNTY shall maintain the building structure and systems in good repair and condition, including air conditioning and ventilation, plumbing and electricity to the Premises and life safety systems, in the event of failure of the building structure or systems. PERMITTEE agrees that it shall take reasonable steps and any such other action which it deems necessary to protect PERMITTEE's equipment from any damage that may be caused to such equipment in the event of any deficiency, impairment and/or interruption of utility services.

7. Waste, Strip and Nuisance, Maintenance, Janitorial. The PERMITTEE shall not make, permit or suffer any waste, strip, nuisance or any other unlawful, improper or offensive use of the Premises. The PERMITTEE shall, at all times and at its sole cost and expense, keep the Premises clean, neat, safe and orderly, free of waste, rubbish and debris. COUNTY shall provide for janitorial services, including the handling of all trash, garbage and other refuse on the Premises as part of the rent. Said janitorial will include vacuuming, waste paper basket emptying and normal cleaning on a regular basis.

8. Utilities and Other Charges. The COUNTY shall provide: (a) water, electricity, and sanitary sewer from utility sources at the Airport; and (b) garbage and trash disposal from the COUNTY's designated receptacles as part of the total monthly rental consideration; provided, that if this Permit establishes a separate fixed amount for utilities and services above the monthly space rental, the PERMITTEE shall make payments accordingly.

9. PERMITTEE's Prior Inspection. The PERMITTEE warrants that it has inspected the Premises and all improvements thereon, knows the condition thereof and fully assumes all risks incidental to the use and enjoyment thereof.

10. Surrender and Restoration. The PERMITTEE shall, prior to the termination or revocation of this Permit, restore, at its sole cost and risk, the Premises to a condition similar to that which existed prior to the effective date of this Permit, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to the COUNTY. In the event the PERMITTEE fails to effectuate such restoration of the Premises, the COUNTY reserves the right to accomplish same by its own employees or by an independent contractor and assess the PERMITTEE the total costs thereof. In the event that County constructs a new terminal and the current premises are demolished, the requirements for restoration as stated herein shall not be required.

The COUNTY is not required to furnish replacement facilities or relocation assistance to the PERMITTEE.

11. Transferability. This Permit and the Premises, or any part thereof, inclusive of any and all rights or obligations accruing or arising under it shall not be sold, transferred, assigned, leased, mortgaged, or otherwise alienated or encumbered in any manner whatsoever.

12. Structural Improvements, Alterations or Additions. No improvement, alteration, or addition of a structural nature shall be made, installed, or constructed on, under or within the Premises by the PERMITTEE unless it first submits its plans and specifications therefore to the COUNTY for its approval and unless said plans and specifications are in fact approved in writing by the COUNTY. Such plans and specifications shall not be submitted nor approved unless they are in full compliance with any and all Governmental statutes and rules and regulations applicable thereto. Any improvements, alterations, or additions shall be accomplished at the sole cost and risk of

the PERMITTEE and the COUNTY shall not be responsible for any damages to or destruction of any such improvements, alterations, or additions or of any personal property on the Premises.

13. Removal of Improvements. The PERMITTEE may remove at its sole cost and risk, any and all improvements or additions constructed or installed by it upon the Premises at any time during the life of this Permit and prior to termination or revocation hereof. In the event of such removal, the Premises shall be restored by the PERMITTEE to a condition similar to that which existed immediately prior to the construction or installation thereof, ordinary wear and tear excepted. Failure of the PERMITTEE to give notice of its intention to remove prior to termination or revocation shall be deemed to be an abandonment of said improvements or additions. Upon the failure of the PERMITTEE to effectuate such removal prior to termination or revocation, the COUNTY shall have the right to remove the improvements or additions and to restore the Premises to a condition similar to that which existed immediately prior to the construction or installation of said improvements or additions by its own employees or by an independent contractor and assess the total costs thereof to the PERMITTEE and the PERMITTEE agrees to pay for all such costs and expenses or removal and restoration of the Premises. In the event that County constructs a new terminal and the current premises are demolished, the requirements for removal of improvements as stated herein shall not be required.

14. Removal of Personal Property. Should the PERMITTEE fail to vacate the Premises upon the revocation of the Permit, the COUNTY'S General Services Agency Director, Director's agents and/or representatives may enter upon the Premises and remove and dispose of, at PERMITTEE's cost and expense, all vehicles, equipment, materials and/or any personal property remaining on the Premises, and the PERMITTEE agrees to pay for all such costs and expenses of removal and disposition.

15. Entry by COUNTY. The COUNTY or its agents and employees may, at any time with prior consent of the PERMITTEE which shall not be unreasonably withheld, or in emergencies without prior consent of the PERMITTEE, enter the Premises at all reasonable hours to inspect the Premises and determine if the PERMITTEE is complying with the terms and conditions of the Permit or for any other proper purpose.

16. Advertising Signs. The PERMITTEE may install and operate, at its sole cost and expense, such informational signs and materials required for PERMITTEE'S operations at the Airport, as shall be expressly approved by the COUNTY as being of acceptable character on the basis of appearance, size, font, design, color, quality, number, location, content, method of display and general conformity with the architectural character of the Airport. Prior to the termination or revocation of this Permit, the PERMITTEE shall remove, obliterate, or paint out any and all advertising signs, posters, and similar devices placed by the PERMITTEE on the Premises. If the PERMITTEE fails to carry out this requirement, the COUNTY may perform such work as may be necessary and the PERMITTEE shall pay the costs thereof immediately upon demand by the COUNTY.

17. Non-Discrimination. The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in the Permit for a purpose involving the provision of similar services or benefits, the PERMITTEE shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 nondiscrimination in Federally assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the COUNTY shall have the right to re-enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the COUNTY and its assigns.

The PERMITTEE, for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (a) no person on the grounds of race, creed, color, sex, national origin, or a physical handicap shall be excluded for participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (b) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, creed, color, national origin, sex, or a physical handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (c) that the PERMITTEE shall use the Premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That in the event of breach of any of the above nondiscrimination covenants, the COUNTY shall have the right to terminate this permit and re-enter and repossess said land the facilities thereon, and hold the same as if said Permit had never been made or issued.

18. Civil Rights Provision. The PERMITTEE assures that it will undertake an affirmative action program as required by Title 14 Code of Federal Regulations, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, sex, or a physical handicap be excluded from participating in or receiving the services or benefits of any program or activity covered by this subpart. The PERMITTEE assures that it will require that its covered suborganizations provide assurances to the COUNTY that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by Title 14 Code of Federal Regulations Part 152, Subpart E, to the same effect.

19. Interpretation. The use of any gender shall include all genders, the use of the singular shall include the plural and the use of the plural shall include the singular as the context may require.

20. Conflicting Terms and Conditions. In the event of any conflict or inconsistency between the County's Use Permit, including these special terms and conditions and the GSA forms L201D, 3517B and 3518, the County's Use Permit and special terms and conditions shall govern and control.

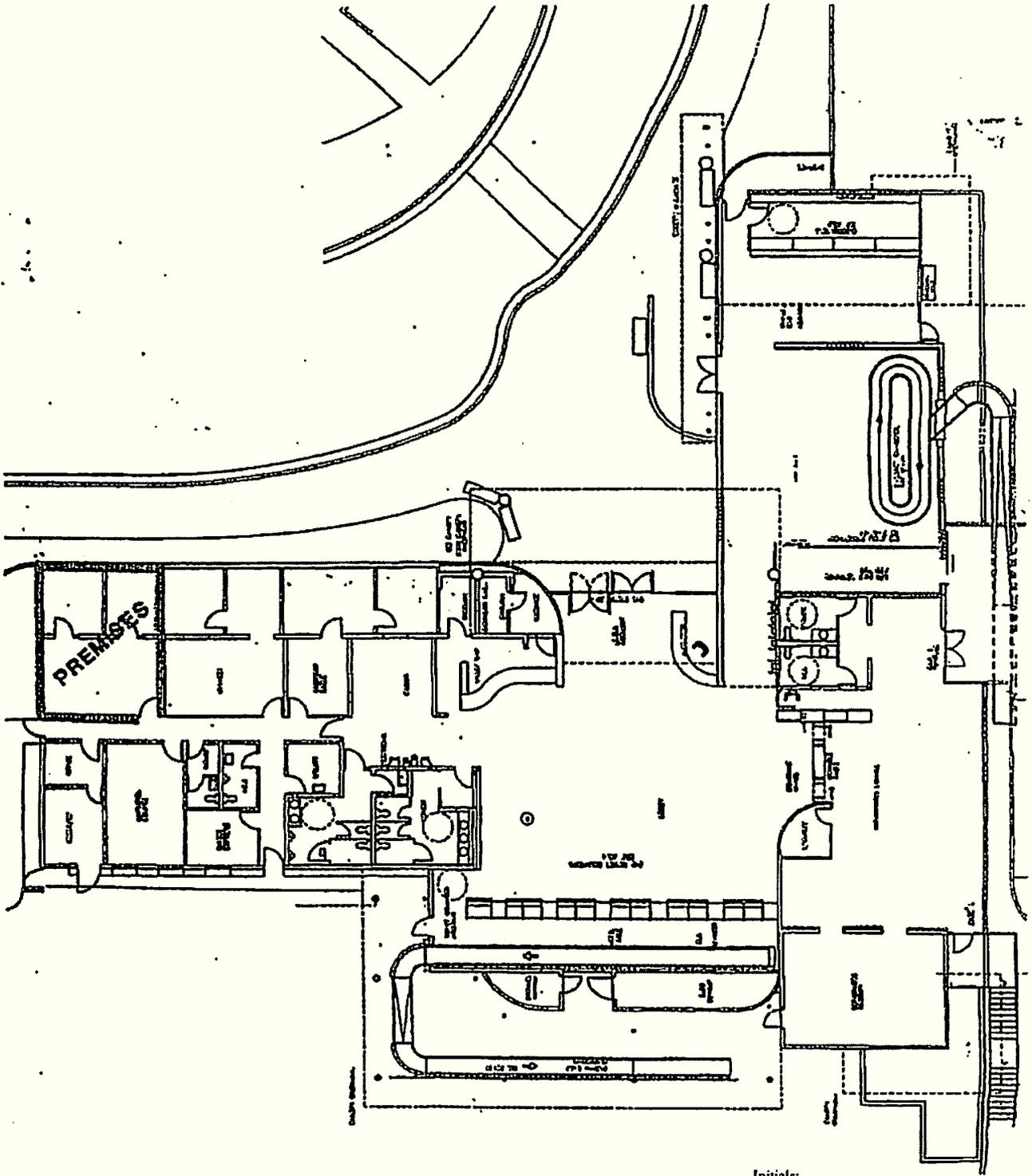
21. Compliance with Laws. The PERMITTEE shall comply with all laws, ordinances and rules and regulations of all governmental agencies, applicable to the Premises or relating to and affecting any business or other commercial activity conducted on the Premises.

22. Breach of Revocable Permit or Special Terms and Conditions. Upon a breach of any of the aforementioned terms and conditions, including but not limited to PERMITTEE's failure to pay any rental, interest, fees or charges when due, COUNTY may revoke this Permit upon thirty (30) business days' written notice of said breach and shall be entitled to regain possession of the Premises administratively, without court action.

23. Hold Harmless. In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act of 1948, as amended (28 USC 2671 et. seq.), hereafter termed "the Act" the PERMITTEE will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the PERMITTEE while acting within the scope of his or her office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the PERMITTEE's liability beyond that existing under the Act at the time of such act or omission or to preclude the PERMITTEE from using any defense available in law or equity.

////////// NOTHING FURTHER BEYOND THIS POINT EXCEPT EXHIBIT A//////////

EXHIBIT 'A'



Initials: _____
County Permittee