



**COUNTY OF LOS ANGELES  
DEPARTMENT OF BEACHES AND HARBORS**



**STAN WISNIEWSKI**  
DIRECTOR

**KERRY GOTTLIEB**  
CHIEF DEPUTY

September 17, 2002

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**JOINT USE PERMIT AGREEMENT - PARCEL 48R (SCOUT SEA BASE) - MARINA  
DEL REY  
(4th DISTRICT)  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed Joint Use Permit Agreement is categorically exempt under the California Environmental Quality Act pursuant to class 1 (r) and 4 (j) of the County's Environmental Document Reporting Procedures and Guidelines.
2. Approve and authorize the Chairman of the Board to sign the attached Joint Use Permit Agreement (Exhibit A) ("Agreement") granting use of Parcel 48R, Marina del Rey, on a joint use basis with the County, to Western Los Angeles County Council, Inc. dba Boy Scouts of America ("Scouts"), for a term of 15 months.
3. Find that the services authorized to be conducted by Scouts under the Agreement will serve public purposes which benefit the County and that the portions of County property to be used by Scouts during the term of the Agreement will not be needed for County purposes.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Scouts currently occupy Parcel 48R under a ground lease ("Lease"). The Lease was

The Honorable Board of Supervisors  
September 17, 2002  
Page 2

originally entered into on December 5, 1972 for a term of 15 years with an option to extend the term for an additional 15 years. The Scouts exercised the extension option, which extended the expiration of the lease term to September 30, 2002 ("Lease Termination Date"), when title to the leasehold improvements will vest in the County. Upon termination of the Lease, the County intends to accept the improvements, and use and occupancy rights to the facilities will be governed by the terms of the Agreement for the succeeding 15-month period. The Scouts desire to continue to use the premises to offer their youth programs that have served the community over the course of the Lease. The premises are currently improved with a three-story building and 500 feet of docks, all on a waterside parcel of 25,000 square feet.

This 15-month Agreement is being requested pending development of a longer-term joint use agreement with the Scouts to accommodate the Scouts' desire for uninterrupted continued use of portions of the facilities for its youth programs. The Agreement will enable the County to jointly utilize the facilities for its Water Awareness, Training, Education and Recreation Program (W.A.T.E.R), serving more than 6,000 youth annually, and as an additional recreational and meeting space to mitigate the crowded schedule of County and community activities at the adjacent Chace Park community building, resulting in overall increased use of the premises. The Agreement divides the current facility and docks into areas for the exclusive use of the Scouts, areas for the exclusive use of the County, and common areas available for use by both parties, with scheduling for the common areas based on a system of priorities and availability, all as set forth in the chart below and in Exhibits 2, 3 and 4 to the Agreement.

The following chart details the Agreement's proposed deal terms providing for the shared use of the premises over the 15-month term:

<b>ISSUE</b>	<b>PROPOSED DEAL TERMS - PARCEL 48</b>
<b>INTERIM AGREEMENT</b>	Joint Use Permit Agreement for a term of 15 months (October 1, 2002 through December 31, 2003) with a target date of October 1, 2003 for reaching a new longer-term agreement. Parties agree to work in good faith to arrive at a long-term agreement but County will not agree to extend the Agreement.



<p><b>USE OF DOCKS</b></p>	<p>Scouts will retain exclusive use of dock/slip areas for:</p> <ul style="list-style-type: none"> <li>• The Main Vessel Dock on the south side of the building.</li> <li>• The easterly 195.5 feet of the main dock, including the 1st and 2nd fingers and the easterly half of the 3rd finger (exclusive of the 3rd finger end-tie), plus the dry storage area located on the 33-foot long extension of the main dock immediately to the west of the primary Scout dock area.</li> </ul> <p>County will have exclusive use of dock/slip areas for:</p> <ul style="list-style-type: none"> <li>• The westerly 163.5 feet of the main dock (except for the dry storage area on the easterly 33 feet of this section of the main dock), including the 4th finger and the westerly half of the 3rd finger, plus all of the 3rd finger end-tie.</li> </ul> <p>See Exhibit 2 to the Agreement.</p>
<p><b>RENT</b></p>	<p>Scouts shall pay a monthly rent of \$725, plus \$1,500 per month as its share of maintenance costs and will pay a pro-rata share of utilities as set forth in MAINTENANCE/CUSTODIAL below.</p>
<p><b>MAINTENANCE/CUSTODIAL</b></p>	<p>Scouts to furnish insurance, with County named as additional insured, covering all Scout uses, personnel and participants, in form and amount acceptable to County Risk Manager.</p> <p>Scouts to correct all of the maintenance/repair items listed in the Leasehold Premise Maintenance/Repair Deficiency Report dated July 25, 2002.</p> <p>County to perform maintenance (repair and replacement) of base building and docks. Annual maintenance costs of building and docks to be the responsibility of County with Scouts to contribute \$1,500 monthly as its share of maintenance costs. County shall not be required to expend an amount greater than \$49,500 for maintenance costs during the term of the Agreement.</p>

	<p>Each party to be responsible for custodial (cleaning/janitorial) costs of its exclusive areas and for custodial costs for common areas utilized for its separate scheduled functions. County will otherwise assume responsibility for custodial work.</p> <p>Cost of utilities to be allocated on a pro-rata basis, in accord with projected uses, and exclusive use square footage; provided, however, the total amount of utility costs to be paid by the Scouts during the Agreement term shall not exceed \$4,200. If actual pro-rata costs exceed \$1,848 during the 1<sup>st</sup> 6 months of the Agreement, parties agree that the cap shall be adjusted upward by a percentage equal to the percentage by which such 6-month total exceeds \$1,680.</p> <p>Each party shall bear the cost of repairs occasioned by the acts of its employees, guests or invitees.</p>
<p><b>NAME</b></p>	<p>County of Los Angeles Pardee Scout Sea Base and W.A.T.E.R. Program</p>
<p><b>ADDITIONAL USES</b></p>	<p>Scouts to be able to schedule and collect fees for any of its youth Scouting programs using exclusive use areas and common areas of the facility on the priority basis described above. Additionally, Scout boat donation and resale program revenues will be revenue exclusively used by the Scouts.</p>
<p><b>LONG-TERM AGREEMENT</b></p>	<p>Negotiations will commence immediately on a longer-term joint use permit agreement promptly after execution of Agreement.</p> <p>The term of the longer-term joint use permit agreement is to be for 10 years with one option for an additional 5 years.</p> <p>Any terms included as part of this Agreement are not necessarily indicative of the terms to be included in the proposed longer-term agreement.</p>

The Honorable Board of Supervisors  
September 17, 2002  
Page 6

<b>AUDIT/RECORD KEEPING</b>	Scouts must maintain records of all onsite operations. County to have right to audit.
-----------------------------	---

**Implementation of Strategic Plan Goals**

The proposed action promotes and furthers the Board-approved Strategic Plan Goal of "Service Excellence" by providing continuation of the Scouts' current youth-based programs and the Department's Strategic Plan Objective of effectively meeting the needs of the public, one of its primary clients, by expansion of opportunities for County youth education and recreation through the Department's W.A.T.E.R. program.

**FISCAL IMPACT/FINANCING**

The rent currently paid by the Scouts will continue throughout the term of the Agreement. The County will be responsible for maintenance of the facility and the Scouts will contribute \$1,500 monthly to maintenance costs, while utility costs will be shared by the parties on a pro-rata basis. County will be responsible for any capital improvement costs.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The Agreement is authorized by Government Code Sections 25907 and 26227.

County Counsel has approved the Agreement as to form.

The Small Craft Harbor Commission will consider the Agreement at its September 9, 2002 meeting. We will provide to your Board the Commission's recommendation in advance of your Board's consideration of the Agreement at its September 17 meeting.

**ENVIRONMENTAL DOCUMENTATION**

There are no landside or waterside development/redevelopment/replacements contemplated by the Agreement. The approval of the Agreement qualifies for a categorical exemption under California Environmental Quality Act pursuant to class 1 (r) and 4 (j) of the County's Environmental Document Reporting and Procedures and Guidelines.

The Honorable Board of Supervisors  
September 17, 2002  
Page 7

**CONTRACTING PROCESS**

The Agreement will replace the current Lease that expires on September 30, 2002 and will provide time for a longer-term permit agreement to be negotiated.

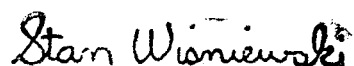
**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

The Agreement will enable the County to sustain its current W.A.T.E.R. program, resulting in a greater number of youth being able to use and, thus, better utilization of the facility. It will also relieve the intensely utilized community building at the County's adjacent Chace Park and allow for increased community and public use of meeting and recreation space in the Marina.

**CONCLUSION**

Authorize the Executive Officer/Clerk of the Board to send three copies of the executed Agreement to the Department of Beaches and Harbors.

Respectfully submitted,



Stan Wisniewski, Director

SW;rm  
Attachment (1)

- c: Chief Administrative Officer
- Executive Officer, Board of Supervisors
- County Counsel
- Auditor-Controller

# EXHIBIT A

## JOINT USE PERMIT AGREEMENT PARCEL 48R – MARINA DEL REY

THIS JOINT USE PERMIT AGREEMENT (this "Agreement") is made and entered into as of the 1st day of October, 2002 (the "Effective Date"), and shall be effective concurrently with the expiration of the Lease (as hereinafter defined).

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES,  
hereinafter referred to as "County"**

**AND**

**WESTERN LOS ANGELES COUNTY  
COUNCIL, INC., BOY SCOUTS OF  
AMERICA, a California non-profit  
corporation, hereinafter referred to as  
"Scouts".**

### WITNESSETH:

WHEREAS, County and Scouts are the parties to that certain lease agreement number 20481, as amended (the "Lease"), originally entered into by and between County, as lessor, and Scouts' predecessor, as lessee, on December 5, 1972, under the terms of which County leased to Scouts that certain real property located in the Marina del Rey Small Craft Harbor, County of Los Angeles, State of California, now commonly known as Parcel 48R, which leasehold premises are more particularly described in Exhibit "1" attached hereto and incorporated herein (collectively, the "Premises").

WHEREAS, Section 2 of the Lease provided a lease term of 15 years with an option to extend the term for another 15 years, and Scouts exercised the option by Amendment No. 2 to Lease, which extended the expiration of the term to September 30, 2002 (the "Lease Termination Date");

WHEREAS, Section 18 of the Lease vests title in County to all structures, buildings, docks, or improvements, excluding barges, constructed by Scouts upon the Premises, as well as all alterations, additions, or betterments thereto (collectively, the "Improvements"), upon termination of the Lease, unless County has exercised its option, by 60 days notice, to have Scouts remove the Improvements at the completion of the term of the Lease and County did not give such notice;

WHEREAS, County through its Department of Beaches and Harbors, will accept the title to the Improvements without any further required act, on the Lease Termination Date, and Scouts desire to continue to use the Premises and the Improvements after the Lease Termination Date, and County is willing to accommodate certain of Scouts' desires on a joint use basis as described herein; and



WHEREAS, recognizing that a long-term agreement for Scouts' joint use of the Premises and Improvements is not attainable by the Lease Termination Date, it is the parties' mutual desire to continue negotiations for a longer term agreement while Scouts continue to use the Premises for an agreed period beyond the Lease Termination Date, under the terms set forth herein.

WHEREAS, County finds that Scouts' proposed programs will serve public purposes which benefit the County and that the portions of the Premises to be made available for the use of the Scouts under this Agreement will not during the term hereof be needed for County purposes;

NOW, THEREFORE, in consideration of the mutual agreements, covenants and restrictions contained herein, the parties, and each of them, agree as follows:

1. PURPOSE AND SCOPE OF JOINT USE PERMIT AGREEMENT

1.1 County hereby agrees that upon the Effective Date Scouts shall have the right and privilege to enter upon portions of the Premises, occupy the same, and conduct Permitted Uses (as defined below) thereat in accordance with Article 3 for the period provided in Article 2, upon the terms and conditions prescribed herein.

1.2 It is understood that the rights and privileges granted herein to Scouts are an unassignable permission to enter upon, occupy, and use portions of the Premises in accordance with the terms and conditions of this Agreement for the purpose of conducting the Permitted Uses. No interest of any kind in real property is granted and/or reserved to Scouts hereby and this Agreement shall not constitute an extension of the expiring Lease. No relationship of agency, servant, employee, partnership, joint venture, or association, as between County and Scouts is created by this Agreement.

2. TERM

The term of this Agreement shall be for a period of fifteen (15) months commencing on the Effective Date and ending December 31, 2003. No extension of the term hereof is permitted without written approval by and agreement entered into by County and Scouts.

3. USE OF PREMISES

3.1 Permitted Uses. Use of the Premises by Scouts shall be on a joint use basis with County in accordance with the terms hereof, for the operation and management of: (i) berthing of boats, facilities for training, meetings, and programs, offices, storage, and work area for nonprofit, boating oriented youth programs with membership open to the public; and (ii) such other reasonably related, incidental, or ancillary uses as are specifically approved in writing, in advance, by the Director (as hereinafter defined) of the Department of Beaches and Harbors (collectively, "Permitted Uses"). A description of the Improvements constructed on the Premises is attached as Exhibit 2, the areas of respective exclusive Scouts and County use are set forth in Exhibit 3, and the agreed upon common area scheduling procedures are set forth in

Exhibit 4, each of which Exhibits is made a part hereof by reference. The use and scheduling rights of the parties are more particularly described in Sections 3.4 through 3.6 of this Agreement. Except as specifically provided herein, Scouts shall not use the Premises for any purpose other than the Permitted Uses without the prior written consent of County. County makes no representation or warranty regarding the continued legality of the Permitted Uses or any of them, and Scouts bear all risk of an adverse change in Applicable Laws as defined hereinafter.

3.2 As-Is. Scouts acknowledge that: (1) it is currently in possession of the Premises; (2) Scouts or its predecessors-in-interest have continuously occupied and/or managed and operated the Premises since 1972; and (3) the Improvements now existing on the Premises were constructed by Scouts or its predecessors with contractors selected by them. Scouts accept the Premises in their present condition notwithstanding the fact that there may be certain defects in the Premises, whether or not known to either party to this Agreement, at the time of the Effective Date, and Scouts hereby represents that it has performed all investigations necessary in connection with its acceptance of the Premises and waives any and all demand upon County for alteration, repair, or improvement thereof other than in connection with ordinary repair, maintenance, and upkeep subject to Scouts' obligations under Articles 4 and 5 below, and other than as may become required as a result of or in connection with County improving or altering the Premises. Scouts hereby accepts the Premises on an "AS IS WITH ALL FAULTS" basis and, except as expressly set forth in this Agreement, Scouts is not relying on any representation or warranty of any kind whatsoever, express or implied, from County or any other governmental authority or public agency, or their respective agents or employees, as to any matters concerning the Premises and/or any improvements located thereon, including without limitation: (i) the quality, nature, adequacy and physical condition and aspects of the Premises and/or any improvements located thereon, including, but not limited to, the structural elements, foundation, roof, protections against ocean damage, erosion, appurtenances, access, landscaping, parking facilities and the electrical, mechanical, HVAC, plumbing, sewage and utility systems, facilities and appliances, and the square footage of the land and within the improvements and within each space therein; (ii) the quality, nature, adequacy and physical condition of soils, geology and any groundwater; (iii) the existence, quality, nature, adequacy and physical condition of utilities serving the Premises and/or any improvements located thereon; (iv) the development potential of the Premises, and the use, habitability, merchantability or fitness, or the suitability, value or adequacy of the Premises and/or any improvements located thereon for any particular purpose; (v) the zoning or other legal status or entitlement or lack thereof of the Premises or any other public or private restrictions on use of the Premises; (vi) the compliance of the Premises and/or any improvements located thereon with any applicable codes, laws, rules, regulations, statutes, resolutions, ordinances, covenants, conditions and restrictions of County, City, State, the United States of America, the California Coastal Commission and/or any other governmental or quasi-governmental entity ("Applicable Laws") or of any other person or entity (including, without limitation, relevant provisions of the Americans with Disabilities Act ("ADA")); (vii) the presence of any underground storage tank or hazardous materials on, under or about the Premises or the adjoining or neighboring property; (viii) the quality of any labor and materials used in any improvements; (ix) the condition of title to the Premises; and (x) the economics of the operation of the Premises and/or any improvements located thereon.

3.3 Title. County represents to Scouts that: (i) County owns fee title to the Premises and that upon expiration of the Lease County will own all of the Improvements; and (ii) County has authority to enter into this Agreement. Scouts hereby acknowledges such title of County in and to the Premises and Improvements and covenants and agrees never to contest or challenge the extent of said title, provided, however, that nothing contained herein shall prohibit Scouts from contesting or challenging the extent of said title based upon any future agreements of the parties.

3.4 Scouts' Exclusive Use. The parties hereto agree that subject to the terms of this Agreement, Scouts shall have the exclusive occupancy and use of those portions of the Premises identified as "Scout Exclusive Areas" in Exhibit 3 attached hereto and made a part hereof.

3.5 County's Exclusive Use. The parties hereto agree that subject to the terms of this Agreement, County shall have the exclusive use of those portions of the Premises identified as "County Exclusive Areas" in Exhibit 3 attached hereto and made a part hereof. Scout Exclusive Areas and County Exclusive Areas are hereinafter collectively referred to as "Exclusive Areas".

3.6 Common Area Use. The remaining areas of the Premises not specifically reserved as Exclusive Areas are identified in Exhibit 3 as "Common Area" and shall be shared in use by the County and Scouts in accordance with the procedures set forth in Exhibit 4 attached hereto and made a part hereof.

3.7 Scheduling and Procedures. Scheduling for the use of the Common Area shall be undertaken in accord with the procedures set forth in Exhibit 4. County will maintain a computer terminal on the Premises and will enter and maintain records of all scheduled uses of the Premises and facility. County personnel will perform data entry for all scheduling and Scouts shall have viewing capability and access to such scheduling records and data during all regular business hours of operation of the Premises. Scouts shall be permitted to schedule events in the Common Area only for Scouts' Permitted Uses and only County shall schedule all other community or public events.

3.8 Scout Program Scheduling and Fees. Scouts shall be permitted to schedule and collect fees for any Scout Permitted Use using the Scout Exclusive Areas and the Common Areas of the Premises in accord with the priorities set forth in Exhibit 4. Additionally, Scouts' boat donation and resale programs are hereby expressly deemed a Permitted Use, and all revenues received therefrom are agreed to be the exclusive property of Scouts.

3.9 Prohibited Uses. Scouts shall not utilize any portion of the Premises in a manner inconsistent with the Permitted Uses. Without limiting the foregoing, no part of the Premises shall be used as follows: residential use, sale of any goods unrelated to Scouts' Permitted Uses and services of any nature other than the offering of Scouts' Permitted Uses.

3.10 Nuisance. Scouts shall not conduct or agree to be conducted any private or public nuisance on or about the Premises over which it has control, nor commit any waste thereon. No rubbish, trash, waste, residue, brush, weeds or undergrowth or debris of any kind or character shall ever be placed or permitted to accumulate on or about the Premises over which it has control by Scouts, except in appropriate receptacles intended for such purposes, nor shall any portion of the Premises over which it has control be maintained by Scouts so as to render said Premises a fire hazard or unsanitary, unsightly, offensive, or detrimental, nor shall any similar activity be Permitted by Scouts on any portion of the Premises over which it has control.

3.11 Signs and Awnings. Any and all art, displays, identifications, monuments, awnings, advertising signs, and banners which are proposed by Scouts to be placed on or to be visible from the exterior of the Premises, shall be only of such size, design, wording, and color as shall have been specifically submitted to and approved by the Director of the County Department of Beaches and Harbors ("Director"), provided, however, that such approval shall not be unreasonably withheld or delayed, (and to the extent required under then Applicable Law, the Design Control Board, Regional Planning Commission, or Board of Supervisors) in writing, prior to the erection or installation of said art, sign, display, identification, monument, awning, or advertising sign; , and provided further that the bust of George Pardee may remain on the Premises during the term hereof and be removed and kept by Scouts upon the expiration or earlier termination of this Agreement.

3.12 Compliance with Regulations. Scouts and County shall each comply with all Applicable Laws relating to it, and shall each pay for and maintain any and all licenses and agreements relating to it and affecting the ownership, use, operation, maintenance, repair, or improvement by it of the Premises.

3.13 Rules and Regulations. Scouts agree to comply with such other reasonable rules and regulations governing the use and occupancy of the Premises as may be promulgated by County from time to time for general applicability on a non-discriminatory basis to other properties in Marina del Rey, and delivered in writing to Scouts.

3.14 Reservations. Scouts expressly agrees that this Agreement and all privileges hereunder shall be subject to all prior encumbrances, reservations, licenses, easements and rights of way existing as of the date hereof or otherwise referenced in this Agreement in, to, over, or affecting the Premises for any purpose whatsoever, provided, however, that County represents that it has not entered into any encumbrance, reservation or license, easement or right of way agreement within the year prior to the Effective Date of this Agreement that will have a substantial adverse effect upon the Scouts' occupancy or use of the Premises.

3.15 Alteration. Scouts shall make no alteration or improvement to any portion of the Premises without prior written approval from the Director, and except for emergency repairs or rebuilding of damaged or destroyed portions of the Premises, County shall make no alteration or improvement to the Premises that would unreasonably disturb or interfere with Scouts' occupancy or use thereof. Notwithstanding anything in this Section 3.15 to the contrary, Scouts shall be entitled to convert the Scouts' Exclusive Area denominated 1B on Exhibit 2 hereto from a Galley to a program office by removing the refrigerators, built-in stove, sink,

counters and cabinets and by the addition/installation of new wall cabinets, shelving, wet bar with sink, service counter and storage areas for Scout program equipment.

#### 4. PAYMENTS TO COUNTY

4.1 Fee Payment. Scouts shall pay to County a monthly fee of \$725 for the rights and privileges granted under this Agreement. Payments of the monthly fee shall be received by County on or before the first day of each calendar month of the term hereof for the upcoming calendar month. Scouts acknowledges that County shall have no obligation to issue monthly fee statements for the \$725 monthly fee and that such fee payments, required herein shall be payable notwithstanding the fact that Scouts has received no such fee statement.

#### 4.2 Maintenance Expenses/Custodial Costs.

a) Scouts Maintenance Expenses. The Scouts' total cost and contribution to maintenance of the Premises for the term of this Agreement shall be \$22,500 ("Maintenance Payment"), payable at the rate of \$1,500 per month, such monthly payments to be received by County on or before the first day of each calendar month for the upcoming calendar month of the term hereof. Notwithstanding the foregoing, Scouts shall also be responsible at its sole expense for remedying the maintenance items identified on the July 25, 2002 Leasehold Premise Maintenance/Repair Deficiency Report attached hereto as Exhibit 5 and made a part hereof, excepting therefrom the items specified as not to be remedied on said Exhibit 5. All needed repairs or replacements required to remedy such deficiencies shall be completed on or before the Effective Date of this Agreement and the failure to have completed any such required remedies shall constitute a default under this Agreement. County shall not be obligated to expend for maintenance of the Premises a total amount greater than \$49,500 (including the Scout Maintenance Payment amount of \$22,500) during the term of this Agreement.

b) Custodial Costs. Each party shall bear its own custodial costs for the services of cleaning and janitorial service for its respective Exclusive Area and for custodial costs for Common Areas utilized for its own separate scheduled functions and any such custodial expenses borne by Scouts are not included in the aforementioned Maintenance Payment. County shall otherwise assume responsibility for custodial work. Each party shall bear the cost of any repairs or damage (other than ordinary wear and tear) occasioned or caused by the acts of its employees, guests, or invitees, and any such expenses borne by Scouts are not included in the Scouts' aforementioned Maintenance Payment. Upon receipt of County's invoice documenting any payment due pursuant to this Section 4.2, Scouts agrees to pay the amount due within 30 days thereof.

4.3 Utilities. The costs incurred by the County for utility payments on the premises shall be borne by the parties in accordance with each party's actual prorata square foot ratios of Exclusive Areas as set forth in Sections 3.5 and 3.6 and on an actual frequency of use basis of the parties' respective percentage uses of the Common Areas, however Scouts' total cost for such utility expense shall not exceed \$4,200 ("Utility Cap") for the entire period of this Agreement. However if Scouts' share of the actual prorata costs for the first 6 months of this

Agreement exceed \$1,848, Scouts agree that the Utility Cap for the remainder of the term of this Agreement shall be adjusted upward by a percentage equal to the percentage by which the 6 months' utility costs exceeds \$1,680. Scouts' telephone service shall be provided and paid for by Scouts and any such expenses borne by Scouts are not subject to Scouts' aforementioned Utility Cap. Except for abatement of rent in circumstances where utilities are impaired for a minimum continuous period of 24 hours so as to render the Premises unusable for Scouts' Permitted Uses, Scouts waive any and all claims against County for compensation for loss or damage caused by a defect, deficiency or impairment of any utility system, water system, water supply system, drainage system, waste system, heating or gas system, electrical apparatus or wires serving the Premises so long as County makes diligent and commercially reasonable efforts to have the same repaired. Upon receipt of County's invoice documenting any payment due pursuant to this Section 4.3, Scouts agrees to pay the amount due within 20 days thereof.

4.4 Payment and Late Fees. All payments to be made by Scouts to the County under the terms of this Agreement may be made by check or draft issued and payable to The County of Los Angeles, and mailed or otherwise delivered to the Department of Beaches and Harbors, Los Angeles County, 13483 Fiji Way, Trailer No. 2, Marina del Rey, California 90292, or such other address as may be provided to Scouts by County in writing. In the event any payment is not received by County by the date due under the terms of the Agreement, Scouts acknowledges that County will experience additional management, administrative and other costs that are impracticable or extremely difficult to determine. Therefore, a fee ("Late Fee") of six percent (6%) of the unpaid amount shall be added to any amount unpaid when due and payable. In addition to any Late Fee, any unpaid amount due shall additionally bear interest at an annual rate equal to the Prime Rate as most recently quoted in the West Coast edition of the Wall Street Journal, plus three percent (3%), computed from the date when such amounts were due and payable, compounded monthly, until paid. Scouts acknowledge that such Late Fee and interest shall be applicable to all payments to County under the terms of this Agreement not timely made and that interest on such amounts shall accrue from and after the date when such amounts were due and payable as provided herein.

## 5. MAINTENANCE AND REPAIR

5.1 County shall keep and maintain the Premises in good and substantial repair and condition and in compliance with all Applicable Laws, and shall make all necessary repairs and alterations and replacements thereto, subject to the provisions of Section 4.2 hereof.

5.2 Scouts shall maintain the Scout Exclusive Areas in a safe, clean, and sanitary condition, to the reasonable, good faith satisfaction of Director and in compliance with all Applicable Laws. County in its proprietary capacity, without waiving any of its governmental rights, upon reasonable advance notice, shall have the right to enter upon the Scout Exclusive Area at any reasonable time to inspect for cleanliness, safety and compliance with this Section 5.2, as long as such entrance is not done in a manner which would unreasonably interfere with or disturb the operation of Scouts.

## 6. INDEMNITIES

6.1 Scouts Indemnity. Except to the extent caused by the gross negligence or willful misconduct of any County Indemnitee as defined below, Scouts shall at all times relieve, defend, indemnify, protect, and save harmless County and its respective boards, elected officials, officers, agents, consultants, counsel, employees and volunteers (collectively the "County Indemnitees") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending the County Indemnitees against the same by an attorney selected by Scouts and reasonably satisfactory to the County Indemnitees, for the death of or injury to persons or damage to property, including property owned or controlled by or in the possession of the County Indemnitees, or economic injuries to the extent that such arises from, in whole or in part, or is caused by, in whole or in part, (a) the operation, maintenance, use, or occupation of the Premises by Scouts or its agents, officers, employees, licensees, concessionaires, vendors, members, or invitees, (b) the acts, omissions, or negligence of Scouts, its agents, officers, employees, licensees, concessionaires, vendors, members, or invitees, or (c) the failure of Scouts, its agents, officers, employees, licensees, concessionaires, vendors, members or invitees to observe and abide by any of the terms or conditions of this Agreement or any Applicable Law. The obligation of Scouts to so relieve, indemnify, defend, protect, and save harmless the County Indemnities shall survive beyond the expiration of the term hereof or other termination of this Agreement.

6.2 County Indemnity. Except to the extent caused by the gross negligence or willful misconduct of any such Scouts Indemnitee (as defined below), County shall at all times relieve, defend, indemnify, protect, and save harmless Scouts and its respective boards, officers, agents, consultants, counsel, employees and volunteers (collectively the "Scouts Indemnitees") from any and all claims, costs, losses, expenses or liability, including expenses and reasonable attorneys' fees incurred in defending the Scouts Indemnitees against the same by an attorney selected by County and reasonably satisfactory to the Scouts Indemnitees, for the death of or injury to persons or damage to property, including property owned by or controlled by or in the possession of the Scouts Indemnitees to the extent that such arises from in whole or in part or is caused in whole or in part by (a) the operation, maintenance, use, or occupation of the Premises by County or its agents, officers, employees, licensees, concessionaires, vendors, or invitees, (b) the acts, omissions, or negligence of County, its agents, officers, employees, licensees, concessionaires, vendors, or invitees, or (c) the failure of County, its agents, officers, employees, licensees, concessionaires, vendors, or invitees to observe and abide by any of the terms and conditions of this Agreement or any Applicable Law. The obligation of County to so relieve, indemnify, defend, protect, and save harmless the Scouts Indemnitees shall survive beyond the expiration of the term hereof or other termination of this Agreement.

## 7. INSURANCE

7.1 Without limiting Scouts' indemnification of the Indemnitees, Scouts shall provide and maintain at its own expense during the term of this Agreement the following program(s) of insurance covering its operations hereunder. Such insurance shall be provided by insurer(s) reasonably satisfactory to the County Risk Manager and evidence of such programs reasonably satisfactory to County shall be delivered to County on or

before the Effective Date. Such evidence shall specifically identify this Agreement and shall contain express conditions that County is to be given written notice at least thirty (30) days in advance of any modification or termination of any program of insurance. Prior to the expiration of such insurance or any renewal of replacement policy, Scouts shall provide satisfactory proof of a renewal or replacement policy complying with this Agreement.

7.1.1 Liability: Such insurance shall be primary to and not contributory with any other insurance maintained by County, shall name the County of Los Angeles as an additional insured, and shall include, but not be limited to:

(1) Comprehensive General Liability insurance endorsed for Premises-Operations, Products/Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury in the amount not less than Five Million Dollars (\$5,000,000) per occurrence.

(2) Comprehensive Auto Liability endorsed for all owned and leased vehicles in the amount of at least One Million Dollars (\$1,000,000) per occurrence.

(3) An endorsement must be issued naming the County of Los Angeles as an Additional Insured.

7.1.2 Workers' Compensation: Scouts shall cover its employees with Workers' Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California and which specifically covers the persons and risks involved in this Agreement.

7.2 Failure on the part of Scouts to procure or maintain required insurance shall constitute a material breach of contract upon which County may terminate this Agreement in accordance with its terms.

## 8. DEFAULT

8.1 Scouts Events of Default. The following events involving Scouts constitute the events of default by Scouts for which this Agreement may be terminated in accordance with Section 8.2.

8.1.1 Scouts' abandonment, vacation or discontinuance of the Permitted Uses on the Premises during the term hereof for a period of more than 30 consecutive days, unless otherwise approved by the Director in writing, except when a condition exists which is beyond the control of Scouts, including but not limited to fire, earthquake, flood, storm, war, riot, or insurrection, or other similar event that prevents Scouts from engaging in the Permitted Uses at the Premises.

8.1.2 Failure of Scouts to make the required payments to County when



due, when the delinquency continues beyond three business days following written notice by the Director of failure to receive timely payment.

8.1.3 Failure of Scouts to keep, perform and observe any of the other obligations required by Scouts under the terms of this Agreement, where such failure continues for more than ten days following written notice from the Director for correction of the deficiency, provided that where fulfillment of the obligation requires activity over a period of time which exceeds 10 days in the reasonable judgment of Director and Scouts shall have commenced to perform whatever may be required to cure the particular default within ten days after such notice and continues such performance diligently, the time limit shall be extended for such period as the Director in his reasonable discretion determines the Scouts reasonably require to cure the default in a diligent manner, and the default can be cured by the performance being made.

## 8.2 Termination.

8.2.1 Except as otherwise provided in this Agreement, upon the occurrence of any one or more of the events of default described in Section 8.1, this Agreement shall be subject to termination by the Director. As a condition precedent to any such termination, the Director shall give Scouts twenty days notice by registered or certified mail of the date set for termination and the grounds therefor.

8.2.2 County's termination of this Agreement shall be without prejudice to the exercise of any other rights provided to County in this Agreement or in law or equity to remedy a breach of this Agreement or to provide compensation therefor.

8.3 County Default. If within 10 days after written notice thereof, County fails to perform an obligation required of it under this Agreement, or fails to diligently commence to cure such failure and diligently prosecute the same to completion, then the same shall constitute an event of default by County hereunder, and Scouts may (i) terminate this Agreement; (ii) elect to cure such breach at County's sole cost and expense and offset such costs and expenses from amounts otherwise due the County; or (iii) seek monetary damages for County's breach, provided, however, that no breach by the County of this Agreement shall entitle Scouts to any award of consequential or punitive damages against the County or the County Indemnitees or to any award of compensatory damages against the County which exceeds the amount of the fees payable by the Scouts to the County in Section 4.1 hereof plus the Maintenance Payment payable by the Scouts under Section 4.2 hereof; provided further still, that such limits on damages against County shall not apply to County's indemnity obligations under Section 6.2 hereof.

## 9. MISCELLANEOUS

9.1 Signage – Facility Identification. The Premises shall be named and known as the "County of Los Angeles Pardee Scout Sea Base and W.A.T.E.R. Program". County may place such signs or monuments on or around the Premises it controls as it deems

appropriate to identify the Premises

9.2 Vacation of Premises. No later than the expiration of the term hereof or sooner termination of this Agreement, Scouts shall vacate the Premises and any and all use and/or occupancy rights shall terminate without further notice. Scouts shall in any such event remove at its cost and expense such furniture, equipment and personal property provided by Scouts as are not firmly affixed to the structures, buildings, and improvements. Should Scouts fail to so remove said furniture, equipment and personal property within said period, and said failure continues for ten days after written notice from County to Scouts, Scouts shall lose all right, title and interest in and thereto, and County may elect to keep the same upon the Premises or to sell, remove, or demolish the same, in the event of which sale, removal, or demolition, Scouts shall reimburse County for its costs incurred in connection with such sale, removal, or demolition in excess of any consideration received by County as a result of said sale, removal, or demolition.

9.3 Waiver of Conditions or Covenants. Except as stated in writing by the waiving party, any waiver by either party of any breach of any one or more of the covenants, conditions or terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition or term of this Agreement, nor shall failure on the part of either party to require exact full and complete compliance with any of the covenants, conditions, terms, or agreements of this Agreement be construed as in any manner changing the terms hereof or estopping that party from enforcing the full provisions hereof, nor shall the terms of this Agreement be changed or altered in any manner whatsoever other than by written agreement of County and Scouts. No delay, failure, or omission of County to re-enter the Premises or of either party to exercise any right, power, privilege, or option, arising from any default, nor any subsequent acceptance of fees or other amounts then or thereafter accruing shall impair any such right, power, privilege, or option or be construed as a waiver of or acquiescence in such default or as a relinquishment of any right. No notice to Scouts shall be required to restore or revive "time of the essence" after the waiver by County of any default. Except as specifically provided in this Agreement, no option, right, power, remedy or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances.

9.4 Remedies Cumulative. The rights, powers, options, and remedies given County by this Agreement shall be cumulative except as otherwise specifically provided for in this Agreement.

9.5 Authorized Right of Entry. In any and all cases in which provision is made herein for termination of this Agreement, or in case of abandonment or vacation of the Premises by Scouts, Scouts hereby irrevocably authorizes County to enter upon the Premises and remove any and all persons and property whatsoever situated upon the Premises and place all or any portion of said property, except such property as may be forfeited to County, in storage for the account of and at the expense of Scouts. Scouts agrees to indemnify, defend and save harmless County from any cost, expense, loss or damage arising out of or caused by any such entry or re-entry upon the Premises and the removal of persons and property and storage of such property by County and its agents.

9.6 Audit Rights/Books and Records. Scouts shall maintain accurate records of all transactions relating to their use of the premises during the term of this Agreement and County shall have the right to inspect and audit such records upon County's reasonable request.

9.7 Captions. The captions contained in this Agreement are for informational purposes only, and are not to be used to interpret or explain the particular provisions of this Agreement.

9.8 Attorneys' Fees. In the event of any action, proceeding or arbitration arising out of or in connection with this Agreement the prevailing party shall be entitled, in addition to all other relief, to recover its costs and reasonable attorneys' fees, including without limitation attorneys' fees for County Counsel's or outside counsel services where County is represented by counsel and is the prevailing party, and also including all fees, costs, and expenses incurred in executing, perfecting, enforcing, and collecting any judgment.

9.9 Entire Agreement. As of the Effective Date, this document and the attached exhibits will constitute the entire Agreement between County and Scouts relating to the Premises. All other agreements, promises, and representations are expressly revoked as of such time, as it is the intention of the parties to provide for a complete integration within the provisions of this document and the attached exhibits, of the terms relating to the use and conduct of the authorized activity at the Premises. The unenforceability, invalidity, or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid, or illegal.

9.10 Modification. This Agreement may be modified only by further written agreement of the parties. Any such modification shall not be effective unless and until executed by Scouts and, in the case of the County, until executed by the Director.

9.11 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California without giving effect to its principles of conflicts of laws.

9.12 Quiet Enjoyment. Subject payment of all amounts owing hereunder and performance of all covenants on Scouts' part to be performed hereunder, Scouts shall have quiet possession and quiet enjoyment of the Premises as provided herein during the term hereof.

9.13 Damage to or Destruction of Premises. Scouts may terminate this Agreement by written notice to County if the Premises or improvements thereon are so damaged or destroyed as to materially interfere with Scouts occupancy or use of the Premises.

9.14 Long-Term Agreement. County agrees with Scouts that County will negotiate in good faith to reach an agreement with Scouts for Scouts long-term (10 years with one option to extend for an additional 5 years) use and occupancy of the Premises. County will promptly commence work on a longer-term joint-use agreement.

9.15 Offsite Storage/Parking. County agrees to use reasonable efforts to

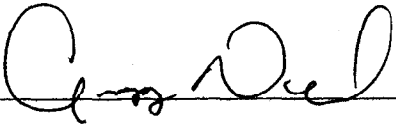
identify on or off-site dry storage space to store twelve canoes, boats or other water vessels owned by Scouts and presently stored on the Premises. In addition County will furnish to Scouts passes entitling Scouts to park 2 vehicles in the County owned parking lot adjacent to the Premises without cost.

9.16 Time of the Essence. Time shall be of the essence in the performance of all obligations under this Agreement.

IN WITNESS WHEREOF, County has, by order of its Board of Supervisors, caused this Agreement to be subscribed by the Chairman of said Board and attested by the Executive Officer thereof, and Scouts has executed the same.

SCOUTS:

WESTERN LOS ANGELES COUNTY  
COUNCIL, INC., BOY SCOUTS OF  
AMERICA, a California non-profit  
corporation

By: 

By: Hugh M. Travis

COUNTY OF LOS ANGELES

By: \_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS,  
Executive Officer of  
the Board of Supervisors

By: \_\_\_\_\_  
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN,  
County Counsel

By: \_\_\_\_\_  
Deputy

EXHIBIT A

LEGAL DESCRIPTION

Marina Del Rey  
Lease Parcel No. 48R

The most northeasterly 500 feet of Parcel 763, in the County of Los Angeles, State of California, as shown on Los Angeles County Assessor's Map No. 88, filed in Book 1, pages 53 to 70, inclusive, of Assessor's Maps, in the office of the Recorder of said County.

Together with a right of way for access and underground utilities in and over that portion of Parcel 762, as shown on said map, within the following described boundaries:

Beginning at the most easterly corner of said last mentioned parcel; thence southwesterly along the southeasterly line of said last mentioned parcel to the southwesterly line of the northeasterly 500 feet of said Parcel 763; thence northwesterly along the northwesterly prolongation of said southwesterly line to the northwesterly line of the southeasterly 20 feet of said Parcel 762; thence northeasterly along said northwesterly line to a line parallel with and 20 feet southwesterly, measured at right angles, from the northeasterly line of said Parcel 763; thence northwesterly along said parallel line to the northwesterly boundary of said Parcel 762; thence northeasterly and southeasterly along the northwesterly and northeasterly boundaries of said last mentioned parcel to the point of beginning.

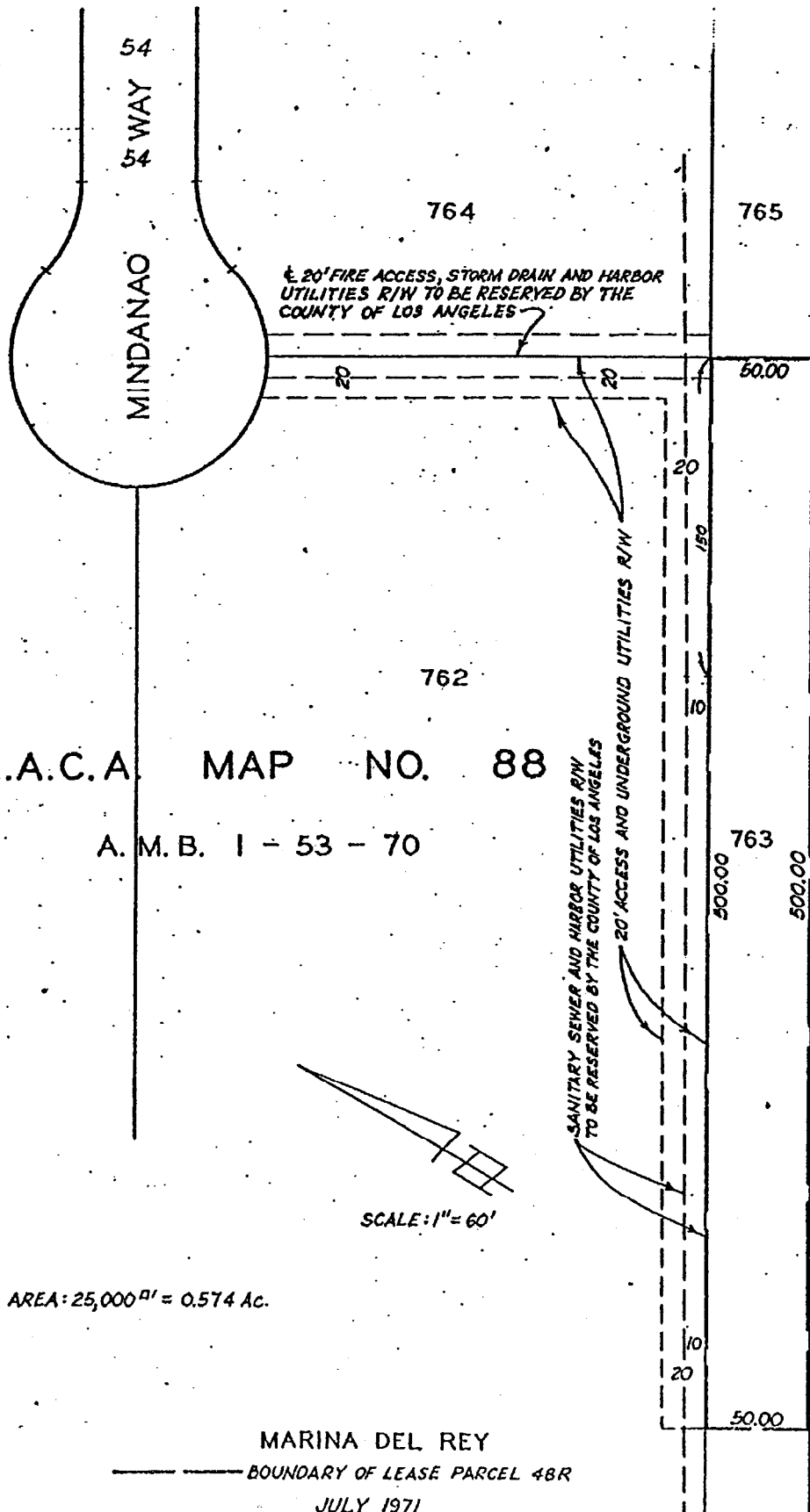
Reserving and excepting unto the County of Los Angeles a right of way for fire access, storm drain and harbor utility purposes in and over that portion thereof designated on said map as easement to be reserved by said County for such purposes.

DESCRIPTION APPROVED

July 1, 1971

HARVEY T. BRANDT  
County Engineer

By Edgar J. Kautski Deputy



L.A.C.A. MAP NO. 88

A.M.B. 1 - 53 - 70

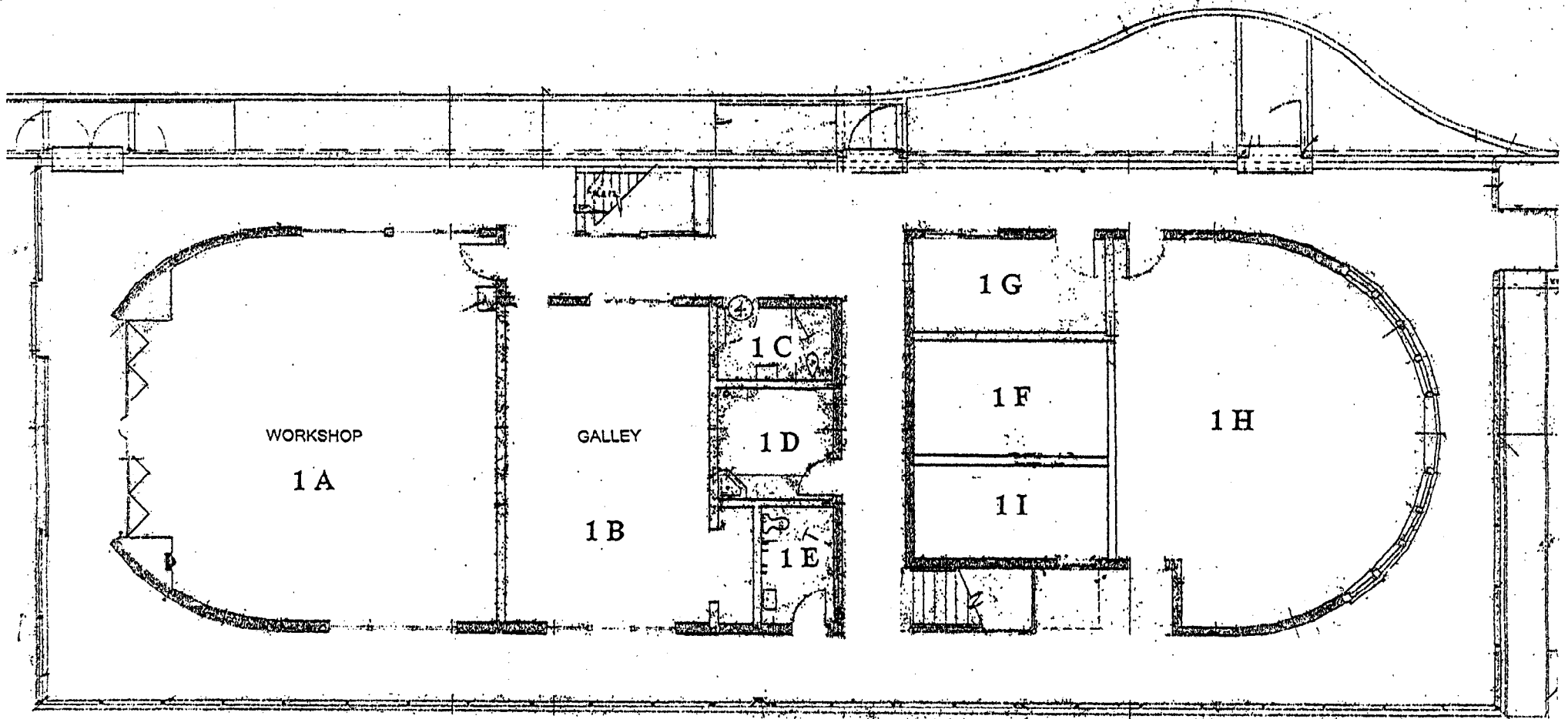
SCALE: 1" = 60'

AREA: 25,000<sup>sq</sup> ft = 0.574 Ac.

MARINA DEL REY

BOUNDARY OF LEASE PARCEL 48R

JULY 1971



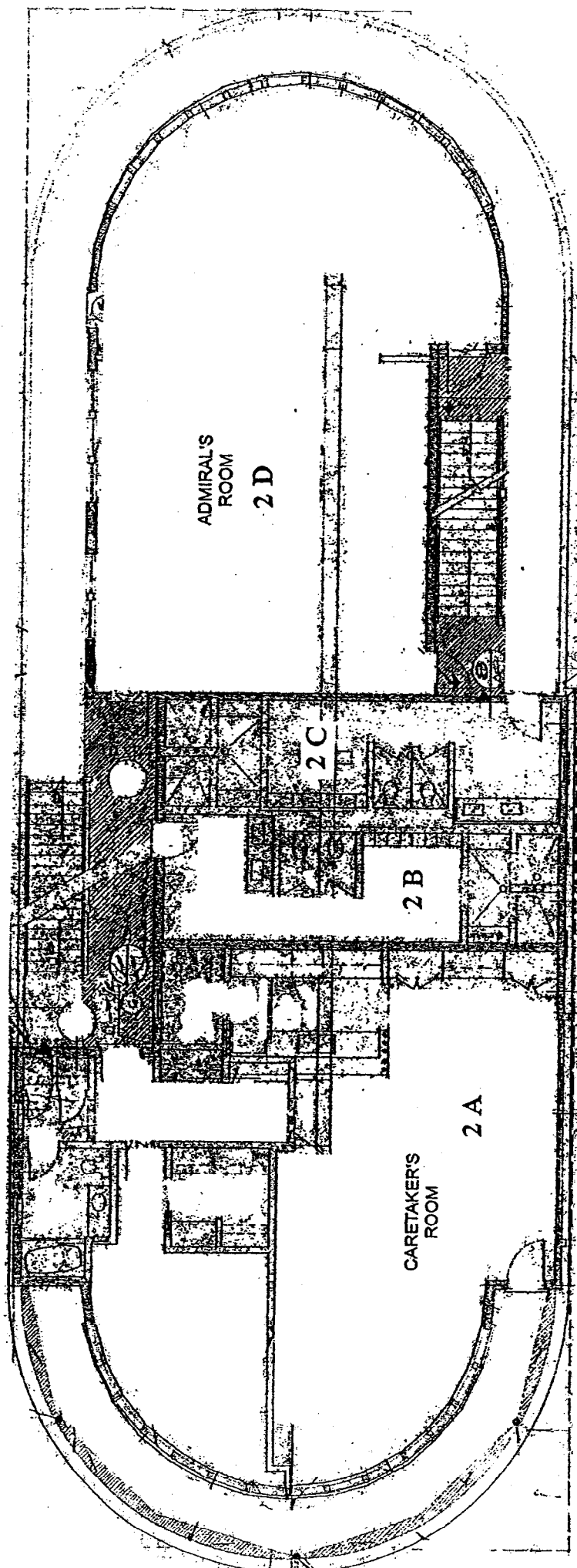
MAIN DECK

First Floor

1 A	Workshop	900 sf	1 F	Storage	173 sf
1 B	Galley	438 sf	1 G	Office	112 sf
1 C	Girls Restroom	73 sf	1 H	Education Center	636 sf
1 D	Storage	100 sf	1 I	Storage	140 sf
1 E	Boys Restroom	74 sf			

Approximate square footages

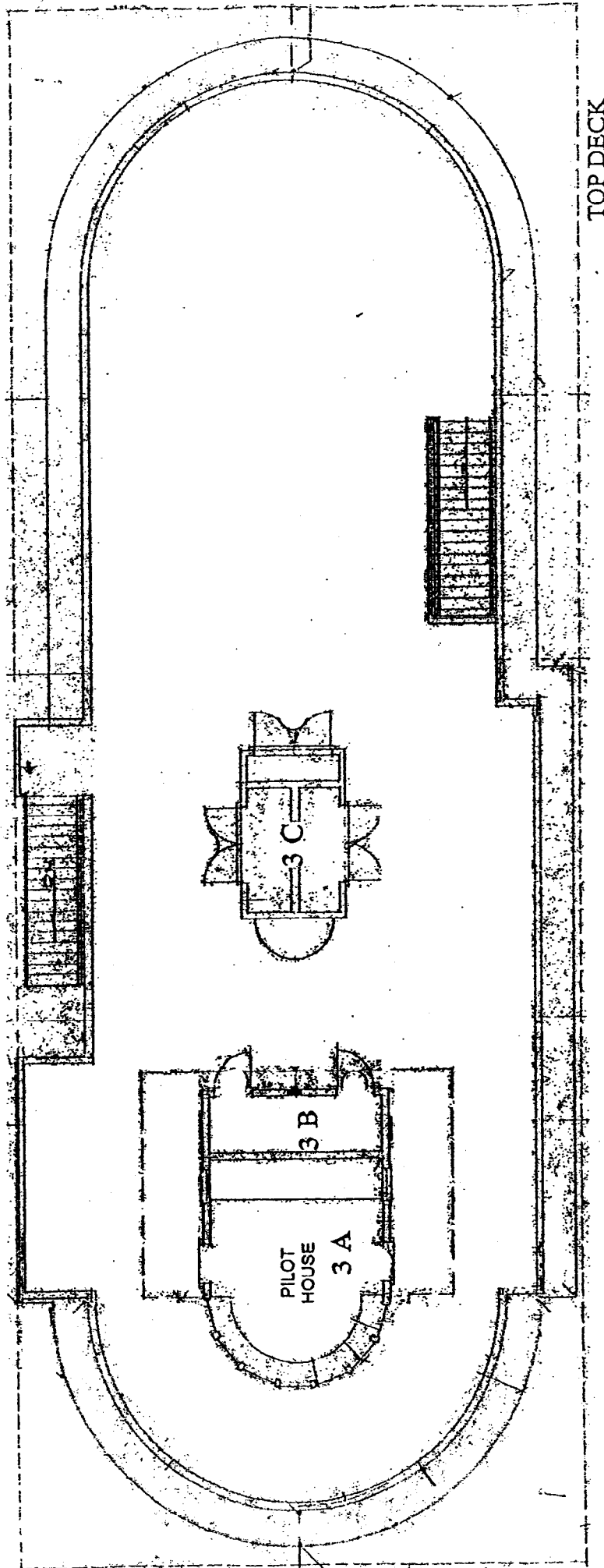




SECOND DECK

Second Floor	
2 A Caretakers Apt.	1,487 sf
2 B Boys Restroom	300 sf
2 C Girls Restroom	300 sf
2 D Room	1,324 sf

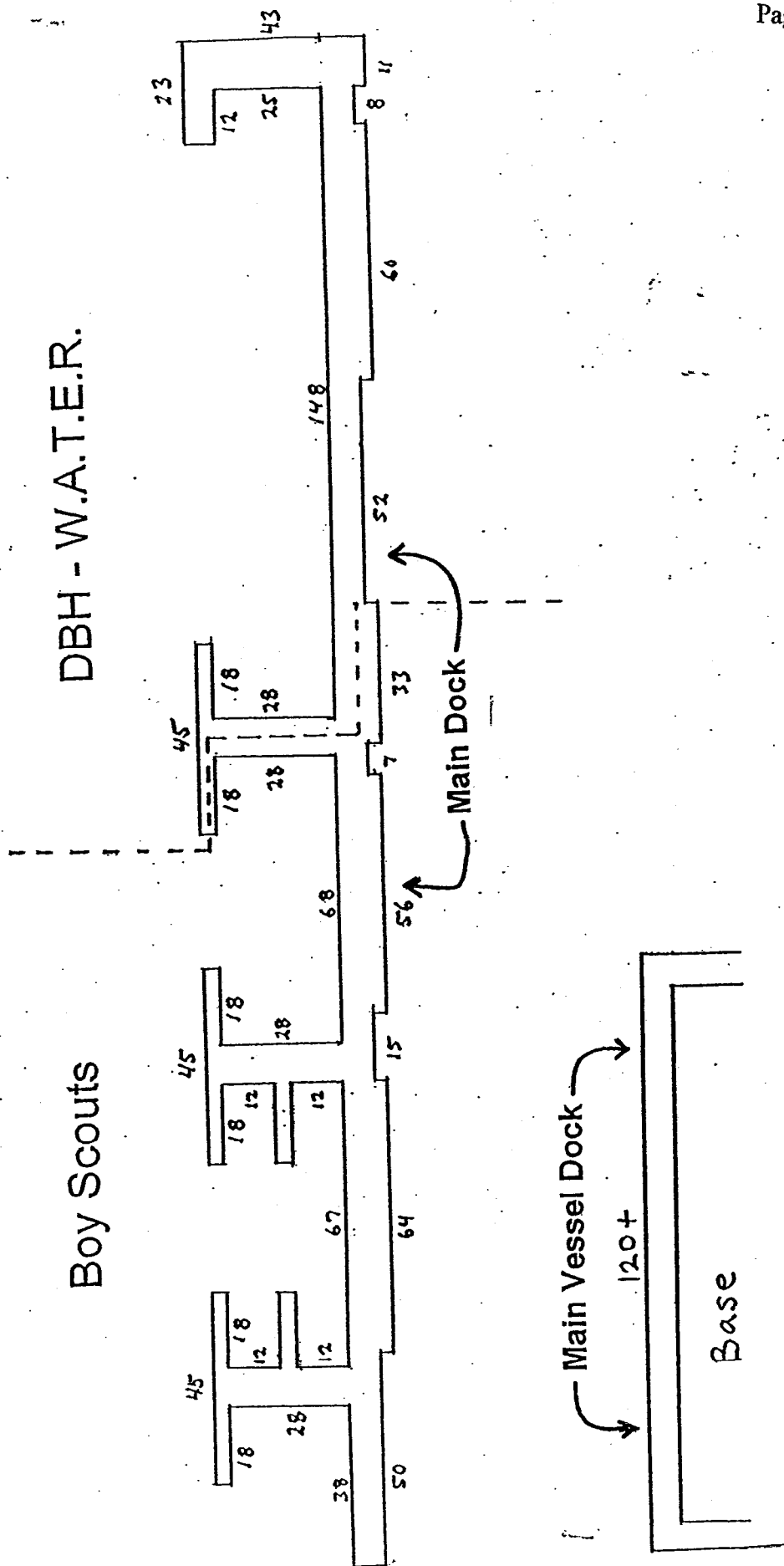
Approximate square footages



Third Floor	
3 A Pilot House	227 sf
3 B Storage	70 sf
3 C Storage	104 sf

Approximate square footages

# Exclusive Dock Areas



## **Exclusive Areas/Common Area**

Exhibit 2 delineates by facility and dock area, all usable portions of the Premises. The Premises “Exclusive Areas” and “Common Areas” referenced in Sections 3.4, 3.5 and 3.6 of the Agreement are defined as follows:

### **SCOUTS’ EXCLUSIVE AREA:**

**Building** – Scouts shall have exclusive use of the following areas as depicted on the attached Exhibit 2: 1B, 1D 1G, 1F, 1I, and 1H, and (approximately 1,599 Sq Feet)

**Docks** - Scouts shall have exclusive use of the following docks as depicted on the attached Exhibit 2:

The Main Vessel Dock on the south side of the building

The easterly 195.5 feet of the main dock, including the 1<sup>st</sup> and 2<sup>nd</sup> fingers and the easterly half of the 3<sup>rd</sup> finger, but none of the 3<sup>rd</sup> finger end-tie, plus the dry storage area located on the 33 foot long extension of the main dock immediately to the west of the primary Scout dock area.

### **COUNTY’S EXCLUSIVE AREA:**

**Building** - County shall have exclusive use of the following areas as depicted on the attached Exhibit 2: 2A and 3A. (approximately 1,714 Sq Feet)

**Docks** - County shall have exclusive use of the following docks as depicted on the attached Exhibit2:

The westerly 163.5 feet of the main dock (except for the dry storage area on the easterly 33 feet of this section of the main dock), including the 4th finger and the westerly half of the 3rd finger plus all of the 3rd finger end-tie.

### **COMMON AREA:**

**Building** - The remainder of the Premises not defined as a Scouts Exclusive Area or County Exclusive Area are denominated a Common Area the use of which is subject to the scheduling procedures and priorities set forth in Exhibit 4.

## **Common Area Scheduling**

The Premises are divided into three separate areas that include areas exclusively reserved for the Scouts and for the County (“Exclusive Areas”) as well as a “Common Area” that can be utilized by either party in accordance with the schedule delineated below. The Common Area and Exclusive Areas of the Premises are identified in Exhibit 3.

Each party shall have full time access and control of their respective Exclusive Areas, 24 hours per day, seven days per week. The Common Area shall be available to both parties on a non-exclusive basis, based on a priority scheduling system as shown below (except for the area denominated 1A in Exhibit 2, which is agreed to be shared by County solely with the Scouts (no public access), with appropriate arrangements for access and security of tools, equipment and supplies).

For the initial 2 months of the Agreement term (October and November, 2002) each party shall present its schedule for the proposed use of the Common Area on October 1, 2002. Thereafter, beginning on October 31, 2002, each party shall present a schedule for their proposed use of the Common Area for the second month thereafter. If there are two conflicting requests to schedule use of the Common Area, the party with a priority shown below shall prevail. If there are no conflicting times requests, either party may schedule use of any Common Area of the facility.

County has elected to assume scheduling of the Scout’s Explorer Boat Club rowing program and will make appropriate scheduled times available for such program as a community activity. The rowing shells, floats and associated rowing program equipment are property of the Scouts and are not being transferred to the County hereby.

**COUNTY** - County to have a priority in scheduling the Common Areas as follows:

Monday	5:00 am to 10:00 pm
Tuesday	5:00 am to 10:00 pm
Wednesday	5:00 am to 10:00 pm
Thursday	5:00 am to 10:00 pm
Friday	5:00 am to 6:00 pm

However, Scouts shall have a priority in scheduling their normal, recurring, monthly evening meetings.

**SCOUTS** - Scouts to have priority in scheduling the Common Areas as follows:

Friday	6:00 pm to 10: 00 pm (including overnight programs)
Saturday	5:00 am to 10:00 pm (including overnight programs)
Sunday	5:00 am to 10:00 pm

In addition, the Scouts are to have priority scheduling for its Summer Sea Camp (June 30 to August 29, 2003) and its Spring Handicapable Day Camp (May 19-23, 2003).

## Department of Beaches &amp; Harbors

13837 Fiji Way, Marina del Rey, CA 90292

Telephone (310) 577-5737 Fax (310) 306-2594

MARINA DEL REY SMALL CRAFT HARBOR -  
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT

Note: Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 48 Boy Scout Sea Base 13640 Mindanao Way, , Marina Del Rey, CA, 90292  
Inspection No. 12 Inspection Date 07/25/02

Location	Deficiency	Remedy	Remarks	Inspection Date	Deadline Date	Immediate	Place
West dock at base of gangway	Misc. item stored on finger	Remove	Old wood storage box	07/25/02	07/25/02	Yes	Docks
West dock firebox	Fire hose cabinet glass broken	Repair		07/25/02	07/25/02	Yes	Docks
West dock firebox	Fire hose cabinet not secure	Repair		07/25/02	07/25/02	Yes	Docks
West dock firebox door	Damaged	Repair		07/25/02	07/25/02	Yes	Docks
West dock storage boxes	Illegal development	Remove	Consult DBH Planning for approval	07/25/02	07/25/02	Yes	Docks
East dock	Deck panel(s) uneven	Repair		07/25/02	09/24/02	No	Docks
East dock	Misc. item stored on finger	Remove	Storage box, chairs, rowing shell	07/25/02	07/25/02	Yes	Docks
East dock firebox	Fire hose cabinet glass broken	Replace		07/25/02	07/25/02	Yes	Docks
East dock firebox	Fire hose cabinet not secure	Repair		07/25/02	07/25/02	Yes	Docks
East dock gangway	Ramp non-skid material worn	Repair		07/25/02	09/24/02	No	Docks
East dock hose bib	Water leak(s)	Repair		07/25/02	07/25/02	Yes	Docks
East dock 1st pile from Del Rey 77	Missing	Replace	Pile roller plate	07/25/02	09/24/02	No	Docks
East gangway	Loose	Secure		07/25/02	09/24/02	No	Docks
East gangway railing	Gangway handrail loose/not secure	Secure		07/25/02	07/25/02	Yes	Docks

**MARINA DEL REY SMALL CRAFT HARBOR -  
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT**

**Note:** Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 48 Boy Scout Sea Base 13640 Mindanao Way, , Marina Del Ray, CA, 90292  
Inspection No. 12 Inspection Date 07/25/02

Location	Deficiency	Remedy	Remarks	Inspection Date	Deadline Date	Immediate	Place
West dock end podium	Misc. items stored on main walk	Remove	Consult DBH Planning Division	07/25/02	07/25/02	Yes	Docks
West dock Kayak racks	Illegal development	Remove	Consult DBH Planning Division	07/25/02	07/25/02	Yes	Docks
X. Base of railing near boy's bathroom	Missing	Repair	Replace missing section	07/25/02	07/25/02	Yes	Landside
X. Boy's bathroom light frame	Paint stained with corrosion	Paint		07/25/02	09/24/02	No	Landside
X. Boy's bathroom light	Light cover missing	Replace		07/25/02	09/24/02	No	Landside
X. Boy's bathroom soap dispenser	Missing	Replace		07/25/02	09/24/02	No	Landside
X. East gangway Bulkhead plate hinges	Insufficient repair	Repair	Replace with marine grade hot dipped galvanized	07/25/02	09/24/02	No	Docks
X. Light in archway area	Light fixture damaged	Repair		07/25/02	07/25/02	Yes	Docks
X. Light outside meeting room	Light fixture damaged	Repair		07/25/02	07/25/02	Yes	Landside
X. Meeting room next to workshop	Light out	Repair		07/25/02	07/25/02	Yes	Landside
X. Meeting room next to workshop	Paint stained	Paint	Repaint blue walls	07/25/02	09/24/02	No	Landside
X. Meeting room next to workshop	Door handle damaged	Repair		07/25/02	09/24/02	No	Landside
X. Meeting room stove burner trays	Deteriorated condition	Replace		07/25/02	09/24/02	No	Landside
X. Men's bathroom light	Light fixture damaged	Repair		07/25/02	07/25/02	Yes	Landside

**MARINA DEL REY SMALL CRAFT HARBOR -  
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT**

**Note:** Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 48 Boy Scout Sea Base 13640 Mindanao Way, , Marina Del Ray, CA, 90292  
Inspection No. 12 Inspection Date 07/25/02

Location	Deficiency	Remedy	Remarks	Inspection Date	Deadline Date	Immediate	Place
X. Men's bathroom shower	Light out	Repair		07/25/02	07/25/02	Yes	Landside
X. Men's bathroom urinal	Toilet inoperative	Repair		07/25/02	07/25/02	Yes	Landside
X. Men's exhaust fan	Fan inoperable	Repair		07/25/02	07/25/02	Yes	Landside
X. Office light	Light out	Replace		07/25/02	09/24/02	No	Landside
X. Office light	Light cover damaged	Replace		07/25/02	09/24/02	No	Landside
X. Railing around roof	Missing	Repair	Replace missing section	07/25/02	07/25/02	Yes	Landside
X. Railing around roof	Handrail loose/not secure	Repair		07/25/02	07/25/02	Yes	Landside
X. Railing at East gangway landing	Handrail loose/not secure	Secure		07/25/02	07/25/02	Yes	Landside
X. Railing near apartment	Handrail loose/not secure	Repair		07/25/02	07/25/02	Yes	Landside
X. Roof facing parking lot	Missing	Replace	Down spout	07/25/02	09/24/02	No	Landside
X. Shed at main entry	Paint blistered and peeling	Paint		07/25/02	09/24/02	No	Landside
X. Step rail to roof	Handrail loose/not secure	Secure		07/25/02	07/25/02	Yes	Landside
X. Under side of walkway at down spouts	Dry rot	Repair	Repair area at down spout connection	07/25/02	09/24/02	No	Landside
X. Wheel house	Fire extinguisher missing	Replace		07/25/02	07/25/02	Yes	Landside



**MARINA DEL REY SMALL CRAFT HARBOR -  
LEASEHOLD PREMISE MAINTENANCE/REPAIR DEFICIENCY REPORT**

**Note:** Remedial work indicated below must be completed at the earliest practical date. If "Deadline" date indicated cannot be met, Lessee must submit for approval an alternate date or schedule in order to avoid issuance of a Notice of Default and application of the provisions of Section 36 of the lease.

Parcel No. 48 Boy Scout Sea Base 13640 Mindanao Way, , Marina Del Ray, CA, 90292  
Inspection No. 12 Inspection Date 07/25/02

Location	Deficiency	Remedy	Remarks	Inspection Date	Deadline Date	Immediate	Place
X. Wheel house water heater closet	Misc. storage of materials	Remove		07/25/02	07/25/02	Yes	Landside
X. Women's bathroom fan	Vent screen(s) require cleaning	Repair		07/25/02	07/25/02	Yes	Landside
X. Women's shower	Broken	Repair		07/25/02	07/25/02	Yes	Landside
X. Workshop area	Misc. storage of materials	Remove	Remove all flammables and hazmat	07/25/02	07/25/02	Yes	Landside
X. 1st floor railing	Misc. storage of materials	Remove	Remove dory from railing	07/25/02	09/24/02	No	Landside
X. 1st floor railing facing east dock	Handrail loose/not secure	Repair		07/25/02	07/25/02	Yes	Landside
X. 1st floor walkway	Misc. storage of materials	Remove	Jet ski, railing, etc.	07/25/02	07/25/02	Yes	Landside
X. 2nd floor meeting room	Carpet torn	Repair	Repair rip at seam	07/25/02	09/24/02	No	Landside
X. 2nd floor railing	Handrail loose/not secure	Secure		07/25/02	07/25/02	Yes	Landside
X. 2nd floor siding facing water	Wall split/cracked	Repair		07/25/02	09/24/02	No	Landside
X. Down spouts	Missing	Replace		07/25/02	09/24/02	No	Docks

Total Count for this Inspection Report 53

Inspector *RS*

Robert Stassi

Approved by:

*D. Wayne Schumaker*

D. Wayne Schumaker

Signature of Lessee

Distribution: Lessee (x) Inspector (x) Res. Mgr. (x) File (x)

Printed Name of Lessee Rep.



**Boy Scouts of America**  
**Western Los Angeles County Council**  
16525 Sherman Way, Unit C-8  
Van Nuys, CA 91406  
(818) 785-8700  
FAX (818) 901-4889

September 5, 2002

(D) 310-305-9536  
FAX 310-821-6345  
E-Mail: [rmoliere@dbh.co.la.ca.us](mailto:rmoliere@dbh.co.la.ca.us)

Roger Moliere, Chief  
Asset Management Division  
County of Los Angeles  
Department of Beaches And Harbors  
13827 Fiji Way  
Marina del Rey, CA 90292

**EXHIBIT 5**

Subject: Parcel 48R – Joint Use Permit Agreement

Dear Mr. Moliere:

This letter is to confirm our telephone conversation of this morning clarifying  
“Deficiency Report” wording in item 4.2 of the proposed Joint Use Permit Agreement.

It is our understanding that the Scouts will be responsible for the remedial work listed in  
the July 25, 2002 Leasehold Premise Maintenance/Repair Deficiency Report (Exhibit 5)  
with the following exceptions:

- X.Meeting room next to workshop, Light out
- X.Meeting room next to workshop, Paint Stained
- X.Meeting room next to workshop, Door handle damaged
- X.Meeting room stove burner trays, Deteriorated condition

Above remedial work is covered under item 3.15 of the proposed Joint  
Use Permit Agreement ...Scouts shall be entitled to convert the Scouts  
Exclusive Area denominated 1B on Exhibit 2 hereto from a Galley to a  
program office by removing the refrigerator, built-in stove, sink, counters  
and cabinets and by the addition of new wall cabinets, shelving, wet bar  
with sink, service counter and storage areas for Scout program equipment.

X.Roof facing parking lot, Missing, Replace Down Spout  
X.Down spouts, Missing, Replace

If shown that the above remedial work for Down Spouts is not in the original design of the building no replacement will be required.

X.Shed at main entry, paint blistered and peeling

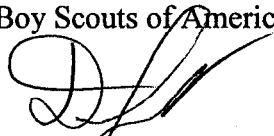
Above remedial work is for a utility shed located on County property and not on Parcel 48R.

By our conversation today, it is also understood that the County requires the Scouts to remove all items on the west dock identified as Illegal Development associated with the Scouts Explorer Boat Club rowing program including the West dock storage boxes, West dock end podium, and the Rowing shell platform/docks. The exception is for the West dock Kayak racks that will be relocated to the Scout Exclusive Areas of the docks.

I understand that you will set a time early next week for us to have a walk through with Wayne Schumaker to review the remedial work and confirm the procedure for a sign off of remedial work completed so as to insure that the Scouts have met all of the County requirements.

Thanks for your assistance.

Sincerely,  
Boy Scouts of America



Derek Fortin  
Program Director

Cc: Hugh Travis  
Gregg Noel