COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
"Parks Make Life Better!"
Russ Guiney, Director
John Wicker, Chief Deputy Director
Executive Offices • 433 South Vermont Avenue • Los Angeles, CA 90020-1975 • (213) 738-2961

July 31, 2012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

28 July 31, 2012
SACHI A. HAMAI
EXECUTIVE OFFICER

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:

A LICENSE AGREEMENT FOR THE OPERATION OF THE AQUATIC SAFETY PROGRAM AT THE BOATING INSTRUCTION AND SAFETY CENTER WITHIN THE WARREN M. DORN COMPLEX AT CASTAIC LAKE RECREATION AREA (SUPERVISORIAL DISTRICT 5) (3 VOTES)

SUBJECT

This action is to request delegated authority to the Director of the Department of Parks and Recreation, to execute a License Agreement with California State University at Northridge, for the continued operation of their Aquatic Safety Program, at the Boating Instruction and Safety Center, located within the Castaic Lake State Recreation Area.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Find that the proposed License Agreement is categorically exempt from the California Environmental Quality Act because it consists of leasing an existing public facility with no expansion of use and for the reasons stated herein and the reasons reflected in the record of the project.

2. Delegate authority to the Director of Parks and Recreation to execute a five year License Agreement between the County and California State University at Northridge for the use of the Boating Instruction and Safety Center, located within the Warren M. Dorn Complex at Castaic Lake State Recreation Area. The License Agreement has an initial five year term, with a one time five year optional extension and will become effective the first day of the month following Board of Supervisors approval. The License Agreement will provide annual revenue of $8,437.50 for rent, an annual utility payment of $12,000, and a minimum of 12 percent of its gross revenue from its

Summer Youth Camp Program.

3. Authorize the Director of the Department of Parks and Recreation to suspend, terminate or assign the License Agreement, if deemed necessary, in accordance with the approved terms and conditions of the License Agreement.

4. Authorize the Director of the Department of Parks and Recreation to exercise the five year option, if in opinion of the Director of the Department of Parks and Recreation, the Licensee has performed successfully during the initial contract term.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to approve a five year License Agreement with a one time five year optional extension with California State University at Northridge (CSUN) for the continued operation of their Aquatic Safety Program provided at the Boating Instruction and Safety Center (BISC) located within the Warren M. Dorn Complex at the Castaic Lake State Recreation Area. The BISC is a facility built by the State of California Department of Boating and Waterways for the purpose of conducting instructional training in the safe handling and operation of various watercrafts.

CSUN has, as part of its Community Services classes and Department of Recreation and Leisure Studies, an Aquatic Program component that instructs, educates, and trains enrollees in the safe use of water skis, boats and similar watercraft; including, launching and recovery of boats from the dock area. CSUN has conducted these aquatic programs at Castaic Lake since 1984. The Community Services classes are not restricted to the CSUN student population, but are open to and marketed toward enrollment by members of the general public.

The classes have been well attended and provide a much needed adult training program for safe use of watercraft at Castaic Lake. An additional and enhancing segment of this program is the Summer Youth Camp Program. During the summer months, youth groups and individuals can learn boating use and safety under proper adult supervision. CSUN's Aquatic Program has been conducted expertly and has been very well received by the public. Based on the need and popularity of this program, the Northwest corner of the Afterbay area, will be available for use by CSUN, as an alternate location to be used in conjunction with its Aquatic Program being conducted at the BISC facility. CSUN will continue to maintain two existing portable buildings within this corner of the Afterbay area, one for classroom use and the other for storage. In addition, CSUN is required to provide the necessary general liability insurance and name the County of Los Angeles as an additional insured, prior to the Contract start date.

Implementation of Strategic Plan Goals

The proposed License Agreement will further the Board-approved County Strategic Plan Goal 1, Operational Effectiveness, by utilizing experienced personnel to schedule and conduct boating safety education; providing a Summer Youth Camp Program, where youth groups and individuals can learn boating use and safety under proper adult supervision; and by generating revenues and providing funding for infrastructure maintenance and repair at the Castaic Lake State Recreation Area.

FISCAL IMPACT/FINANCING

CSUN will pay the County an annual amount of $8,437.50 for rent, plus an annual utility payment of

$12,000 for the cost of electricity to operate this Aquatic Safety Program at Castaic Lake Recreation Area. CSUN will also continue to pay a minimum of 12 percent of its gross revenue from its Summer Youth Camp Program.

CSUN's Aquatic Safety Program is a financially self-supporting unit of the University's Department of Recreation and Leisure Studies. The University's program staff will maintain its portable buildings, licensed premises, and conduct all programs and classes. The County's maintenance of the BISC exterior and interior areas will be offset by their rent payment.

In consideration for the use granted, CSUN shall pay the County, for five years, an annual total of $20,437.50, consisting of a flat amount of $12,000 for the cost of electricity and annual amount of $8,437.50 for rent. CSUN shall pay the County in three equal installments of $6,812.50. Additionally, CSUN will pay the County a percentage of its gross revenue from its Summer Youth Camp Program, according to the following percentage breakdown identified below:

- 12 percent of all gross receipts up to $10,000; and
- 20 percent of all gross receipts between $10,001 and $30,000; and
- 30 percent of all gross receipts in excess of $30,000

OPERATING BUDGET IMPACT

As a result of the recommended actions, the Department anticipates an annual revenue increase of $20,437.50 to its operating budget from rent receipts which includes the cost of utilities. The increase will be effective over the initial five year term of the agreement but may extend beyond this if the Department decides to exercise the agreement option.

The Department will also receive additional revenue beyond the aforementioned rent from its share of CSUN's Summer Youth Camp Program fees as stated in the Fiscal Impact/Financing section. The amount of additional revenue cannot be estimated at this time due to several factors: 1) this revenue is new to the County; 2) lack of historical data; and 3) revenue to the County is based on tiered schedule. However, the Department anticipates this component of the revenue to be small.

The Department will maintain this revenue in its Operating Budget to offset the costs resulting from the facility usage of CSUN's aquatic programs. Should the revenue from the Summer Youth Camp Program become significant, the Department will address this in the appropriate year's Operating Budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County of Los Angeles, through its Department of Parks and Recreation, is authorized by the provision of Government Code Section 25907 to grant licenses and leases for the provision of parks and recreation related activities.

The term of the License Agreement has an initial five year term, with a one time five year optional extension.

Participants of CSUN's Aquatic Safety Program will be authorized to enter the Castaic Lake State Recreation Area without being assessed a vehicle entry fee during the preparation or when conducting instructional classes and/or providing the Summer Youth Camp Program. However, in order to ensure the continued operation of the Aquatic Safety Program, the Department recommends the following deviations from the County's standard terms and conditions:

- Indemnification: It is recommended that the County shall retain prior and ongoing responsibility for all matters relating to any preexisting environmental issues, and shall indemnify CSUN for all matters relating thereto.

- Termination for Convenience: The License Agreement includes termination provisions for improper consideration and for the failure of the Licensee to comply with the County's Child Support Program. In addition, the Agreement addresses the County's Quality Assurance Plan.

County Counsel has approved this License Agreement as to form. Additionally, CSUN has executed the attached License Agreement and will provide the required insurance policy naming the County of Los Angeles as an additional insured, prior to the Contract start date.

ENVIRONMENTAL DOCUMENTATION

The proposed License Agreement is categorically exempt from the California Environmental Quality Act (CEQA) according to Section 15301 and of the State CEQA Guidelines and Classes 1 (r) of the Environmental Document Reporting Procedures and Guidelines, adopted by your Board on November 17, 1987, because it consists of leasing an existing public facility with no expansion of use.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement will permit CSUN's Aquatic Training Safety Center to continue to provide water safety instruction and training to CSUN students and the general public through its accredited and non-accredited programs, and continue its numerous summer water safety programs, including those benefiting at-risk youth.

CONCLUSION

It is requested that an adopted copy of the action taken by your Board and four (4) fully executed copies of the attached contract be forwarded to the Department of Parks and Recreation.

Respectfully submitted,

RUSS GUINEY
Director

RG:JW:RM
KEH:SS:CM
MT:rc

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

DIRECTOR'S AGREEMENT

BY

COUNTY OF LOS ANGELES

AND

CALIFORNIA STATE UNIVERSITY AT NORTHRIDGE

FOR

THE OPERATION OF THE AQUATIC SAFETY PROGRAM AT THE BOATING INSTRUCTION AND SAFETY CENTER WITHIN THE WARREN M. DORN COMPLEX AT CASTAIC LAKE RECREATION AREA

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- **B** CASTAIC LAKE RULES AND LAUNCHING RAMP MAP
- **C** MAINTENANCE SCHEDULE
- **D** AQUATIC INVASIVE SPECIES

LICENSE AGREEMENT WITHIN THE WARREN M. DORN RECREATION COMPLEX AT THE CASTAIC LAKE STATE RECREATION AREA

THIS AGREEMENT, made and entered into this _____ day of _____, 2012,

BY AND BETWEEN

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as "County",

AND

CALIFORNIA STATE UNIVERSITY NORTHRIDGE, an agency of the State of California hereinafter referred to as "CSUN",

RECITALS:

WHEREAS, County and the State of California entered into an Operating Agreement dated November 18, 1969, whereby the County agreed to operate, maintain and control Castaic Lake State Recreation Area for a period of 50 years.

WHEREAS, a license as authorized pursuant to Government Code Section 25907 for the use of a portion of land within the Castaic Lake State Recreation Area is consistent with said Operating Agreement; and

WHEREAS THE County and the State of California (Department of Parks and Recreation and Department of Boating and Waterways) entered into an agreement dated November 19, 2002, for the Financing and Operation of a Boating Instruction and Safety Center at Castaic Lake State Recreation Area, in which the County agreed to operate, or cause to have operated, specified project activities, and this License Agreement is intended to be consistent with and in fulfillment of County's obligations under that Financing and Operation Agreement; and

WHEREAS, CSUN is an educational institution providing through its Aquatic Center Program an educational and instructional component of its Community Services curriculum; and

WHEREAS, CSUN and County agree that CSUN's Aquatic Center Program shall not interfere with, but complement, the existing recreational opportunities at Castaic Lake; and

WHEREAS, CSUN is willing to exercise the grant of such a license agreement in accordance with the terms and conditions prescribed herein;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereto and each of them do agree as follows:

1. DEFINITIONS

1.1 The headings herein contained are for convenience and reference only and are not intended to define or limit the scope of any provision thereof.

1.2 The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

1.2.1 **Afterbay:** The lower lake or lagoon at Castaic Lake Recreation Area.

1.2.2 **BISC:** The Boating Instruction and Safety Center

1.2.3 **CSUN:** California State University, Northridge.

1.2.4 **Director:** The Director of the County of Los Angeles Department of Parks and Recreation or an authorized representative thereof.

1.2.5 **Gross Receipts:** The term "gross receipts" as used in this Agreement, is defined to be all monies from the collection of fees for youth programs conducted by the Licensee at Castaic Lake.

1.2.5.1 Except as specifically provided below or by policy statement issued by Director, there shall be no deduction from gross receipts for any overhead or cost or expense of operations, such as, but without limitation to, salaries, wages, costs of goods, interest, debt amortization, credit, collection costs, discount from credit card operations, insurance and taxes.

Bona fide bad debts actually incurred by CSUN may be deducted from gross receipts. There shall, however, be no deduction for bad debts based on past experience or transfers to a bad debt reserve. Subsequent collection of bad debts previously not reported as gross receipts shall be included in gross receipts at the time they are collected.

1.2.5.2 Gross receipts reported by CSUN must include the full usual charges for the collection of fees for youth programs provided by CSUN. Gross receipts shall not include direct taxes imposed upon the consumer and collected therefrom by CSUN such as, but not limited to, retail sales taxes, excise taxes, or related direct taxes, which are direct taxes paid periodically by CSUN to a governmental agency accompanied by a tax return statement.

1.2.6 **State:** The State of California.

1.2.7 **Youth Programs:** Any group or program where the simple majority of the individuals are individuals under eighteen (18) years of age.

2. USE GRANTED

2.1 CSUN is hereby authorized and required to conduct instructional academic classes in boating instruction and water safety. In addition, the CSUN is also authorized and required to conduct youth programs in aquatic safety upon the licensed premises. The youth program shall be provided through CSUN's Aquatic Center Program, an education and instructional component of CSUN's community service curriculum. All classes and programs for boating instruction and water safety shall be approved by CSUN.

2.2 CSUN's scheduled days and hours of operation shall be developed by CSUN and thereafter submitted for Director's written approval three times

a year, 30 days prior to the commencement of each semester. Said approval shall not be unreasonably withheld.

2.3 County retains the right to use the BISC when CSUN has not scheduled it for CSUN's primary boating and safety instruction programs. County may not schedule use of the BISC until after CSUN has submitted proposed schedule per Paragraph 2.2. County must notify CSUN within a reasonable period of time in advance of planned use.

2.4 CSUN shall not rent any watercraft to the general public. Further, CSUN shall restrict use of its watercraft to the duly authorized members of its instructional classes and/or programs.

2.5 CSUN understands and agrees that the County has no control over the reduced water level in the lakes, and CSUN shall have no claim against the County for any reduction in the number of students or programs due to the reduced water levels. In addition, CSUN shall have no claim against the County for any reduction in the number of students or programs due to the health concerns, weather conditions, capacity restrictions or any other factors affecting the lake.

3. LICENSED PREMISES

3.1 The licensed premises shall consist of the BISC, adjacent docks, boat ramps and the twenty (20) parking spaces immediately adjacent to the BISC, and a portion of land located on the northwest corner of the Afterbay area. CSUN is authorized to place one (1) portable classroom, one (1) portable storage building, and watercraft equipment upon the licensed premises as described hereinabove and shown in Exhibit A, hereto attached.

3.2 These instructional and program classes will be conducted from the BISC and other portions of the Afterbay area and other areas as authorized by the Director. CSUN is also authorized the non-exclusive use of the west launch ramp for its operations. The licensed premises shall be used only for CSUN's authorized programs.

3.3 CSUN has primary use of the BISC, and non exclusive use of the Afterbay and west launch ramp for its authorized programs in accordance with the schedule approved by the Director pursuant to Section 2.2 above.

3.4 CSUN understands and agrees that its non-BISC programs may be moved to another location or cancelled with prior notification for programs conducted by the County.

3.5 CSUN will conduct a personal inspection of the licensed premises and the surrounding area and evaluation of the extent to which the physical condition thereof will affect its operations. Upon written notification of approval, Licensee accepts the licensed premises in their physical condition, and agrees to make no demands upon County for any improvements or alterations.

3.6 CSUN may make or construct or cause to be made or constructed additions, alterations, repairs or changes to the licensed premises at CSUN's expense, provided written approval thereof is first obtained from the Director and the State, permits are obtained therefore as hereinafter required, and there is compliance with such terms and conditions relating thereto, as may be imposed thereon by the Director or the State.

3.7 CSUN hereby acknowledges the title of the County, State and/or any other public agencies having jurisdiction there over, in and to the licensed premises and the improvements located thereon, and covenants and agrees never to assail, contest or resist said title.

3.8 Ownership of all improvements constructed by CSUN upon the licensed premises and all alterations, additions or betterments thereto shall remain in CSUN until termination of this Agreement. Upon termination thereof, whether by expiration of the term, cancellation, forfeiture or otherwise, ownership thereto shall vest in State without compensation being paid therefore, and such improvements shall be surrendered with the premises, unless demand for the removal thereof shall be given by the Director at least ten (10) days prior to the date of termination. Should CSUN fail to remove said structures and improvements, same may be

sold, removed or demolished, and CSUN shall reimburse County for any cost or expense in connection therewith in excess of any consideration received by County as a result of said sale, removal or demolition.

3.9 An exception to the above time frame to remove said structures is with regard to CSUN's two (2) portable buildings. In the event that CSUN fails to remove said buildings upon termination or cancellation of this Agreement, within (30) thirty days thereof the County will have the right to remove, sell, or demolish said buildings.

4. TERM

4.1 The term of this License shall be for a period of Five (5) Years with a one time five (5) year optional extension effective August 1, 2012, following execution by the Board of Supervisors.

4.2 The County shall have the sole option to extend the Agreement term for a one time five (5) year option for a maximum term of ten (10) years. The option term shall be exercised at the sole discretion of the Director, provided CSUN is in compliance with all provisions of this Agreement. Notice of said extension shall be in writing, and delivered to CSUN at least twenty (20) days prior to the expiration of the term.

4.3 Both parties shall make best efforts to notify each other when this License Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Both parties shall send written notification to each other by e-mail or postal mail to the respective authorized agents signatory to this License Agreement.

5. CONSIDERATION

5.1 In consideration for the use granted pursuant to Paragraph 2.1 hereinabove, CSUN shall pay the County the sum of two (2) amounts hereinafter provided. This section is pursuant to the Castaic Lake BISC Agreement between the County of Los Angeles and the Department of Boating and Waterways, dated November 19, 2002.

5.1.1 For those boating and water safety instructional programs, an annual sum representing the cost of electricity in the amount of

Twelve Thousand Dollars ($12,000.00) and the rent in the amount of Eight Thousand Four Hundred and Thirty-Seven Dollars and Fifty Cents ($8,437.50) for a total annual sum of Twenty Thousand Four Hundred and Thirty Seven Dollars and Fifty Cents ($20,437.50); and

5.1.2 For those youth programs provided by CSUN's community service curriculum, the sum of percentages of gross receipts from the collection of fees for CSUN's youth programs conducted upon licensed premises through CSUN. The percentages to be used are as follows: Twelve percent (12%) of all gross receipts up to Ten Thousand Dollars ($10,000.00), and Twenty percent (20%) of all gross receipts in excess thereof up to Thirty Thousand Dollars ($30,000.00), and Thirty percent (30%) of all gross receipts in excess thereof.

5.1.3 In the event the Director exercises the five (5) year option term extension, a rental increase of 2% shall apply. In consideration for the use granted pursuant to Paragraph 2.1 hereinabove, CSUN shall pay the County the sum of two (2) amounts hereinafter provided.

5.1.3.1 For those boating and water safety instructional programs, an annual sum representing the cost of electricity shall remain in the amount of Twelve Thousand Dollars ($12,000.00) plus the newly increased rent in the amount of Eight Thousand Six Hundred and Six Dollars and Twenty Five Cents ($8,606.25) for a total annual sum of Twenty Thousand Six Hundred and Six Dollars and Twenty Five Cents ($20,606.25); and

5.1.3.2 For those youth programs provided by CSUN's community service curriculum, the sum of percentages of gross receipts from the collection of

fees for CSUN's youth programs conducted upon licensed premises through CSUN. The percentages to be used are as follows: Twelve percent (12%) of all gross receipts up to Ten Thousand Dollars ($10,000.00), and Twenty percent (20%) of all gross receipts in excess thereof up to Thirty Thousand Dollars ($30,000.00), and Thirty percent (30%) of all gross receipts in excess thereof.

5.2 The amounts due shall be paid to County as follows:

5.2.1 The annual sum provided in Section 5.1.1 shall be paid in three equal installments of Six Thousand Eight Hundred and Twelve Dollars and Fifty Cents ($6,812.50). Payments are due by the first day of the month in the months of February, June and September in each year of the term.

5.2.2 The sum of percentages provided in Section 5.1.2 shall be due on October 1, in each year of the term. CSUN's payment shall be accompanied by a full report detailing the gross receipts from the collection of all fees for youth programs conducted by CSUN at Castaic Lake.

5.2.3 Within thirty days of the end of each contract year, County will review electrical costs attributable to CSUN's instructional academic program to determine whether they were greater or less than $12,000. Should those electrical costs exceed $12,000, County shall invoice CSUN for the difference. Should those electrical costs for the prior contract year equal less than $12,000, CSUN shall be entitled to a credit in the amount of the difference. This credit shall be applied to the next occurring payment identified in section 5.2.1. County will provide summary of electrical costs on a quarterly basis to CSUN.

5.2.4 In the event the Director grants the Five (5) year option term extension, the amounts due shall be paid to County as follows:

5.2.4.1 The annual sum provided in Section 5.1.3.1 shall be paid in three equal installments of Six Thousand Eight Hundred and Sixty Eight Dollars and Seventy Five Cents ($6,868.75). Payments are due by the first day of the month in the months of February, June and September in each year of the term.

5.2.4.2 The sum of percentages provided in Section 5.1.3.2 shall be due on October 1, in each year of the term. CSUN's payment shall be accompanied by a full report detailing the gross receipts from the collection of all fees for youth programs conducted by CSUN at Castaic Lake.

5.2.4.3 Within thirty days of the end of each contract year, County will review electrical costs attributable to CSUN's instructional academic program to determine whether they were greater or less than $12,000. Should those electrical costs exceed $12,000, County shall invoice CSUN for the difference. Should those electrical costs for the prior contract year equal less than $12,000, CSUN shall be entitled to a credit in the amount of the difference. This credit shall be applied to the next occurring payment identified in section 5.2.1. County will provide summary of electrical costs on a quarterly basis to CSUN.

5.3 Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation. Payment shall be mailed or otherwise delivered to the Treasurer/Tax Collector, P.O. Box 54927, Los Angeles, California 90054-0927 or such other place as may hereafter be designated in writing to CSUN.

6. ACCOUNTING RECORDS

6.1 CSUN shall maintain a method of accounting which shall, to the satisfaction of the Auditor-Controller, correctly and accurately reflect the gross receipts from the collection of all fees for youth programs conducted by CSUN at Castaic Lake and disbursements of CSUN in connection with the youth programs. The method of accounting, including bank accounts established for said operation, shall be separate from the accounting system used for any other business operated by CSUN or for recording CSUN's personal financial affairs. Such method shall include the keeping of the following documents:

6.1.1 Regular books of accounting such as general ledgers;

6.1.2 Journals including any supporting and underlying documents such as vouchers, checks, tickets, bank statements, etc.;

6.1.3 Any other accounting records that the Auditor-Controller deems necessary for proper reporting of receipts;

6.2 All documents, books and accounting records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement and for three (3) years thereafter. In addition, the County may from time to time conduct an audit and re-audits of the books and business for youth programs conducted by CSUN at Castaic Lake and observe the operation of the business so that accuracy of the above records can be confirmed.

7. DESTRUCTION OF THE LICENSED PREMISES AND/OR CASTAIC LAKE RECREATION AREA

7.1 In the event the BISC shall be totally or partially destroyed by a risk covered by the insurance coverage required herein, the County shall terminate this Agreement and the loss adjustment shall be payable to the State of California Department Boating and Waterways for deposit in a trust fund with the State of California designed for use by the Department of Boating and Waterways. If the Department of Boating and Waterways deems it in the interest of the State of California, the proceeds may be

paid to the County upon the County's application for the reconstruction of the destroyed facilities. If the destruction is from a risk for which coverage is not required or provided under said policy of insurance, County shall either restore the BISC or terminate this License.

7.2 CSUN agrees to accept the remedy heretofore provided in the event of a destruction of the BISC and/or Castaic Lake Recreation Area and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may hereafter be made available under the laws and statutes of this State.

8. OPERATING RESPONSIBILITIES

8.1 Advertising Materials and Signs

CSUN shall not post signs upon the licensed premises or improvements thereon, or distribute or cause to be distributed any advertising materials unless prior approval therefor is obtained from the Director.

8.2 Boat Identification

CSUN shall be required to mark all gas powered watercraft with the CSUN emblem, as approved by the Director.

8.3 Chase Boat

CSUN shall provide at all times during its operations a powered boat which shall only be used by CSUN or its employees for emergency purposes in retrieving its watercraft or to ascertain if its watercraft is complying with all safety regulations. Further, a gasoline powered boat will contain at all times a VHF Marine radio or cellular telephone during its authorized programs. The VHF Marine Radio or cellular telephone is to be utilized by authorized staff to contact County patrol boats in the event emergency assistance is required.

8.4 Compliance with Laws, Rules and Regulations

CSUN shall conform to and abide by all municipal and County ordinances, and all State and Federal laws and regulations, insofar as the same or any of them are applicable; and where permits and/or licenses are required for the use and/or any construction authorized herein, the same

must be first obtained from the regulatory agency having jurisdiction thereover. Further, CSUN shall conform to and abide by all rules and regulations and policies of the County's Board of Supervisors and the Director of the Department of Parks and Recreation insofar as the same or any of them are applicable.

8.5 Compliance with Castaic Lake Boating Rules

CSUN shall comply with and abide by the established Castaic Lake Boating Rules as shown in Exhibit B and as that Exhibit B may be amended by County from time to time and provided to CSUN.

8.6 Compliance with the Watercraft Inspection Program

All CSUN watercrafts must be in compliance with the Comprehensive Watercraft Inspection Program as shown in Exhibit D.

8.7 CSUN's Staff

8.7.1 CSUN shall maintain an adequate and proper staff for its authorized operations. Lifeguards associated CSUN's program shall possess the following minimum requirements: (1) Eighteen years of age; (2) Red Cross Lifeguard Training and/or Water Safety Instructor Certification; (3) Red Cross First Aid and CPR Certification; (4) Completion of a California Boating Safety Course; and, (5) State of California For-Hire Vessel Operator License for powerboat operators only. CSUN shall designate one member of the staff as an Operations Manager with whom County may deal on a daily basis. Said manager shall be fully acquainted with CSUN's operations, familiar with the terms and conditions prescribed therefore by this Agreement, and authorized to act in the day-to-day operation thereof.

8.7.2 The Director may at any time give CSUN written notice to the effect that the conduct or action of a designated employee of CSUN is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the licensed premises. CSUN shall meet with representatives of the Director to consider the appropriate

course of action with respect to such matter and CSUN shall take reasonable measures under the circumstances to assure the Director that the conduct and activities of CSUN's employee will not be detrimental to the interest of the public patronizing the licensed premises.

8.7.3 CSUN warrants that it fully complies with all laws regarding employment of aliens and others, and that all its employees performing services herein meet the citizenship or alien status requirements contained in federal and state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986 (P.L. 99-603). CSUN shall obtain, from all covered employees performing services herein, all verification and other documentation of employment eligibility status required by federal statutes and regulations as they currently exist and as they may be hereafter amended. CSUN shall retain such documentation for all covered employees for the period prescribed by law. CSUN shall indemnify, defend, and hold harmless, the County, its agents, officers and employees from employer sanctions and any other liability which may be assessed against CSUN or County or both in connection with any alleged violation of federal statutes or regulations pertaining to the eligibility for employment of persons performing services under this Agreement.

8.8 Disorderly Persons

CSUN agrees to exercise every reasonable effort to not allow any loud, boisterous or disorderly persons on the licensed premises.

8.9 Habitation

The licensed premises shall not be used for human habitation.

8.10 Illegal Activities

CSUN shall not knowingly permit any illegal activities to be conducted upon the licensed premises.

8.11 Maintenance

CSUN shall be responsible for maintaining its portable buildings and the licensed premises in good and substantial repair and condition. CSUN shall also be responsible for set up prior to and clean up following its scheduled, authorized use of the BISC. County shall provide regular maintenance of the BISC exterior and interior areas in accordance with the attached Exhibit C which by this reference is incorporated herein.

8.12 Non-Interference

CSUN shall not interfere with the public use of the Castaic Lake State Recreation Area.

8.13 Programming Requirements

CSUN shall use its best efforts to incorporate the following into its annual calendar of events:

8.13.1 Free programs to special interest and public service groups such as: Boy and Girl Scouts, Boys' and Girls' Clubs, and the Braille Institute so long as such groups are in compliance with Paragraph 9.12, Nondiscrimination.

8.13.2 Free-to-the-public special events involving watercraft safety and operation.

The scheduling of all such programming or any modification of same shall have the prior written approval of the Director.

8.14 Proper Staff Identification

Upon entering Castaic Lake, Licensee's staff members shall present to the cashier proper State University picture identification showing that they are a staff member of its aquatic programs conducted at Castaic Lake.

8.15 Safety

CSUN shall make every effort to correct or notify County of any unsafe condition on the licensed premises, as well as any unsafe practices occurring thereon. CSUN shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the licensed premises. CSUN shall cooperate fully with

County in the investigation of any accidental injury or death occurring on the licensed premises, including a prompt report thereof to the Director. CSUN shall cooperate and comply fully with County, State, municipal, federal or any other regulatory agency having jurisdiction there over, regarding any safety inspections and certifications of any and all CSUN's structures, enclosures, vehicles, and equipment.

8.16 Sanitation

No offensive matter, refuse, or substance constituting an unnecessary, unreasonable or unlawful fire hazard, or material detrimental to the public health, shall be permitted or remain on the licensed premises and within a distance of fifty (50) feet thereof, and CSUN shall prevent any accumulation thereof from occurring.

8.17 Schedule of Activities and Student Participation

CSUN shall submit to the Park Superintendent for approval three times a year, a calendar of all classes anticipated for each year of the term. In addition, CSUN shall submit a fee schedule used for assessing fees to its students for its youth programs conducted at Castaic Lake. CSUN shall also submit a student roster within two (2) weeks after each semester begins, showing all student participation for both credited and non-credited classes. In addition to the above, CSUN will be required to submit a list of all scheduled programs and activities for its authorized youth programs as well as a list of all third party groups participating in CSUN youth programs, as soon as practical, and an itemized summary of all fees collected from youth programs from said groups.

8.18 Security Devices

CSUN, at its own expense, may provide any legal devices or equipment and the installation thereof designated for the purpose of protecting the licensed premises from theft, burglary or vandalism, provided written approval for installation thereof is first obtained from the Director.

8.19 Utilities

8.19.1 County shall provide and pay for the water utilities to the licensed premises. CSUN shall pay for electricity to the licensed premises pursuant to Paragraph 5.2. CSUN shall at its sole expense provide and pay for the installation and service of a local telephone for its authorized programs at Castaic Lake. CSUN shall install an answering machine with a recorded message that is informative to callers regarding CSUN's operation. CSUN agrees to respond to any messages left by the County within forty-eight (48) hours excluding Sundays and holidays.

8.19.2 CSUN waives 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, electrical apparatus or wires serving the licensed premises.

8.20 Vehicle Entry Fees

CSUN's staff members and students will only be authorized to enter the park without being assessed a vehicle entry fee during the period that CSUN is in the preparation of or conducting instructional and youth programs pursuant to Paragraph 2.1 of this Agreement, under the following conditions:

8.20.1 Pursuant to Paragraph 8.14, CSUN's staff members must present proper identification to cashier before entering the park. In the event such identification can not be provided to the County, CSUN's staff members will be assessed a vehicle entry fee.

8.20.2 Names of all students participating in CSUN's programs shall appear on a roster that will be provided to the County by the CSUN. All students shall have a picture identification that is to be presented to the County upon request to verify the individual

participating in CSUN's program. In the event such a roster is incomplete or not provided to the County, those student's not on the roster or with improper identification will be assessed a vehicle entry fee.

9. TERMS AND CONDITIONS

9.1 AGREEMENT ENFORCEMENT AND AMENDMENTS TO THE AGREEMENT

9.1.1 The Director shall be responsible for the enforcement of this Agreement on behalf of County and shall be assisted therein by those officers and employees of County having duties in connection with the administration thereof.

9.1.2 In the event either party commences legal proceedings for the enforcement of this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs incurred in the action brought thereon.

9.1.3 This document may be modified only by further written agreement between the parties hereto. County's Board of Supervisors hereby authorizes the Director to act on its behalf in negotiations, approval, preparation and execution of any modification deemed necessary by said officer in the proper administration of this Agreement. Director shall consult with appropriate County employees and officials in the preparation of such contract amendments and in all circumstances shall obtain County Counsel's approval-as-to-form prior to execution of final documents(s). Any such modification shall not be effective unless and until executed by CSUN and in the case of the County, until approved by the Director.

9.2 ASSIGNMENT AND SUBLETTING

CSUN shall not assign in part or in whole, sublicense, or otherwise transfer its rights under this license. Any attempt by CSUN to assign or otherwise transfer rights under this license shall be void and CSUN shall

remain liable to County for performance of all CSUN's obligations under the terms of this license.

9.3 CANCELLATION

9.3.1 This Agreement may be terminated without cause by either party upon six (6) months written notice to the other party.

9.3.2 Upon the occurrence of any one or more of the Events of Default described in sub-Paragraph 9.8, this Agreement shall be subject to cancellation by County's Board of Supervisors. As a condition precedent to the Director recommending cancellation to said Board, the Director shall give CSUN ten (10) days notice by personal service or by registered or certified mail of the grounds therefore and indicate that an opportunity to be heard thereon will be afforded prior to such recommendation by the Director if request is made therefor.

9.3.3 County shall have the right to effect cancellation of this License and recover from CSUN the balance of the unpaid consideration as provided for in Section 5 of this Agreement at the time of the breach together with any damages to the premises.

9.3.4 Upon cancellation, County shall have the right to take possession of the licensed premises, including all improvements, excluding CSUN's leased, owned or borrowed property and equipment, and use same for the purpose of satisfying and/or mitigating all damages arising from a breach of this Agreement.

9.3.5 Action by County to effectuate a cancellation and forfeiture of possession shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

9.4 CONFLICT OF INTEREST

9.4.1 No County employee whose position with the County enables such employee to influence the award of this Agreement or any competing Agreement, and no spouse or economic dependent of

such employee, shall be employed in any capacity by CSUN or have any other direct or indirect financial interest in this Agreement. No officer or employee of CSUN who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

9.4.2 CSUN shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. CSUN warrants that it is not now aware of any facts that create a conflict of interest. If CSUN hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

9.5 CSUN's ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

CSUN acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. CSUN understands that it is the County's policy to encourage all County Licensees to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Licensee's place of business. CSUN will also encourage its contractors if any, to post this poster in a prominent position in the contractor's place of business. The County's Department of Children and Family Services will supply CSUN with the poster to be used.

9.6 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate CSUN's performance under this agreement on not less than an annual basis. Such evaluation will include assessing CSUN's compliance with all agreement terms and performance standards. CSUN deficiencies that County determines are severe or continuing and that may place performance of the agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and CSUN. If improvement does not occur consistent with the corrective action measures, County may terminate this agreement or impose other penalties as specified in this agreement.

9.7 COUNTY'S RETENTION OF RIGHTS

In the interest of safety to patrons at Castaic Lake as determined by the Director, the County hereby retains the right to restrict the number and type of watercraft utilized by CSUN and its employees during its operations.

9.8 EVENTS OF DEFAULT

The Events of Default are:

9.8.1 The failure of CSUN to pay the amount due in Section 5, Consideration, for the use granted herein in the manner and amount set forth hereinbefore.

9.8.2 The failure of CSUN to operate in a manner required by this Agreement where such failure continues for more than fifteen (15) days after written notice from the Director for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and CSUN shall have commenced to perform whatever may be required to cure the particular default within fifteen (15) days after such notice and continues such performance diligently, said time limit may be waived in the manner and to the extent determined by the Director.

9.8.3 An unscheduled abandonment, vacation or discontinuance of operations for a period of more than fourteen (14) calendar days.

9.9 INDEMNIFICATION

9.9.1 CSUN shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents and the Department of Boating and Waterways from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CSUN's acts and/or omissions arising from and/or relating to this Agreement. CSUN's duty to indemnify the County and the Department of Boating and Waterways shall survive the expiration or other termination of this Agreement.

9.9.2 County shall indemnify, defend and hold harmless the State of California, the Department of Boating and Waterways, Trustees of the California State University, California State University Northridge, and the employees, and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County's acts and/or omissions arising from and/or relating to this Agreement. County's duty to indemnify the Licensee and the Department of Boating and Waterways shall survive the expiration or other termination of this Agreement. County shall not be obligated to indemnify for liability and expense arising from the active negligence of the Licensee.

9.10 General Provisions For All Insurance Coverage

Without limiting CSUN's indemnification of County, and in the performance of this License Agreement and until all of its obligations pursuant to this License Agreement have been met, CSUN shall provide

and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 9.10 and 9.11 of this License Agreement. The County in no way warrants that the Required Insurance is sufficient to protect CSUN for liabilities which may arise from or relate to this License Agreement without limiting CSUN's indemnification of County, CSUN shall provide and maintain at its own expense, and shall require all of its contractors to maintain, throughout the term of this License Agreement, the hereinafter listed programs of insurance or programs of self insurance covering its operations.

9.10.1 Self Insurance Programs

If CSUN is self-insured then CSUN's protection plan must be reviewed and approved by the Department of Boating and Waterways and be in a form satisfactory to the Department of Boating and Waterways. Such insurance policies, contracts, plans, programs or arrangements shall be in a form satisfactory to the Department of Boating and Waterways. Copies of such policy or policies, including any new or renewal policy, shall be submitted to the Department of Boating and Waterways at least twenty (20) days prior to the effective date or dates thereof. Certificates or other evidence of coverage shall be submitted to the Department of Boating and Waterways, Attention: Boating Facilities Division, 2000 Evergreen Street, Suite 100, Sacramento, CA 95815. The Department of Boating and Waterways shall not be held liable for the repayment of any premiums or assessments. The County at its sole option, may satisfy all or any part of this insurance requirement through use of a program of self insurance (self-funding of its liabilities). Certificate evidencing coverage or letter evidencing self-funding will be provided to CSUN after execution of this license at CSUN's request.

9.10.2 Evidence of Insurance

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the CSUN's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to CSUN's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required CSUN insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this License Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of CSUN identified as the contracting party in this License Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by CSUN, its insurance broker(s) and/or insurer(s), shall be

construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Parks and Recreation
301 N. Baldwin Ave., Arcadia, CA 91007-2697
Attention: Contracts and Special Districts

9.10.3 Notification of Incidents, Claims or Suits

CSUN and County shall report to each other (and with respect to (a.) below, to the Department of Boating and Waterways):

a. Any accident or incident relating to services performed under this Agreement which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee, County and/or the Department of Boating and Waterways. Such report shall be made in writing within twenty-four (24) hours of occurrence.

b. Any third party claim or lawsuit filed against CSUN or County arising from or related to services performed by CSUN or County under this Agreement.

c. Any injury to a CSUN employee which occurs on County property. This report shall be submitted on a County "Non-employee Injury Report" to the Director.

d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to CSUN under the terms of this Agreement.

9.10.4 Insurance Coverage Requirements for Contractors

9.10.4.1 CSUN shall ensure any and all contractors performing services under this Agreement meet the Insurance requirements of this Agreement by either:

a. CSUN providing evidence of insurance covering the activities of contractors; or

b. CSUN providing evidence submitted by contractor evidencing that contractor maintain the required insurance coverage. County retains the right to obtain copies of evidence of contractor insurance coverage at any time.

9.10.4.2 In addition, CSUN shall require the following endorsements to each policy (excluding Workers' Compensation):

The Department of Boating and Waterways, its officers, employees and agents are hereby declared to be additionally insured under the terms of this policy, as to the activities of Contractor at the Castaic Boating Instruction and Safety Center, and this policy shall not be cancelled without thirty (30) days prior written notice to the Department of Boating and Waterways.

9.10.5 Cancellation of or Changes in Insurance

CSUN shall provide County with, or CSUN's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the License, in the sole discretion of the County, upon which the County may suspend or terminate this License.

9.10.6 Failure to Procure or Maintain Insurance

a. Failure by CSUN to procure or maintain the required insurance or to provide evidence of insurance coverage acceptable to the County shall constitute a material breach of the agreement. County shall provide a written thirty (30) day notice to CSUN of CSUN's failure to procure or maintain the Required Insurance. If after thirty (30) days CSUN fails to produce Required Insurance, the County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from CSUN resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to CSUN, County may deduct from sums due to CSUN any premium costs advanced by County for such insurance.

b. Notwithstanding the above and in the event that CSUN fails to comply with any of the indemnification or insurance requirements of this Agreement, and such failure to comply results in any costs to County, CSUN shall pay full compensation for all costs incurred by County.

9.10.7 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. best ratings of not less than A:VII unless, otherwise approved by the County.

9.10.8 CSUN's Insurance Shall Be Primary

CSUN's insurance policies or self-insurance coverage, with respect to any claims related to this License Agreement, shall be primary with respect to all other sources of coverage available to CSUN. Any County maintained insurance or self-insurance

coverage shall be in excess of and not contribute to any CSUN's coverage.

9.10.9 Alternative Risk Financing Programs

CSUN reserves the right to review, and then approve, County's use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

9.10.10 County Review and Approval of Insurance Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

9.10.11 Subrogation Waiver

CSUN and County each agree to release the other and waive their rights of recovery against the other for damage to their respective property arising from any insured loss.

9.11 INSURANCE COVERAGE REQUIREMENTS

9.11.1 CSUN shall provide and maintain, throughout the term of this Agreement, the following programs and amounts of insurance:

a. General Liability:

Insurance (written on ISO policy form CG 00 01 or its equivalent, and naming the County as an additional insured or an approved program of self insurance with limits of not less than the following:

General Aggregate:	$2,000,000
Products/Completed	

Operations Aggregate:	$1,000,000
Personal and Advertising Injury:	$1,000,000
Each Occurrence:	$1,000,000
Fire Legal Liability	$1,746,000

CSUN shall include watercraft liability coverage including sudden and accidental pollution coverage for watercraft owned, operated by, or rented by CSUN for watercraft used and/or stored by CSUN at or about the Licensed Premises. In addition, County shall provide Fire Insurance coverage for 90% of the full insurable value of all components of the BISC pursuant to the Agreement for Financing and Operation of the BISC at Castaic Lake State Recreation Area with the California Department of Boating and Waterways and the California Department of Parks and Recreation.

b. Automobile Liability:

Insurance (written on ISO policy form CA 00 01 or its equivalent) or an approved program of self insurance with a limit of liability of not less that ONE MILLION DOLLARS ($1,000,000) per occurrence. Such insurance shall include coverage for all "owned" "non-owned and hired" vehicles, or coverage for "any auto".

c. Workers Compensation and Employer's Liability:

Insurance providing workers compensation benefits, as required by the Labor Code of the State of California, or any other state, and for which CSUN is responsible. If CSUN's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Long shore and Harbor Workers'

Compensation Act, Jones Act or any other federal law for which CSUN is responsible. In all cases, such insurance shall also include Employer's Liability coverage for all persons providing services on behalf of CSUN and for all risk to such persons under this Agreement with limits of not less than the following:

Each Accident:	$1,000,000
Disease - policy limit:	$1,000,000
Disease - each employee:	$1,000,000

d. Sexual Misconduct Liability
Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than $2 million per claim and $2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

9.12 NON-DISCRIMINATION

9.12.1 CSUN hereby certifies and agrees that it will comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, where applicable, and Title 43, part 17 of the Code of Federal Regulations Subparts A and B, the Americans with Disabilities Act of 1990, and the Fair Employment and Housing Act (Government Code, Section 12990 et seq.) to the end that no persons shall, on the grounds of race, creed, color, national origin, political affiliation, marital status, sex, sexual orientation,

age or disability, be subject to discrimination under the privileges and use granted by this Agreement or under any project, program or activity supported by this Agreement.

9.12.2 CSUN certifies and agrees that all persons employed thereby, are and shall be treated equally without regard to or because of race, creed, color, national origin, sex, sexual orientation, age, marital status, or disability, and in compliance with all Federal and State laws prohibiting discrimination in employment, including, but not limited to, the Federal Civil Rights Act of 1964, the Unruh Civil Rights Act, the Cartwright Act, and the State Fair Employment Practices Act.

9.12.3 CSUN certifies and agrees that contractors, bidders and vendors thereof are and shall be selected without regard to or because of race, creed, color, national origin, sex, age, marital status, sexual orientation or disability.

9.12.4 All employment records shall be open for inspection and re-inspection at any reasonable time during the term of this Agreement for the purpose of verifying the practice of non-discrimination by CSUN in the areas heretofore described.

9.12.5 If County finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which County may determine to cancel, terminate, or suspend this Agreement. County reserves the right to determine independently that the non-discrimination provisions of this Agreement have been violated. In addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that CSUN has violated State or Federal non-discrimination laws or regulations shall constitute a finding by County that CSUN has violated the non-discrimination provisions of this Agreement.

9.12.6 The parties agree that in the event CSUN violates the non-discrimination provisions contained herein, County shall, at its option, be entitled to a sum of FIVE HUNDRED DOLLARS ($500.00) pursuant to California Civil Code 1671 as liquidated damages in lieu of canceling, terminating or suspending this Agreement. CSUN further agrees that FIVE HUNDRED DOLLARS ($500.00) is a reasonable sum under all of the circumstance existing at the time of the execution of this Agreement.

9.13 NOTICES

9.13.1 Any notice required to be given under the terms of this Agreement or any law applicable thereto may be: (1) delivered by personal service; or (2) placed in a sealed envelope, with postage paid, return receipt requested, addressed to the person on whom it is to be served, and deposited in a post office, mailbox, sub-post office, substation or mail chute, or other like facility regularly maintained by the United States Postal Service.

9.13.2 The address to be used for any notice served by mail upon CSUN shall be California State University at Northridge, Attention: Ms. Deborah A. Flugum, Purchasing & Contract Administration, 18111 Nordhoff Street, Northridge, CA 91330-8231 or such other place as may hereafter be designated in writing to the Director by CSUN.

9.13.3 The address to be used for any notice served by mail upon County shall be 301 N. Baldwin Avenue, Arcadia, CA 91007, Attention: Contract Services or such other place as may hereafter be designated in writing to CSUN by the Director. Service by mail shall be deemed complete upon deposit in the above mentioned manner.

9.14 RECYCLED-BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, CSUN agrees to use recycled-content paper to the maximum extent possible on this Agreement.

9.15 RIGHT OF ENTRY

9.15.1 Should CSUN be deemed deficient, as determined by the Director, in its performance of its obligations required hereunder, County in addition to all other available remedies may, but shall not be so obliged, enter upon the premises and correct CSUN's deficiencies using County forces, and equipment and materials on the premises suitable for such purposes, or by employing a separate private CSUN. County's cost so incurred, including direct and indirect overhead cost as determined by the Director, shall be reimbursed to County by CSUN and/or its sureties within thirty (30) days of demand thereof.

9.15.2 Any officers and/or authorized employees of the County may enter upon the licensed premises at any and all reasonable times for the purpose of determining whether or not CSUN is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the licensed premises.

9.15.3 In the event of an unscheduled abandonment, vacation or discontinuance of operations for a period of more than fourteen (14) calendar days CSUN hereby irrevocably appoints County as an agent for continuing operation of the license granted herein, and in connection therewith authorizes the officers and employees thereof to (1) take possession of the licensed premises, including all improvements, equipment and inventory thereon; (2) remove any and all persons or property on said

premises and place any such property in storage for the account of and at the expense of CSUN; (3) sublease or sublicense the premises; and (4) after payment of all expenses of such subleasing or sublicensing, apply all payments realized therefore to the satisfaction and/or mitigation of all damages arising from CSUN's breach of this Agreement. Entry by the officers and employees of County upon the premises for the purpose of exercising the authority conferred hereon as agent of CSUN shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this Agreement.

9.15.4 No re-entry or taking of the premises by County pursuant to Sub-Paragraph 9.15.1 of this section shall be construed as an election to terminate this Agreement unless a written notice of such intention is given to CSUN or unless the termination thereof is decreed by a court of competent jurisdiction.

9.16 SEVERABILITY

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect.

9.17 SURRENDER OF PREMISES

Upon termination of this Agreement, CSUN shall peaceably vacate the premises and any and all improvements located thereon and deliver up the same to County in a reasonably good condition, ordinary wear and tear excepted.

9.18 TERMINATION FOR IMPROPER CONSIDERATION

9.18.1 County may, by written notice to CSUN immediately terminate the right of CSUN to proceed under this Agreement if it is found

that consideration, in any form, was offered or given by CSUN, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment or extension of the Agreement or the making of any determinations with respect to CSUN's performance pursuant to the Agreement in the event of such termination, County shall be entitled to pursue the same remedies against CSUN as it could pursue in the event of default by CSUN.

9.18.2 CSUN shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861 or to such other number as may be provided to CSUN in writing by County.

9.18.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

9.19 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

CSUN and each County Lobbyist or County Lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by CSUN, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code 2.160. Failure on the part of CSUN or any County Lobbyist or County lobbying firm retained by CSUN to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

9.20 TERMINATION UPON TRANSFER OF TITLE OR PARK CLOSURE

9.20.1 Notwithstanding any other provision of this Agreement, in the event the County transfers its interest in the Castaic Lake State Recreation Area and the licensed premises to a governmental agency (assignee), the County reserves the right to: terminate this Agreement; or provided there is consent by an assignee, assign the County's interest in this Agreement to said assignee. County shall provide CSUN with notice of termination or assignment of this Agreement pursuant to this provision.

9.20.2 Notwithstanding any other provision of this Agreement, in the event the County closes the Castaic Lake State Recreation Area, this Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, CSUN shall immediately cease its operations, and within fifteen (15) days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the CSUN of such park closure.

9.21 WAIVER

9.21.1 Any waiver by County of any breach of any one or more of the covenants, conditions, terms and agreements herein contained shall not be construed to be a waiver of any subsequent or other breach of the same or of any other covenant, condition, term or agreement herein contained, nor shall failure on the part of County to require exact, full and complete compliance with any of the covenants, conditions, terms or agreements herein contained be construed as in any manner changing the terms of this Agreement or estopping County from enforcing the full provisions thereof.

9.21.2 No delay, failure, or omission of County to re-enter the licensed premises or to exercise any right, power, privilege or option,

arising from any default, nor any subsequent acceptance of payments then or thereafter accrued 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.

9.21.3 No notice to CSUN shall be required to restore or revive "time of the essence" after the waiver by County of any default.

9.21.4 No option, right, power, remedy or privilege of County shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options and remedies given County by this Agreement shall be cumulative.

9.22 ENTIRE AGREEMENT

This document and the Exhibit(s) attached hereto, constitutes the entire agreement between County and CSUN for the authorized operations and use granted herein within the Castaic Lake State Recreation Area. All other agreements, promises and representations with respect thereto, other than contained herein, are expressly revoked, as it has been the intention of the parties to provide for a complete integration within the provisions of this document, and the Exhibit(s) attached hereto, the terms, conditions, promises and covenants relating to CSUN's operation and the licensed premises to be used in the conduct thereof.

9.23 AUTHORIZATION WARRANTY

CSUN represents and warrants that the person executing this Contract for CSUN is an authorized agent who has actual authority to bind CSUN to each and every term, condition, and obligation of this Contract and that all requirements of CSUN have been fulfilled to provide such authority.

9.24 CONTRACTOR PERFORMANCE EVALUATION/QUALITY ASSURANCE

County or its agent will evaluate Contractor's performance under the resultant Agreement on not less then an annual basis. Such evaluation will include assessing Contractor's compliance with all Agreement terms and performance standards. Contractor's deficiencies that County determines are severe or continuing and may place performance of the Agreement in jeopardy if not corrected, will be reported to the County's Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate the Agreement or impose other penalties as specified in the Agreement.

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IN WITNESS WHEREOF, CSUN has executed this Agreement, or caused it to be duly executed, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attest by the Executive Officer-Clerk of the Board thereon, on the day and year first above written.

COUNTY OF LOS ANGELES

By_____
Russ Guiney, Director
Department of Parks and Recreation

CSUN

CALIFORNIA STATE UNIVERSITY
NORTHRIDGE

By_____

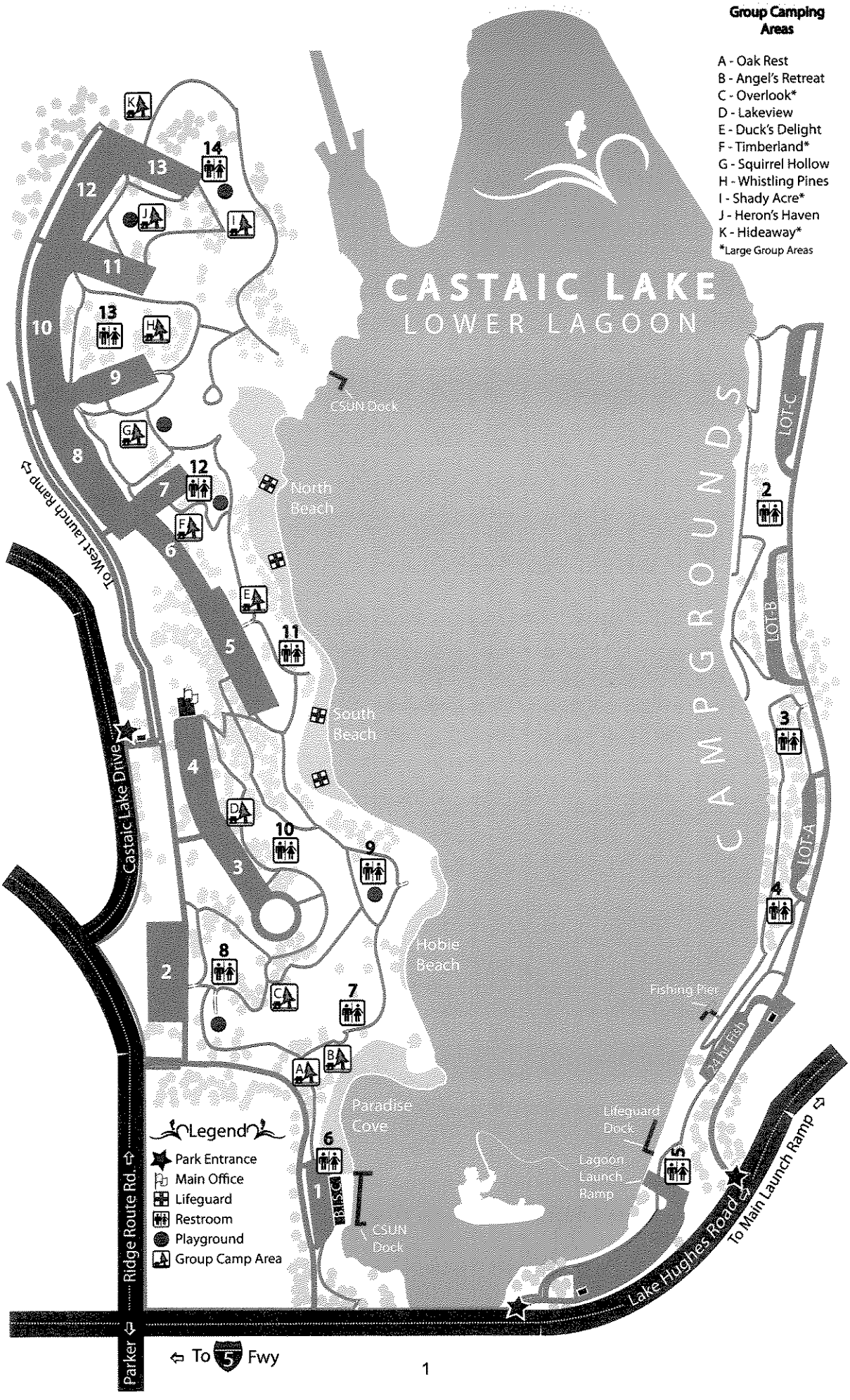
APPROVED AS TO FORM:
JOHN KRATTLI
County Counsel

By_____
Christina A. Salseda
Principal Deputy, County Counsel

EXHIBIT A

Group Camping Areas

A - Oak Rest
B - Angel's Retreat
C - Overlook*
D - Lakeview
E - Duck's Delight
F - Timberland*
G - Squirrel Hollow
H - Whistling Pines
I - Shady Acre*
J - Heron's Haven
K - Hideaway*
*Large Group Areas



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
CASTAIC LAKE RULES

Personal Water-crafts (PWC)

- Personal Watercraft may only carry the number of passengers for which it is manufactured.
- Personal Watercraft may not tow anything, including a skier, inner tube, etc.
- Personal Watercraft are restricted to the special PWC area of the lake and must travel in a COUNTER CLOCKWISE ROTATION.
- Passing too close to other vessels can be dangerous at any speed. PWC operators must keep a distance of 25 feet from any other vessel while underway.
- The owner of any Personal Watercraft is responsible for the actions of anyone who uses his vessel.
- Castaic Lake is a drinking water reservoir. FUELING OF ANY VESSEL ON THE WATER IS PROHIBITED. FUELING OF PERSONAL WATERCRAFT IS TO TAKE PLACE OUT OF THE WATER.
- Immediately upon launching, all PWCs must proceed directly to the special use area at a speed of 5 MPH.
- Fuel must be stored in the designated fuel area only.
- VESSEL OPERATORS MUST BE AT LEAST 16 YEARS OF AGE.

Fishing

- All California Fish and Game regulations are strictly enforced.
- All fishermen MUST have a valid fishing license if 16 years or older (additional rods require stamps).
- Fishing from docks, launch ramps is NOT allowed.
- Fishing from the dam is permitted, within the designated areas.
- Fighing in coves "Closed for spawning" is prohibited.
- Cleaning of fish on the water or shoreline is strictly prohibited.
- Live bait can only be used if caught in the same day and location.
- Trolling in the Main Reservoir ski area is NOT permitted.

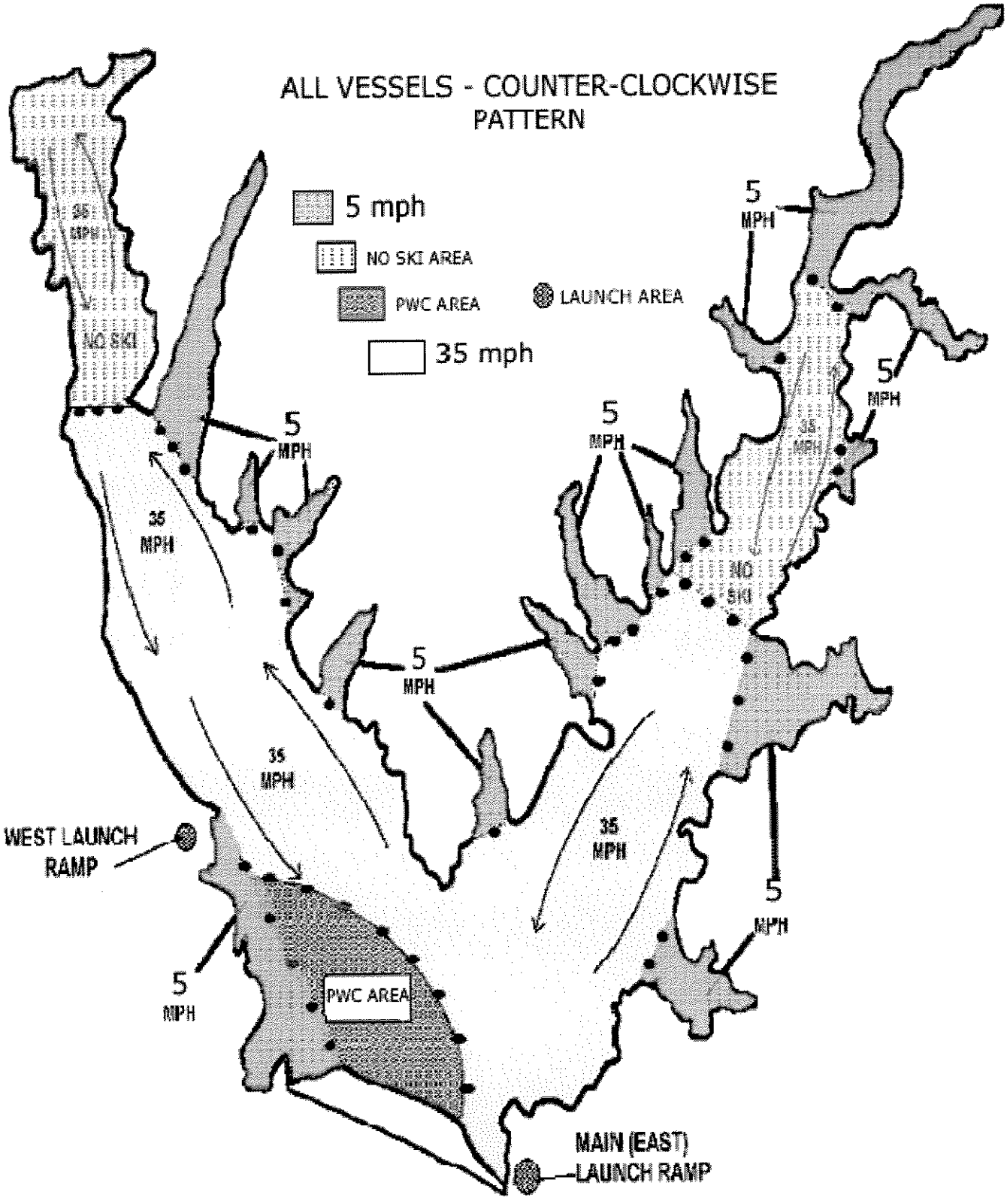
Wakeboarding & Waterskiing

- Water Skiing and Wakeboarding are restricted to designated areas. (See map)
- Ski boats must travel in a COUNTER CLOCKWISE direction.
- Maximum of two persons at a time may be towed behind vessel (if tube is designed for 2 people). Only one tow line and one tow device per vessel.
- All boats towing a skier shall have an OBSERVER not less than 12 years of age.
- Red ski flags must be used to indicate a skier, rope, or ski gear is in the water (according to the "ABC's" of CA Boating law).

The following are PROHIBITED by Los Angeles County Park

- Alcoholic Beverages
- Swimming - except at designated swim beaches during posted hours
- Gathering of Firewood
- Fireworks or Explosives
- Fires-except in designated areas
- Fireworks or Explosives
- Firearms
- Damage to Plants or Property
- Loud Music/Noise
- Littering
- Parking in Unauthorized Areas
- Unauthorized Vessel Launching
- Unleashed Animals
- Feeding of Wild Animals

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
MAINTENANCE SCHEDULE

Desks, Counters, etc.

- Daily –
  - Dust all desk and counter tops; clean and disinfect drinking fountains, furniture, chairs, and tables
  - Clean doors, frames, light switches, push and kick plates, and handles
  - Deodorize rooms
- Weekly –
  - Clean and disinfect all telephones
  - Clean and dust all window blinds
  - Spot clean glass doors, as needed
- Monthly –
  - Clean all windows and glass doors

Exterior

- Daily –
  - Sweep all concrete walks, ramps or other paths of travel to remove all debris, sand or obstacles
- Weekly –
  - Wash down all paths of travel including walkways, ramps, and docks
  - Sweep and remove all debris from parking lot
- Monthly –
  - Wash all exterior walls to remove dust and debris

Floors

- Daily –
  - Vacuum all carpeted floors
  - Sweep and/or dust mop all hard surface floors
  - Remove all debris from floors
- Weekly –
  - Mop all hard surface floors using standard chemical solution
  - Wax and power buff hard surface floors
  - Spot treat carpet stains
  - Wash baseboards
- Monthly –
  - Strip wax from hard surface floors and re-apply wax and power buff
- Quarterly –
  - Steam clean carpets

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
MAINTENANCE SCHEDULE

Graffiti

- Daily –
  - Remove or paint over, as appropriate, any graffiti inside or outside of facility

Kitchen

- Daily –
  - Clean and disinfect all surfaces and counter tops, sinks, cooking areas, etc.
  - Sweep floors and remove all debris
  - Remove all trash
- Weekly –
  - Mop and disinfect floor and clean base moldings
  - Wax and buff floor
- Monthly –
  - Strip and wax floor

Restrooms

- Daily –
  - Sweep and remove trash and debris from floors
  - Empty trash receptacles and replace liners
  - Clean and disinfect toilets, urinals, sinks and surfaces surrounding fixtures
  - Disinfect areas where hands are normally placed
  - Clean mirrors
  - Disinfect and mop floors
  - Clean and disinfect shower stalls
  - Remove graffiti
  - Refill all dispensers with paper and soap products
  - Replace any light bulbs
- Weekly –
  - Thoroughly clean toilet bowels and urinals with bowl cleaner
  - Wash windows
  - Completely clean and disinfect all partitions, doors, door frames, handles, etc.
- Monthly –
  - Dust and wipe down all upper ledges and surfaces; clean and disinfect all wall surfaces
  - Clean light fixtures
  - Scrub all base molding and hard to reach areas

Trash

- Daily –
  - Remove trash from all receptacles and replace liners
  - Remove all trash from building and dispose of in designated bin

Note: Schedule is subject to change to meet the needs of the facility. Some functions may be required more frequently based on the type and amount of facility.

EXHIBIT D

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AQUATIC INVASIVE SPECIES

California's waterways currently face an enormous challenge: an invasion by Quagga mussels (Dreissena rostriformis bugensis) and Zebra mussels (Dreissena polymorpha). Zebra mussels, a native species of Eastern Europe, were first introduced in the United States through ballast water released into the Great Lakes in the late-1980s. Quagga mussels soon followed.

Great efforts were made to prevent the spread of these fresh water mollusks west of the 100th Meridian. In January 2007, Quagga mussels were discovered in Lake Mead and later in other reservoirs of the Lower Colorado River. Now they infest water bodies in Riverside, San Diego, Imperial and Orange counties. In January 2008, Zebra mussels were discovered in San Justo Reservoir in San Benito County. The spread of these mussels to additional California waters will seriously impact the state's aquatic environment and water delivery systems, endangering recreational boating and fishing.

It is important for all boaters to cooperate with vessel inspections conducted at California Department of Food and Agriculture Border Protection Stations and on waterways around the state. Remember, you do not want to transport any Quagga/Zebra mussels from an infested water body to another location currently free of Quagga/Zebra mussels. In addition, California law makes it illegal to transport these aquatic species, even if done so unintentionally.

In an effort to reduce the potential for introduction of non-native Dreissenid Mussel Species into areas of the State Water Project (SWP), Los Angeles County Department of Parks and Recreation (P&R) has implemented a comprehensive watercraft inspection program.

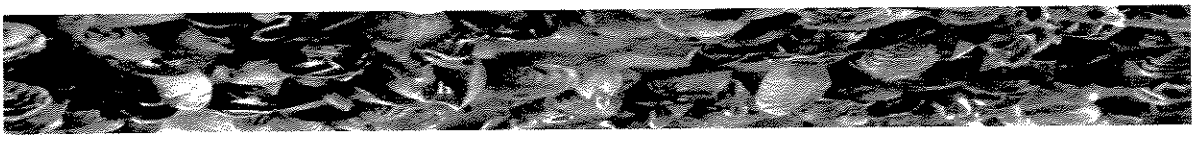
Watercraft Inspection Program

- All California State University at Northridge (CSUN) watercrafts must be inspected by P&R trained inspectors prior to launching at Castaic.
    - This includes any privately owned watercraft brought onto the facility for the use at CSUN sponsored programs.
- To meet this inspection requirement all watercraft on site will be initially screened and inspected. CSUN vessels not leaving the premises do not need to be tagged and/or inspected each day before launching. CSUN vessels leaving the premises must be tagged and/or inspected before launching.
- CSUN staff will insure that prior to temporarily removing watercraft outside the property they will have the boat "tagged" or "banded".
- Watercraft return to the facility will not require re-inspection as long as the tag is still in place.
- All untagged watercraft that enters the facility will be required to pass the aquatic invasive species inspection.

Boater and watercraft users can prevent these mussels from spreading by:

- After boating in any freshwater system:
    - Carefully inspect, clean, and drain your boat when you leave the water, using the checklists provided.
    - All areas must be dry (including live wells) and clear of debris, and no standing water should be on board your boat in any manner (including bait cans or buckets).

- Before traveling to any freshwater for boating:
    - Inspect your boat for Quagga/Zebra mussels, which can survive five days out of water in California's hot summer and up to 30 days in cool, wet weather.
    - If any residual water or mussels are discovered upon an inspection, clean your boat and all equipment using the same checklist procedures and let the vessel dry for five to 30 days, depending on the weather, before you enter the water.



COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AQUATIC INVASIVE SPECIES

Inspect and Cleaning Checklist:

All Watercraft

Whenever you leave freshwater, take the following actions:

- **Remove the boat from the water** and **away from the launch ramp** for vessel inspection and cleaning.
- **Thoroughly inspect all exposed surfaces on your vessel and trailer**. If you find any mussels, scrape them off and kill them by crushing them. Dispose of the remains in the trash. Alert the Department of Fish and Game at 866-440-9530.
- **Remove all plants and mud** from your boat, trailer, and all equipment. Dispose of all material in the trash.
- **Carefully feel your boat's hull** for any rough or gritty spots, which may be young mussels that have settled on your vessel and cannot be seen. Microscopic Quagga/Zebra mussels will feel like sandpaper.
- **Away from the waterway, wash your boat's hull**, trailer, equipment, bilge, and any other exposed surfaces with high-pressure, hot water. When possible use water at a temperature of 140° F (60° C) at the hull – or about 155° (68° C) at the nozzle – which will kill the mussels. Dry the boat as much as possible.
- **Drain all water from your boat** (pull all plugs) and **dry all areas**, including the motor, motor cooling system, live wells, ballast tanks, bladders, bilges, and lower outboard units. Make sure that all life jackets, water skis or other items that have been in the water, including anchors, ropes, etc., are inspected, cleaned, and dried.
- **Empty and dry all buckets** and **dispose of all bait** in trash receptacles before you leave. Do not take bait home, or leave it on the ground or dump it in any waterway.
- **Thoroughly clean all fishing and recreational equipment** (fishing nets, etc).
- **Clean and dry personal belongings, clothing, and footwear** that have come in contact with the water.
- **Wash, dry, and brush pets** that have been in the water.
- **Keep your watercraft dry for at least five days in warm, dry weather and up to 30 days in cool, moist weather** before launching into a freshwater.

Day boats or those that "come and go" and spend only a few hours in the water are still at risk for picking up and transporting mussels that may be attached to aquatic weeds. The basic cleaning steps apply to any and all watercraft.

Additional steps for specific boats follow.

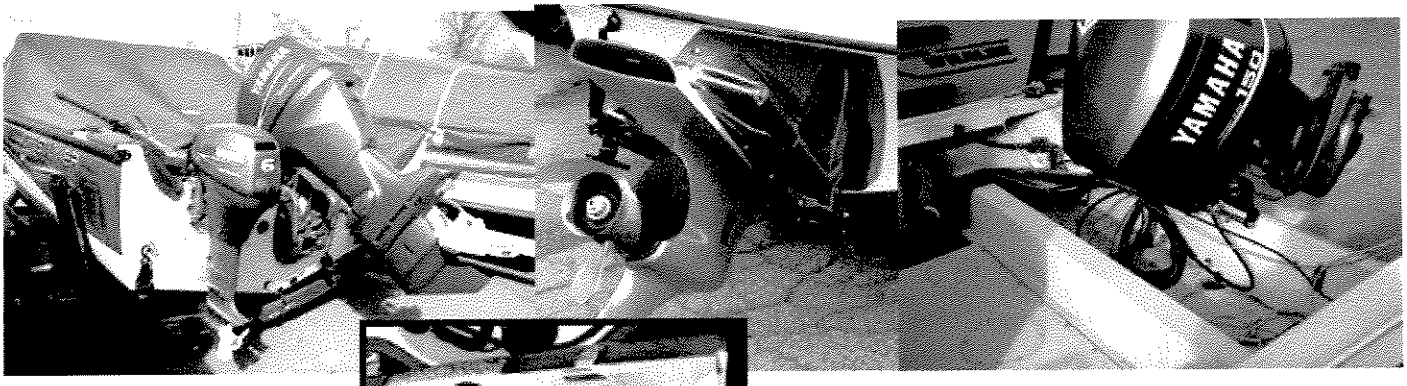
Vessels that are slipped and moored at infested waters run greater risk of having settlers and adult mussels.

EXHIBIT D

COUNTY OF LOS ANGELES
DEPARTMENT OF PARKS AND RECREATION
AQUATIC INVASIVE SPECIES

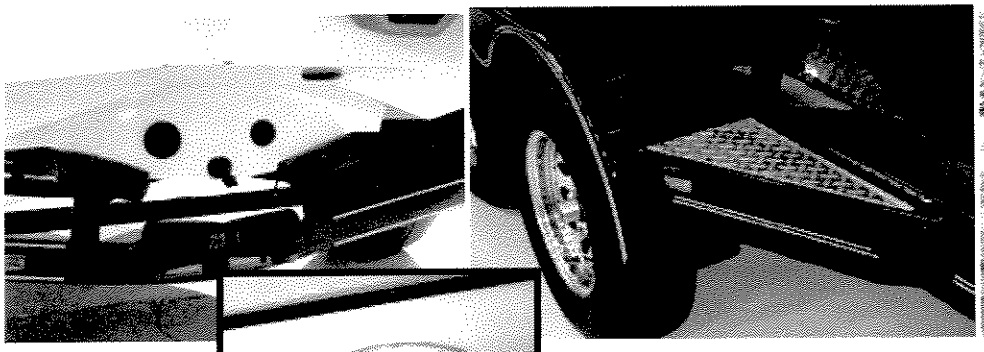
General Inspection and Cleaning

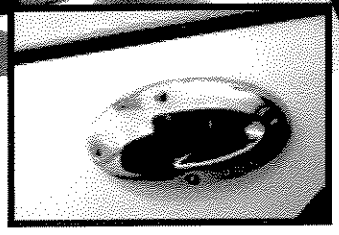
- **Boat Exterior:** Entire hull, floor, transom wall, ballast tanks, ropes and lines, anchors, lights, pitot tube, depth sounders, trim tabs, cavitation plates, thru-hull fittings, depth transducers, water intakes and outlets
- **Motor:** Entire exterior housing, propeller, propeller shaft, propeller shaft support, propeller guards, propulsion units, lower unit, gimbal area, water intakes and outlets
- **Boat Equipment and Contents:** All fishing nets and other fishing equipment, lines and ropes, float belts, life jackets, float cushions, water skis and tow ropes, ski gloves, equipment lockers, waterfowl decoys and camouflage blinds, clothing and footwear, floats, fenders, dock guards inner tubes and other inflatable items, downriggers and other fishing equipment, bait containers/buckets and live wells, trolling motors, and internal ballast tanks
- **Trailer:** Trailer frame, axles, license plate and holders, lights and wiring, fenders, hangers, trailer tires and wheels, rollers and bunks, wiring, springs, pockets and hollow spaces

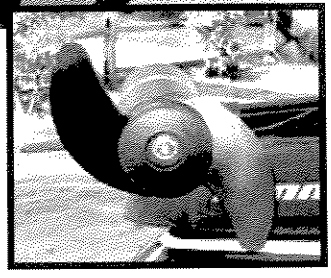


Drain the engine, dry the motor well, check the prop and system components, clean trolling motors, make sure everything is drained and dried. Remove all aquatic weeds.

Photos Utah State Parks California Department of Fish and Game







Be sure to check the trailer for aquatic weeds and other areas on the boat like bow lights.

All vessels should be cleaned, drained, and dried!