



COUNTY OF LOS ANGELES  
DEPARTMENT OF PARKS AND RECREATION  
*"Parks Make Life Better!"*

Norma E. García-González, Director

Alina Bokde, Chief Deputy Director

July 8, 2025

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

Dear Supervisors:

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

**SUBJECT**

Approval of the recommended actions will delegate authority to the Director of Parks and Recreation, or her designee, to execute the license agreement with California State University, Northridge, for the use of the Boating Instruction and Safety Center, located within the Castaic Lake Recreation Area, to conduct instructional academic classes in boating instruction and water safety.

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Find that the proposed actions are categorically exempt from the California Environmental Quality Act, for the reasons stated in this Board letter and the record.
2. Delegate authority to the Director of Parks and Recreation, or her designee, to negotiate and execute Amendment Number Four, upon approval as to form by County Counsel, to extend Agreement 10342 with the California State University, Northridge, for six additional month-to-month periods.
3. Delegate authority to the Director of Parks and Recreation, or her designee, to execute a license agreement, substantially similar to the attached sample agreement, upon approval as to form by County Counsel, to authorize California

State University, Northridge to operate the Boating Instruction and Safety Center, as mutually agreed with the County, to conduct instructional academic classes in boating instruction and water safety, for an initial term of five years and one additional five-year extension option, for a maximum term of ten years.

4. Delegate authority to the Director of Parks and Recreation, or her designee, to exercise the additional five-year extension option, if, in her opinion, the Licensee has complied with the License Agreement's terms and conditions during the previous term; and to amend, suspend, terminate, or assign this License Agreement, if deemed necessary, in accordance with the approved terms and conditions of the License Agreement.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The Castaic Lake State Recreation Area (Castaic Lake) is owned by the State of California (State) and operated by the County of Los Angeles (County) under an existing operating agreement (Operating Agreement) with the State for the operation and maintenance of Castaic Lake.

The Department of Parks and Recreation (Department) and California State University, Northridge (CSUN) have maintained a long-standing partnership centered on aquatic education and safety programming at the Boating Instruction and Safety Center (BISC). For decades, CSUN has collaborated with the Department to deliver instructional and community-focused aquatic programs, reinforcing a shared commitment to public safety, environmental stewardship, and expanding recreational access.

CSUN, through its curriculum, offers an Aquatic Safety Program that provides instruction, education, and training in the safe use of water skis, boats, and similar watercraft, including, but not limited to, boat launching and recovery from the dock area.

The recommended actions will allow for the extension of the current agreement to ensure there is no disruption in programming or operations while the new license agreement is finalized and executed. Additionally, it will delegate authority to the Director to execute the new license agreement for the use of the BISC to provide CSUN the space to conduct its Aquatic Safety Program and store the necessary instructional equipment.

Under the new license agreement, in addition to an annual rental fee, and in recognition of a long-standing partnership with the Department, CSUN will continue providing at least one community benefit program per year at no cost to the public in alignment with the Aquatic Safety Program curriculum.

The BISC also serves as a critical hub for the Department to deliver high-quality community services and expand access to aquatic safety education, youth recreation programs, and trainings, including a lifeguard training program and other related classes

to aquatic professionals. Maintaining access to and use of the BISC is essential to supporting a partnership with CSUN and advancing the Department's mission to promote public engagement, water safety, and year-round programming for youth and families.

To advance and support the Department's aquatic programming goals, the Department plans to activate and expand year-round recreational and safety offerings at the BISC. These could include kayaking, lifeguard training, diving and scuba certification, and first responder and Emergency Medical Technician training. The Department will also coordinate with CSUN to enhance scheduling and communication in support of both academic and public-serving uses of the facility.

### **Implementation of Strategic Plan Goals**

The recommended actions uphold the County's Strategic Plan Goals to Improve Health Outcomes, by promoting comprehensive, inclusive, culturally-responsible care, health lifestyles, and the improvement of physical health outcomes (North Star 1.A.ii); Foster Vibrant and Resilient Communities, by increasing support for student and family school engagement and well-being through expansion of integrated student supports (North Star 2.F.iii), Manage and Maximize County Assets, by maximizing the use of County assets, guide strategic investments (including real estate and space management) in ways that are fiscally responsible and in alignment with the County's highest priority needs (North Star 3.G.ii).

### **FISCAL IMPACT/FINANCING**

CSUN shall pay the annual rent for the use of designated spaces in three equal installments as mutually agreed by CSUN and the Department. Commencing on September 1<sup>st</sup> of each subsequent year throughout the Agreement Term, the annual rent will increase and be rounded to the nearest dollar amount.

### **OPERATING BUDGET IMPACT**

CSUN's Aquatic Safety Program is a financially self-supporting unit of the CSUN's Department of Recreation and Leisure Studies. The rent revenues received from the recommended license agreement will be deposited into the Department's Operating Budget to help offset the County's maintenance costs of the BISC.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The County and the State entered into Operating Agreement No. 15764 (the "Operating Agreement") on November 18, 1969, in which the Department is authorized to provide a variety of recreational activities at Castaic Lake. These activities include, but are not limited to, hiking, mountain biking, overnight camping, picnicking, recreational events,

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boating, fishing, water skiing, and other water-based recreation, while also maintaining and overseeing the management of the area.

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

Approval of the recommended actions is consistent with said Government Code.

The Sample License Agreement, Attachment I, contains terms and conditions supporting your Board of Supervisors (Board) ordinances, policies, and programs. The CEO's Risk Management Office has approved the insurance, indemnification, and liability provisions included in the Sample License Agreement.

County Counsel will approve the License Agreement as to form prior to the Director of Parks and Recreation (Director), or her designee, executing the License Agreement.

### **ENVIRONMENTAL DOCUMENTATION**

The proposed actions are categorically exempt from the California Environmental Quality Act (CEQA). The actions, which will delegate authority to the Director, or her designee, to execute a license agreement with CSUN for the use of the BISC located within Castaic Lake to conduct instructional academic classes in boating and water safety, are within a class of projects that have been determined not to have a significant effect on the environment and which meet the criteria set forth in section 15323 of the State CEQA Guidelines and Class 23 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. The actions provide for the normal operations of existing facilities for public gatherings for which the facilities were designed, where there is a history of the facility being used for the same or similar kind of purpose.

In addition, based on the records related to the proposed actions, they will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code section 65962.5, or indications that they may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

Upon your Board's approval of the recommended actions, the department will file a Notice of Exemption with the County Clerk in accordance with section 21152 of the California Public Resources Code.

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

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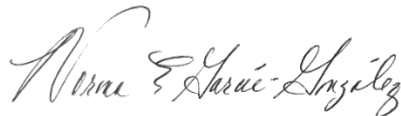
Approval of the recommended actions will allow CSUN to use BISC to conduct water safety instruction and training and offer a public benefit program that enhances community well-being and promotes recreational safety. The proposed License Agreement will not negatively affect current County services or projects at Castaic Lake Recreation Area.

### **CONCLUSION**

Please instruct the Executive Officer of the Board to forward an adopted copy of the action taken by your Board to the Department.

Should you have any questions please contact Mr. Ruben Lopez at (626) 588-5278 or via-email at [rlopez@parks.lacounty.gov](mailto:rlopez@parks.lacounty.gov) or Mr. Ruben Egoyan at (626) 588-5266 or via email at [regoyan@parks.lacounty.gov](mailto:regoyan@parks.lacounty.gov) or Johanna Hernandez at (626) 588-5098 or via at [bll@parks.lacounty.gov](mailto:bll@parks.lacounty.gov).

Respectfully submitted,



Norma E. García-González  
Director

NEGG:AB:MR  
RL:BT:RE:AA:rc

Attachment

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



**LICENSE AGREEMENT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES**

**AND**

**CALIFORNIA STATE UNIVERSITY NORTHRIDGE**

**FOR THE USE OF THE BOATING INSTRUCTION AND SAFETY  
CENTER WITHIN THE WARREN M. DORN  
COMPLEX AT CASTAIC LAKE RECREATION AREA  
FOR AQUATIC SAFETY PROGRAMS**

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## STANDARD EXHIBITS

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- B** Castaic Lake Recreation Area Site Map
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**LICENSE AGREEMENT BETWEEN  
COUNTY OF LOS ANGELES AND CALIFORNIA STATE UNIVERSITY NORTHRIDGE  
FOR THE USE OF THE BOATING INSTRUCTION AND SAFETY CENTER  
WITHIN THE WARREN M. DORN COMPLEX AT CASTAIC LAKE RECREATION AREA  
FOR AQUATIC SAFETY PROGRAMS**

This License Agreement ("Agreement"), made and entered into on \_\_\_\_\_ day of \_\_\_\_\_, 2025 ("Execution Date"), by and between the County of Los Angeles, hereinafter referred to as "**County**" and California State University Northridge, an agency of the State of California hereinafter referred to as "**CSUN**"

**RECITALS**

**WHEREAS**, Castaic Lake Recreation Area is part of the State Water Project, owned by the California Department of Water Resources, located in northwestern Los Angeles County near the community of Castaic, north of Santa Clarita, at 32132 Castaic Lake Drive, Castaic, CA 91384; and

**WHEREAS**, the County and the State of California (State) entered into an Operating Agreement on November 18, 1969 (Operating Agreement), whereby the County agreed to operate, maintain, and control Castaic Lake Recreation Area for 50 years, with an expiration date of November 17, 2019; and since then, the County Board of Supervisors (Board) has authorized several extensions to the Operating Agreement to allow continued operations and facilitate negotiations with the State, including: a month-to-month extension not exceeding 24 months through November 17, 2021 (approved on November 5, 2019); a two-year extension through November 17, 2023 (approved on November 2, 2021); and most recently, on November 7, 2023, an additional two-year extension with a month-to-month holdover not exceeding 12 months, for a total of three years, to complete negotiations with the State for a new operating agreement for Castaic Lake Recreation Area; and

**WHEREAS**, the Board may lease or license use of any real property belonging to the County for a duration of not more than ten years and having an estimated monthly rental not exceeding \$10,000 by the provisions of Government Code Section 25537 and County Code of Ordinances section 2.08.159; and

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

**WHEREAS**, CSUN is an educational institution providing academic and community-based programs that promote education and skill development; and

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

**WHEREAS**, CSUN intends to use the Boating Instruction and Safety Center (BISC) to conduct instructional academic classes in boating instruction and water safety, complementing the existing recreational opportunities at Castaic Lake Recreation Area.

**NOW THEREFORE**, in consideration of the mutual promises, covenants and conditions set forth herein, the parties agree to the following:

## **1.0 APPLICABLE DOCUMENTS**

Exhibits A through P are attached to and form a part of this License Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base License Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency will be resolved by giving precedence first to the terms and conditions of the License Agreement and then to the Exhibits according to the following priority.

### **Standard Exhibits:**

- Exhibit A Licensed Premises/Site Plan
- Exhibit B Castaic Lake Recreation Area Site Map
- Exhibit C Castaic Lake Rules
- Exhibit D Aquatic Invasive Species
- Exhibit E Smoking Ban Ordinance
- Exhibit F License Acknowledgment and Confidentiality Agreement
- Exhibit G Safely Surrendered Baby Law
- Exhibit H Charitable Contributions Certification
- Exhibit I Watercraft Inspection Program
- Exhibit J Certificate of Compliance with Defaulted Tax Ordinance
- Exhibit K Zero Tolerance Policy on Human Trafficking Certification
- Exhibit L Compliance with Fair Chance Employment Hiring Practices Certification
- Exhibit M County's Administration
- Exhibit N Licensee's Administration
- Exhibit O Boating Law and Safety
- Exhibit P County of Los Angeles Department of Parks and Recreation Style Guide

This License Agreement constitutes the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this License Agreement. No change to this License Agreement will be valid unless prepared pursuant to Paragraph 8.1 (Amendments) and signed by both parties.

## 2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein must be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Afterbay:** The lower lake or lagoon at Castaic Lake Recreation Area.
- 2.2 **Agreement or License Agreement:** This agreement executed between County and CSUN. Included are all supplemental agreements amending or extending the service to be performed. The License Agreement sets forth the terms and conditions for the issuance and performance of all tasks, deliverables, services, and other work.
- 2.3 **Agreement Year:** The 365-day period commencing on the month following the approval of this Agreement by the Board Supervisors (Board) and must coincide with commencement of the Agreement and each following 365-day period thereafter throughout the term of this Agreement.
- 2.4 **Annual Plan:** A written document providing background information about the organization, business goals, marketing strategy and financial background.
- 2.5 **Board of Supervisors (Board):** The Board of the County acting as governing body.
- 2.6 **Building:** Any structure that is designed or intended to support, enclosure, shelter or protection of a person, animal, or property, having roof or roof covering.
- 2.7 **County:** The County of Los Angeles (County).
- 2.8 **County Observed Holidays:** Days on which County departments are closed for business in observance of significant events. A list of County observed holidays may be found on the County's website <https://lacounty.gov/government/about-lacounty/about/>.
- 2.9 **CSUN's Operation Manager:** The individual designated by the Licensee to administer the Agreement after the award.
- 2.10 **Day(s):** Calendar Day(s) unless otherwise specified.

- 2.11 Department:** The County of Los Angeles Department of Parks and Recreation which is entering into this License Agreement on behalf of the County of Los Angeles.
- 2.12 Director:** The Director of Parks and Recreation (Director) or an authorized representative thereof.
- 2.13 Licensee:** The sole proprietor, partnership, or corporation, non-profit, or other person or entity that has entered into this agreement with the County to use BISC for aquatic programs.
- 2.14 Licensed Premises:** BISC, which is owned by the State of California, operated by the County of Los Angeles Department of Parks and Recreation and located at 32132 Castaic Lake Drive, Castaic, CA, 91384.
- 2.15 Park:** Castaic Lake Recreation Area, located at 32132 Castaic Lake Drive, Castaic, CA 91384.
- 2.16 Park Superintendent:** County staff based at the Castaic Lake Recreation Area, responsible for overseeing the general operations, maintenance, and management of the recreation area, including the BISC.
- 2.17 State:** The State of California
- 2.18 Sublicense:** An agreement by the Licensee to grant certain rights or permissions to a third party (sublicensee) to perform specific services or obligations under this Agreement, subject to the terms and conditions of the original License Agreement.
- 2.19 Sublicensee:** Any individual, person or persons, sole proprietor, firm, partnership, joint venture, corporation, or other legal entity furnishing supplies, services of any nature, equipment, and/or materials to Licensee in furtherance of Licensee's performance of this License Agreement, at any tier, under oral or written agreement.
- 2.20 Trade Fixtures:** Those removable items brought into the BISC by the Licensee for the operation of their programs, not affixed to the property, and removable by the Licensee at the expiration of the Agreement. They are distinguished from improvements to real property which must be left intact when the Licensee vacates the premises.
- 2.21 Use Granted:** The privilege of engaging in the activities authorized herein on the public property designated, therefore.

### **3.0 USE GRANTED**

- 3.1** CSUN is hereby authorized to use the BISC to conduct instructional academic classes in boating instruction and water safety. Those classes shall be provided through CSUN's Aquatic Program, an education and instructional component of CSUN's community service curriculum.

- 3.2** CSUN is required to demonstrate consistent program offerings and participation to justify appropriate use of the Licensed Premises. The BISC, including the garage and adjacent gated parking area, shall not be used by CSUN for vessel or vehicle storage unless directly related to classes and programs during the term of the Agreement. In addition, the garage, storage area, and adjacent gated parking area are to be used in conjunction with ongoing active programs and events from CSUN. At the request of the Director or her designee, CSUN will provide records of agreement year programs that will include dates, participant numbers, vessels used, along with vessels and vehicle current registrations.
- 3.3** CSUN will be required to conduct instructional classes in the proper and safe use of water skis and gas and non-gas powdered watercraft. In addition, CSUN will be authorized to conduct programming in aquatic safety, including Red Cross Courses, Sailing Courses, Flat-Water Boating Courses, Powerboating, and other courses.
- 3.4** County retains the right to use the Licensed Premises and all its amenities in conjunction with CSUN's primary boating and safety instruction programs. County and CSUN will provide proposed schedules to each other to determine use of facilities, such as but not limited to classrooms, docks, kitchen, parking, etc. Parties will notify each other of planned programs and events 30 days in advance to reserve facility classroom(s) space accordingly. Schedule of programs must be submitted to the Park Superintendent on a mutually agreed terms.
- 3.5** CSUN will not rent any watercraft to the public. Further, CSUN will restrict use of its watercraft to the duly authorized member of its instructional classes and/or programs.
- 3.6** CSUN understands and agrees that the County has no control over the reduced water level in the lakes, and CSUN 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 will have no claim against the County for any reduction in the number of students or programs due to the health concerns, weather conditions, capacity restriction or any other factors affecting the lake. CSUN upon written approval by the Park Superintendent and Lifeguard Personnel, will retain the right to use the lake for its aquatic programs and any public restrictions by the County in the lakes will not apply to CSUN.
- 3.7** CSUN understands and agrees that its non-Licensed Premises programs may be moved to another location or cancelled with prior written notification for programs conducted by the County.
- 3.8** Instructional and program classes will be conducted from the Licensed Premises 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. Should water levels decrease preventing effective boat launching from the west launch ramp, CSUN may utilize the Upper Lake main



launch ramp pending written approval from the Park Superintendent and or Lake Aquatic Manager. All vessels will be subject to appropriate boat inspections per state and local regulations. All boats and vessels shall be inspected for aquatic invasive species by Castaic Lake Recreation Area (Castaic Lake) staff who are approved Quagga and non-native species boat and vessel inspectors. The Licensed Premises shall be used only for CSUN's authorized programs.

- 3.9** It is further understood that the Castaic Lake Recreation Area will be made freely accessible to the public for park and recreation purposes except as otherwise provided herein. CSUN shall make no claim against County for any damage or destruction of CSUN's personal property or for any inconvenience resulting from such public use of the Castaic Lake Recreation Area.
- 3.10** Unless otherwise set forth herein, the right and permission of CSUN is subordinate to the prior and paramount right of County to use said Castaic Lake Recreation Area for the public purposes to which it now is and may, at the option of the County, be devoted. CSUN undertakes and agrees to use Castaic Lake Recreation Area in such manner as will not diminish or unreasonably interfere with the full use and enjoyment by the public of the property lying outside of the boundaries of the Licensed Premises.
- 3.11** Routine site visits shall be scheduled during regular operating hours of the BISC. If emergency maintenance is required after regular park operating hours, CSUN shall notify the Park Superintendent or Aquatic Lake Manager immediately.
- 3.12** CSUN understands and agrees at no time will any use of the Licensed Premises be for monetary gain, such as rentals of any portion of Licensed Premises facility, Afterbay, or other areas within Castaic Lake State Recreation Area boundaries.
- 3.13** CSUN understands all motorized boating/vessel activities within Upper Lake will comply with current state and local regulations. CSUN understands the Lower Lake is restricted to non-motorized boats and vessels. All motorized boats and vessel activity is allowed on the Upper Lake via west launch ramp.
- 3.14** CSUN and the County will convene annually to collaboratively plan and coordinate programming activities. As part of this partnership CSUN will be required to submit a list of academic and community benefit program classes prior to the start of each academic year. Furthermore, CSUN will provide a comprehensive report on the outcomes of these programs, including metrics such as the number of participants, engagement levels, and other relevant success indicators. The reports must be submitted to the Park Superintendent with a copy to the County's Contract Analyst.
- 3.15** CSUN shall ensure that all vehicles and vessels stored at Castaic Lake Recreation Area always maintain current and valid registration. CSUN shall provide proof of registration upon request by the County. Failure to maintain current registration may result in the removal of the unregistered vehicle or vessel at CSUN's expense and/or constitute a breach of this Agreement.

## **4.0 TERM OF LICENSE AGREEMENT**

The Initial Term of this Agreement shall be for a period of five (5) years, with one (1) five-year option period to be exercised at the sole discretion of the Director for a maximum term of ten (10) years. The License Agreement is anticipated to commence on August 1, 2025, following approval of the Board.

In the event CSUN holds over beyond the term herein provided with the consent, expressed, and implied of County, said holdover shall be on a month-to-month basis only, not to exceed 12 months, and subject to the conditions of the agreement, including the three and one-half percent (3.5%) annual rent increase. This holdover shall not be a renewal thereof and shall be at the compensation provided herein consistent with the schedule of consideration provided for hereinafter.

## **5.0 CONSIDERATION**

- 5.1** In consideration of the rights granted herein, CSUN shall pay the annual rent in three equal installments as mutually agreed by CSUN and the Department.
- 5.2** Commencing on September 1 of each subsequent year throughout the Term, the annual rent will be subject to an increase, as mutually agreed upon by CSUN and the Department, and rounded to the nearest dollar amount.
- 5.3** Payment shall be by check or draft and made payable to the County of Los Angeles Department of Parks and Recreation and reference the License Agreement by name or number. 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.
- 5.4** A late payment charge of ten percent (10%) of the monthly rent due to the County shall be added to any payment received by the Treasurer-Tax Collector after the due date. CSUN shall incur and hereby agrees to pay a \$100.00 service fee for any check that is returned due to non-sufficient funds. For purposes of this Section 5.4, CSUN acknowledges that such payments are due on the first (1<sup>st</sup>) of each installment month, and County acknowledges that such payments shall not be subject to the late payment penalty set forth in the preceding sentence unless received after the fifth (5<sup>th</sup>) day of the applicable month when such payment was due. Furthermore, the late payment charges herein provided may be waived, whenever the Director finds late payment excusable by reason of extenuating circumstances. At no time during this License Agreement Term shall the County be obligated to notify CSUN of the accumulation of late payment charges.

## 6.0 LICENSED PREMISES

- 6.1** The Licensed Premises, Exhibit A, Licensed Premises/Site Plan, includes the main building, indoor boat storage, equipment and supply storage areas, lobby, staff work/reception area, office spaces, classrooms, kitchenette and kitchen area, bathrooms, conference/staff prep room, outdoor boat storage area, docks and launch ramp, and storage areas at top of launch ramp.
- 6.2** The Department reserves the sole discretion to reallocate space within the BISC and adjacent gated parking areas for Department use and programming if it determines that any such areas are not being utilized for their intended purposes or are being used solely for storage.

**CSUN's Exclusive Use and Shared Use Areas are mutually agreed upon, as outlined in Exhibit A – Licensed Premises/Site Plan.**

- 6.3** Use of other classrooms will be subject to the schedule provided by CSUN and approved by the Park Superintendent and/or Lake Aquatic Manager. Request for the use of other classrooms must be submitted 30 days in advance and must be approved by the Park Superintendent. Approval will be based on availability. Any assigned area other than office space can be utilized by the County, if not appropriately utilized by the Licensee, subject to Park Superintendent determination. Personal property such as equipment, boats, vessels, vehicles, trailers, etc. shall not be stored in the Licensed Premises, adjacent areas, nor within Castaic Lake State Recreation Area boundaries.
- 6.4** CSUN has had opportunity to inspect the Licensed Premises and accepts the Licensed Premises in its as-is condition and make no demands on the County for improvement or modification. In addition, CSUN will not make demands for deferred maintenance by County.
- 6.5** Prior written approval from the Director is required before CSUN commences any alterations or improvements to the Licensed Premises. Any alterations or improvements commenced by CSUN shall be at its sole cost and expense. CSUN shall be solely responsible for obtaining and permits or approvals for its alterations and improvements and must ensure that its alterations or improvements are ADA compliant.

## 7.0 HOURS OF OPERATION

CSUN's use of BISC area shall be consistent with Castaic Lake Recreation Area hours of operations per the Parks Department Operations Plan. Use of BISC outside of Parks Department Operations Plan will be subject to approval by the Park Superintendent and coverage of additional staffing costs as determined by the Park Superintendent. If additional staffing is required to support CSUN's programming, CSUN shall be invoiced for any additional staff and/or staffing hours required. The invoice will be based on Los Angeles County annual salary rate.

CSUN scheduled days and hours of operation including all activities shall be conducted within current Castaic Lake Recreation Area hours of operation. CSUN's scheduled days and hours of operation shall be developed by CSUN and thereafter submitted for Park Superintendent's approval three times a year, 30 days prior to the commencement of each semester. Said approval shall not be unreasonably withheld.

Current Castaic Lake Recreation Area Operational Hours are:  
March 1 – October 31 (Monday – Sunday): 5:00 AM – 8:00 PM  
November 1 – February 28/29 (Monday – Sunday): 6:00 AM – 7:00 PM  
Park hours are subject to change.

Castaic Lower Lake Hours of Operation  
(Non-Motorized Boats)  
(Monday – Sunday): 6:00 AM – 7:00 PM

## **8.0 STANDARD TERMS AND CONDITIONS**

### **8.1 Amendments**

**8.1.1** In the event the County's Board or its designee requires the addition and/or change of certain terms and conditions in the License Agreement during the Term, the Director has the authority to negotiate such additions/or changes to such provisions as required by the Board. To implement such additions or changes, a mutually agreeable and negotiated Amendment to the License Agreement must be prepared and executed by the Director and Licensee. If the parties to this License Agreement do not mutually agree to the additions or changes as required by the Board, then either party can terminate this License Agreement on a 30 days' written notice to the other party, and the parties will have no further liability or obligations to each other under this License Agreement as of the effective date of such termination.

**8.1.2** Notwithstanding the above, this document may be modified only by further written agreement between the parties. Any such modification must not be effective unless and until executed by Licensee and, in the case of the County, until executed by the Director.

### **8.2 Assignment and Delegation/Mergers or Acquisitions**

**8.2.1** The Licensee must notify the County of any pending acquisitions/mergers of its company unless otherwise legally prohibited from doing so. If the Licensee is restricted from legally notifying the County of pending acquisitions/mergers, then it should notify the County of the actual acquisitions/mergers as soon as the law allows and provide to the County

the legal framework that restricted it from notifying the County prior to the actual acquisitions/mergers.

**8.2.2** Licensee must not assign, delegate, or transfer its rights or delegate its duties under this License Agreement, or both, whether in whole or in part, without the prior written consent of the Director, in its reasonable discretion, and any attempted assignment or delegation without such prior written consent will be null and void. For purposes of this subparagraph, Director's consent will require a written amendment to the License Agreement, formally approved and executed by the Director and Licensee.

**8.2.3** Any assumption, assignment, delegation, or takeover of any of the Licensee's duties, responsibilities, obligations, or performance of same by any person or entity other than the Licensee, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, will be a material breach of the License Agreement which may result in the termination of this License Agreement. In the event of such termination, County will be entitled to pursue the same remedies against Licensee as it could pursue on the event of default by Licensee.

### **8.3 Authorization Warranty**

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

### **8.4 Confidentiality**

**8.4.1** Licensee must maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

**8.4.2** Licensee must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or sublicensee, to comply with this Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this

Paragraph will be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee will not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

**8.4.3** Licensee must inform all of its officers, employees, agents and sublicensees providing services hereunder of the confidentiality provisions of this License Agreement. Licensee must sign and adhere to the provisions of the "Licensee Acknowledgement and Confidentiality Agreement", Exhibit F.

## **8.5 Complaints**

The Licensee must develop and maintain operating procedures for receiving, investigating and responding to complaints.

### **8.5.1 Complaint Procedures**

- Within fifteen (15) business days after the License Agreement effective date, the Licensee must provide the County with the Licensee's procedures for receiving, investigating and responding to user complaints.
- The County will review the Licensee's procedures and provide the Licensee with approval of said procedures or with requested changes.
- If the County requests changes in the Licensee's procedures, the Licensee must make such changes and resubmit the procedures within ten (10) business days for County approval.
- If, at any time, the Licensee wishes to change the Licensee's procedures, the Licensee must submit proposed changes to the County for approval before implementation.
- The Licensee must preliminarily investigate all complaints and notify the Park Superintendent of the status of the investigation within five (5) business days of receiving the complaint.
- When complaints cannot be resolved informally, a system of follow-through will be instituted which adheres to formal plans for specific actions and strict time deadlines.
- Copies of all written responses must be sent to the Park Superintendent within five (5) business days of mailing to the complainant.

## **8.6 Compliance with Applicable Laws**

**8.6.1** In the performance of this Agreement, Licensee must comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

**8.6.2** Licensee must indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Licensee, its officers, employees, agents, or sublicensees, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Licensee's indemnification obligations under this Paragraph will be conducted by Licensee and performed by counsel selected by Licensee and approved by County. Notwithstanding the preceding sentence, County will have the right to participate in any such defense at its sole cost and expense, except that in the event Licensee fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County will be entitled to retain its own counsel, including, without limitation, County Counsel, and to reimbursement from Licensee for all such costs and expenses incurred by County in doing so. Licensee will not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

## **8.7 Compliance with Civil Rights Laws**

The Licensee hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person will, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement. Additionally, Licensee certifies to the County:

- 8.7.1** That Licensee has a written policy statement prohibiting discrimination in all phases of employment.
- 8.7.2** That Licensee periodically conducts a self-analysis or utilization analysis of its work force.
- 8.7.3** That Licensee has a system for determining if its employment practices are discriminatory against protected groups.

- 8.7.4 Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables.

## **8.8 Compliance with the County's Jury Service Program**

### **8.8.1 Jury Service Program**

This Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in [Sections 2.203.010 through 2.203.090 of the Los Angeles County Code](#).

### **8.8.2 Written Employee Jury Service Policy**

- Unless the Licensee has demonstrated to the County's satisfaction either that the Licensee is not a "Contractor" as defined under the Jury Service Program ([Section 2.203.020 of the County Code](#)) or that the Licensee qualifies for an exception to the Jury Service Program ([Section 2.203.070 of the County Code](#)), the Licensee must have and adhere to a written policy that provides that its Employees will receive from the Licensee, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Licensee or that the Licensee deduct from the Employee's regular pay the fees received for jury service.
- For purposes of this paragraph, "Contractor" means a person, partnership, corporation or other entity which has an agreement with the County or a sublicense with a County Contractor and has received or will receive an aggregate sum of fifty thousand dollars (\$50,000) or more in any twelve (12) month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Licensee. "Full-time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12) month period are not considered full-time for purposes of the Jury Service Program. If the Licensee uses any sublicensees to perform services for the County under the Agreement, the sublicensee will also be subject to the provisions of this paragraph. The provisions of this paragraph will be inserted into any such sublicense agreement and a copy of the Jury Service Program must be attached to the Agreement.



- If the Licensee is not required to comply with the Jury Service Program when the License Agreement commences, the Licensee will have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Licensee must immediately notify the County if the Licensee at any time either comes within the Jury Service Program’s definition of “Licensee” or if the Licensee no longer qualifies for an exception to the Jury Service Program. In either event, the Licensee must immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreement and at its sole discretion, that the Licensee demonstrate, to the County’s satisfaction that the Licensee either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Licensee continues to qualify for an exception to the Program.
- Licensee’s violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement and/or bar the Licensee from the award of future County contracts for a period of time consistent with the seriousness of the breach.

## **8.9 Conflict of Interest**

- 8.9.1** 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, will be employed in any capacity by the Licensee or have any other direct or indirect financial interest in this Agreement. No officer or employee of the Licensee who may financially benefit from the performance of work hereunder will 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.
- 8.9.2** The Licensee must comply with all conflict-of-interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement. The Licensee warrants that it is not now aware of any facts that create a conflict of interest. If the Licensee hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it must immediately make full written disclosure of such facts to the County. Full written disclosure must include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this paragraph will be a material breach of this Agreement.

#### **8.10 Consideration of Hiring County Employees Targeted for Layoffs or are on a County Re-Employment List**

Should the Licensee require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, the Licensee must give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Agreement.

#### **8.11 Consideration of Hiring GAIN/START Participants**

**8.11.1** Should the Licensee require additional or replacement personnel after the effective date of this Agreement, the Licensee will give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or Skills and Training to Achieve Readiness for Tomorrow (START) Program who meet the Licensee's minimum qualifications for the open position. For this purpose, consideration will mean that the Licensee will interview qualified candidates. The County will refer GAIN/START participants by job category to the Licensee. Licensees must report all job openings with job requirements to: [gainstart@dpss.lacounty.gov](mailto:gainstart@dpss.lacounty.gov) and [BSERVICES@OPPORTUNITY.LACOUNTY.GOV](mailto:BSERVICES@OPPORTUNITY.LACOUNTY.GOV) and DPSS will refer qualified GAIN/START job candidates.

**8.11.2** In the event that both laid-off County employees and GAIN/START participants are available for hiring, County employees must be given first priority.

#### **8.12 Licensee Responsibility and Debarment**

##### **8.12.1 Responsible Licensee**

A responsible Licensee is a Licensee who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Agreement. It is the County's policy to conduct business only with responsible Licensees.

##### **8.12.2 Chapter 2.202 of the County Code**

The Licensee is hereby notified that, in accordance with [Chapter 2.202 of the County Code](#), if the County acquires information concerning the performance of the Licensee on this or other Agreements which indicates that the Licensee is not responsible, the County may, in addition to other remedies provided in the Agreement, debar the Licensee from bidding or proposing on, or being awarded, and/or performing work on County agreements for a specified period of time, which generally will not exceed five (5) years but may exceed five (5) years or be permanent if warranted

by the circumstances, and terminate any or all existing agreements the Licensee may have with the County.

#### **8.12.3 Non-responsible Licensee**

The County may debar a Licensee if the Board finds, in its discretion, that the Licensee has done any of the following: 1) violated a term of an Agreement with the County or a nonprofit corporation created by the County, 2) committed an act or omission which negatively reflects on the Licensee's quality, fitness or capacity to perform an Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against the County or any other public entity.

#### **8.12.4 Licensee Hearing Board**

- If there is evidence that the Licensee may be subject to debarment, the Department will notify the Licensee in writing of the evidence which is the basis for the proposed debarment and will advise the Licensee of the scheduled date for a debarment hearing before the Licensee Hearing Board.
- The Licensee Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Licensee and/or the Licensee's representative will be given an opportunity to submit evidence at that hearing. After the hearing, the Licensee Hearing Board will prepare a tentative proposed decision, which will contain a recommendation regarding whether the Licensee should be debarred, and, if so, the appropriate length of time of the debarment. The Licensee and the Department will be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board.
- After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Licensee Hearing Board will be presented to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Licensee Hearing Board.
- If a Licensee has been debarred for a period longer than five (5) years, that Licensee may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Licensee has adequately demonstrated one or more of the following: 1) elimination of

the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of the County.

- The Licensee Hearing Board will consider a request for review of a debarment determination only where 1) the Licensee has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Licensee Hearing Board will provide notice of the hearing on the request. At the hearing, the Licensee Hearing Board will conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing will be conducted and the request for review decided by the Licensee Hearing Board pursuant to the same procedures as for a debarment hearing.
- The Licensee Hearing Board's proposed decision will contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Licensee Hearing Board will present its proposed decision and recommendation to the Board. The Board will have the right to modify, deny, or adopt the proposed decision and recommendation of the Licensee Hearing Board.

#### **8.12.5 Sublicensees of Licensee**

These terms will also apply to sub-licensees of County licensees.

#### **8.13 Licensee's Acknowledgement of County's Commitment to Safely Surrendered Baby Law**

The Licensee acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Licensee understands that it is the County's policy to encourage all County licensees to voluntarily post the County's poster, Exhibit G (Safely Surrendered Baby Law) in a prominent position at the Licensee's place of business. The Licensee will also encourage its sub-licensees, if any, to post this poster in a prominent position in the sub-licensee's place of business. Information and posters for printing are available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

#### **8.14 Licensee's Warranty of Adherence to County's Child Support Compliance Program**

**8.14.1** The Licensee acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contracts are in compliance with their court-ordered child, family and

spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

**8.14.2** As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Licensee's duty under this Agreement to comply with all applicable provisions of law, the Licensee warrants that it is now in compliance and will during the term of this Agreement, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and will implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

### **8.15 County's Quality Assurance Plan**

The County or its agent(s) will monitor the Licensee's performance under this Agreement on not less than an annual basis. Such monitoring will include assessing the Licensee's compliance with all Agreement terms and conditions and performance standards. Licensee deficiencies which the County determines are significant or continuing and that may place performance of the Agreement in jeopardy if not corrected will be reported to the Board and listed in the appropriate Licensee performance database. The report to the Board will include improvement/corrective action measures taken by the County and the Licensee. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreement or impose other penalties as specified in this Agreement.

### **8.16 Damage to County Facilities, Buildings or Grounds**

**8.16.1** The Licensee will repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Licensee or employees or agents of the Licensee. Such repairs must be made immediately after the Licensee has become aware of such damage, but in no event later than 30 days after the occurrence.

**8.16.2** If the Licensee fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs must be repaid by the Licensee by cash payment upon demand.

### **8.17 Destruction of Premises and Construction by County Affecting Premises**

In the event the Licensed Premises shall be totally or partially destroyed, and in County's reasonable judgment the damage or destruction substantially and adversely affect the effective use of the premises, this License Agreement shall terminate immediately upon written notice by either Party. In such event, all rights

and obligations of the parties shall cease as of the date of the damage or destruction, except if caused by County, in which event Licensee shall have all rights and remedies available to it under law and equity, and Licensee will be entitled to the reimbursement of any rent prepaid by Licensee. If Licensee elects to continue this License Agreement, then rent may be abated until the Licensed Premises are restored by County to the condition existing immediately prior to such damage or destruction at the Director's discretion. If Licensee elects to continue this License Agreement, County agrees to permit Licensee's placement of temporary facilities, at the sole cost of Licensee, in a mutually agreeable location during restoration work for a period up to 12 months. Such temporary facilities shall be governed by all of the terms and conditions of this Agreement, including rent.

## **8.18 Employment Eligibility Verification**

**8.18.1** The Licensee warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Licensee must obtain from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Licensee must retain all such documentation for all covered employees for the period prescribed by law.

**8.18.2** The Licensee must indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Licensee or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement.

## **8.19 Counterparts and Electronic Signatures and Representations**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same Agreement. The facsimile, email or electronic signature of the parties will be deemed to constitute original signatures, and facsimile or electronic copies hereof will be deemed to constitute duplicate originals.

The County and the Licensee hereby agree to regard electronic representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to Paragraph 8.1 (Amendments) and received via communications facilities (facsimile, email or

electronic signature), as legally sufficient evidence that such legally binding signatures have been affixed to Amendments to this Agreement.

## **8.20 Fair Labor Standards**

The Licensee must comply with all applicable provisions of the Federal Fair Labor Standards Act and must indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Licensee's employees for which the County may be found jointly or solely liable.

## **8.21 Force Majeure**

**8.21.1** Neither party will be liable for such party's failure to perform its obligations under and in accordance with this Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's sub-licensees), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this paragraph as "force majeure events").

**8.21.2** Notwithstanding the foregoing, a default by a sublicensee of Licensee will not constitute a force majeure event, unless such default arises out of causes beyond the control of both Licensee and such sublicensee, and without any fault or negligence of either of them. In such case, Licensee will not be liable for failure to perform, unless the goods or services to be furnished by the sub-licensee were obtainable from other sources in sufficient time to permit Licensee to meet the required performance schedule. As used in this subparagraph, the term "sublicensee" and "sublicensees" mean sublicensees at any tier.

**8.21.3** In the event Licensee's failure to perform arises out of a force majeure event, Licensee agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

## **8.22 Governing Law, Jurisdiction, and Venue**

This Agreement will be governed by, and construed in accordance with, the laws of the State of California. The Licensee agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agrees and consents that venue of any action brought hereunder will be exclusively in the County.

## **8.23 Independent Licensee Status**

**8.23.1** This Agreement is by and between the County and the Licensee and is not intended, and must not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Licensee. The employees and agents of one party must not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

**8.23.2** The Licensee will be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement all compensation and benefits. The County will have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Licensee.

**8.23.3** The Licensee understands and agrees that all persons performing work pursuant to this Agreement are, for purposes of Workers' Compensation liability, solely employees of the Licensee and not employees of the County. The Licensee will be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Licensee pursuant to this Agreement.

**8.23.4** The Licensee must adhere to the provisions stated in Paragraph 8.4 (Confidentiality).

## **8.24 Indemnification**

The Licensee must indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers (County Indemnitees) and the State of California 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 and/or relating to this Agreement, except for such loss or damage arising from the sole negligence or willful misconduct of the County indemnitees. Lessee's duty to indemnify the County, the State of California, their agents, offices, and employees shall survive the expiration or other termination of this Agreement.

## **8.25 General Provisions for all Insurance Coverage**

**8.25.1** Without limiting Licensee's indemnification of County, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement have been met, Licensee must provide and maintain at its own expense insurance coverage satisfying the requirements specified in Paragraphs 8.25, General Provisions for all Insurance Coverage, and 8.26, Insurance Coverage, of this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in



addition to and separate from any other contractual obligation imposed upon Licensee pursuant to this Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Licensee for liabilities which may arise from or relate to this Agreement.

#### **8.25.2 Evidence of Coverage and Notice to County**

- 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 Licensee's General Liability policy, must be delivered to County at the address shown below and provided prior to commencing services under this Agreement.
- Renewal Certificates must be provided to County not less than ten (10) days prior to Licensee's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required licensee and/or sub-licensee insurance policies at any time.
- Certificates must identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate must match the name of the Licensee identified as the contracting party in this Agreement. Certificates must 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 dollars (\$50,000), 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 the Licensee, its insurance broker(s) and/or insurer(s), will be construed as a waiver of any of the Required Insurance provisions.
- Certificates and copies of any required endorsements must be sent to:

County of Los Angeles  
Department of Parks and Recreation  
Contracts and Procurement Division  
1000 S. Fremont Ave., Unit #40  
Alhambra, CA 91803
- Licensee also must promptly report to County any injury or property damage accident or incident, including any injury to a Licensee employee occurring on County property, and any loss, disappearance,

destruction, misuse, or theft of County property, monies or securities entrusted to Licensee. Licensee also must promptly notify County of any third-party claim or suit filed against Licensee or any of its sub-licensees which arises from or relates to this Agreement and could result in the filing of a claim or lawsuit against Licensee and/or County.

#### **8.25.3 Additional Insured Status and Scope of Coverage**

The County, its Special Districts, Elected Officials, Officers, Agents, employees and volunteers (collectively County and its Agents) must be provided additional insured status under Licensee's General Liability policy with respect to liability arising out of Licensee's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status will apply with respect to liability and defense of suits arising out of the Licensee's acts or omissions, whether such liability is attributable to the Licensee or to the County. The full policy limits and scope of protection also must apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

#### **8.25.4 Cancellation of or Changes in Insurance**

Licensee must provide County with, or Licensee's insurance policies must contain a provision that County will 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 must be provided to County at least 10 days in advance of cancellation for non-payment of premium and 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 Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Agreement.

#### **8.25.5 Failure to Maintain Insurance**

Licensee's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance will constitute a material breach of the Agreement, upon which County immediately may withhold payments due to Licensee, and/or suspend or terminate this Agreement. County, at its sole discretion, may obtain damages from Licensee resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Licensee, deduct the premium cost from sums due to Licensee or pursue Licensee reimbursement.

#### **8.25.6 Insurer Financial Ratings**

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

#### **8.25.7 Licensee's Insurance Must Be Primary**

Licensee's insurance policies, with respect to any claims related to this Agreement, must be primary with respect to all other sources of coverage available to Licensee. Any County maintained insurance or self-insurance coverage must be in excess of and not contribute to any Licensee coverage.

#### **8.25.8 Waivers of Subrogation**

To the fullest extent permitted by law, the Licensee hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Agreement. The Licensee must require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

#### **8.25.9 Sublicensee Insurance Coverage Requirements**

Licensee must include all sublicensees as insureds under Licensee's own policies or must provide County with each sub-licensee's separate evidence of insurance coverage. Licensee will be responsible for verifying each sublicensee complies with the Required Insurance provisions herein and must require that each sublicensee name the County and Licensee as additional insureds on the sublicensee's General Liability policy. Licensee must obtain County's prior review and approval of any sublicensee request for modification of the Required Insurance.

#### **8.25.10 Deductibles and Self-Insured Retentions (SIRs)**

Licensee's policies will not obligate the County to pay any portion of any Licensee deductible or SIR. The County retains the right to require Licensee to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Licensee's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond must be executed by a corporate surety licensed to transact business in the State of California.

#### **8.25.11 Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date must precede the effective date of this Agreement. Licensee understands and agrees it will maintain such coverage for a period of not less than three (3) years following Agreement expiration, termination or cancellation.

#### **8.25.12 Application of Excess Liability Coverage**

Licensees may use a combination of primary, and excess insurance policies which provide coverage as broad as (“follow form” over) the underlying primary policies, to satisfy the Required Insurance provisions.

#### **8.25.13 Separation of Insureds**

All liability policies must provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

#### **8.25.14 Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Licensee 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 must be designated as an Additional Covered Party under any approved program.

#### **8.25.15 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.

#### **8.25.16 Compensation for County Costs**

In the event that the Licensee fails to comply with any of the indemnification or insurance requirements of this License Agreement, and such failure to comply results in any costs to the County, the Licensee must pay full compensation for all costs incurred by the County.

#### **8.25.17 Notification of Incidents, Claims, or Suits**

Licensee must report to County:

- a. Any accident which involves injury or property damage which may result in the filing of a claim or lawsuit against Licensee and/or County. Such report must be made in writing within 48 hours of Licensee’s notice thereof.
- b. Any third-party claim or lawsuit filed against Licensee arising from or related to services performed by Licensee under this License Agreement.
- c. Any injury to a Licensee employee which occurs on the Licensed Premises. This report must be submitted on a County “Non-employee Injury Report” to the County License Agreement manager.

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

## 8.26 Insurance Coverage

**8.26.1 Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$10 million
Products/Completed Operations Aggregate:	\$2 million
Personal and Advertising Injury:	\$5 million
Each Occurrence:	\$5 million

**8.26.2 Automobile Liability Insurance** (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance must cover liability arising out of Licensee's use of autos pursuant to Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

**8.26.3 Workers Compensation and Employers' Liability** insurance or qualified self- insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Licensee will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also must include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer. The written notice must be provided to County at least ten days in advance of cancellation for non-payment of premium and 30 days in advance for any other cancellation or policy change. If applicable to Licensee's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. If applicable to Licensee's operations, coverage also must be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, such insurance must also include Employer's Liability coverage for all persons providing services on behalf of the Licensee and for all risk to such persons under this License Agreement with limits of the following:

Each Accident:	\$1,000,000
Disease - policy limit:	\$1,000,000

Disease - each employee:

\$1,000,000

#### **8.26.4 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.

### **8.27 Liquidated Damages**

**8.27.1** In the event the Director determines that there are deficiencies in Licensee's operations authorized and required herein, the Director will provide, as specified herein in the section of this License Agreement entitled Events of Default, a written notice to the Licensee to correct said deficiencies with specified time frames.

**8.27.2** In the event that Licensee fails to correct the deficiencies with the prescribed time frames the Director may, at his option: 1) use the Security Deposit as provided for herein, 2) exercise its rights under the Section 8.39, Right of Entry, and/or 3) assess liquidated damages. The parties agree that it would be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Licensee to comply with the obligations for use granted herein authorized and required. The parties hereby agree that under the current circumstances a reasonable estimate of such damage is \$250 per day for each day of the period of time that the deficiencies exist, and that Licensee shall be liable to County for liquidated damage in said amount.

### **8.28 Nondiscrimination and Affirmative Action**

**8.28.1** The Licensee certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

#### **8.28.2 Licensee certifies to the County each of the following:**

- That Licensee has a written policy statement prohibiting discrimination in all phases of employment.
- That Licensee periodically conducts a self-analysis or utilization analysis of its work force.

- That Licensee has a system for determining if its employment practices are discriminatory against protected groups.
  - Where problem areas are identified in employment practices, the Licensee has a system for taking reasonable corrective action, to include establishment of goals or timetables.
- 8.28.3** The Licensee must take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action must include, but is not limited to: employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4** The Licensee certifies and agrees that it will deal with its sub-licensees, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5** The Licensee certifies and agrees that it, its affiliates, subsidiaries, or holding companies will comply with all applicable Federal and State laws and regulations to the end that no person will, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement or under any project, program, or activity supported by this Agreement.
- 8.28.6** The Licensee will allow County representatives access to the Licensee's employment records during regular business hours to verify compliance with the provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) when so requested by the County.
- 8.28.7** If the County finds that any provisions of this Paragraph 8.28 (Nondiscrimination and Affirmative Action) have been violated, such violation will constitute a material breach of this Agreement upon which the County may terminate or suspend this Agreement. While the County reserves the right to determine independently that the anti-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 the Licensee has violated Federal or State anti-discrimination laws or regulations will constitute a finding by the County that the Licensee has violated the anti-discrimination provisions of this Agreement.

**8.28.8** The parties agree that in the event the Licensee violates any of the anti-discrimination provisions of this Agreement, the County will, at its sole option, be entitled to the sum of \$500 for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Agreement.

**8.29 Non-Exclusivity**

Nothing herein is intended nor will be construed as creating any exclusive arrangement with the Licensee. This Agreement will not restrict County from acquiring similar, equal or like goods and/or services from other entities or sources.

**8.30 Notice of Delays**

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party must, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

**8.31 Notice of Disputes**

The Licensee must bring to the attention of the Regional Operations Manager and/or Park Superintendent any dispute between the County and the Licensee regarding the performance of services as stated in this Agreement. If the County's Regional Operations Manager or Park Superintendent is not able to resolve the dispute, the Director or designee will resolve it.

**8.32 Notice to Employees Regarding the Federal Earned Income Credit**

The Licensee must notify its employees and will require each sublicensee to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice must be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

**8.33 Notice to Employees Regarding the Safely Surrendered Baby Law**

The Licensee must notify and provide to its employees and will require each sublicensee to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The information is set forth in Exhibit G (Safely Surrendered Baby Law) of this Agreement. Additional information is available at <https://lacounty.gov/residents/family-services/child-safety/safe-surrender/>.

**8.34 Notices**

All notices or demands required or permitted to be given under the terms of this License Agreement or any law applicable thereto must be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified



mail, postage prepaid, addressed to the parties as identified in Exhibits M (County's Administration) and N (Licensee's Administration).

Addresses may be changed by either party giving 10 days prior written notice thereof to the other party. The Director or designee will have the authority to issue all notices or demands required or permitted by the County under this License Agreement.

### **8.35 Prohibition Against Inducement or Persuasion**

Notwithstanding the above, the Licensee and the County agree that, during the term of this Agreement and for a period of one year thereafter, neither party will in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

### **8.36 Public Records Act**

**8.36.1** Any documents submitted by the Licensee; all information obtained in connection with this Agreement; become the exclusive property of the County. All such documents become a matter of public record and will be regarded as public records. Exceptions will be those elements in the [California Government Code Section 7921 et seq.](#) (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County will not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

**8.36.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Licensee agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

### **8.37 Publicity**

**8.37.1** The Licensee must not disclose any details in connection with this Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Licensee's need to identify its services and related clients to sustain itself, the County will not inhibit the Licensee from publishing its role under this Agreement within the following conditions:

- The Licensee must develop all publicity material in a professional manner; and

- During the term of this Agreement, the Licensee will not, and will not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the Park Superintendent.

**8.37.2** The Licensee may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County, provided that the requirements of this Paragraph 8.37 (Publicity) will apply.

### **8.38 Recycled Bond Paper**

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

### **8.39 Right of Entry**

Any officer 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 Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of the County within the Licensed Premises.

### **8.40 Security Deposit**

**8.40.1** Licensee must issue a certified check to the County in the sum of \$5,000, as a security deposit ("Security Deposit") effective on the commencement date of the License Agreement.

**8.40.2** Said Security Deposit shall serve as security for faithful performance of all covenants, promises and conditions assumed herein by Licensee and may be applied in the satisfaction and/or mitigation of damages arising from a breach hereof; including but not limited to: delinquent payments, correction of maintenance deficiencies; loss of revenue due to abandonment; discrimination; a breach of obligations by Licensee, including the payment of mechanic's liens. Application of amounts on deposit in satisfaction and/or mitigation of damages shall be without prejudice to the exercise of any other rights provided herein or by law to remedy a breach of this License Agreement.

**8.40.3** In the event any or all of said amount is applied in satisfaction and/or mitigation of damages upon receipt of written notification from County, Licensee must immediately pay to the County such sums as necessary to restore the Security Deposit to the full amount required hereunder.

**8.40.4** Said Security Deposit shall be returned to Licensee upon termination of this License Agreement and restoration of the Licensed Premises to substantially the condition in which it existed immediately prior to construction start, reasonable wear and tear excepted, less any amounts applied by County as heretofore provided.

**8.40.5** Security Deposit shall be made by certified check and payable to the County of Los Angeles Department of Parks and Recreation and reference the Security Deposit for License Agreement by name or number. Payment must 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 the Licensee.

#### **8.41 Surrender of Premises**

Upon termination, expiration of the term thereof, or cancellation thereof as herein provided, Licensee shall peaceably vacate the Licensed Premises and remove any and all improvements located thereon and deliver up the same to County in the same condition that existed prior to agreement in a reasonably good condition, ordinary wear and tear excepted.

#### **8.42 Sublicensing**

**8.42.1** This License Agreement may not be sublicensed by the Licensee without the advance written approval of the County. Any attempt by the Licensee to sublicense without the prior consent of the County may be deemed a material breach of this the License Agreement.

**8.42.2** If the Licensee desires to sublicense, the Licensee must provide to the County following information along with its written request to sublicense:

- A description of the work to be performed by the sublicensee.
- A draft copy of the proposed sublicense; and
- Other pertinent information and/or certifications requested by the County.

**8.42.3** The Contractor shall ensure delivery of all such documents to the Department at the address provided in Exhibit M, County's Administration, before any sublicensee employee performs any work hereunder.

**8.42.4** The Licensee must indemnify, defend, and hold the County, and the State of California, harmless with respect to the activities of each and every sublicensee in the same manner and to the same degree as if such sublicensee(s) were the Licensee employees.

**8.42.5** The Licensee will remain fully responsible for all performances required of it under this Agreement, including those that the Licensee has determined to sublicense, notwithstanding the County's approval of the Licensee's proposed sublicense.

**8.42.6** The County's consent to sublicense will not waive the County's right to prior and continuing approval of any and all personnel, including sublicensee employees, providing services under this Agreement. The Licensee is responsible to notify its sublicensees of this County right.

**8.42.7** The Director is authorized to act for and on behalf of the County with respect to approval of any sublicense and sublicensee employees. After approval of the sublicense by the County, Licensee must forward a fully executed sublicense to the County for their files.

**8.42.8** The Licensee will be solely liable and responsible for all payments or other compensation to all sublicensees and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to sublicense.

**8.42.9** The Licensee must obtain certificates of insurance, which establish that the sublicensee maintains all the programs of insurance required by the County from each approved sublicensee.

#### **8.43 Termination for Convenience**

**8.43.1** This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination will be effected by notice of termination to the Licensee specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective will be no less than 10 days after the notice is sent.

**8.43.2** After receipt of a notice of termination and except as otherwise directed by the County, the Licensee must:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as would not have been terminated by such notice.
- Vacate the Licensed Premises as indicated by the Notice of Termination.

## **8.44 Termination for Default**

**8.44.1** Occurrence of the following events shall constitute a default under this License Agreement if not cured to the satisfaction of the Director, within the applicable cure period set forth below (a "Default"). In the event of a Default, the County shall be entitled to pursue termination of this License Agreement as set forth in Section 8.44.2 below.

- The failure of Licensee to pay the amount due in Paragraph 5.0, Consideration, for the use granted herein in the manner and amount set forth hereinbefore, where such failure continues for thirty (30) calendar days after receipt of written notice of Licensee's failure to make the payment when due; or
- Licensee fails to comply with the terms of this License Agreement, where such failure continues for thirty (30) days after receipt of a written notice of Licensee's failure from County for correction thereof, provided that where fulfillment of such obligation requires activity over a period of time and Licensee shall have commenced to perform whatever may be required to cure a particular default within thirty (30) days after receipt of such notice and continues such performance diligently to completion, said time limit may be waived at the Director's Discretion.

**8.44.2** Upon the occurrence of any one or more of the Defaults as described herein, this License Agreement shall be subject to cancellation by County. As a condition precedent to the Director cancelling, the Director shall give Licensee thirty (30) days prior written 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 action by the Director, if request is made therefore.

**8.44.3** County shall have the right to effect cancellation of this License Agreement and recover from Licensee (a) the balance of the unpaid rent at the time of the breach to which the County would be entitled during the remainder of the Initial Term or current Renewal Term of this License Agreement, (b) any damages to the Licensed Premises caused by the negligence or willful misconduct of Licensee, and (c) reasonable attorney's fees and costs of suit in recovering any portion of the above amounts from Licensee.

**8.44.4** Upon cancellation, County shall have the right to take possession of the Licensed Premises, and Licensee shall be entitled to and shall be obligated to remove its Antenna Facilities therefrom and return the

property to the condition prior to the construction of the Antenna Facilities thereon.

- 8.44.5** The rights and remedies of the County provided in this sub-paragraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this License Agreement.
- 8.44.6** 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 License Agreement.
- 8.44.7** In the event of a default by County of the terms and provisions of this License Agreement, in addition to any and all rights and remedies available to Licensee under law and equity, Licensee shall have the right to terminate this License Agreement upon thirty (30) days written notice to County.

#### **8.45 Termination for Improper Consideration**

- 8.45.1** The County may, by written notice to the Licensee, immediately terminate the right of the Licensee to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Licensee, 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 the Licensee's performance pursuant to the Agreement. In the event of such termination, the County will be entitled to pursue the same remedies against the Licensee as it could pursue in the event of default by the Licensee.
- 8.45.2** The Licensee must immediately report any attempt by a County officer, employee, or agent to solicit such improper consideration. The report must be made to the Los Angeles County Fraud Hotline at (800) 544-6861 or <https://fraud.lacounty.gov/>.
- 8.45.3** Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

#### **8.46 Termination for Insolvency**

- 8.46.1** The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:
  - Insolvency of the Licensee. The Licensee will be deemed to be insolvent if it has ceased to pay its debts for at least 60 days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and

whether or not the Licensee is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Licensee under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Licensee; or
- The execution by the Licensee of a general assignment for the benefit of creditors.

**8.46.2** The rights and remedies of the County provided in this Paragraph 8.46 (Termination for Insolvency) will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

#### **8.47 Termination for Non-Adherence of County Lobbyist Ordinance**

The Licensee, and each County Lobbyist or County Lobbying firm as defined in [County Code Section 2.160.010](#) retained by the Licensee, must fully comply with the County's Lobbyist Ordinance, [County Code Chapter 2.160](#). Failure on the part of the Licensee or any County Lobbyist or County Lobbying firm retained by the Licensee to fully comply with the County's Lobbyist Ordinance will constitute a material breach of this Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Agreement.

#### **8.48 Termination Upon Transfer of Title or Park Closure**

**8.48.1** Notwithstanding any other provision of this License Agreement, in the event the County transfers its interest in the Park and the Licensed Premises to a governmental agency (assignee), the County reserves the right to: terminate this License Agreement; or provided there is consent agreement to said assignee. County shall provide the Licensee with notice of termination or assignment of this License Agreement pursuant to this provision.

**8.48.2** Notwithstanding any other provision of this License Agreement, in the event the County closes the Park, this License Agreement shall be terminated upon the effective date of such closure. Upon the effective date of park closure, Licensee shall immediately cease its operations, and within 30 days therefrom remove all items of its personal property, equipment, and inventory. County shall provide advance notice to the Licensee of such park closure.

#### **8.49 Termination for Breach of Warranty to Maintain Compliance with County's Defaulted Property Tax Reduction Program**

Failure of Licensee to maintain compliance with the requirements set forth in Paragraph 8.56 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" will constitute default under this Agreement. Without limiting

the rights and remedies available to County under any other provision of this Agreement, failure of Licensee to cure such default within ten days of notice will be grounds upon which County may terminate this Agreement and/or pursue debarment of Licensee, pursuant to [Los Angeles County Code Chapter 2.206](#).

#### **8.50 Suspension**

County, at its convenience, and without further liability, may suspend Licensee's performance under this License Agreement, in whole or in part, by written notice to Licensee from the Director specifying the effective date and extent of the suspension.

- a) Licensee must immediately discontinue all services unless otherwise indicated by Director.
- b) In the event the entire License Agreement is suspended, and the period of suspension exceeds one (1) calendar year, this License Agreement may be deemed terminated for the convenience at the option of either party, upon written notice to the other party.

#### **8.51 Agreement Enforcement**

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

**8.51.2** Any officers and/or authorized employees of the County may enter upon the Licensed Premises at any time for the purpose of determining whether or not Licensee is complying with the terms and conditions hereof, or for any other purpose incidental to the rights of County within the Licensed Premises.

**8.51.3** In the event the County commences legal proceedings for the enforcement of this License Agreement or recovery of the Licensed Premises herein, Licensee does hereby agree to pay any sum which may be awarded to the County by the Court for attorney's fees and costs incurred in the action brought thereon.

#### **8.52 Taxes and Assessments**

- The property interest conveyed herein may be subject to real property taxation and/or assessment thereon, and in the event thereof, Licensee shall pay before delinquency all lawful taxes, including, but not limited to possessory interest taxes, assessments, fees or charges which at any time may be levied by the State, County, City or any other tax or assessment-levying body upon the Licensed Premises and any improvements located thereon.
- Licensee shall also pay all taxes, assessments, fees and charges on goods, merchandise, fixtures, appliances and equipment owned or used therein.



### **8.53 Validity**

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances will not be affected thereby.

### **8.54 Waiver**

No waiver by the County of any breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement will not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 8.54 will not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

### **8.55 Warranty Against Contingent Fees**

**8.55.1** The Licensee warrants that no person or selling agency has been employed retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Licensee for the purpose of securing business.

**8.55.2** For breach of this warranty, the County will have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

### **8.56 Warranty of Compliance with County's Defaulted Property Tax Reduction Program**

**8.56.1** Licensee acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through agreements are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

**8.56.2** Unless Licensee qualifies for an exemption or exclusion, Licensee warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Agreement will maintain compliance, with [Los Angeles County Code Chapter 2.206](#) (Exhibit J, Certificate of Compliance with Defaulted Tax Ordinance).

### **8.57 Time Off for Voting**

The Licensee must notify its employees and must require each sub-licensee to notify and provide to its employees, information regarding the time off for voting law ([Elections Code Section 14000](#)). Not less than ten days before every statewide election, every licensee and sub-licensees must keep posted

conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of [Section 14000](#).

#### **8.58 Compliance with County's Zero Tolerance Policy on Human Trafficking**

Licensee acknowledges that the County has established a Zero Tolerance Policy on Human Trafficking prohibiting licensees from engaging in human trafficking.

If a Licensee or member of Licensee's staff is convicted of a human trafficking offense, the County will require that the Licensee or member of Licensee's staff be removed immediately from performing services under the Agreement. County will not be under any obligation to disclose confidential information regarding the offenses other than those required by law.

Disqualification of any member of Licensee's staff pursuant to this paragraph will not relieve Licensee of its obligation to complete all work in accordance with the terms and conditions of this Agreement. (Exhibit K, Zero Tolerance Policy on Human Trafficking Certification.)

#### **8.59 Compliance with Fair Chance Employment Hiring Practices**

Licensee, and its sub-licensees, must comply with fair chance employment hiring practices set forth in [California Government Code Section 12952](#). Licensee's violation of this paragraph of the Agreement may constitute a material breach of the Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Agreement. (Exhibit L, Compliance with Fair Chance Employment Hiring Practices Certification).

#### **8.60 Compliance with the County Policy of Equity**

The Licensee acknowledges that the County takes its commitment to preserving the dignity and professionalism of the workplace very seriously, as set forth in the County Policy of Equity (CPOE) (<https://ceop.lacounty.gov/>). The Licensee further acknowledges that the County strives to provide a workplace free from discrimination, harassment, retaliation and inappropriate conduct based on a protected characteristic, and which may violate the CPOE. The Licensee, its employees and sub-licensees acknowledge and certify receipt and understanding of the CPOE. Failure of the Licensee, its employees or its sub-licensees to uphold the County's expectations of a workplace free from harassment and discrimination, including inappropriate conduct based on a protected characteristic, may subject the Licensee to termination of contractual agreements as well as civil liability.

#### **8.61 Prohibition from Participation in Future Solicitation(s)**

A Licensee or its subsidiary or sublicensee ("Licensee"), is prohibited from submitting a bid or proposal in a County solicitation if the Licensee has provided advice or consultation for the solicitation. A Licensee is also prohibited from submitting a bid or proposal in a County solicitation if the Licensee has developed

or prepared any of the solicitation materials on behalf of the County. A violation of this provision will result in the disqualification of the Licensee from participation in the County solicitation or the termination or cancellation of any resultant County agreement.

#### **8.62 Injury and Illness Prevention Program**

Licensee will be required to comply with the State of California's Cal OSHA's regulations. California Code of Regulations Title 8 Section 3203 requires all California employers to have a written, effective Injury and Illness Prevention Program (IIPP) that addresses hazards pertaining to the particular workplace covered by the program.

#### **8.63 Campaign Contribution Prohibition Following Final Decision in Agreement Proceeding**

Pursuant to [Government Code Section 84308](#), Licensee and its Sub-licensees, are prohibited from making a contribution of more than \$250 to a County officer for 12 months after the date of the final decision in the proceeding involving this Agreement. Failure to comply with the provisions of [Government Code Section 84308](#) and of this paragraph, may be a material breach of this Agreement as determined in the sole discretion of the County.

### **9.0 UNIQUE TERMS AND CONDITIONS**

#### **9.1 Maintenance Responsibilities**

County will be responsible for the maintenance/repairs of the Licensed Premises, including but not limited to electrical systems, plumbing systems, roofing systems, air conditioning systems, and other durable goods, as well as other major elements of the facility including but not limited to fencing, doors, gates, walkways, windows, parking lots docks, and launch ramps. County shall provide regular maintenance and janitorial services of the Licensed Premises exterior and interior areas.

#### **9.2 Advertising Materials and Signs**

- With the exception of any approved signs currently located or used on the premises, and any maintenance or replacement thereof, Licensee shall not post any additional signs upon the premises or improvements thereon without the Director's prior written consent. Licensee may place temporary directional signs, as approved by the Park Superintendent, around the BISC to help visitors to the center during days and hours of operation and for special events, as long as all such temporary signage is removed within 24 hours after conclusion of such special event or at the end of business day during regular operations. The licensee may post upcoming events and information regarding BISC activities and event in public kiosks, if available

at the Castaic Lake Recreation Area after first having received approval of the flyer from the Park Superintendent. Signage specific to the Licensed Premises rules and regulations shall be posted throughout the premises.

- No political signs are permitted on the premises. Any political signs placed on the premises are to be removed immediately after they have been discovered. Licensee shall display Castaic Lake Recreation Area Rules, that have been approved by the Director, in an area easily seen by the public.

### **9.3 Boat Identification**

Licensee must require marking all gas-powered watercraft with the Licensee's emblem, as approved by the Director. CSUN shall ensure that all vehicles and vessels stored at Castaic Lake Recreation Area maintain current and valid registration at all times. CSUN shall provide proof of registration upon request by the County. Failure to maintain current and valid registration may result in the removal of the unregistered vehicle or vessel at CSUN's expense and/or constitute a breach of this agreement.

### **9.4 Chase Boat**

Licensee shall provide at all times during its operations, a powered boat which shall only be used by Licensee 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 use. The VHF Marine Radio or cellular phone is to be utilized by authorized staff to contact County patrol boats in the event emergency assistance is required.

### **9.5 Compliance with the Watercraft Inspection Program**

All Licensee watercrafts must follow Comprehensive Watercraft Inspection Program as show in Exhibit I, Watercraft Inspection Program.

### **9.6 Licensee's Staff**

Licensee shall maintain an adequate and proper staff for its authorized operations. Lifeguards associated Licensee's programs, possess the following minimum requirements:

- 1) Be at least 18 years of age;
- 2) Red Cross Lifeguard Training and/or Water Safety Instructor Certificate and/or Basic Water Rescue. All CSUN staff should have Waterfront Certifications for open water while conducting classes in the water. If CSUN can't provide the required certification, then two (2) County lifeguards should be assigned and paid by CSUN;

- 3) Red Cross First Aid, CPR, and Automated External Defibrillator (AED) Certification;
- 4) Completion of a California Boating Safety Course; and
- 5) State of California For-Hire Vessel Operator License for powerboat operators only.

Licensee shall designate one member of the staff as an Operations Manager with whom County may deal on a daily basis. Said Operations Manager shall be fully acquainted with operations, familiar with the terms and conditions prescribed therefore by this Agreement and authorized to act in the day-to-day operations.

The Director may at any time give Licensee written notice to the effect that the conduct or action of a designated employee of Licensee is, in the reasonable belief of the Director, detrimental to the interest of the public patronizing the License Premises. Licensee shall meet with the representative of the Director to consider the appropriate course of action with respect to such matter and Licensee shall take reasonable measures under the circumstance to assure the Director that the conduct and activities of Licensee's employee will not be detrimental to the interest of the public patronizing the Licensed Premises.

#### **9.7 Disorderly Persons:**

Licensee and County agree to exercise every reasonable effort to not allow any loud, boisterous, or disorderly persons on the Licensed Premises.

#### **9.8 Habitation**

The Licensed Premises must not be used for human habitation.

#### **9.9 Illegal Activities**

Licensee must not knowingly permit any illegal activities to be conducted upon the Licensed Premises.

#### **9.10 Non-Interference**

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

#### **9.11 Programming Requirements**

**9.11.1** CSUN may conduct programs in boating and water safety upon the licensed premises including First Aid, Cardiopulmonary Resuscitation (CPR), Automated External Defibrillator (AED), Water Science Technology (WST), and other classes.

**9.11.2** CSUN is authorized to conduct instructional classes in the proper and safe use of water skis and gas and non-gas powdered watercraft. In addition, the CSUN will be authorized to conduct programs in aquatic safety including

Red Cross Courses, Sailing Courses, Flat-Water Boating Courses, Powerboating, and other courses.

**9.11.3** It is the responsibility of CSUN to actively engage in year-round programming to justify utilization of the BISC for its intended use. Should CSUN determine its program offerings fall short of expectations, CSUN will make every effort to communicate its programs short falls to the Department and provide a viable solution to continue programming at the BISC.

**9.11.4** CSUN shall be granted access to the BISC without being charged any staffing cost that are within the Department Operations Plan hours for Castaic Recreation Area. If additional staffing is required to support CSUN's programming, CSUN shall be invoiced for any additional staff and/or staffing hours required. The invoice will be based on Los Angeles County annual salary rate.

## **9.12 Community Benefit Program Requirements**

**9.12.1** CSUN is required to provide, at a minimum, one (1) community benefit program per year, with a minimum of five (5) classes, at no cost to the public (i.e. Splash Program), using its own staff and equipment. The County will assist CSUN with utilizing the Department's online registration system to support program registration, marketing, and enrollment.

**9.12.2** In order to continue the enhancement and enrichment of education experiences for school-age children, CSUN may provide field or program access to Title 1 Schools, as defined and provided by the US Department of Education, to foster a connection with nature. Pursuant to Education Code sections 17604 and 81655, contracts with school district and community college districts are not valid and enforceable unless approved and ratified by the partnering school or District Board. Prior to scheduling any school access to the BISC, CSUN must ensure that all schools and school districts participating in field trips have a valid and up-to-date Memorandum of Agreement (MOA) with the Department. Verification of an active MOA can be confirmed by contacting the Department at [MOAforSchools@parks.lacounty.gov](mailto:MOAforSchools@parks.lacounty.gov) or the Park Superintendent.

## **9.13 Proper Staff Identification**

Upon entering Castaic Lake, Licensee's staff members must present to the cashier proper identification showing that they are a staff member of CSUN and conducting aquatic programs at Castaic Lake.

## **9.14 Safety**

**9.14.1** The Licensee agrees to perform all work outlined in this License Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the

work; and agree additionally to accept the sole responsibility for complying with all local, County, State or other legal requirements including but not limited to , full compliance with the terms of the applicable O.S.H.A. and CAL-O.S.H.A. Safety Orders at all times so as to protect all persons, including the Licensee's employees, agents of the County, vendors, members of the public or others from foreseeable injury, or damage to their property. The Licensee shall inspect all potential hazards at said facilities an keep a log indicating date inspected and action taken.

**9.14.2** It shall be Licensee's responsibility to inspect, and identify, any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The Park Superintendent or designee shall be notified immediately of any unsafe condition that requires major correction. The Licensee shall be responsible for making minor corrections to protect members of the public or others from injury. During days and hours of operation, the Licensee shall obtain emergency medical care for any member of the public who is in need thereof, because of illness or injury occurring on the premises. The Licensee shall cooperate fully with the County in the investigation of any accidental injury or death occurring on the premises, including a complete written report thereof to the Director within five (5) days following the occurrence.

**9.14.3** Licensee shall be responsible for having one (1) complete first-aid kit and one AED available at all times.

## **9.15 Sanitation**

No offensive matter, refuse, or substance constituting any 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 50 feet thereof, and Licensee shall prevent any accumulation thereof from occurring.

## **9.16 Schedule of Activities and Student Participation**

Licensee shall submit to the Park Superintendent for approval three times a year, a calendar of all programs and classes anticipated for each year of the term. In addition, Licensee shall also submit a student roster two (2) weeks prior each semester begins, showing all student participation for both credited and non-credited classes.

## **9.17 Security**

Licensee 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. Licensee shall submit an installation plan for security devices to the Director for approval. Such security devices shall comply with all applicable Federal, State, and local laws.

The perimeter doors of the facility shall be only rekeyed by the County, and any office doors inside can be rekeyed by Licensee. Licensee should provide spare set of keys to the office doors to the Park Superintendent. County needs 7/24 access

#### **9.18 Vehicle Entry Fees**

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

**9.18.1** CSUN shall be granted access to the BISC without being charged any staffing cost that are within the Department Operations Plan hours for Castaic Recreation Area. If additional staffing is required to support CSUN's programming, CSUN shall be invoiced for any additional staff and/or staffing hours required. The invoice will be based on Los Angeles County annual salary rate.

**9.18.2** Licensee's staff members must present proper identification to cashier before entering the park. In the event such identification cannot be provided to the County, Licensee's staff members will be assessed a vehicle entry fee.

**9.18.3** Name of all students participating in Licensee's programs must appear on a roster that will be provided to the County by Licensee. All students must have a picture identification that is to be presented to the County upon request to verify the individual participating in Licensee's program(s). 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.

#### **9.19 Utilities**

All utilities will be paid by the County. Licensee 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.

#### **9.20 Easement**

County reserves the right to establish, grant or utilize easements or rights of way over, under, along and across the Licensed Premises for utilities and/or public access provided that the County shall exercise such rights in a manner as will avoid any substantial interference with the operations to be conducted hereunder. Should the establishment of such easements permanently deprive Licensee of the Licensed Premises, an abatement of payments shall be provided in an amount proportional to the total area of the Licensed Premises in the before and after conditions.



## **9.21 Compliance with County's Smoking Ban Ordinance**

This License Agreement is subject to the provisions of the County's ordinance entitled Los Angeles County Code Title 17, Parks, Beaches, and Other Public Places, prohibiting smoking at County Parks ("Smoking Ban Ordinance") as codified in Sections 17.04.185 through 17.04.650 of the Los Angeles County Code. See Exhibit E, Smoking Ban Ordinance.

## **9.22 Major Agreement Provisions and Requirements**

This License Agreement and the Exhibits hereto; constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous agreements, written and oral, and all communications between the parties relating to the subject matter of this License Agreement. No changes to this License Agreement shall be valid unless prepared pursuant to Section 8.1, Amendments, and signed by both parties.

## **9.23 Construction by County Affecting Licensed Premises**

**9.23.1** In the event County, in its sole discretion, constructs or causes to be constructed a new facility at the Licensed Premises, this License Agreement shall continue in full force and effect, except that the payments to be made by Licensee may be abated and/or other relief afforded, in the Director's sole discretion, and in the event that the Director determines that the construction interferes with the authorized operations, provided Licensee files a claim with the County for rent and abatement relief within 30 days of commencement of construction.

**9.23.2** Licensee agrees to cooperate with County in the event that the construction affects the Licensed Premises by vacating and removing therefrom all items of inventory, trade fixtures, equipment and furnishings for such periods as are required by the construction of the new facility(ies). Licensee further agrees to cooperate in the determination of the abatement and/or other relief to be provided by furnishing all information requested relative to the operation and permitting examination and audit of all accounting records kept in connection with the conduct thereof.

**9.23.3** Following completion of the new facility, Licensee shall resume its operations therefrom within 30 days of written notice from the Director that the Licensed Premises are tenantable.

**9.23.4** The aforementioned provisions of this section shall also be applicable in the event of performance of work at the County Parks that requires a partial or total closure thereof, except that the abatement and/or other relief to be provided shall be based upon the extent the Director may determine that

the reduction in the public's use of the Park due to the partial or total closure thereof, has affected the Licensee's use of the Licensed Premises.

**9.23.5** Licensee agrees to accept the remedy heretofore provided in the event of construction upon the Licensed Premises and/or the Park, and hereby waives any and all additional rights and remedies for relief or compensation that are presently available or may be made available hereafter under the laws and statutes of this State.

## **9.24 Permits and Certificates**

Licensee must obtain and maintain during the term of this Agreement, all appropriate permits and certificates required by Federal, State, and local law for the operation of its business. Licensee must ensure that all of its employees, who perform services, obtain and maintain in effect during the term of the Agreement, all certificates required by Federal, State, and local law which are applicable to their performance. Licensee shall provide, upon request, a copy of each permit and certificate.

## **9.25 Licensee's Charitable Activities Compliance**

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" ([SB 1262, Chapter 919](#)) increased Charitable Purposes Act requirements. By requiring Licensees to complete Exhibit H (Charitable Contributions Certification), the County seeks to ensure that all County licensees which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Licensee which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either agreement termination or debarment proceedings or both. ([County Code Chapter 2.202](#)).

## **9.26 Reduce Single-Use Plastics**

### **9.26.1 Reduce Single-Use Plastics**

The Licensee acknowledges that County places a high priority on the implementation of [Board Policy 3.185, Reduce Single-Use Plastics](#), and must eliminate the use of single-use plastic in County facilities as required by Board Policy 3.185.

### **9.26.2 Procurement Data Reporting**

The Licensee will keep a monthly record of purchases of single-use products including product type, brand name, quantity purchased, and unit cost. Data will be provided to the Park Superintendent with a copy to the

County's Contract Analyst along with other regular reports and be available upon request.

## **9.27 Credit in Promotional Materials**

- 9.27.1** Licensee agrees that any advertising or promotional materials produced by Licensee must include the name of the respective park (e.g., "Castaic Lake Recreation Area") and the phrase "a unit of the County of Los Angeles Department of Parks and Recreation System," along with the County seal and Parks and Recreation Department logos, unless specifically approved otherwise by the County.
- 9.27.2** Licensee shall not promulgate nor cause to be distributed any advertising or promotional materials unless prior written approval thereof is obtained from Director or designee. Such materials include, but are not limited to, advertising in newspapers, magazines and trade journals, and radio and/or television commercials, websites, social media, or electronic discounts. Said approval of promotional materials should not be unreasonably withheld or delayed.
- 9.27.3** Advertisement outside the Licensee's scope of services under this License Agreement is prohibited.
- 9.27.4** For events/programs being held or provided in a Department park or facility, the Licensee agrees that any advertising or promotional materials promulgated shall indicate that such event/program is taking place in County parkland as follows "the name of facility (e.g., Castaic Lake) is a park owned by the State of California and operated by the County of Los Angeles Department of Parks and Recreation" or any derivative thereof.
- 9.27.5** For events/programs that are held or provided in collaboration, association, or partnership with the County and/or Department, Licensee agrees that any advertising or promotional materials promulgated shall also indicate that such event/program is "in collaboration, association, or partnership with the County of Los Angeles Department of Parks and Recreation."
- 9.27.6** Departmental and/or Supervisorial District Logos shall be displayed in all related materials when required by the Department and displayed in a prominent position as approved by the Director or designee and as described in Section 9.27.9 below. Additionally, if the Licensee maintains a website to promote the services that are being provided or the event/program that will be provided under the Sublease, the website shall give credit to the Department and/or County as provided herein and, to the extent possible, contain a link to the Department's website at <https://parks.lacounty.gov>.
- 9.27.7** When hosting events/programs within the Premises or any other County parkland, the Licensee shall coordinate with the Department to promote, at

the sole discretion of Department, the event in the various social media outlets used by the Department including, but not limited to, Facebook, Instagram, YouTube, and Twitter. Additionally, the Licensee shall promote County sponsored events on their website and through social media outlets, as required by the Department, when such events will take place within the Premises or any other County parkland.

**9.27.8** Licensee should submit all advertising and promotional materials for approval directly to the Department's Public Information Officer (PIO) at <https://parks.lacounty.gov/media-information/> no later than 30 days prior to the start of the program/event. The PIO will inform the involved park facilities involved to ensure that only approved materials can be used on-site. Only approved materials may be used online. The PIO will issue approval, reject, or request to revise advertising and promotional materials no later than 21 days prior to the start of the program or event.

**9.27.9** When required and approved by the Director or designee, Licensee must use approved logos and other content that can be requested through the Department website at <https://parks.lacounty.gov/media-information/>. Each logo must meet the style (e.g., design, color, typography) and placement as provided by the most recent County of Los Angeles Department of Parks and Recreation Style Guide (Exhibit P: County of Los Angeles Department of Parks and Recreation Style Guide). The latest edition of the style guide should be requested at the same time.

## **9.28 Hazardous Materials**

Licensee shall not use, create, store or allow any hazardous substances listed in California Code of Regulations, Title 22, Section 66261.126, Appendix X, or those which meet the toxicity, reactivity, corrosivity or flammability criteria of Article II of the foregoing code, or any other substance which poses a hazard to health and the environment.

## **9.29 Water Pollution Control**

Licensee shall not allow discharge of contaminated storm water runoff or unauthorized non-storm water discharge to private or public storm water drainage systems. Licensee shall comply with state and federal water pollution control requirements, and those of the County, and other local agencies regarding discharges of storm water and non-storm water to sewer system, storm drain systems or any water courses under the jurisdiction of the foregoing agencies.

## **9.30 Subject to Operating Agreement.**

If required by the Operating Agreement, this Agreement shall not be effective until the State has consented. This Agreement shall be subject to the terms and conditions of the Operating Agreement. In the event that any term or condition of this Agreement conflicts with the Operating Agreement, the Operating Agreement

shall prevail. In the event that the Operating Agreement require the prior approval or consent of the State, the County 's approval shall be subject to the prior appropriate approval of the State. In the event that the Operating Agreement expires or is not renewed, the County shall have the right to terminate this Agreement upon providing 30 days' written notice to CSUN. Such termination shall be effective as of the date specified in the notice, and the County shall not be liable for any damages or costs incurred by CSUN as a result of the termination.

### **9.31 Compliance with Castaic Lake Boating Rules and Laws**

License shall comply with and abide by the established Castaic Lake Recreation Area Rules and Laws as shown in Exhibit C, Castaic Lake Rules, and Exhibit O, Boating Law and Safety. Exhibit C, Castaic Lake Rules, may be amended by County from time to time and provided to Licensee.

## **10.0 Survival**

In addition to any terms and conditions of this Agreement that expressly survive expiration or termination of this Agreement by their terms, the following provisions will survive the expiration or termination of this Agreement for any reason:

Paragraph 1.0	Applicable Documents
Paragraph 2.0	Definitions
Paragraph 3.0	Use Granted
Paragraph 8.1	Amendments
Paragraph 8.2	Assignment and Delegation/Mergers or Acquisitions
Paragraph 8.4	Confidentiality
Paragraph 8.6	Compliance with Applicable Law
Paragraph 8.7	Compliance with Civil Rights Laws
Paragraph 8.20	Fair Labor Standards
Paragraph 8.21	Force Majeure
Paragraph 8.22	Governing Law, Jurisdiction, and Venue
Paragraph 8.24	Indemnification
Paragraph 8.25	General Provisions for all Insurance Coverage
Paragraph 8.26	Insurance Coverage
Paragraph 8.27	Liquidated Damages
Paragraph 8.28	Nondiscrimination and Affirmative Action
Paragraph 8.34	Notices

Paragraph 8.43	Termination for Convenience
Paragraph 8.44	Termination for Default
Paragraph 8.53	Validity
Paragraph 8.54	Waiver
Paragraph 8.61	Prohibition from Participation in Future Solicitation
Paragraph 8.63	Campaign Contribution Prohibition Following Final Decision in Contract Proceeding
Paragraph 10.0	Survival

## **11.0 ENTIRE AGREEMENT**

This document and the Exhibit(s) attached hereto constitute the entire Agreement between County and Lessee for the use of BISC. 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 the use granted and the Licensed Premises to be used in the conduct thereof. The unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions thereof unenforceable, invalid, or illegal.

**IN WITNESS WHEREOF**, Licensee has executed this License Agreement or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors, has caused this License Agreement to be executed on its behalf by the Director of Parks and Recreation, and attested thereof on the day and year first above written.

**COUNTY OF LOS ANGELES**

By

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Norma E. García-González, Director  
Department of Parks and Recreation

**CALIFORNIA STATE UNIVERSITY  
NORTHRIDGE**

By

**APPROVED AS TO FORM:**

DAWYN R. HARRISON  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel