

Project: Santa Barbara Community  
Rowing Cachuma Lake  
Concession  
APN: 145-160-072

## **CONCESSION AGREEMENT**

**THIS CONCESSION AGREEMENT** (hereinafter "Agreement") is made by and between the

COUNTY OF SANTA BARBARA, a political subdivision of the State of California, hereinafter referred to as "COUNTY,"

and

SANTA BARBARA COMMUNITY ROWING, a California Non-profit Company, hereinafter referred to as "CONCESSIONAIRE,"

with reference to the following:

**WHEREAS**, THE UNITED STATES OF AMERICA (United States), acting by and through its Department of the Interior, Bureau of Reclamation (Reclamation) has constructed the Cachuma Project, (hereinafter referred to as "Project,") including Bradbury Dam and Cachuma Reservoir (also known as "Lake Cachuma"), the Tecolote Tunnel, the South Coast Conduit, and related facilities and appurtenances, for the diversion, storage, conveyance and distribution of waters of the Santa Ynez River and its tributaries for irrigation, municipal, domestic, and industrial uses; additionally, non-reimbursable funds were allocated for providing flood control, recreation and fish and wildlife benefits; and

**WHEREAS**, COUNTY has agreed to manage the recreation resources at Lake Cachuma pursuant to the agreement Between the United States and the COUNTY, Contract No. 11-LC-20-0223 (hereinafter referred to as "Master Agreement"). The Master Agreement is made in accordance with the Act of June 17, 1902, (32 Stat. 388), Public Law 89-72 (79 Stat. 213), as amended particularly by Title XXVIII of Reclamation Recreation Management Act of October 30, 1992 and amendatory and supplementary Acts collectively referred to as Federal Reclamation Laws for the Administration, Operation, Maintenance, and Development of Recreation at Lake Cachuma. The Master Agreement promotes the development and operation of recreation and fish and wildlife enhancement at Lake Cachuma (hereinafter referred to as "Park"), as shown on Exhibit "A", attached hereto and incorporated herein by reference; and

**WHEREAS**, the Master Agreement allows COUNTY to issue and administer concession contracts and third party permits to persons or associations for the purpose of providing appropriate and necessary services, goods, and facilities for the use of the visiting public consistent with the intent and conditions of the Master Agreement; and

**WHEREAS**, in accordance with the Master Agreement, COUNTY has solicited proposals and has determined that the goods and services provided by CONCESSIONAIRE will provide a benefit to the visiting public and are consistent with the directives and standards set forth in the Master Agreement; and

**WHEREAS**, Reclamation has approved this Agreement between COUNTY and CONCESSIONAIRE, subject to the terms, conditions, exceptions, and reservations in the Master Agreement.

**NOW, THEREFORE**, in consideration of the promises, covenants, and conditions contained herein, the parties agree as follows:

1. **ADMINISTRATION AND ENFORCEMENT**: The provisions of this Agreement shall be administered and enforced for the COUNTY through the Director of COUNTY'S Parks Department (hereinafter "Director"). The Director shall have authority to issue or deny any COUNTY approvals required by this Agreement.

2. **RIGHTS GRANTED**: COUNTY hereby grants to CONCESSIONAIRE and CONCESSIONAIRE hereby takes from COUNTY the right to use the area shown on Exhibit "B", attached hereto and incorporated herein by this reference (hereinafter referred to as "Premises"), including all facilities existing thereon at the time of execution of this Agreement, as well as the equipment described in Exhibit "C", also attached hereto and incorporated herein by this reference. All rights granted herein shall be subordinate to the prior rights of Reclamation and its agents, to use any portion of the Park, including the Premises, for Project purposes pursuant to Federal Reclamation Law. Nothing contained in this Agreement shall be construed as purporting to transfer or convey any interest in the land, water or any public facilities to CONCESSIONAIRE. No facility, service, or site determined by Reclamation to be exclusive shall be allowed. In addition, CONCESSIONAIRE shall, at all times, be subject to all requirements and provisions set forth in the various exhibits attached to this Agreement.

CONCESSIONAIRE shall have the right to engage in any or all of the following activities in accordance with CONCESSIONAIRE's operating plan (hereinafter "Operation and Maintenance Plan"), which is attached hereto as Exhibit "D", and incorporated herein by reference:

- a) Conduct non-exclusive concession activities, including storage and maintenance of equipment, e.g. rowing sculls, oars, cradles and racks, etc., hereafter. Hereinafter referred to as "Activities" at the Park. Activities may take place both on land and water,
- b) Provide non-exclusive comprehensive rowing activities for youth and adults including team building skills and physical fitness training that are related to rowing skill refinement,
- c) Activities will be conducted only during day light hours in the Park, which vary throughout the year. Activities will be restricted to the Premises outlined in Exhibit B.

Other activity times may be considered on a case-by-case basis and are subject to the prior written approval of the Community Services Department Director or his designee.

- d) Non-day use activities and special events such as competitions, sculling events, and regattas which are beyond the scope of this Agreement will be handled separately, on a case-by-case basis, through the Cachuma Lake Recreation Area Application for Special Event Facility Use and agreement process,
- e) Because of the family-oriented nature of the Park facilities, COUNTY and Reclamation reserves the right to disapprove any Concessionaire activities, music, acts, entertainment, performances or attractions at any time which it considers, in its sole discretion, to be inconsistent with its current philosophy,
- f) While CONCESSIONAIRE will make every effort to provide its facilities for the Park's activities, COUNTY and Reclamation shall have no liability to the CONCESSIONAIRE if the Park's facilities become restricted or closed for reasons including, but not limited to, acts of God, terrorism, war, or the inability to provide facilities if permitting agencies revoke permits or authorization to use facilities.

Any products sold on the Premises or surrounding Lake Cachuma grounds, shall comply in all respects with all applicable County, State and Federal laws, ordinances and regulations. In no event shall CONCESSIONAIRE sell any personal property (other than the approved concession inventory) such as vehicles, manufactured or mobile homes, travel trailers, boats, or personal watercraft within the Park. CONCESSIONAIRE agrees to make all facilities, as well as all products and services provided at the Premises available to the public without discrimination and at reasonable rates.

3. **PURPOSE AND USE:** CONCESSIONAIRE shall have the right to use the Premises subject to the Reservations set forth in Section 4 hereof to operate, manage, and maintain the Premise in accordance with the Operation and Maintenance Plan and Section 2 *RIGHTS GRANTED*. CONCESSIONAIRE has the right to collect fees for such goods and services in accordance with the pricing set forth in the Operation and Maintenance Plan. CONCESSIONAIRE shall pay all operating costs related to its use of the Premises, and hereby agrees that there is no guarantee of a profit from its provision of such goods and services. CONCESSIONAIRE shall not use the Premises for any other purpose without the express written consent of COUNTY. CONCESSIONAIRE shall have non-exclusive use of the Lake Cachuma for rowing activities.

CONCESSIONAIRE shall provide quality recreation facilities, appropriate visitor goods and services at reasonable rates and accessible to all members of the visiting public, including persons with disabilities in accordance with the Americans with Disabilities Act, as amended. Reasonable rates shall be based on charges for comparable goods and services provided by the private sector in similar situations. CONCESSIONAIRE shall use its best efforts to maximize income at the Premises and shall be open for business on a daily basis beginning when the lake opens in the morning until it is closed each night. CONCESSIONAIRE may close on major U.S. holidays. Notwithstanding, the proposed hours of operation may be amended from time to time by CONCESSIONAIRE and the Director of Parks. In the event of accident or injury, the name of CONCESSIONAIRE staff, and the names, addresses, and phone numbers of all CONCESSIONAIRE patrons and related witnesses shall be collected and immediately made available to COUNTY. Failure to report any

and all accidents or other incidents may result in immediate termination of this contract. COUNTY and Reclamation reserves the right to fully investigate serious incidents, injuries and accidents.

CONCESSIONAIRE shall not install or construct any improvements on the Premises until such has been approved by COUNTY in accordance with Section 16, *IMPROVEMENTS/ALTERATIONS*, hereof. Operations at the Premises shall provide for the protection, conservation, and preservation of natural, historical, and cultural resources.

CONCESSIONAIRE shall require all employees to conduct themselves in a polite, professional and courteous manner when conducting business in the Park, and to comply with the Employee Conduct and Conditions detailed in Exhibit "E", attached hereto and incorporated herein by reference. CONCESSIONAIRE is responsible for providing and ensuring a safe and healthful environment for both the visiting public and employees by developing, implementing, and administering health, safety, and educational programs to ensure the Premises are managed in compliance with Federal, State, and local laws, rules and regulations.

4. **RESERVATIONS:** All activities conducted by CONCESSIONAIRE in the Park shall be subject to the following conditions and reservations:

- a) Existing land uses, rights, or interests within the Park that are lawfully held by Reclamation or persons or entities not party to this Agreement, such as but not limited to private rights which have lawfully attached to all lands prior to the date of this Agreement; the rights-of-way for ditches and canals provided by the Act of August 30, 1890 (26 Stat 391); and the rights-of-way heretofore acquired or initiated for highways, railroads, irrigation works, or for any other purposes.
- b) The right of Reclamation, its employees, agents and assigns, to enter the Park on official business without charge, for the purpose of enforcing, protecting, and exercising the rights of Reclamation and also to protect the rights of those not party to this Agreement.
- c) The right of Reclamation, its agents, employees, assigns, contractors, lessees, or permittees, to remove from the Park, any and all materials necessary for the construction, operation, and maintenance of Project Works and facilities. All such removal activities shall not encroach on developed sites without mutual agreement of the parties hereto.
- d) The right of Reclamation, and its assigns, permittees, or lessees to prospect for, extract, and carry on the management of oil, gas, coal, and other minerals, and the right to issue leases or permits to prospect for oil, gas, or other minerals under the Act of February 25, 1920 (41 Stat. 437), and amendatory acts, the Act of August 4, 1939 (53 Stat. 1187), as amended, and the Act of August 7, 1947, (61 Stat. 913).
- e) The right of COUNTY and its successors and assigns to periodically access and inspect the Premises, and to monitor CONCESSIONAIRE'S operations at the Premises, in accordance with COUNTY'S reporting obligations to Reclamation under the Master Agreement.

5. **TERM:** The term of this Agreement shall commence upon final execution of this Agreement by COUNTY (hereinafter “Commencement Date”), and shall continue to April 20, 2025, (hereinafter “Initial Term”), unless otherwise terminated pursuant to the provisions hereof.

6. **OPTIONS TO EXTEND:** Provided CONCESSIONAIRE is in compliance with all terms and conditions of this Agreement, CONCESSIONAIRE may, by mutual agreement of the parties, have two (2) five (5) year options to extend the Agreement.

CONCESSIONAIRE may request the option to renew by providing written notice to COUNTY at least ninety (90) days prior to expiration of the then current term. Such notice may be approved by the Director identified in Section 1 *ADMINISTRATION AND ENFORCEMENT*. The term of this Agreement may not exceed the term of the Master Agreement between COUNTY and Reclamation. Upon renewal of a Master Agreement, CONCESSIONAIRE shall have right of first refusal to enter into another Agreement with the COUNTY. COUNTY shall notify Reclamation of renewal request made by CONCESSIONAIRE prior to providing approval to CONCESSIONAIRE.

7. **ASSIGNMENT/SUBLEASE/SUBCONTRACT:** CONCESSIONAIRE shall not voluntarily assign, sublease, subcontract or otherwise encumber any rights granted hereunder, or allow any other person or entity to occupy or use all or part of the Premises without the written consent of COUNTY and Reclamation. Any attempt to assign, sublease, subcontract, hypothecate or otherwise encumber the rights granted hereunder without such consent shall be void and without legal effect, and render this Agreement terminable at the option of COUNTY.

In the event the Master Agreement is terminated, Reclamation shall not stand in the stead of COUNTY, and COUNTY shall have no further obligations hereunder. In such event, Reclamation may terminate or modify this Agreement, negotiate a new concession agreement with CONCESSIONAIRE, or take such other action as it deems appropriate in its sole discretion.

8. **ACCESS TO THE PREMISES:** CONCESSIONAIRE shall only access the Premises using the existing roads and parking lot in the Park. COUNTY shall not be responsible for maintaining access to the Premises and shall not be liable to CONCESSIONAIRE for lack of such access, however, in the event that the Premises becomes inaccessible as a result of natural causes, COUNTY shall, to the extent reasonably necessary, cooperate with CONCESSIONAIRE in restoring access in a timely fashion.

9. **NONINTERFERENCE:** CONCESSIONAIRE agrees to not use, nor permit those under its control, including, but not limited to, its employees, tenants, licensees, invitees, agents and/or contractors, to use any portion of the Premises in any way which interferes with public use. Such interference shall be deemed a material breach, and CONCESSIONAIRE shall terminate said interference immediately upon notice from COUNTY. In the event CONCESSIONAIRE fails to stop such interference within FIVE (5) days of receipt of notice from COUNTY, this Agreement shall terminate at the option of COUNTY.

10. **SPECIAL USE FEES:** In consideration of the rights granted herein, CONCESSIONAIRE shall pay to COUNTY a monthly fee (hereinafter “Fee”) based on a percentage of CONCESSIONAIRE’S monthly income from the rights granted herein, according to the formula

and timeframe set forth in this Section, or Five Hundred Dollars (\$500.00), whichever is greater. Concurrently with the payment of Fees, CONCESSIONAIRE shall submit to COUNTY, a written monthly report of all gross income derived from CONCESSIONAIRE'S operations at the Premises. Fees shall begin to accrue on the Commencement Date, and shall be due and payable for each month of the term. All Fees due to COUNTY shall be paid on a monthly basis, on or before the tenth (10<sup>th</sup>) day of the following month, and shall be delivered to COUNTY at the address stated herein in Section 31, *NOTICES*. The percentage of CONCESSIONER's monthly income shall be calculated as follows:

a) PERCENTAGE FEE:

- i. CONCESSIONAIRE shall pay to COUNTY a percentage of the gross income on all sales, income or receipts arising from CONCESSIONAIRE'S operations at the Premises. Gross income shall not include any amount collected for State or Federal taxes.
- ii. CONCESSIONAIRE shall pay to COUNTY ten (10%) of the gross income in any calendar month received from all of CONCESSIONAIRE'S operations on the Premises. CONCESSIONAIRE shall provide a monthly financial report that includes gross receipts and a calculation of the percentage fee. CONCESSIONAIRE shall provide a monthly financial report that includes gross receipts and a calculation of the percentage fee.

11. REIMBURSEMENT OF FEES: In no event shall COUNTY or Reclamation be responsible for reimbursement of any fees paid by CONCESSIONAIRE'S patrons, invitees or guests.

12. TAXES AND ASSESSMENTS: This Agreement may confer a possessory interest tax on CONCESSIONAIRE and CONCESSIONAIRE shall pay and discharge any and all property taxes and/or assessments, including special assessments and possessory interest taxes, if any, which, due to CONCESSIONAIRE'S operations, may be levied upon the Premises during the term of this Agreement.

13. ACCOUNTING: CONCESSIONAIRE shall keep and maintain good and sufficient books and records of any and all business conducted under the terms of this Agreement, and shall keep financial records in accordance with generally accepted accounting principles. CONCESSIONAIRE shall keep such books of account, cash receipts and other pertinent data for a period of not less than six (6) years following the end of each year of the term of this Agreement. Such books and records shall be available for inspection by officers, employees and agents of COUNTY and/or Reclamation at all reasonable times. In addition, CONCESSIONAIRE shall complete (and submit to COUNTY) Reclamations' Annual Financial Report form(s).

CONCESSIONAIRE shall scrupulously endeavor to keep all receipts and accounts for the business conducted under the terms of this Agreement separate and apart from any other business enterprise. All business income derived from the operation of this concession shall be attributed to the gross income under this Agreement. Accounts for revenues from business enterprises owned by CONCESSIONAIRE at other locations than the Premises described herein shall be segregated from those of the Premises to allow accurate audit of income source, including provision of separate bank accounts.

For the purpose of ascertaining the amount payable as percentage Fees, CONCESSIONAIRE agrees to prepare accurate records showing inventories and receipts of merchandise at the Premises, and to show daily receipts from all sales and other transactions conducted from the Premises by CONCESSIONAIRE or any third party conducting business from the Premises. CONCESSIONAIRE shall record at the time of the sale and in the presence of the customer, all receipts from sales or other transactions for cash in a cash register that continuously records a cumulative total.

In addition to the monthly report required in Section 10 hereof, CONCESSIONAIRE shall submit, within thirty (30) days of the end of the fiscal year for each and every year of the term, including any extension thereof, an annual financial report that includes gross receipts and an accounting of all transactions, prepared by a licensed Certified Public Accountant (CPA), and certified to be correct by an officer of CONCESSIONAIRE.

COUNTY and/or Reclamation shall have the right, within twelve months after receipt of the annual financial report, to inspect all of the books of account and supporting data relating to gross receipts, and may, at COUNTY'S sole discretion, conduct of audit of CONCESSIONAIRE'S entire business affairs and records relating to CONCESSIONAIRE'S operations at the Premises. CONCESSIONAIRE, on fourteen days written notice, shall make all financial records available to COUNTY during regular business hours. In the event that any such inspection or audit discloses that CONCESSIONAIRE has not paid COUNTY the proper amount of Percentage Fees, CONCESSIONAIRE shall promptly pay the additional Fees due, together with interest computed from the date such Percentage Fee became due at the rate of TEN PERCENT (10%) per annum, or may conduct an independent audit of CONCESSIONAIRE'S entire business affairs and records relating to CONCESSIONAIRE'S operations at the Premises, certified by a certified public accountant or licensed public accountant. In the event of such an audit, should the gross receipts shown by CONCESSIONAIRE for the period covered by such audit be found to be understated by more than FIVE PERCENT (5%), CONCESSIONAIRE shall pay to COUNTY and/or Reclamation any costs incurred by COUNTY and/or Reclamation as a result of such audit and/or inspection.

14. **MAINTENANCE AND REPAIR:** CONCESSIONAIRE agrees to keep the Premises, including all buildings, improvements, landscaping, and all equipment in good maintenance and repair. The Premises shall be maintained in a sanitary, orderly, attractive and safe condition. CONCESSIONAIRE shall coordinate all door and gate locks or combination codes with COUNTY, and keep the garbage area clean and all garbage containers closed to prevent birds and other animals from gaining access to the garbage.

CONCESSIONAIRE shall provide, prior to performing any work under this Agreement, an annual Operation and Maintenance Plan to be approved by COUNTY. The parties agree that this Agreement is intended to be at no cost to COUNTY and that COUNTY shall have no obligation to maintain the Premises nor any improvements or landscaping thereon. Notwithstanding, COUNTY and Reclamation reserves the right to enter the Premises at any time for emergency purposes or any other purpose related to the Park.

CONCESSIONAIRE has examined the Premises, as well as the equipment described in Exhibit C, and has determined such to be suitable for the needs and operations of CONCESSIONAIRE. CONCESSIONAIRE hereby accepts the Premises and the items listed in Exhibit C in their current condition. Prior to the Commencement Date, COUNTY and CONCESSIONAIRE shall inspect the Premises and items listed in Exhibit C and provide an inventory of the condition.

CONCESSIONAIRE and COUNTY shall be responsible for maintenance and repair of the Premises as set forth in Exhibit "F", attached hereto and incorporated herein by reference. In the event CONCESSIONAIRE has not performed the necessary maintenance which causes the equipment items or infrastructure to fail, CONCESSIONAIRE shall be responsible for the replacement or repair, at its sole cost and expense.

In the event of an emergency such that the Premises requires immediate maintenance or repair that would otherwise be COUNTY's responsibility according to Exhibit "F" and CONCESSIONAIRE's operations would be negatively impacted by any delay, CONCESSIONAIRE may independently contract for such maintenance or repair. In such an event, CONCESSIONAIRE shall ensure that any maintenance or repair will conform to COUNTY maintenance standards, to be determined by COUNTY, and the cost of such maintenance or repair shall be allocated according to the responsibilities set forth in Section 10, *Special Use Fee*. Prior to contracting for any maintenance or repair that is COUNTY's responsibility, CONCESSIONAIRE shall provide COUNTY with notice of the emergency and an opportunity to respond to the emergency in a timely manner, according to the emergency contact information provided by COUNTY.

COUNTY, its agents, employees and contractors reserve the right to enter the Premises at all reasonable times, upon at least twenty-four hour notice to LESSEE (except in the case of emergency) to perform maintenance and repair, as needed on the Property; provided COUNTY shall be cognizant of the activities in the Premises and shall make an effort to provide advance notice. This right extends to public utilities in regard to repair, maintenance, construction and demolition of utility infrastructure on the Property, including appurtenances.

15. **FACILITIES:** CONCESSIONAIRE shall pay all costs of construction and installation of any and all improvements to the Premises incidental to the activities contemplated herein; including but not limited to landscaping and maintenance.

16. **IMPROVEMENTS/ALTERATIONS:** CONCESSIONAIRE agrees that any improvements, alterations, equipment, utilities, or utility infrastructure constructed or placed on the Premises, either permanent or temporary in nature, or any alterations or additions made to the Premises shall be subject to prior written approval by COUNTY. Concurrently with CONCESSIONAIRE'S request for approval of any CONCESSIONAIRE-built fixed-asset improvements to the Premises, CONCESSIONAIRE may propose an amortization schedule be applied to such improvement. COUNTY and CONCESSIONAIRE shall agree to any amortization schedule proposed pursuant to this Section prior to COUNTY'S issuance of written approval of the improvement. All improvements or alterations must be harmonious in form, line, color and texture with the surrounding landscape.



If COUNTY approves any new proposed improvement plans, such approval shall be deemed conditioned upon CONCESSIONAIRE acquiring permits or clearances from the appropriate governmental agencies, and the submission of such to COUNTY prior to commencement of work. CONCESSIONAIRE shall comply with all conditions of said permits or clearances in a prompt and expeditious manner. Any and all permits or clearances required shall be granted only on the merits of the application thereof, and nothing in this Agreement shall be construed to require COUNTY, or any other governmental agency, to grant such permits or clearances.

CONCESSIONAIRE shall pay when due all claims for labor or materials furnished or alleged to have been furnished to CONCESSIONAIRE for use on the Premises, which claims are or may be secured by any liens on the Premises or any interest therein. CONCESSIONAIRE shall give COUNTY no less than ten days written notice prior to the commencement of any work on the Premises, and COUNTY shall have the right to post Notices of Non-responsibility in or on the property as provided by law. If CONCESSIONAIRE contests in good faith the validity of any such lien, claim or demand, CONCESSIONAIRE shall, at its sole cost and expense, defend itself and COUNTY against the same, and shall pay and satisfy any such adverse judgment that may be rendered therefrom. Upon request by COUNTY, CONCESSIONAIRE shall furnish COUNTY with a copy of a surety bond satisfactory to COUNTY in an amount equal to such contested lien claim or demand indemnifying COUNTY from liability for same, and holding the property free and clear of the effect of such lien or claim.

- a) OWNERSHIP OF IMPROVEMENTS: COUNTY shall retain ownership of all improvements on the Premises, as well as all items listed on Exhibit C hereof.
- b) CONCESSIONAIRE RIGHT TO REIMBURSEMENT: In the event this Agreement is terminated prior to CONCESSIONAIRE amortizing the cost of CONCESSIONAIRE-built fixed-asset improvements to the Premises, CONCESSIONAIRE may request partial reimbursement for such improvements pursuant to such prior agreement as may be reached between CONCESSIONAIRE and COUNTY in regard to an amortization schedule for each individual improvement. In no event shall any value be attributed to CONCESSIONAIRE'S ownership interest beyond the term of the Master Agreement, and no financial obligation or risk shall reside in Reclamation for reimbursement for fixed assets or personal property as a result of this Agreement. In the event the Master Agreement expires or is terminated, CONCESSIONAIRE'S fixed assets and personal property must be removed from the Park unless an agreement is reached between Reclamation and CONCESSIONAIRE for a new concession agreement and Reclamation decides to keep the fixed assets.

17. UPDATE TO OPERATION AND MAINTENANCE PLAN: On January 1 of each and every year, CONCESSIONAIRE shall provide COUNTY with an update to the Operation and Maintenance Plan (described in Section 3, and attached hereto as Exhibit D). The updated Operation and Maintenance Plan will contain a description of any changes in CONCESSIONAIRE'S intended business operations for the ensuing year, as well as a description of proposed improvements, repairs, and general maintenance plans, including facilities, equipment and landscaping. The description of business operations will include any changes in goods or services offered at the Park by CONCESSIONAIRE, a price list detailing the costs for all goods and services offered, an estimate of gross revenues for the ensuing calendar year, and a list of current officers or principals conducting

business on behalf of CONCESSIONAIRE. CONCESSIONAIRE shall include proposed measures to be taken for the protection, conservation, and preservation of natural, historical, and cultural resources in the Park.

18. **UTILITY CHARGES:** Subject to COUNTY approval, CONCESSIONAIRE shall have the right to install any and all additional utility installations within the Premises that are required by the purposes contemplated herein. CONCESSIONAIRE shall pay charges for all CONCESSIONAIRE'S utilities such that all utility charges for CONCESSIONAIRE'S operations are independent of utility charges for the Park. CONCESSIONAIRE shall be responsible for maintaining any and all utilities to the Premises, and shall pay when due all charges for utilities now on the Premises, or constructed or placed on the Premises, for use by CONCESSIONAIRE.

The fee charged for utility services provided by Reclamation shall be based on the recovery of full operating and replacement costs for utility capital investments and comparable utility rates. Utility services include, but are not limited to electricity, gas, water waste disposal and communication systems.

19. **SIGNS:** CONCESSIONAIRE shall not erect any signs in the Park without express written consent of COUNTY. Reclamation's name and COUNTY'S name shall be displayed at the entrance to the Leased Premises.

20. **TRASH DISPOSAL:** CONCESSIONAIRE shall be responsible for the removal of all refuse, waste and rubbish from the Premises resulting from CONCESSIONAIRE'S operations and depositing such in proper receptacle which may be provided by COUNTY.

21. **WASTE:** No waste shall be committed in the Park, nor shall any nuisance or other acts be committed that disturb the enjoyment of the general public, the Park, its visitors, COUNTY, or any adjacent property owners.

22. **FIRE HAZARD:** CONCESSIONAIRE understands the Park covered herein is a "hazardous watershed fire area", as the same is defined in the Uniform Fire Code compiled by the California Fire Chiefs Association and adopted with modifications and amendments thereto by COUNTY, and shall take all reasonable fire precautions. CONCESSIONAIRE understands that portions of the Park may become subject to the jurisdiction of the U.S. Forest Service and to all of the fire prevention, control, and suppression laws, rules, and regulations of the Forest Service.

23. **ENVIRONMENTAL IMPAIRMENT:** CONCESSIONAIRE shall comply with all applicable laws, regulations, rules, and orders regardless of when they become or became effective, including without limitation those relating to construction, grading, signing, health, safety, noise, environmental protection, waste disposal, water and air quality, and shall furnish satisfactory evidence of compliance upon request of COUNTY. In addition, CONCESSIONAIRE shall comply with the Environmental Requirements set forth in Exhibit "G", attached hereto and incorporated herein by reference.

Should any discharge, leakage, spillage, emission, or pollution of any type occur in the Park due to CONCESSIONAIRE'S use and occupancy, CONCESSIONAIRE shall clean all property

affected to the satisfaction of COUNTY and any governmental body having jurisdiction thereover. CONCESSIONAIRE shall indemnify, hold harmless, and defend COUNTY and Reclamation from and against all liability, claim, cost, and expense (including without limitation any fines, penalties, judgments, litigation costs, attorney's fees, and consulting engineering and construction costs) incurred by COUNTY or Reclamation as a result of CONCESSIONAIRE'S breach of this Section, or as a result of any such discharge, leakage, spillage, emission or pollution due to CONCESSIONAIRE'S use and occupancy, regardless of whether such liability, cost or expense arises during or after the term of this Agreement, and regardless of negligence, active or passive, of COUNTY.

24. **TOXICS**: CONCESSIONAIRE shall not manufacture or generate hazardous wastes in the Park, including but not limited to pesticides, herbicides, sewer effluents, petroleum products, and liquid waste (grey water). CONCESSIONAIRE shall be fully responsible for any hazardous wastes, substances or materials as defined under federal, state or local law, regulation, or ordinance that are manufactured, generated, used, placed, disposed, stored, or transported by CONCESSIONAIRE, its agents, employees, or designees in the Park during the term of this Agreement and shall comply with and be bound by all applicable provisions of such federal, state, or local law, regulation, or ordinance dealing with such wastes, substances, or materials. CONCESSIONAIRE shall notify COUNTY and the appropriate governmental emergency response agency(ies) immediately in the event of any release or threatened release of any such wastes, substances or materials.

- a) On the Premises CONCESSIONAIRE shall not:
  - i. Keep, store, or sell any goods, merchandise, or materials that are in any way explosive or hazardous (besides fuel for launches);
  - ii. Carry-on any offensive or dangerous trade, business, or occupation; or
  - iii. Use or operate any machinery or apparatus that shall injure the Premises or adjacent buildings in any way
- b) Nothing in this Section shall preclude CONCESSIONAIRE from bringing, keeping, or using on or about said Premises such materials, supplies, equipment, and machinery as is appropriate or customary in carrying-on CONCESSIONAIRE'S business
- c) CONCESSIONAIRE shall comply with all applicable laws and best practices pertaining to the use, storage, transportation, and disposal of hazardous substances. Gasoline, oil and other materials considered under law or otherwise to be hazardous to public health and safety shall be stored, handled, and dispensed as required by present or future regulations and laws.
- d) CONCESSIONAIRE shall notify COUNTY immediately in the event of any release or threatened release of any such wastes, substances or materials. In the event that such wastes, substances, or materials are released upon the property by CONCESSIONAIRE or others under its control, COUNTY may terminate this agreement immediately. Upon termination of this Agreement by COUNTY, all rights of CONCESSIONAIRE shall cease and CONCESSIONAIRE shall quietly and peacefully deliver to COUNTY, possession and interest in the property.

- e) CONCESSIONAIRE shall protect, indemnify, defend, and hold harmless the State, and Reclamation or any of its affiliates, successors, principals, employees, or agents against any liability, cost, or expense, including attorney fees and court costs, arising from illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, by CONCESSIONAIRE. Where CONCESSIONAIRE is found to be in breach of this provision due to the issuance of a government order directing CONCESSIONAIRE to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition directly caused by CONCESSIONAIRE or any person acting under CONCESSIONAIRE'S direct control or authority, CONCESSIONAIRE shall be responsible for all cost and expense of complying with such order, including any and all expenses imposed on or incurred by the State in connection with or in response to such government order. Notwithstanding the foregoing, in the event a government order is issued naming CONCESSIONAIRE, or CONCESSIONAIRE incurs any liability during or after the term of the Contract in connection with contamination that preexisted the CONCESSIONAIRE'S obligations and occupancy under this Contract or prior contracts, or that were not directly caused by CONCESSIONAIRE, the State shall be solely responsible as between CONCESSIONAIRE and the State for all expenses and efforts in connection therewith, and State shall reimburse CONCESSIONAIRE for all reasonable expenses actually incurred by CONCESSIONAIRE therewith.
  
- f) Upon termination of this Contract, when requested by State, CONCESSIONAIRE shall provide to COUNTY certification prepared by a Certified Industrial Hygienist that there is no hazardous waste contamination and/or damage to the Premises.

25. **COMPLIANCE WITH THE LAW:** CONCESSIONAIRE and CONCESSIONAIRE'S customers, licensees, invitees or guests shall comply with all local, County, State, and Federal laws, rules, regulations, Executive Orders, and all Reclamation Policies and Directives and Standards affecting the property, existing now or hereafter in effect. CONCESSIONAIRE'S occupancy shall at all times be subject to County Park rules, regulations, and restrictions per Santa Barbara County Code, Chapter 26. CONCESSIONAIRE shall make a copy of the County Park Rules, including any subsequent amendments thereto, available to each customer, licensee, invitee or guest.

CONCESSIONAIRE shall comply with Executive Order 13658, establishing a minimum wage for contractors. CONCESSIONAIRE acknowledges that all rights and privileges extended through this Contract are subject to the terms, conditions, exceptions, and reservations memorialized in the "Management Agreement" attached to, and made a part of this Contract as Exhibit "K" the "Reclamation Manual, Directives and Standards, LND 04-02"

26. **PROTECTION OF THE WATERS OF THE LAKE:** It is understood by the CONCESSIONAIRE that the waters of the Cachuma Reservoir are to be used as a domestic water supply for the south coastal section of Santa Barbara County and that the continued permitted use of the Cachuma Recreation Area depends on COUNTY adequately protecting the waters of the reservoir and the area adjacent thereto against pollution, contamination or unsanitary conditions. CONCESSIONAIRE covenants that, in the conduct of its business and operations hereunder, it

will diligently guard against the contamination or pollution of the waters and adjacent land areas by CONCESSIONAIRE, its agents, servants or employees and by the general public.

27. **WATER LEVEL OF CACHUMA LAKE:** The water level of Cachuma Lake is subject to change and fluctuation from natural causes, and/or the use of waters for the reservoir for domestic water supply and other purposes. In the event that the Premises are permanently inundated, or imminently threatened with permanent inundation due to any cause whatsoever, such that the rights granted to CONCESSIONAIRE hereunder can no longer be exercised, CONCESSIONAIRE may remove, at no cost or expense to COUNTY, such improvements as CONCESSIONAIRE has constructed hereunder to an alternate site mutually agreed upon in writing by COUNTY and CONCESSIONAIRE and this Agreement shall remain in effect for the remaining portion of the term. In the event of inundation precluding exercise of the rights granted to CONCESSIONAIRE hereunder, and a mutually agreed upon site for relocation of CONCESSIONAIRE'S improvements is not found in the Cachuma Recreational Area, CONCESSIONAIRE may remove and relocate its improvements to a site other than the Cachuma Recreational Area, and CONCESSIONAIRE shall retain ownership of such improvements.

28. **INDEMNIFICATION:** CONCESSIONAIRE shall defend, indemnify and hold harmless the COUNTY and Reclamation, its officers, agents, employees and volunteers, including its officers, agents, employees, contractors and assigns from any and all claims, demands, damages, costs, expenses (including attorney's fees), judgments or liabilities arising out of the activities described herein, caused in whole or in part by any alleged negligent or intentional act, or error or omission of the CONCESSIONAIRE, his tenants, licensees, invitees, or his agents, employees or other independent contractors directly responsible to him for whose acts any of them may be liable, except where caused by the sole negligence or willful misconduct of the COUNTY.

CONCESSIONAIRE shall notify the COUNTY in writing immediately after the occurrence of any accident of a serious nature causing damage or injury.

29. **INSURANCE:** CONCESSIONAIRE shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the CONTRACTOR, its agents, representatives, employees or subcontractors.

a) **Minimum Scope of Insurance**

Coverage shall be at least as broad as:

- i. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate.
- ii. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if CONCESSIONAIRE has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

- iii. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONCESSIONAIRE maintains higher limits than the minimums shown above, the COUNTY requires and shall be entitled to coverage for the higher limits maintained by the CONCESSIONAIRE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

b) Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured** – COUNTY and Reclamation, and each of its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONCESSIONAIRE including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONCESSIONAIRE'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- ii. **Primary Coverage** – For any claims related to this Agreement, the CONCESSIONAIRE'S insurance coverage shall be primary insurance as respects the COUNTY, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, agents or volunteers shall be excess of the CONCESSIONAIRE'S insurance and shall not contribute with it.
- iii. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the COUNTY.
- iv. **Waiver of Subrogation Rights** – CONCESSIONAIRE hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said CONCESSIONAIRE may acquire against the COUNTY by virtue of the payment of any loss under such insurance. CONCESSIONAIRE agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.
- v. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the CONCESSIONAIRE to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- vi. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best's Insurance Guide rating of "A- VII".
- vii. **Verification of Coverage** – CONCESSIONAIRE shall furnish the COUNTY with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the COUNTY before work commences. However, failure to obtain the

- required documents prior to the work beginning shall not waive the CONCESSIONAIRE'S obligation to provide them. The CONCESSIONAIRE shall furnish evidence of renewal of coverage throughout the term of the Agreement. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
- viii. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, COUNTY has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and failure to maintain or renew such coverage or to provide evidence of renewal may be treated by COUNTY as a material breach of contract.
  - ix. **Subcontractors** – CONCESSIONAIRE shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONCESSIONAIRE shall ensure that COUNTY and Reclamation is an additional insured on insurance required from subcontractors.
  - x. **Special Risks or Circumstances** – COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. CONCESSIONAIRE agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of COUNTY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of COUNTY.

30. **NONDISCRIMINATION:** CONCESSIONAIRE shall comply with COUNTY laws, rules and regulations regarding nondiscrimination as such are found in the Santa Barbara Code and as such may from time to time be amended. These provisions are incorporated herein as if they were fully set forth. CONCESSIONAIRE shall also comply with the Equal Opportunity requirements set forth in Exhibit "H", attached hereto and incorporated herein by reference, the requirements regarding non-segregated facilities set forth in Exhibit "I", attached hereto and incorporated herein by reference.

The Concessionaire will comply with all Federal statutes relating to nondiscrimination as set forth in Exhibit J. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion, sex, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) any other nondiscrimination provisions in the specific statute(s) under which this agreement is being made; and, (f) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

Noncompliance with provisions of this Section shall constitute a material breach of this Agreement and in addition to any other remedies provided by law, COUNTY shall have the right to terminate this Agreement and the interest hereby created without liability therefore.

31. **NOTICES:** Any notice to be given to the parties, by another, shall be in writing and shall be served, either personally or by mail to the following:

COUNTY: Santa Barbara County Parks Department  
123 Anapamu Street, 2nd Floor  
Santa Barbara, CA 93101  
(805) 568-2461  
contact@sbparks.org

CONCESSIONAIRE: Santa Barbara Community Rowing  
606 Alamo Pintado  
Suite 3-291  
Solvang, CA 93643  
(206) 660-3567  
bwbolton@hotmail.com

Such notices shall be served by depositing them addressed as set out above, postage prepaid, in the U.S. mail or by personal delivery. The date of mailing, or in the event of personal delivery, the date of delivery shall constitute the date of service.

32. **ABANDONMENT:** If CONCESSIONAIRE abandons the Premises, COUNTY may continue this Agreement in effect after CONCESSIONAIRE'S abandonment and recover Fees as they become due. If COUNTY chooses to terminate this Agreement, COUNTY may, but shall not be obligated to, remove the personal property of CONCESSIONAIRE and store same, at CONCESSIONAIRE'S expense. Alternatively, COUNTY may dispose of said property and shall have no liability therefor.

33. **DESTRUCTION:** If the Premises are partially or totally destroyed by fire or other casualty, this Agreement, at the option of COUNTY shall terminate.

34. **DEFAULT BY CONCESSIONAIRE:** Except as otherwise required herein, should CONCESSIONAIRE at any time be in default hereunder with respect to any covenant contained herein, COUNTY shall give notice to CONCESSIONAIRE specifying the particulars of the default and CONCESSIONAIRE shall promptly commence remedial action to cure the default. Should such default continue uncured for a period of thirty (30) calendar days from such notice, then, in addition to any other rights COUNTY may be entitled to at law, COUNTY may terminate the rights of CONCESSIONAIRE granted in this Agreement, unless the cure of such default shall reasonably take more than thirty (30) calendar days in which case CONCESSIONAIRE shall proceed with all due speed to cure the default and shall have a reasonable time to effectuate its cure.



35. **WAIVER:** It is understood and agreed that any waiver, express or implied of any term of this Agreement shall not be, nor construed to be a waiver of any subsequent breach of a like kind or of any other provision of this Agreement.

36. **TERMINATION:** This Agreement shall terminate and all rights of CONCESSIONAIRE shall cease and CONCESSIONAIRE shall quietly and peacefully deliver to COUNTY, possession and interest in the Premises:

- a) Upon expiration or earlier termination of this Agreement; or
- b) Upon expiration or earlier termination of the Master Agreement; or
- c) Upon abandonment of the Premises as provided in Section 32, *ABANDONMENT*, and COUNTY'S option to terminate this Agreement; or
- d) As provided for in Section 9, *NONINTERFERENCE*; or
- e) As provided for in Section 33, *DESTRUCTION*; or
- f) Upon COUNTY'S receipt of notice of CONCESSIONAIRE'S bankruptcy, insolvency, or the appointment of or taking possession by a bankruptcy trustee or custodian; or
- g) In the event CONCESSIONAIRE is found to be in non-compliance with any permits associated with this Agreement and such non-compliance is not resolved in a timely fashion; or
- h) Upon the failure of CONCESSIONAIRE to satisfy, observe or perform any of the covenants, conditions or reservations set forth in this Agreement and COUNTY'S exercise of its right to terminate.

In addition to COUNTY'S rights to terminate this Agreement, Reclamation shall have the right to terminate this Agreement, for cause, upon sixty days written notice to CONCESSIONAIRE of a material breach of this Agreement, and the failure of CONCESSIONAIRE to cure such breach in a timely manner.

Upon expiration or termination of this Agreement, CONCESSIONAIRE shall return the Premises and the equipment and personal property described in Exhibit C to COUNTY in the same condition as existed prior to the Commencement Date, ordinary wear and tear excepted. In the event this Agreement is terminated prior to CONCESSIONAIRE amortizing the cost of CONCESSIONAIRE-built fixed-asset improvements to the Premises, CONCESSIONAIRE may request from COUNTY partial reimbursement for such improvements, subject to the method for determining the amount of such reimbursement described in Exhibit C. In the event the Master Agreement expires or is terminated, CONCESSIONAIRE'S fixed assets and personal property must be removed from the Park unless an agreement is reached between Reclamation and CONCESSIONAIRE for a new concession agreement and Reclamation decides to keep the fixed assets.

37. **REMOVAL OF PROPERTY UPON TERMINATION:** Upon termination of this Agreement, CONCESSIONAIRE shall vacate and return possession of the Premises and those items listed in Exhibit C to COUNTY. COUNTY may require CONCESSIONAIRE to remove any and all CONCESSIONAIRE constructed improvements, alterations and equipment. However, any improvements to the Premises that have been approved by COUNTY pursuant to Section 16 hereof, including utilities, shall remain property of the COUNTY. Any removal of property by CONCESSIONAIRE shall be completed within sixty (60) days of written request by COUNTY and

shall be done at CONCESSIONAIRE'S sole cost and expense. CONCESSIONAIRE shall restore the Premises as nearly as possible to its original condition.

38. **AGENCY DISCLOSURE:** CONCESSIONAIRE acknowledges that the General Services Department, Facilities Services Division, of the COUNTY is the agent for the COUNTY exclusively, and is neither the agent for CONCESSIONAIRE nor a dual agent in this transaction.

39. **AMENDMENTS:** This Agreement may only be amended by written consent of the parties and such changes shall be binding upon the heirs or successors of the parties.

40. **CAPTIONS:** The title or headings to the sections of this Agreement are not a part of this Agreement, and shall have no effect upon the construction or interpretation of any part hereof.

41. **SEVERABILITY:** If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

42. **CERTIFICATION OF SIGNATORY:** The signatories of this Agreement and each of them represent and warrant that they are authorized to execute this Agreement and that no additional signatures are required to bind COUNTY and CONCESSIONAIRE to its terms and conditions or to carry out duties contemplated herein.

43. **ENTIRE AGREEMENT:** The parties to this Agreement intend that their negotiations, conversations and statements made prior to execution of this Agreement are fully integrated and expressed herein, and no such negotiations, conversations, and statements shall be deemed to create rights or obligations other than those stated herein.

44. **CONSTRUCTION:** The parties to this Agreement agree that each party and its respective counsel have reviewed and approved this Agreement to the extent that each party in its sole discretion has desired, and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement. The terms and conditions of this Agreement embody the parties' mutual intent, and this Agreement shall not be construed more liberally in favor of, nor more strictly against any party hereto.

Project: Cachuma Lake Concession  
APN: 145-160-072

**IN WITNESS WHEREOF**, COUNTY and CONCESSIONAIRE have signed this Concession Agreement by the respective authorized officers as set forth below to be effective on the date executed by COUNTY.

“COUNTY”  
COUNTY OF SANTA BARBARA

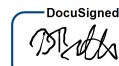
ATTEST:  
MONA MIYASATO  
CLERK OF THE BOARD

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

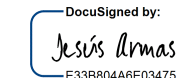
By: \_\_\_\_\_

Date: \_\_\_\_\_


“CONCESSIONAIRE”

DocuSigned by:  
  
D901B68A49C94B3...  
Brian Bolton  
President Santa Barbara Community Rowing

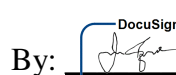
APPROVED:

DocuSigned by:  
  
E33B804A6E03475...  
Jesús Armas  
Director, Community Services Dept.

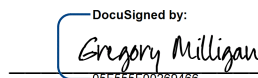
APPROVED AS TO FORM:  
RACHEL VAN MULEM  
COUNTY COUNSEL

DocuSigned by:  
  
B9628E0E6649481...  
By: \_\_\_\_\_  
Mike Munoz  
Deputy County Counsel

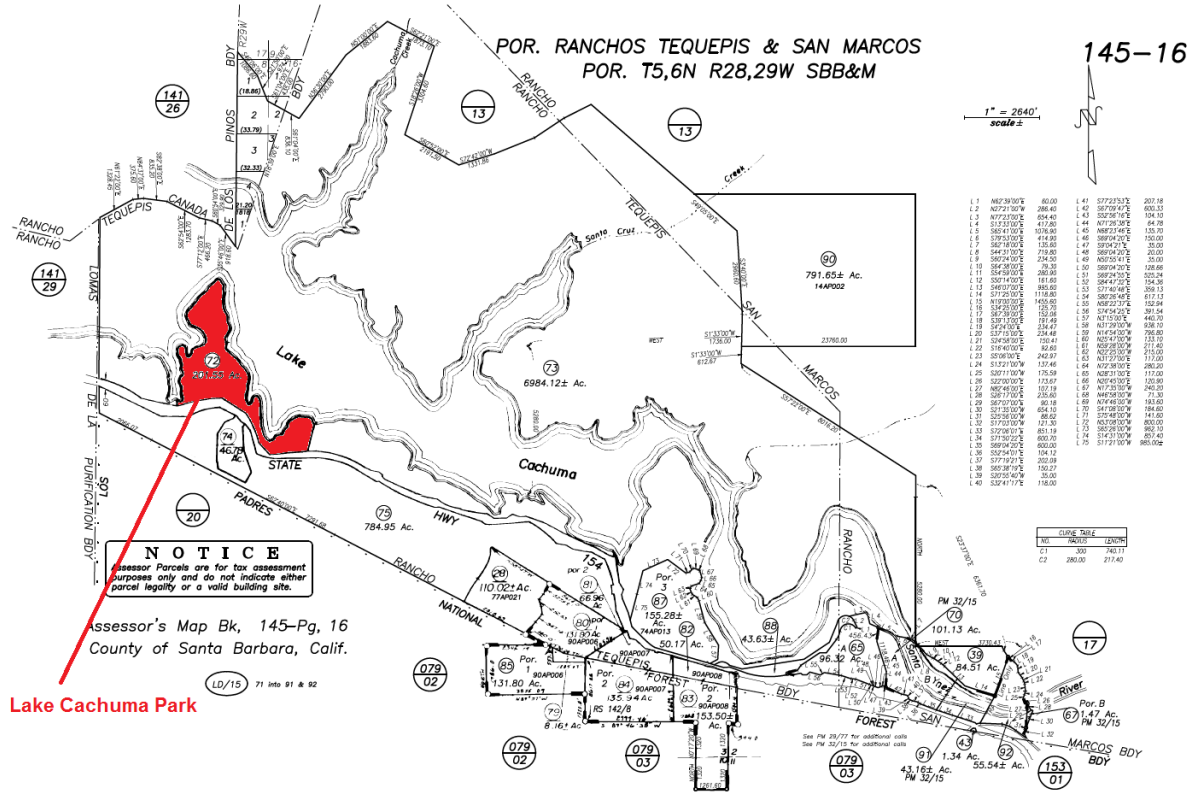
APPROVED AS TO ACCOUNTING FORM:  
BETSY M. SCHAFFER, C.P.A.  
AUDITOR-CONTROLLER

DocuSigned by:  
  
8B447FA15901943F...  
By: \_\_\_\_\_  
Deputy

APPROVED:

DocuSigned by:  
  
05F555F00269466...  
Greg Milligan  
Risk Manager

# EXHIBIT A Lake Cachuma "Park"



**NOTICE**  
Assessor Parcels are for tax assessment purposes only and do not indicate either parcel legality or a valid building site.

Assessor's Map Bk, 145-Pg, 16  
County of Santa Barbara, Calif.

Lake Cachuma Park

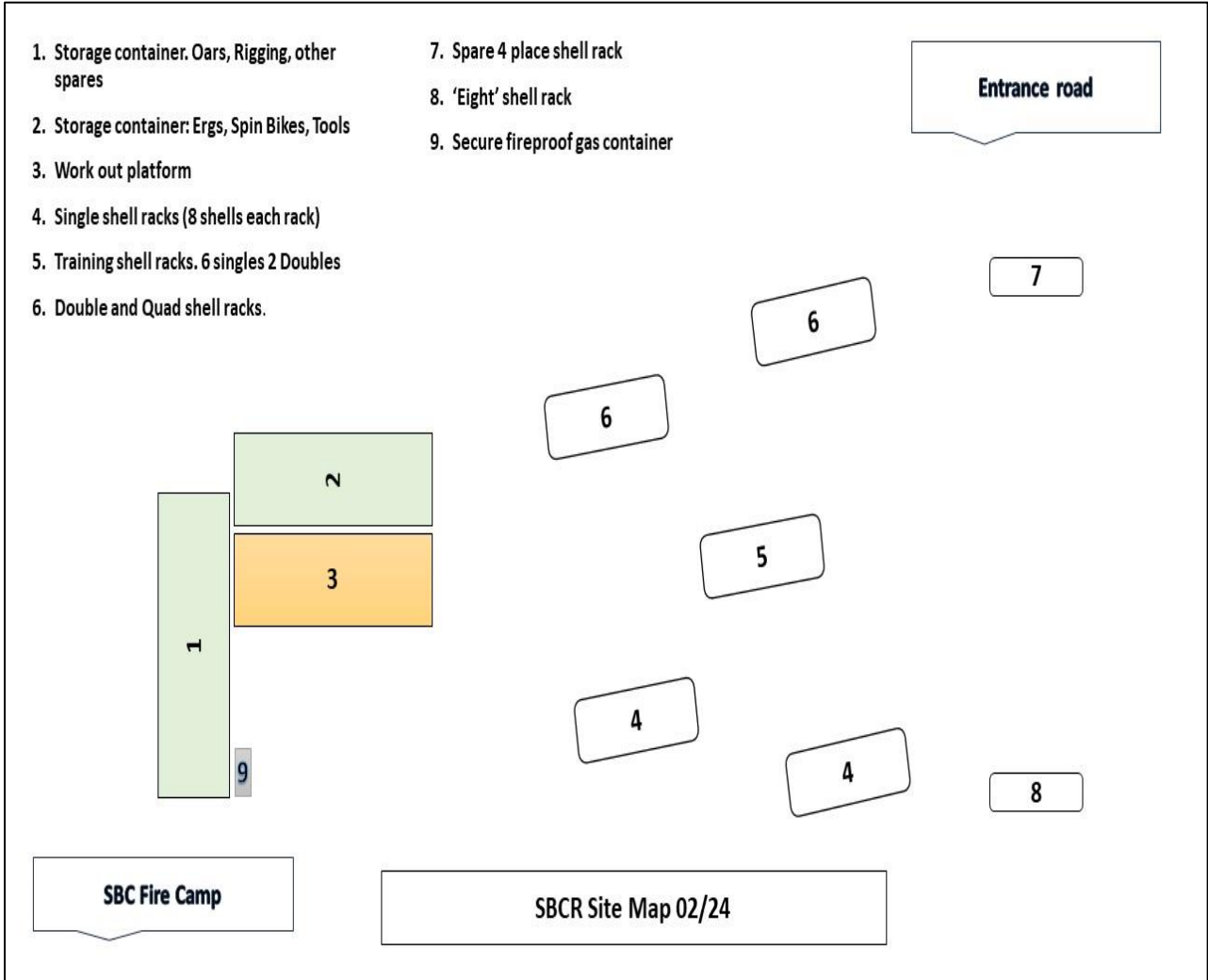
L1	5823100'E	60.00	L41	S772310'E	207.16
L2	N72310'W	386.40	L42	S71230'W	850.33
L3	N72310'W	264.40	L43	S5230'16"E	154.35
L4	S12310'E	47.20	L44	N87234'40"E	64.70
L5	S6241'00"E	3176.00	L45	N88234'40"E	150.70
L6	S32310'E	214.80	L46	S88234'40"E	150.00
L7	S62310'0"E	136.00	L47	S9234'21"E	20.00
L8	S42310'0"E	276.00	L48	S88234'40"E	150.00
L9	S62310'0"E	234.20	L49	N0235'41"E	20.00
L10	S54310'0"E	20.20	L50	S89234'40"E	126.66
L11	S42310'0"E	300.00	L51	S88234'40"E	150.24
L12	S32310'0"E	181.00	L52	S88234'40"E	150.24
L13	S42310'0"E	185.00	L53	S7140'16"E	201.15
L14	S71230'0"E	118.80	L54	S8235'40"E	617.13
L15	N0235'41"E	145.00	L55	N0235'41"E	152.54
L16	S42310'0"E	125.70	L56	S3434'24"E	391.54
L17	S31310'0"E	154.44	L57	N4132'0"E	442.70
L18	S234'0"E	134.27	L58	N3739'00"W	936.70
L19	S37310'0"E	254.44	L59	N4132'0"E	792.82
L20	S37310'0"E	254.44	L60	N0247'00"W	233.10
L21	S3430'0"E	126.47	L61	N0247'00"W	211.40
L22	S164'0"E	92.60	L62	N0247'00"W	211.40
L23	S3230'0"E	242.97	L63	N3739'00"W	117.00
L24	S12310'0"E	137.46	L64	N3739'00"W	282.20
L25	S32310'0"E	175.59	L65	N0231'00"E	117.00
L26	S2230'0"E	115.67	L66	N2343'00"E	120.80
L27	N0240'0"E	137.19	L67	N7735'00"E	240.20
L28	S22310'0"E	125.60	L68	N2343'00"E	120.80
L29	S22310'0"E	80.10	L69	S4748'00"W	181.00
L30	S12310'0"E	664.20	L70	S12310'0"E	74.00
L31	S22310'0"E	80.20	L71	N0235'41"E	141.00
L32	S1730'0"E	871.30	L72	N0235'41"E	800.00
L33	S1730'0"E	871.30	L73	S232'0"E	950.10
L34	S1730'0"E	800.70	L74	S1431'00"W	857.40
L35	S6230'0"E	400.00	L75	S12310'0"E	860.00
L36	S2320'0"E	104.12			
L37	S7737'0"E	202.00			
L38	S6230'0"E	152.27			
L39	S2320'0"E	30.00			
L40	S3241'7"E	118.00			

**EXHIBIT B**  
**“Premises”**

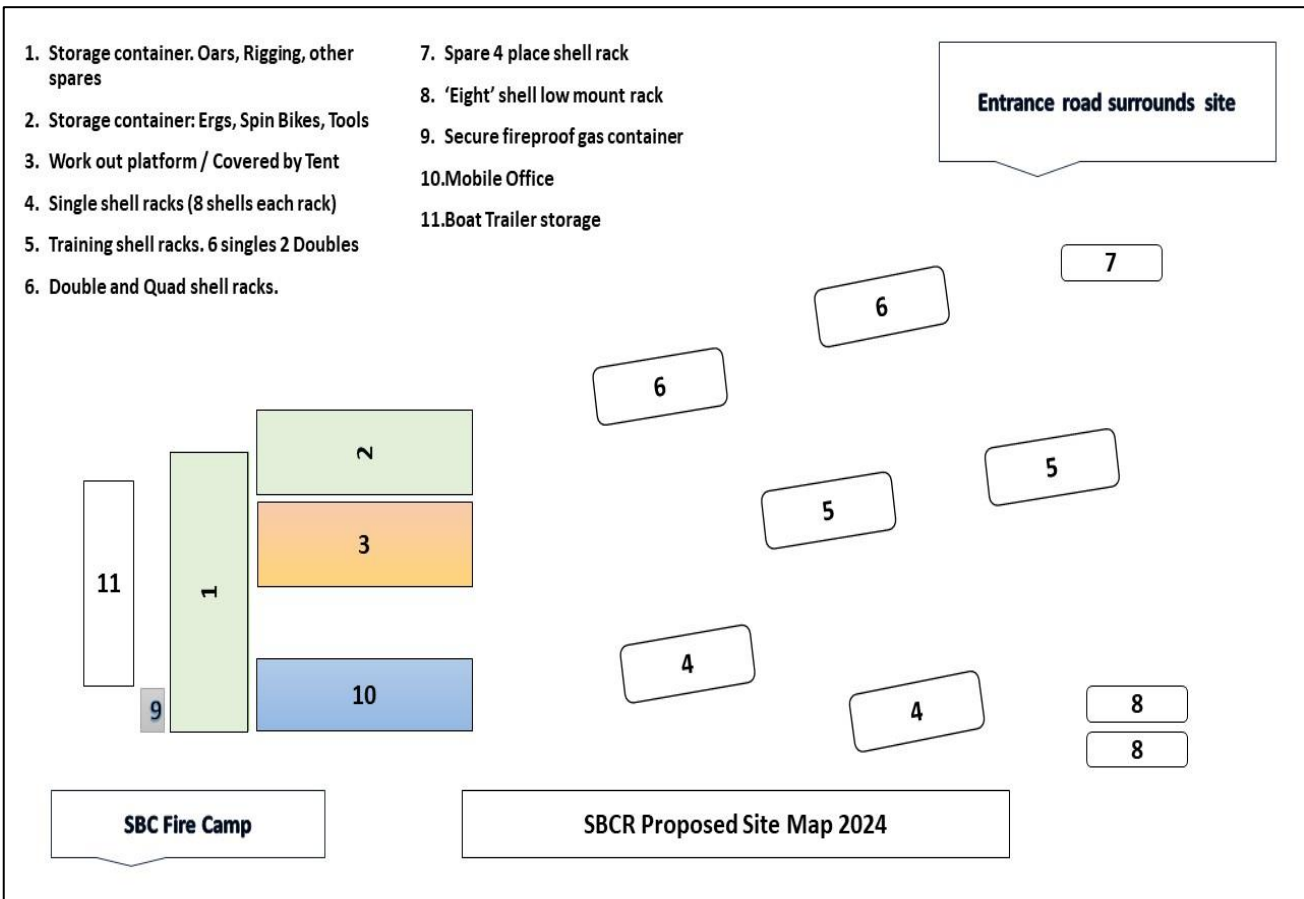
**Cachuma Lake Rowing Center with Waterfront Storage and Launching Area**



## EXHIBIT B “Premises”



## Exhibit B “Premises”



## EXHIBIT C “Equipment List” (Provided by Concessionaire)

### Summary Equipment Sheet Santa Barbara Community Rowing 2024

Description	Number	Detail
<b>Storage Containers 20 x 40</b>	2	1 stores Ergs, Spin Bikes, Weights, Tools 1 stores Oars, Rigging, Spare parts,
<b>Workout Platform 20 x 40</b>	1	Constructed of 6 sections of ex floating dock
<b>Spare floating dock sections</b>	2	Note: UCSB dock is used to launch
<b>Boat Racks</b>		
8 place	5	
4 place	1	
<b>Shells</b>		
Owned	31	1x8      Racing eight 2x4      1x Coxed quad, 1x uncoxed quad 11x2     7 Racing doubles, 4 Training Recreational doubles 17x1     6 training singles, 3 recreational singles, 8 racing singles
Private owned	5	racing singles
<b>Oar sets</b>		
Owned	16	Dreher sculling oars
Private	5	
<b>Launches</b>	2	1 x Stillwater, 1 x Boston Whaler Safety equipment fitted, eg: Life jackets for rowers Fire extinguisher Megaphone
<b>Land Based Training Equipment</b>		
Concept 2 Ergs	10	
Spin Bikes	9	
Resistance		Free weights / medicine balls / weight racks / mats
<b>Other</b>		Spare parts for shells / launches. eg Seats, shoes, oar locks, rigging, keels Various hand tools: wrenches, allen keys, screw drivers etc. Storage Shelving in Containers holds tools and spares Indoor oar racks in container. Outdoor oar rack Transport boat rack (Orange). Fits in truck bed for carrying shells Gas Tank Storage Cabinet



## **Exhibit D**

### **Santa Barbara Community Rowing Operations & Maintenance Plan**

#### **Section 1 Operations Plan**

##### **Objectives**

- a) SBCR will run, on behalf of the Santa Barbara County community, specific programs to develop youth and adult rowing and associated fitness programs according to needs.
  
- b) From recreational rowing that introduces people in an inclusive way to the sport and allows them to enjoy the beauty of Cachuma Lake whilst improving fitness within a social setting; to high level competitive programs designed to develop athletes to their potential.
  
- c) SBCR has a strong focus on developing youth and consequently will also develop and run programs for Middle and High schools within Santa Barbara County. Further, rowing attracts significant scholarships to colleges and SBCR will assist athletes who wish to pursue these opportunities in reaching their goals.

In order to reach these objectives, SBCR will provide in the first instance, but not limited to, the following operational products that maybe amended or added to as SBCR see fit and with consultation with Santa Barbara County parks:

- a) **Community Weekends.**
  - a. A low cost introduction to rowing for up to 20 individuals managed by the SBCR Coach and supported by additional coaches and competent (Safe Sport trained where relevant) volunteers from the membership to ensure safety and competence.
  - b. The program takes approximately two to three hours each day, Saturday and Sunday.
  - c. SBCR will run a minimum of three such weekends per year, announced on the SBCR website and published at least one month in advance. The coach will communicate the schedule with the Park Rangers.
  
- b) **Learn to Row**
  - a. These programs are designed to make a complete novice into a rower who is competent to safely row unaided and facilitate them in joining a full time group at SBCR.

- b. The programs are typically twelve two hour sessions, run over a six week period. The number of sessions maybe adapted according to the competence levels of each rower.
- c. SBCR will run a minimum of three such programs per year.
- d. Each rower will pay a fee per program.

**c) Recreational and Technical Rowing**

- a. Designed to allow rowers of all ages and skill levels to enjoy the sport and the lake at their own pace whilst receiving relevant technical coaching input.
- b. Rowers need to have completed a Learn to Row course with SBCR or pass a competence evaluation with the SBCR coach.
- c. Requires the rower to pay a monthly fee and to offer volunteer hours.
- d. SBCR will typically provide three two-hour sessions per week within the fee. Sessions are weather and other event dependent.
- e. SBCR will offer private lessons where practical at additional cost.

**d) Competitive Rowing**

- a. Designed to facilitate rowers of all ages to compete at the level appropriate to the athlete.
- b. Requires intense coaching in all aspects of technical rowing, race strategies and physical fitness that includes significant land-based workout programs.
- c. SBCR will work with the athletes to establish and provide a program to meet the agreed goals of the athlete and club.
- d. SBCR will provide the organizational and logistic support to compete in away regattas at the cost of the athlete unless supported by a previously agreed SBCR sponsored scholarship.
- e. Requires the athlete to pay a monthly fee.
- f. SBCR will typically provide two x two-hour water based sessions per week (weather and other event dependent). Land based workout sessions will be additional or concurrent with water-based sessions as determined by the SBCR coach.
- g. SBCR will offer private lessons where practical at additional cost.

**e) Youth Specific programs**

- a. Middle School and High School Learn to Row and Competitive programs:
  - i. As per Section 1 a: b &d but targeted for Juniors unaffiliated to any school program.
  - ii. Sessions are typically run after school.
  - iii. Competitive sessions are typically four ninety minute sessions per week
  - iv. Note: Youth competitive programs are typically

seasonal, Fall and Spring. Athletes will pay a single seasonal program fee plus any out of pocket expenses related to regattas, unless the athlete has a pre agreed SBCR scholarship.

i. Note: Any Juniors who have completed a Learn to Row program are eligible to join the Recreational and Technical group rowing sessions.

b. School teams

- i. SBCR will offer schools the youth specific programs as per e) under the schools own school name, such that the school may offer PE credits to the student and race under its own name.
- ii. All school programs will be run and governed solely by the policies of SBCR as agreed with Santa Barbara County.
- iii. The school will insure and pay a fee per athlete.

**f) Camps**

- a. SBCR will offer Summer Camps for youth offering a condensed Learn to Row and related land based activities.
- b. Winter Training Camps will be offered to clubs who are unable to row year round
- c. Leadership and team training events will be offered to local businesses for their employees, incorporating Learn to Row methods.
- d. Cross Training camps will be offered to other sport teams.

## **Section 2**

### **Facility Maintenance Plan**

#### **Daily/Per Usage:**

- Pick up any trash left on ground put in Trash /Recycle Cans
- All Equipment safely away, tied down as necessary
- Pick up unclaimed gear, to Lost and Found Bin
- Containers closed and locked at end of day
- Wipe down land equipment with paper towel and disinfectant, wipes to trash
- Boats- Check tightness of rigger bolts, top nuts, foot stretchers, seat tracks- tighten as necessary
- Check Heel ties, adjust to three-finger rule if too loose
- Plug in electronics to recharge (coxbox, speedcoach, strokecoach, etc)-power will be solar
- Check Bowball is secure
- Check hull for any damage- puncture/crack/etc- report damage on Equipment Whiteboard
- Review Equipment Damage board daily and schedule repair work- tag hulls not to be used.
- Fill Gas Tanks for Safety Launches

#### **Biweekly:**

- Empty Trash Cans to Trash Bins
- Empty Recycle Cans to Recycle Bins

**Monthly:**

- Contents of Lost and Found Bin washed, folded, donated
- Restock First Aid Kit as necessary
- Verify tents tied down adequately
- Replenish Facility Maintenance supplies- paper towels, toilet paper, disinfectant, trash bags, etc

**Quarterly:**

- Replenish Equipment spare parts as necessary- nuts/bolts/washers/pop spacers/etc
- Check Launch Boxes for: life preservers, thermal blanket, hand pump, first aid kit

**Semi-Annually:**

- Clean Fly wheels on Erg's and RP's
- Check battery health ergs and other land equipment
- Hose down tents
- Oar Maintenance:
  - Grips- replace as necessary
  - Cuffs, collars, handles tight and in good order
  - Blade integrity

**Annually:**

- Launches:

Haul and clean hull, check hull integrity

- Check Steering cables, repair/replace as necessary
- Outboard annual maintenance (outside mechanic)
- Replace bumpers and lines as necessary

- Check navigation lights, replace/repair as necessary

- Every Shell stripped all the way down and reviewed in detail, re-rigged:

Bolts/nuts/washers cleaned and replaced as necessary

- Oar Locks

- Seats/wheels/undercarriage

- Seat Tracks

- Bowballs

- Footstretchers

- Steering cable and apparatus, rudder

- If hull in need of repair schedule with appropriate boatman

- Employee Training and Updating of maintenance procedures and expectations

Spring 2024

## **Santa Barbara Community Rowing Safety Protocol**

### **Important Numbers**

Gracie Barbara	Head Coach	703-459-6677
Cachuma Front Gate		805-686-5055
Duke Loster	Head Ranger	805-896-7015
Brian Bolton	President - BOD	214-682-7885

### **Training & Standards**

Ensure all coaches and staff are up to date on any required: boating licenses, background checks, First Aid/CPR, and any other requirements necessary for compliance with local, state, federal law, or club policies.

Make sure all coaches can complete the organization's required safety responses, emergency actions, and athlete-in-the-water rescue procedures.

### **Member requirements**

All members must have:

- A signed waiver
- A completed swim test
- Watched the USRowing Safety Video
- Be familiar with club and lake emergency safety protocol

### **Coaching/Safety Launch**

The coaching/safety launch should be equipped with:

- Enough life jackets (PFDs) for each rower under the coach's care.
- A paddle for the coaching/safety launch itself; waterproof First Aid kit, fire extinguisher, emergency blankets, type IV throwable PFD, a throw rope, and a sound producing device (horn/whistle).
- Tool kit for minor rowing equipment repair. Include wrenches, appropriate hardware, tapes, tools, and materials for small repairs. Only minor repairs should be done on the water.
- Keep engine well-serviced so that it will start and operate with minimal effort. Have a plan in place if a coaching launch runs out of gas or breaks down.
- If the engine has a wearable kill switch, require that it be worn while the launch is in operation. The launch driver must wear the cord that activates the safety/kill switch in accordance with the motor manufacturer's literature.

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### Before launching, check the following on the rowing shells:

- Nuts on the rigging are tight, position of foot stretchers and the smoothness of slide are acceptable.
- Heel ties on shoes must be firmly connected, correct length of 3" and in good condition. Being able to quickly remove feet is critical especially if boat flips. (If using mules or quick-release shoes, make sure they are in working order).
- Clothing cannot become entangled in your seat or oar handle.
- Proper safety devices are on the shell, such as lights, PFD if unaccompanied, cell phone in watertight container, water.
- Check the bow ball to make sure it is white and securely fastened.

### Incident Reports

The reporting coach/administrator should file a report at the earliest opportunity. Keep a copy in our organization's files and share with Rangers at Cachuma Lake.

### Lake Access

- Follow Cachuma Lake hours of access posted on county website. Follow Cachuma Lake adverse weather protocol for small crafts.
- Share current practice schedule with rangers and marina so they know when we will be out on the water. If any changes or updates, share immediately.
- Develop a traffic pattern map for the waterway and post it in a prominent location. Communicate the rules to all coaches, coxswains, and rowers.
- List all boat ramps and/or known locations on land for rescuers in an emergency.
- Emergency landing sites, contacts and phone numbers should be with any coach or safety launch operator at all times, including street addresses for potential landing locations if you need to call for help. Rescuers need land-based locations.

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## Emergency Situations

**First step - call 911 or park front gate.**

### **If boat capsizes**

Athletes should not leave their shell unless being rescued immediately. If a swamped boat is within a swim-able, near distance from the shore, the athlete may swim the boat to the shore, staying with the boat.

**Caution athletes to not leave the boat, even if the athlete considers themselves a strong swimmer.**

Advise the athletes to:

- If in distress, have the crew wave their arms or a shirt above their heads or raise one oar in the air, use a whistle, airhorn, or other noise maker to attract assistance. If in a single use whatever means possible without risking capsizing.
- If the safety launch can get to the victim first, allow the launch to rescue the victim. If the launch is not in the immediate vicinity, back the shell to the victim and have them hang onto the shell until launch arrives. Another athlete may have to enter the water to assist if the victim is injured.

### **When recovering athletes from the water**

- Instruct athletes how to enter the coaching launch from the water. Approach from the leeward side, keeping the outboard propeller away from any victims.
- Turn off the engine as soon as contact is made. Avoid overloading.-
- If another boat is in distress near your craft, maneuver your shell to the distressed shell. Assist in any way that does not jeopardize the lives in your shell.

**Note:** Refer to the capacity limits set by the launch manufacturer. This information is on the launch. Contact Manufacturer if not posted. Stay aware of the capacity, to avoid overloading the launch in an emergency.

When safely on land, fill out incident report and report to Cachuma Lake Rangers

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## Weather Concerns

Assess the situation before you launch. Check the weather before going out on the water. These include but are not limited to local weather websites, mobile phone apps, and devices like lightning alert pagers. With many of those resources there are also settings for lightning or wind that give an alert at a given distance or changing conditions. Do not launch if unsafe change is forecast or likely. On the water, pay attention to changing conditions. Watch for gathering clouds, changes in wind speed and direction, temperature changes and other boats returning home.

### Wind

Do not launch in high winds. Use extreme caution. If sudden winds come up, return to the boathouse if the trip is safe, or take the boat to the nearest shore and wait for the winds to calm. Cachuma Lake will have small craft advisories to follow.

### Fog

#### Precautions/Prevention

**Do not launch in fog with less than 100 yards visibility.** Check weather forecasts for predicted fog during your rowing session. Be sure to have land reference points, which can help the athletes get oriented as to location and proximity to the boathouse.

#### Response

If fog sets in while on the water, move slowly, and be prepared to stop quickly. Use a loud sound making device (cox box, horn, or whistle) to advise other boats of location and following the shore back to the boathouse. Use lights on boat.

### Lightning & Thunder

#### Precautions/Prevention

- Do not row in an electrical storm.
- There are mobile phone apps and inexpensive lightning detectors that can alert a coach or athlete if there is a lightning strike in your area.
- If you are on the water and see lightning, hear thunder, or notice your hair standing on end with static electricity, head for the nearest shore immediately.
- If the storm is upon you, take your boat ashore, get out of the boat, and wait for the storm to pass.
- Do not load boats on a trailer or handle boats on land in an electrical storm.
- If you are about to launch and hear thunder or see lightning, or quickly darkening skies, do not launch.

#### Response

Get out of the water immediately. Do not handle boats, riggers, or load/unload a trailer.



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### Swim Test

All athletes must pass a supervised swim test or complete the organization's swim test verification form. Organizations should keep a file of all swim test documentation.

At minimum, athletes should demonstrate the ability to float and/or tread water for ten minutes, and put on a life jacket while floating.

**NOTE:** If an athlete cannot swim, they must wear a PFD in the shell at all times.

## **EXHIBIT E**

### **Employee Conduct and Conditions**

The CONCESSIONAIRE shall agree to the following employee conduct and conditions policy. Harassment in any aspect of CONCESSIONAIRE employment, based on any legally protected characteristics or status, including sex, sexual orientation, race, color, national origin, ancestry, religion, age, marital status, physical disability, mental disability, or medical condition is strictly prohibited. Any retaliation for opposing or filing a complaint about, or participating in an investigation of any harassment, along with aiding, abetting, inciting, compelling, or coercing any such harassment or retaliation, or attempting to do so is prohibited by this policy as well as state and federal laws.

The CONCESSIONAIRE will take all reasonable steps necessary to prevent such misconduct from occurring, and to remedy and punish any occurrences. Any CONCESSIONAIRE employee found to have engaged in such misconduct will be subject to disciplinary action, up to termination, and will be deemed to have acted outside the course and scope of his or her employment.

Harassment on the basis of sex is unlawful, and prohibited. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment need not be motivated by sexual desire or gratification, and may include nonsexual conduct motivated by the violator's hostility toward the victim's gender, or toward the victim's nonconformity to gender stereotypes. Sexual harassment includes not only conduct motivated by gender, but also by pregnancy, childbirth, or a related condition. A harasser may be either male or female, and the victim may be either the same sex or the opposite sex. Even a person who is not the intended target of harassment may be harassed by it, if he or she witnesses it in their immediate work environment.

In addition to prohibiting unlawful harassment based on sex or gender, this policy also prohibits unlawful harassment based upon sexual orientation, or upon any other legally protected characteristic or status, such as race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or age. Harassment on the basis of such factors is subject to the same principles applicable to sexual harassment, stated above.

It is the responsibility of the CONCESSIONAIRE and its employees to represent themselves in a professional manner at all times, and regard customer satisfaction as their number one priority.

**EXHIBIT F**  
**“Maintenance & Repair Responsibilities”**

Item			Not Applicable	County	Concessionaire
<b>1. Building Exterior - Containers</b>					X
	Repair Walls				X
	Painted Surfaces				X
	Door and Window Trim				X
	Doors Hardware				X
	Windows: Hardware and screens				X
	Locks				X
	Roof				X
	Rain Gutters				X
	Flashing				X
	Down Spouts				X
Lighting					X
	Bulbs				X
	Fixtures incl. Ballasts				X
	Transformers				X
Handrails					X
Signs (County Designated)					X
Timers					X
Decking Walkways					X
Exterior Patios					X
Decking on roof top					X
Stairs					X
Roof Drains					X
Gates					X
Gas/Waterlines					X
	Inside fence				X
	Outside fence if pre-existing			X	
Elect. Lines					
	From prior service to meter to complex				X
	From prior service to road			X	
Phone/Computer Lines					X
Sewer Lines			N/A		

<b>2. Building/Container Interior</b>				
	Repair Walls			X
	Painted Surfaces			X
	Doors hardware			X
	locks			X
	General Cleaning			X
	Floor Sweeping & Cleaning			X
	Carpet, Vacuum and Cleaning			X
Lighting				X
	Bulbs			X
	Fixtures incl Ballasts			X
	Transformers			X
Handrails				X
Signs				X
Timers				X
Drinking Fountain				X
Celling				X
Showers				X
Toilets				X
				X
Sinks	Porta Potties/ trailers			X
Gas				X
Lines				X
Sewer lines				X
Phone lines jacks				X
T.V. Lines & jacks				X
Towel racks				X
<b>3. Grounds</b>				
	Fences			X
	Trash Bins			X
	Trash Enclosures			X
	Bike Racks			X
	Signs			X
	Litter Pick Up			X

	Lighting				
		Parking Lot		X	
		Driveways		X	
		Walkways			X
		Timers			X
		Signs			X
	Cleaning Sidewalk, Walkways, Parking lot (outside of fence)			X	
<b>4. Landscaping from fence in</b>					
	Trees				X
	Shrubs				X
	Flowers				X
	Lawn				X
	Watering				X
	Sprinkler Repair and Replace				X
	Header				X
	Rodent/Pest				X
	Seeding				X
	Fertilizer				X
	Plant Trimming				X
	Plant Removal				X
	Plant Replacement				X
	Tree Care and Trimming				X
<b>5. Mechanical Systems</b>					
	Electrical Panels, Breakers, Interior				X
	Electrical Fuses Interior				X
	Electrical Receptacles, Switches, Interior				X
	Electrical Central Switches				X
	Elevator		N/A		
	Heating				X
	Air Conditioning				X
	Water Heater				X

<b>6. Roadways/Parking Lot Repair &amp; Maintenance</b>					
	Striping			X	
	Handicap Signage			X	
	Asphalt Surface, Curbing			X	
	Cement Surface, Curbing			X	
	Drainage			X	
	Signs			X	
<b>7. Fire Equipment</b>					
	Sprinklers were appl				X
	Hoses				X
	Extinguishers				X
	Alarm Systems				X
	Smoke Detectors				X
<b>8. Other items</b>					
	Paper Supplies, Dispensers, waste containers soap in public restrooms			X	
	Interior janitorial products and services				X
	Interior Floor waxing and Sweeping				X
	Window Washing(interior & exterior)				X
	Janitorial service for public restrooms			X	
	Broken window glass or door glass				X
	Cleaning Storage and Utility Room				X
	Exterminating				X
	Building Foundation		N/A		
	Flooring				X
	Utility mains and Appurtenances if prior to contract			X	

**EXHIBIT G**  
**“Environmental Requirements”**  
**(Page 1 of 2)**

The CONCESSIONAIRE shall operate, maintain, and manage the Leased Area, including all structures, facilities and equipment to minimize environmental consequences. Consideration will be given to alleviating potential harmful effects on landscape, soils, water, wildlife, cultural resources, timber, population, or other resources. Prior to any action which would modify the environment beyond those currently covered by existing NEPA documents, the CONCESSIONAIRE will submit any necessary environmental reports as directed by the United States. No such modifications of the environment shall be undertaken without prior written approval of the United States.

Violation of any of the provisions of this Exhibit may constitute grounds for termination of this Agreement. Such violations require immediate corrective action by the CONCESSIONAIRE and shall make the CONCESSIONAIRE liable for the cost of full and complete remediation and/or restoration of any Federal resources or facilities that are adversely affected as a result of the violation.

The CONCESSIONAIRE agrees to include the provisions contained in this Exhibit in any subcontractor or third-party contract it may enter into pursuant to this Agreement.

Reclamation agrees to provide information necessary for the CONCESSIONAIRE using reasonable diligence, to comply with the provision of this Exhibit.

The CONCESSIONAIRE shall comply fully with all applicable Federal laws, orders, and regulations, and the laws of the State of California concerning the pollution of streams, reservoirs, ground water, or water courses.

In accordance with the National Historic Preservation Act of 1966 and Executive Order 11593, cultural resources will be given full consideration in any proposed actions initiated by the CONCESSIONAIRE beyond those approved in existing plans and documents. Cultural resources (including archaeological, historical, structural, and Native American resources) that may be impacted will be adequately considered and, if necessary, any identified adverse effects will be mitigated or minimized prior to development. If, during construction or development, cultural resources are exposed, activities in the surrounding area will be halted while the resource is evaluated. COUNTY and Reclamation will be notified immediately and will provide direction on how to proceed in compliance with 36 CFR 800.13. The cost of any recovery work, if necessary, and any required consultation between Reclamation and the State Historic Preservation Officer will be borne by the CONCESSIONAIRE. The CONCESSIONAIRE will provide Reclamation with copies of any cultural resource reports concerning the identification, evaluation, and treatment of cultural resources within the Recreation Area. Any cultural resources sites identified by the CONCESSIONAIRE during its management activities will be recorded on the appropriate CONCESSIONAIRE site record forms and copies provided to Reclamation. No surface disturbing operations can proceed until the requirements of the article have been met. This provision will be included in all construction contracts.

The Endangered Species Act of 1974 will be given full consideration in all activities.

The CONCESSIONAIRE shall insure that recognized standards and proper uses are achieved on the lands covered by this Agreement. Land use planning and administration of the Federal Estate will conform to all applicable Federal laws, regulations, and Executive Orders. Following is a list of some of the more important of these:

Executive Order 11990, Protection of Wetlands.

Executive Order 11988, Floodplain Management.

Safe Drinking Water Act of 1974, (Public Law 93-523, U.S.C. 300, 88 Stat.1660).

Federal Land Policy and Management Act of 1976, (Public Law 94-579, 43 U.S.C. 1701).

Executive Orders 11664 and 11989 for Off-Road Use.

National Trails System Act, (Public Law 95-43, 16 U.S.C. 1241 Et seq.).

Fish and Wildlife Coordination Act, (Public Law 85-624, 16 U.S.C., 661, 662).

Antiquities Act of 1906, (34 Stat. 225, 16 U.S.C., 431).

National Historic Preservation Act of 1966 (NHPA), (Public Law 89-665, 80 Stat. 915, 16 U.S.C. 470) as amended by Public Laws 91-243, 93-54, 94-422, 94-458, and 96-515).

Archaeological Resources Protection Act of 1979, (Public Law 95-95, 93 Stat. 721).

Archaeological and Historic Preservation Act (Public Law 93-291).

Native American Grave Protection and Repatriation Act (25 U.S.C. 3001 et seq.).

Executive Order 11593, Protection and Enhancement of the Cultural Environment

National Environmental Policy Act, (Public Law 91-190, 83 Stat. 852).

Endangered Species Act, (Public Law 93-205, 16 U.S.C. 1531 et seq.).

Executive Order 12088, Federal compliance with Pollution Control Standards.

The Clean Air Act, (Public Law 88-206, as amended, 42 U.S.C., 7401 et seq).

Clean Water Act of 1978, (Public Law 95-217, 33 U.S.C., 1288 et seq.).

Resource Conservation and Recovery Act (RCRA), (Public Law 94-580).

Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA or Superfund), Public Law 96-510.

43 Code of Federal Regulation, Part 420 (off-road vehicle use on Bureau of Reclamation lands).

36 Code of Federal Regulation, Part 800, Protection of Historical and Cultural Properties.

Federal Insecticide, Fungicide and Rodenticide Act (FIFRA), as amended (7 U.S.C. P.L. 100-460, 100-464, to 100-526 and 100-532).

Rehabilitation Act of 1973, Section 504, as amended (29 U.S.C. 700, et seq., P.L. 93-516 and P.L. 95-602).

Architectural Barriers Act of 1968, as amended (ABA) (42 U.S.C. 4151-4157, P.L. 90-480).

Uniform Federal Accessibility Standards (UFAS) (49 CFR 31528), August 7, 1984.



**EXHIBIT H**  
**“Equal Opportunity Requirements”**  
**(Page 1 of 2)**

During the performance of this Agreement, the CONCESSIONAIRE agrees as follows:

The CONCESSIONAIRE will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, or national origin. The CONCESSIONAIRE will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, sex, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONCESSIONAIRE agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the United States setting forth the provisions of this Equal Opportunity clause.

The CONCESSIONAIRE will, in all solicitations or advertisements for employees placed by or in behalf of the CONCESSIONAIRE; state that all qualified applicants will receive consideration for employment without regard to race, color, age, religion, sex, or national origin.

The CONCESSIONAIRE will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the United States, advising the labor union or workers representative of the CONCESSIONAIRE’s commitments under this Equal Opportunity clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The CONCESSIONAIRE will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The CONCESSIONAIRE will furnish all information and reports required by said amended Executive Order and by the rules, regulations, and orders of the Secretary of Labor, or pursuant, thereto, and will permit access to its books, records, and accounts by the United States and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the CONCESSIONAIRE’s noncompliance with the Equal Opportunity clause of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended, in whole or in part, by the United States and/or COUNTY and the CONCESSIONAIRE may be declared ineligible for further Government contracts in accordance with procedures authorized in said amended Executive Order, and such other sanctions may be imposed and remedies invoked as provided in said Executive Order, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

**EXHIBIT H**  
**(Page 2 of 2)**

The CONCESSIONAIRE will include the provisions of paragraphs 1) through 6) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of said amended Executive Order, so that such provisions will be binding upon each subcontractor or vendor. The CONCESSIONAIRE will take such action with respect to any subcontract or purchase order the United States may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the CONCESSIONAIRE becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the United States, the CONCESSIONAIRE may request the United States to enter into such litigation to protect the interests of the United States.

**EXHIBIT I**  
**“Certification of Non-segregated Facilities”**

The term segregated facilities means: any waiting rooms, work areas, restrooms and washrooms, restaurants or eating areas, time clocks, locker rooms, storage areas, dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habitat, local custom, or otherwise. The CONCESSIONAIRE certifies that it does not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The CONCESSIONAIRE agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. The CONCESSIONAIRE agrees that (except where it has obtained identical certification from proposed subcontractors for specific time periods) it will obtain identical certification from proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause, and that it will retain such certification in its files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**EXHIBIT J**  
**“Title VI of the Civil Rights Act of 1964”**

The CONCESSIONAIRE agrees that it will comply with Title VI of the Civil Rights Act of July 2, 1964 (78 Stat. 241), and all requirements imposed by or pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the CONCESSIONAIRE receives financial assistance from the United States and hereby gives assurance that it will immediately take any measures to effectuate this Agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the CONCESSIONAIRE by the United States, this assurance obligates the CONCESSIONAIRE; or in the case of any transfer of such property or structure is used for a purpose involving the provision of similar service or benefits. If any personal property is so provided, this assurance obligates the CONCESSIONAIRE for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the CONCESSIONAIRE for the period during which the Federal financial assistance is extended to it by the United States.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts, or other Federal financial assistance extended after the date hereof to the CONCESSIONAIRE by the United States, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The CONCESSIONAIRE recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the CONCESSIONAIRE, its successors, transferees, and assignees.

## EXHIBIT K

### Reclamation Manual – Directives and Standards

*Department of the Interior Acquisition, Assistance, and Asset Policy (DOI-AAAP)*  
*Office of Acquisition and Property Management (PAM)*  
**FINAL POLICY**

Department of the Interior  
 Acquisition, Assistance, and Asset Policy (DOI-AAAP)

<b>Title</b>	Minimum Wage Guidance
<b>Reference Number</b>	0005
<b>Version Number</b>	01
<b>Function(s)</b>	Acquisition and other
<b>Author</b>	Olsen, Megan
<b>Source of this Requirement</b>	Executive Order 13658, <i>Establishing a Minimum Wage for Contractors</i>
<b>Regulatory Reference</b>	79 FR 9852; FAR 22.19

#### Version Detail

This section is completed in the following situations: (1) policies issued with versions greater than 01 or (2) the initial use of the DOI-AAAP to convert previous DOI Acquisition Policy Releases (DIAPR), DOI Property Policy Releases (DIPPR), or DOI Guidance (DIG) Releases.

Version Number	Date	Author	Description of update

#### Purpose:

This policy provides guidance to Department of the Interior (DOI) employees for implementing Executive Order 13658, *Establishing a Minimum Wage for Contractors*. The Department of Labor and the Federal Acquisition Regulatory Council have issued implementing regulations as required by the Executive Order. If there is a conflict between those regulations and this document, those regulations will supersede this policy.

#### Scope:

This policy applies to certain contracts and contract-like instruments that are awarded by DOI.

The terms "contract" and "contract-like instruments" are defined below. However, the Executive Order minimum wage does not apply to all transactions that meet the definitions of contract and contract-like instruments. The subsequent sections of this policy provide details as to which actions fall under the Executive Order minimum wage requirement.

The following exclusions apply:

- Contracts with Tribes. The Executive Order minimum wage does not apply to any contracts or contract-like instruments with tribes.
- Grants. The Executive Order minimum wage does not apply to grants.

Effective date:

Effective upon signature.

*Department of the Interior Acquisition, Assistance, and Asset Policy (DOI-AAAP)*  
*Office of Acquisition and Property Management (PAM)*  
**FINAL POLICY**

**Background:**

Executive Order 13658, *Establishing a Minimum Wage for Contractors*, seeks to increase the efficiency and cost savings in the work performed by parties who contract with the Federal Government by increasing the hourly minimum wage paid by those contractors (see 79 CFR 9851). The Executive Order requires agencies to include a clause in applicable contracts and contract-like instruments that specifies, as a condition of payment, that the Executive Order minimum wage be paid to workers in the performance of the contract and any subcontracts.

**Action:**

- A. Minimum Wage Clause. An Executive Order minimum wage clause must be inserted in all contracts and contract-like instruments that meet the requirements outlined in the sections below. For procurement contracts, the Contracting Officer must include the clause as required by the Federal Acquisition Regulation. For concessions contracts, cooperative agreements, and other contract-like instruments, the employee who is signing the instrument must include the language in Attachment 1 to this policy. To the maximum extent practicable, the clause must be included in full text.
- B. Review and Approval Process. If the responsible individual believes that a concessions contract, cooperative agreement, or other contract-like instrument falls outside of the scope of the EO minimum wage requirement, then he or she must refer the instrument to the Bureau Procurement Chief for review. The Bureau Procurement Chief must approve the decision to exclude the clause.
- C. Semi-Annual Report. Bureau Procurement Chiefs shall provide a semi-annual report to the Senior Procurement Executive that details actions which have been awarded without the clause. The first report is due on July 1, 2015. Reports shall be submitted no later than July 1 and January 1 of each subsequent year.

**Technical or Process Guidance:**

- A. Timing of Contract. The clause must be inserted in all applicable actions (see below) where the solicitation is or will be issued after January 1, 2015, or where the award is or will be made after January 1, 2015 through a process not involving a solicitation.
- B. Amendments or Modifications to Contracts. When modifying or amending a contract or contract-like instrument that was originally awarded prior to January 1, 2015, the clause must be inserted if:
  1. The contract would otherwise have been subject to the Executive Order minimum wage had it been awarded after January 1, 2015; and

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2. The modification is a renewal, an extension of the period of performance, or an out-of-scope change. The clause should not be included in modifications to exercise options that were priced at award.

C. Guidance for Specific Types of Transactions.

1. Procurement Contracts. Include the FAR clause in all actions where (a) the Davis-Bacon Act applies and the award is over \$2,000 or (b) the Service Contract Act applies and the award is over \$2,500, or (c) the Fair Labor Standards Act applies and the award exceeds the micropurchase threshold.
2. Concessions Contracts. Include the clause in all actions where the wages of workers under the contract are covered by either the Davis-Bacon Act, the Service Contract Act, or the Fair Labor Standards Act (including any concessions contract excluded from coverage under the Service Contract Act by Department of Labor regulations at 29 CFR 4.133(b).)
3. Cooperative Agreements and Contract-like Instruments. (Including but not limited to use and occupancy permits and licenses. See definition of contracts and contract-like instruments and the examples below.) Include the clause in all actions where: (a) the contract or contract-like instrument is entered into with the Federal Government in connection with Federal property or lands and relates to offering services for Federal employees, their dependents, or the general public and (b) the wages of workers under the contract or contract-like instrument are covered by either the Davis-Bacon Act, the Service Contract Act, or the Fair Labor Standards Act.

D. Examples of Contract-like Instruments. The following are examples of non-procurement contracts that may fall under the Executive Order on minimum wage if they meet the requirements in Section C.3., above. This list is provided to assist employees in implementing this policy and is not exhaustive. Employees must refer to the Definitions to determine whether a transaction constitutes a contract or a contract-like instrument.

- A lease of space in a Federal building from a Federal agency to a business to operate a coffee shop, child care center, fitness center, or credit union.
- A contract with the Federal Government to operate a souvenir shop in connection with Federal property or lands.
- A use permit that allows a company to provide services to the general public in connection with Federal property or lands.

Definitions and References:

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1. Concessions contract or contract for concessions means a contract under which the Federal Government grants a right to use Federal property, including land or facilities, for furnishing services. The term concessions contract includes but is not limited to a contract the principal purpose of which is to furnish food, lodging, vehicle fuel, souvenirs, newspaper stands, and/or recreational equipment, regardless of whether the services are of direct benefit to the Government, its personnel, or the general public.
2. Contract or contract-like instrument means an agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law. This definition includes, but is not limited to, a mutually binding legal relationship obligating one party to furnish services (including construction) and another party to pay for them. The term contract includes all contracts and any subcontracts of any tier thereunder, whether negotiated or advertised, including any procurement actions, lease agreements, cooperative agreements, provider agreements, intergovernmental service agreements, service agreements, licenses, permits, or any other type of agreement, regardless of nomenclature, type, or particular form, and whether entered into verbally or in writing. The term contract shall be interpreted broadly as to include, but not be limited to, any contract that may be consistent with the definition provided in the Federal Acquisition Regulation (FAR) or applicable Federal statutes. This definition includes, but is not limited to, any contract that may be covered under any Federal procurement statute. Contracts may be the result of competitive bidding or awarded to a single source under applicable authority to do so. In addition to bilateral instruments, contracts include, but are not limited to, awards and notices of awards; job orders or task letters issued under basic ordering agreements; letter contracts; orders, such as purchase orders, under which the contract becomes effective by written acceptance or performance; and bilateral contract modifications. The term contract includes contracts covered by the Service Contract Act, contracts covered by the Davis-Bacon Act, concessions contracts not otherwise subject to the Service Contract Act, and contracts in connection with Federal property or land and related to offering services for Federal employees, their dependents, or the general public.
3. Davis-Bacon Act means the Davis-Bacon Act of 1931, as amended, 40 U.S.C. 3141 et seq., and its implementing regulations.
4. Executive Order minimum wage means, for purposes of Executive Order 13658, a wage that is at least:
  - \$10.10 per hour beginning January 1, 2015; and
  - Beginning January 1, 2016, and annually thereafter, an amount determined by the Secretary [of Labor] pursuant to section 2 of the Executive Order.
5. Fair Labor Standards Act (FLSA) means the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. 201 et seq., and its implementing regulations.



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6. Service Contract Act means the McNamara-O'Hara Service Contract Act of 1965, as amended, 41 U.S.C. 6701 et seq., and its implementing regulations.
7. Solicitation means any request to submit offers, bids, or quotations to the Federal Government.

Attachments:

Attachment 1 - Contract Clause

Approval Signature

The signature provided in the table below serves as the digital signature for this document. By replacing the Block 1 and 2 with a name and date, the Deputy Director, Office of Acquisition and Property Management (PAM) approves the policy described in this document. (Use the following method to check signature authentication via revision history: on keyboard, press and hold Ctrl+Alt+Shift+G)

James McCaffery	12/29/2014
Deputy Director, Office of Acquisition and Property Management	Date