



Council Agenda Report

To: Mayor Grisanti and the Honorable Members of the City Council

Prepared by: Elizabeth Shavelson, Assistant to the City Manager

Reviewed by: Ruth F. Quinto, Interim Assistant City Manager/City Treasurer

Approved by: Steve McClary, Interim City Manager

Date prepared: February 25, 2022

Meeting date: March 14, 2022

Subject: Lease Agreement and Joint Powers Agreement between California Department of Parks and Recreation and the City of Malibu for Law Enforcement at Charmlee Wilderness Park

RECOMMENDED ACTION: Authorize the Mayor to execute the Lease Agreement and Joint Powers Agreement with California Department of State Parks for law enforcement at Charmlee Wilderness Park.

FISCAL IMPACT: Potential savings to the City of \$23,179.56 on an annual basis; no additional appropriations required. The City's Charmlee Wilderness Park includes a residential trailer which is fenced off from the rest of the park. The Lease Agreement and Joint Powers Agreement with California Department of State Parks for law enforcement at Charmlee Wilderness Park (Joint Powers Agreement) provides the California Department of State (State Parks) with the use of the trailer and the surrounding area for employee housing in exchange for State Parks employees locking and unlocking the Park gate, providing after-hours and/or emergency call out services, conducting daily pass-through examinations of the Park and reporting any abnormal circumstances to the City. The City currently contracts with a firm to lock the Park gate daily at a cost of \$1,931.63 per month. If Council approves the agreements with State Parks the City would no longer have need for this service and would cease to incur this monthly expense. In addition, the City would have the additional benefit of an onsite law enforcement presence in the Park and other services at no additional cost.

WORK PLAN: This item was included as item 7.k. in the Adopted Work Plan for Fiscal Year 2021-2022.

DISCUSSION: In 1998, the City acquired the Park from the County of Los Angeles. The Park consists of over 532 acres within the Santa Monica Mountains Coastal Slope Environment in Encinal Canyon. Approximately 410 acres of the Park are within the incorporated City boundaries. The Park includes over eight miles of hiking trails, picnic areas, native plants, and a nature center (currently closed) as well as a residential trailer.

In May 2014, the City and the Santa Monica Mountains Conservancy (SMMC) entered into five-year reciprocal leases to exchange possession between the agencies of Charmlee Wilderness Park and the Malibu Bluffs Parkland. On April 9, 2019, the Council decided not to proceed with the exchange of ownership of Charmlee Wilderness Park and Malibu Bluffs Parkland and to allow the existing leases of the properties to expire. On June 29, 2019, the City resumed control of the Park.

Prior to the park swap, a City employee in the Community Services Department lived in the trailer on the Park property to provide an onsite presence in the Park, monitor the premises and open and close the Park gate along with their other job duties. While the lease with SMMC was in effect, SMMC had a park ranger living in the trailer. The three-bedroom trailer is approximately 1,248 square feet and is surrounded by a fence which includes space for two parked cars.

Shortly after the City resumed control of the Park, staff reached out to the State Parks to explore an arrangement whereby a State Parks employee would live in the trailer in the Park to provide an onsite presence and perform certain duties. Discussions with State Parks were delayed due to the fire repair work required in the Park, including work to the trailer and surrounding area, and the impacts of the COVID-19 pandemic.

After completing most of the fire repair work, the City reopened the Park to the public in October 2020 with COVID-19 safety protocols in place. The park is open daily from 8 a.m. until sunset. Since reopening the Park, the City has contracted with American Guard Services to close the Park gate every night at a cost of \$1,931.63 per month.

At this time, the City and State Parks have drafted a Lease Agreement (Attachment 1) and Joint Powers Agreement (Attachment 2) to facilitate collaboration between the agencies to provide a law enforcement presence in the Park to help ensure quality recreational opportunities for the public good. In exchange for use of the trailer, State Parks employees shall provide a law enforcement presence in the Park which includes but is not limited to providing after-hours and/or emergency call out services, opening and closing the Park gate, conducting daily pass-through examinations of the Park and reporting any damage, suspicious activity, hazardous or dangerous conditions, and/or other abnormal circumstances to the City.

The term of these agreements is 36 months commencing on March 1, 2022. The City may terminate the lease before then with or without cause upon giving State Parks at least sixty (60) days written notice.

Staff recommends the Council authorize the Mayor to execute the Lease Agreement and Joint Powers Agreement to provide a law enforcement presence in the Park.

ATTACHMENTS:

- 1) Lease Agreement
- 2) Joint Powers Agreement Between California State Parks and Recreation and the City of Malibu for Law Enforcement at Charmlee Wilderness Park.

LEASE AGREEMENT

This LEASE AGREEMENT (“Agreement”) is dated, for reference purposes only, as of _____, 2022, and is made by and between CITY OF MALIBU, a municipal corporation (“Lessor”) and the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION (“Lessee”) who hereby agree as follows:

AGREEMENT

1. Background. Lessor owns and operates Charmlee Wilderness Park, comprising approximately 532 acres within the Santa Monica Mountains Coastal Slope Environment (the “Park”). The Park includes picnic areas and over eight miles of hiking trails, native plant displays and a nature center. A mobile home unit of approximately 1,248 net usable square feet (the “Trailer”) is currently situated within the Park, and includes 2 exclusive, unobstructed parking spaces contiguous to the subject building. Lessee desires to enter into an agreement with Lessor to allow Lessee to use the Trailer for “Required Housing” of its employee(s) in connection with their duties to maintain and respond to calls with respect to the Park and to lock and unlock the front gate for the Park.

2. Grant of Lease.

A. For valuable consideration and the covenants stipulated herein to be performed by Lessee, Lessor hereby leases to Lessee the Trailer and surrounding area depicted on Exhibit A attached hereto (the “Premises”), which is a portion of the Park legally described in Exhibit B, for the purposes and term hereinafter set forth and subject to the terms and conditions set forth in this Agreement. Lessee shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

B. As Is Condition of Premises; Disclaimer of Representations. LESSEE ACCEPTS THE PREMISES IN ITS “AS IS” CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY LESSOR, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE PREMISES FOR LESSEE’S USE.

3. Term. The term of this lease shall commence on March 1, 2022 (the “Effective Date”) and shall continue for a period of thirty-six (36) months or until revoked by Lessor pursuant to Section 4, below.

4. Termination/Holdover/Condition Upon Surrender.

A. This Agreement may be terminated by Lessor at any time, with or without cause, in Lessor’s sole discretion, upon giving Lessee at least sixty (60) days’ written notice of revocation. Lessee may terminate this Agreement at any time by giving written notice to Lessor at least sixty (60) days prior to the date when such termination shall become effective. In the event of termination or revocation, Lessee, and Lessee’s employee(s) shall remove all of their personal property from the Trailer and the Premises and shall restore the Premises to its condition prior to Lessee’s use thereof. If Lessee fails to restore the Premises as provided for herein, Lessor shall

have the right to restore same at Lessee's cost and expense. Any cost incurred by Lessor in restoring the property after termination or revocation of this agreement shall constitute a debt of Lessee to Lessor, recoverable by Lessor in any matter provided by law.

B. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Agreement.

C. This Lease shall automatically terminate upon termination of that certain Joint Powers Agreement between Lessor and Lessee of even date herewith.

D. Surrender and Repair of Damage. Upon the cancellation, expiration, or termination of this Agreement, Lessee shall surrender the Premises in the same condition as received free from hazards and clear of all debris and of all property of Lessee or its agents or invitees. Lessee shall promptly, at its sole cost, repair any and all damage to the Premises and any personal property located thereon. Lessee shall obtain Lessor's prior approval of any party to be used by Lessee to conduct such repair work. If Lessee or Lessee's employee(s) or their invitees damage the Premises or any personal property, the final repair costs owed by Lessee shall be determined by Lessor, in Lessor's sole discretion, and shall be paid by Lessee within five (5) days of Lessor's demand therefor. Lessee's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

5. Rent. As in kind consideration for the lease granted herein, Lessee shall:

A. Cause its employee(s) to lock and unlock the front gate for the Park, provide after-hours emergency call out services, whereby Lessee's employees shall respond to after-hours and/or emergency situations within the Park. Lessee shall also cause its employee(s) to conduct daily pass-through examinations of the Park and to report any damage, suspicious activity, hazardous or dangerous conditions, and/or other abnormal circumstances to Lessor. Lessee's employee(s) shall report any relevant activities and/or conditions within the Park to Kristin Riesgo at (310)-456-2489 ext. 350 or at KRiesgo@malibucity.org; and

B. Be obligated to the conditions set forth in Section 6, herein, including, without limitation the obligation to maintain the Trailer and the Premises while this Agreement is in effect.

6. Use and Conditions. Lessee may use the Premises for the provision of "Required Housing" to its employees in compliance with the terms and conditions of Lessee's standard Employee Rental Agreement for State Park Housing attached hereto as Exhibit C, and as may be amended from time to time. Lessee shall cause any and all employees residing within the Premises to comply with all of the terms and conditions of any applicable State Park housing contract Lessee further covenants as follows:

A. Lessee, at Lessee's sole cost and expense, shall maintain the Trailer and shall directly pay all costs associated with its employee(s)' use of the Trailer, including, without limitation, repairs, maintenance, and utility costs such as water, sewer, trash, gas, electricity, cable, and internet. Lessee will contract directly with the following entities to provide service to the Trailer: Frontier Communications, LA County Waterworks, Amerigas, McDermott Pumping (for

septic) and Southern California Edison, in addition to any other agency or entity necessary to make the Trailer habitable.

B. Lessee shall keep the Premises neat and orderly, and shall, secure and maintain the Premises to avoid any public or private nuisance.

C. Lessee shall not alter the natural grade of the Premises.

D. Lessee shall not use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Substances (as hereafter defined), toxic chemicals, wastes, elements or substances in the Premises. Additionally, Lessee shall not use any pesticides, insecticides, herbicides, rodenticides, including, without limitation, anticoagulant rodenticides, or any toxic chemical substance which has the potential to significantly degrade biological resources, except any such substance incidental to residential use, but only in accordance with federal and California law and with the City of Malibu's laws and policies. For purposes of this agreement, "Environmental Laws" shall mean all present and future federal, state or local laws, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to the environment or to any Hazardous Substance, including without limitation the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act ("CERCLA"), the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (the "Clean Water Act"), the Clean Air Act, the Emergency Planning and Community right-to-know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Noise Control Act, the Radon Indoor Air Quality Research Act, and the National Environmental Policy Act (Environmental Impact Statement), and any similar comparable California statutes and regulations including but not limited to Underground Storage of Hazardous Substance Act, California Health and Safety Code Section 25280, et seq., Hazardous Substance Account Act, California Health and Safety Code Section 25300, et. seq., the Hazardous Waste Control Law, California Health and Safety Code Section 25100, et. seq., the Medical Waste Management Act, California Health and Safety Code Section 25015 et. seq., the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 24249.5 et seq., and the Porter-Cologne Water Quality Act, California Water Code Section 13000, et. seq., in each case, as amended, with implementing rules and regulations, and the Occupational Safety and Health Act of 1970, as amended. For purposes of this agreement, "Hazardous Substances" shall mean any substances defined or listed in, or otherwise classified pursuant to, or regulated by, any applicable laws or regulations, including all Environmental Laws, as a hazardous substance, hazardous material, hazardous waste, infectious waste, toxic substance, toxic pollutant, solid waste or any other term used to define, list, classify or regulate substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, including mold, asbestos, polychlorinate, biphenyls, and any gasoline, diesel, or other petroleum products.

E. Lessee shall cause its employee(s) and their invitees to comply with the terms and conditions of this Agreement and Lessee shall be responsible and shall indemnify and hold Lessor harmless from and against any and all costs, claims, causes of action, obligations use of the Premises and the Trailer shall be subject to all of the terms and conditions of this Agreement.

7. Waiver of Claims.

A. Neither Lessor nor any of its officials, departments, boards, officers, agents or employees shall be liable for any damage to the property of Lessee, its officers, agents, employees, invitees, sublessees or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the Premises or its use by Lessee or its employee(s) and their invitees.

B. Lessee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Lessor, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the Premises or Lessee's or its employee(s) use thereof, and (ii) in the event that Lessor exercises its right to suspend, revoke or terminate this Agreement.

C. In connection with the foregoing release, Lessee, acknowledges that it is familiar with Section of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Lessee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Lessee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement

8. Default. The occurrence of any of the following events, if not cured within the applicable time period for cure below, shall constitute a default by Lessee under this Agreement:

A. Failure of Lessee to comply with any other terms, covenants, or conditions required of Lessee herein within thirty (30) days of receiving notice that such failure has occurred; or

B. Violation of applicable law by Lessee's employee(s) or its invitees; or

C. Vacation or abandonment by Lessee of the Premises.

9. Compliance with Laws. Lessee shall comply, and shall cause its employee(s) and their invitees to comply, with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee or Lessee's employee(s)' occupancy and/or activities

on the Premises. The judgment of any court of competent jurisdiction, or the admission of Lessee or Lessee's employee(s) or their invitees in a proceeding brought against it by any governmental entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Agreement by Lessor.

10. Lessor Remedies. If any default by Lessee shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Lessor shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative.

A. Lessor shall have the immediate option to terminate this Lease and all rights of Lessee hereunder by giving written notice of such intention to terminate. In the event that Lessor shall so elect to terminate this Lease, then Lessor may recover from Lessee:

i. Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

ii. At Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

11. Damage or Destruction of Premises. Unless as the result of negligence or intentional unlawful act of Lessee or Lessee's employee(s) or their invitees, if during the term of this Agreement, any portion of the Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Premises untenable, the obligations under this Agreement may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give Lessor notice of such untenable conditions and Lessor shall elect in its sole discretion, whether to repair the Premises or to cancel this Agreement with respect thereto. It shall notify Lessee in writing of its election within thirty (30) days after service of notice by Lessee. In the event that Lessor elects not to repair the Leased Premises or portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s). In the event of total or partial destruction, Lessee may elect to terminate this Agreement by giving written notice setting forth the date of termination to the Lessor within thirty (30) days after such fire or other catastrophic cause.

12. Alterations, Additions and Improvements. Lessee may not make any alterations, improvements or additions in, on or about any of the Premises, including but not limited to posting of any signs, without first obtaining Lessor's prior written consent, in Lessor's sole and absolute discretion.

13. Lessee as Landlord. Lessee acknowledges and agrees that Lessor shall not in any way be construed as a "landlord" under any applicable Employee Rental Agreement for State Park Housing and that any duties owed to the tenant/employee thereunder shall be the sole responsibility of Lessee, including, without limitation, providing required disclosures to any tenant/employee. For purposes of clarity, it is the intention of Lessor and Lessee that Lessor shall have no obligation,

financial or otherwise, with respect to the Employee Rental Agreement for State Park Housing Lessee shall indemnify and hold Lessor harmless from any claims arising from or relating to the presence of its employees(s) and their invitees on at or about the Premises. Lessee's indemnity under this Section 13 shall survive termination of this Agreement.

14. Lessor's Right of Entry. Lessee acknowledges Lessor's right to enter upon, use, maintain, and alter the Premises in the event of an emergency, to make repairs or improvements and supply agreed upon services. Except in cases of emergency, Lessee's abandonment of the Premises, or court order, Lessor shall give Lessee reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00am to 6:00pm and Saturday from 10:00am to 1:00pm.

15. Damage to Trailer or Lessor Property. Lessee assumes responsibility for all damage to the Trailer and the Premises caused by its or its employee(s)' use thereof, and shall promptly reimburse Lessor for any costs incurred in repairing or correcting any such damage. Lessee's obligations under this Section 15 shall survive termination of this Agreement.

16. Indemnification. Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including costs of defense and attorneys' fees, arising from Lessee's use of the Premises and the Trailer by Lessee and its guests, patrons, invitees, customers, employees, officers, and contractors hired in connection with this Agreement, except for liability resulting from the sole negligence or intentional misconduct of Lessor. Lessee shall promptly pay the amount of any judgment rendered against Lessor, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorneys' fees incurred by Lessor in defense of such claims. Lessee acknowledges that Lessor shall have no liability for any claims, causes of action, liabilities and damages of any employee of Lessee residing in the Trailer, or such employee(s)' invitees, during the term of this Agreement and shall indemnify, defend and hold harmless Lessor its officers, employees and agents from any such claim. Lessee's obligations under this Section 16 shall survive termination of this Agreement.

17. Modifications. This Agreement contains the entire agreement between the parties hereto and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This Agreement may be modified, altered, or revised, as necessary, only by mutual consent of the parties in a written amendment, signed and dated by all parties.

18. Assignment. Except with respect to Lessee's employee(s) the lease granted herein is personal to Lessee and Lessee shall have no right to assign it without Lessor's prior written consent which may be withheld in Lessor's sole and absolute discretion. Any attempt to assign this Agreement without such consent shall terminate this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by a writing executed by the parties.

20. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to

the contracting parties as follows:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Attention: Community Services Department

Department of Parks and
Recreation – Business Management
Services (Unit 074)
P.O. Box 942896
Sacramento, CA 94296-0001
Attention: Leasing Coordinator

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall be deemed one original.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first stated above.

LESSOR:

CITY OF MALIBU, a municipal corporation

By: _____
Name: Paul Grisanti
Its: Mayor

LESSEE:

STATE OF CALIFORNIA, DEPARTMENT
OF PARKS AND RECREATION

By: _____
Name: _____
Its: _____

Approved as to Form

THIS DOCUMENT HAS BEEN REVIEWED
BY THE CITY ATTORNEY'S OFFICE
City Attorney: _____

EXHIBIT A

PREMISES



EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION OF THE PARK

APN 4472-028-902

2577 Encinal Canyon Road, Malibu, California 90265-2411

Lot Number: 2

Sec / Twnship / Range: SEC 28 TWN 01N RNG 19W

Legal Brief Description: POR OF SEC 21 AND POR OF LOT 2 IN SEC 28 T1N R19W

Legal Description

Charmlee Ranch Regional Park

That portion of Section 21, Township I South, Range 19 West, S.B.M., that portion Of Fractional Section 28, said township and range, and that portion of the Rancho Topanga Malibu Sequit, as shown on map recorded in Book 1, pages 414,415 and 416, of Patents, in the office of the Recorder of the County of Los Angeles within the following described boundaries:

Beginning at the northeasterly corner of 173.99 acre parcel offend described in deed to Donald Ballard et ux, recorded on May 17, 1941, in Book 18403~ page 131, of Official Records, in the office of said Recorder; thence westerly along the northerly line of said parcel of land a distance of 2523.39 feet to the easterly boundary of the 408.3 acre parcel of land described in deed to Oscar Anderson, recorded on February 27, 1941, in Book 18061, page 313, of said Official Records; thence northerly along said easterly boundary 60.00 feet to the northerly line of said last mentioned parcel of land thence westerly along said last mentioned northerly line to the easterly terminus of that certain course of North 89~ 36' 15" West 351.60 feet In the northerly boundary of that certain parcel of land described in deed to S KY co., recorded as Document No. 1972, on December 1, 1981, In Book 1)1437, page 205, of said Official Records; thence southerly, easterly and southeasterly along the easterly, northerly and northeasterly boundaries of said certain parcel of land to the northerly line of Parcel 32, as shown on map flied in Book 76, pages 57, 58 arid 59, of Record of Surveys, in the office of said Recorder thence westerly and southwesterly along the northerly and northwesterly lines of said last mentioned parcel to the most northerly corner of Parcel 33, as shown on said last mentioned map; thence southwesterly and northwesterly along the northwesterly and northeasterly boundaries of said last mentioned parcel to the most northerly corner of Parcel 39, as shown on said last mentioned map; thence southwesterly along the

northwesterly line of said last mentioned parcel to the most westerly corner thereof; thence southeasterly along the southwesterly lines of Parcels 39,38 and 37, as shown on said last mentioned map, to the northwesterly boundary of Encinal Canyon Road, as shown on said last mentioned map; thence southwesterly and southerly along said Encinal Canyon Road to the southeasterly terminus of that certain course of South 21° 25' 21" East In the general easterly boundary of that certain parcel of land described as Parcel 2 In deed to The National Go To Church Campaign, Inc., recorded as Document No.1368, January 31, 1966, In Book D3192, page 297, of said Official Records; thence northerly along said general easterly boundary to the most southerly southeasterly corner of that certain parcel of land described as Parcel 3 in said last mentioned deed; thence northeasterly, northerly and easterly along the southeasterly, easterly and southerly boundaries of said last mentioned certain parcel Of land and Mowing the Same in all its various courses to said easterly boundary of the 408.3 acre parcel of land described in deed to Oscar Anderson thence northerly along said last mentioned easterly boundary to the northerly line of said rancho; thence easterly along said last mentioned northerly line to the westerly line of Lot 2, said fractional section; thence northerly along said last mentioned westerly line to the southwesterly corner of said Section 21; thence northerly in a direct line to a point in the northerly line of the southwest quarter of the southwest quarter of said last mentioned section distant easterly thereon 50.00 feet from the northwesterly corner of said first mentioned Southwest quarter: thence easterly along said last mentioned northerly line to the northeasterly corner of said first mentioned southwest quarter; thence southerly along the easterly line of said first mentioned southwest quarter to the northerly line of the south half of said first mentioned southwest quarter thence easterly along said last mentioned northerly line and its easterly prolongation to the center line of that certain 60 foot strip of land described In deed to County of Los Angeles, for Encinal Canyon Road, recorded as Document No. 1786, on January 24, 1952 in Book 38112, page 120, of said Official Records; thence southerly, southeasterly and easterly along said center line to a line parallel with and 165 feet easterly, measured at right angles, from the westerly line of the northwest quarter of the northeast quarter of said fractional section; thence southerly along said parallel line to said northerly line of said rancho; thence westerly along said last mentioned northerly line to the westerly line of the 193.42 acre parcel of land described in deed to Floyd B. Mullendore, recorded on May 15, 1841, in Book 18417, page 181, of said Official Records; thence southerly along last mentioned westerly line to the point of beginning.

EXHIBIT C

STANDARD FORM EMPLOYEE RENTAL AGREEMENT FOR STATE PARK HOUSING

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION



EMPLOYEE RENTAL AGREEMENT FOR STATE PARK HOUSING

DISTRICT		UNIT NAME		UNIT NUMBER
TENANT'S NAME (first)	(middle)	(last)		
POSITION NUMBER	PAY FREQUENCY <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly	CLASSIFICATION	CBID	
BARGAINING UNIT (See Attached Addendum for Unit 7 employees) <input type="checkbox"/> Non-represented <input type="checkbox"/> Unit 1, 3, 4, 11, 14 or 15 <input type="checkbox"/> Unit 7 <input type="checkbox"/> Unit 9 <input type="checkbox"/> Unit 10 <input type="checkbox"/> Unit 12, 13				
FACILITY NUMBER		Tenancy Will Begin On: 		
RESIDENCE TYPE <div style="display: flex; flex-wrap: wrap;"> <div style="width: 20%;"><input type="checkbox"/> Apartment</div> <div style="width: 20%;"><input type="checkbox"/> Cabin/Tent Cabin</div> <div style="width: 20%;"><input type="checkbox"/> Dormitory</div> <div style="width: 20%;"><input type="checkbox"/> Duplex/Triplex</div> <div style="width: 20%;"><input type="checkbox"/> House</div> <div style="width: 20%;"><input type="checkbox"/> Mobile Home Pad</div> <div style="width: 20%;"><input type="checkbox"/> Modular Home</div> <div style="width: 20%;"><input type="checkbox"/> Trailer Site</div> <div style="width: 20%;"><input type="checkbox"/> Travel Trailer</div> <div style="width: 20%;"><input type="checkbox"/> Mobile Home</div> </div>				
HOUSING CATEGORY <input type="checkbox"/> Not-required/Not a condition of employment <input type="checkbox"/> Required/Condition of employment				

OCCUPANCY IS SUBJECT TO CONTINUING EMPLOYMENT WITH THE CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION

1. Identification of Landlord and Tenant. This Agreement is made and entered into between

_____ ("Tenant")
 and the Department of Parks and Recreation _____ ("Landlord").
(District)

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. Identification of Premises and Occupants. Subject to the terms and conditions set forth in this Agreement,

Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ California ("the premises").

The premises shall be occupied by the undersigned Tenant and the following members of their household:

3. Limits on Use and Occupancy. The premises are to be used only as a private residence for Tenant and members of their household listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by any individual guest for more than fourteen days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.

4. Defining the Term of Tenancy (Non Required Housing). The tenancy will begin on _____, and shall continue thereafter from month to month. Either party may terminate this tenancy upon 30 days written notice to the other. Employee living in personal mobile home will be given 60 days written notice to move the trailer from the mobile home pad. (subject to any local rent control ordinances that may apply).

5. **Defining the Term of Tenancy (Required Housing)** The tenancy will begin on _____.
Required housing is a condition of employment and must be occupied by the employee as his/her primary residence. Unless otherwise specified by MOU, employees must remain in the residence until the position can be refilled with the same classification or transfers from the District. Failure to remain in the residence until the position is refilled will result in an administrative transfer from the District.

6. **Amount and Schedule for the Payment of Rent.** Tenant shall pay to Landlord a monthly rent of \$_____, payable in advance on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Seasonal Employees will make rental payments in advance directly to the District.

Method of Rental Payment shall be: ☐ Payroll Deduction
☐ Direct Payment to District

The Department in accordance with Department policy and/or MOU may adjust rental and utility rates.

7. **Utilities.** Tenant shall be responsible for the payment of all applicable utility charges.

A. Tenant shall make the following payments to Landlord:

- ☐ Garbage
- ☐ Water/Sewer
- ☐ Electricity
- ☐ Natural Gas
- ☐ Other _____

Method of Utility Payment shall be: ☐ Payroll Deduction (combined with rental payment)
☐ Direct Payment to District

The monthly utility rate to Landlord (if applicable) shall be _____, payable when rent is due.

B. Tenant shall make the following payments directly to utility company:

- ☐ Garbage
- ☐ Water/ Sewer
- ☐ Electricity
- ☐ Natural Gas
- ☐ Other _____

8. **Late Charges.** Tenant shall pay Landlord a late charge if Tenant fails to pay the rent in full within 5 days after the date it is due. The late charge shall be \$25.00, plus \$10.00 for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed 5% of the monthly rate due to the Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

9. **Returned Check and Other Bank Charges.** In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant shall pay Landlord a returned check charge in the amount of \$25.00 for the first occurrence and \$35.00 for subsequent occurrences.

10. **Possessory Interest Taxation - Local Taxes.** It is understood that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest. The undersigned agrees to pay any possessory interest or other tax levied on such interest and to indemnify the State of California from any damage or loss arising by reason of such tax or Revenue Taxation Code Section 107.6.

- 11. Fringe Benefit Taxation - Fair Market Rent.** The rental of State Park property may create an income tax liability for the Tenant under the Internal Revenue regulations.
The Department is required by Internal Revenue Service regulations to deduct taxes from the employee's salary when they receive a fringe benefit. Unless the Department has determined that the employee meets the criteria for tax exemption, the difference between the actual rent paid and the fair market rent will be reported as a fringe benefit. (DOM 2208.2)
- 12. Prohibition of Assignment and Subletting.** Tenant shall not sublet any part of the premises or assign this Agreement without the prior written consent of the Landlord.
- 13. Condition of the Premises.** Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, for the cost of any repairs to the premises damaged by Tenant, household members, guests or invitees through misuse or neglect.
Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist.
Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.
- 14. Possession of the Premises.** If, after signing this Agreement, Tenant fails to take possession of the premises, they shall still be responsible for paying rent and complying with all of the other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenant shall be limited to the return of all sums previously paid by Tenant to Landlord.
- 15. Landlord's Access for Inspection and Emergency.** Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.
- 16. Extended Absences by Tenant.** Tenant agrees to notify Landlord in the event that they will be away from the premises for 30 consecutive days or more. During such absence Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- 17. Prohibition Against Violating Laws and Causing Disturbances.** Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident.
- 18. Repairs and Alterations**
- a. Tenant shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such authorized re-keyed or new locks as well as instructions on how to disarm any authorized altered or new burglar alarm system.
 - b. Except as provided by law or as authorized by the prior written consent of Landlord, Tenant shall not make any repairs or alterations to the premises.
☒ Landlord and Tenant agree to the following:

- 19. Damage to the Premises.** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:
- a. If the premises are totally damaged and destroyed, Landlord shall have the option to (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated while repairs are being made; or (2) give written notice to Tenant terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement and all of Tenant's rights pursuant to this Agreement, shall expire.
 - b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenant must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of the Tenant's rights pursuant to this Agreement shall terminate at the option of either party.
 - c. In the event that Tenant, members of their household, guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenant shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
- 20. Tenant's Financial Responsibility and Renters' Insurance.** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant, members of their household, guests and invitees, caused by theft, fire or any other cause. Landlord assumes no liability for any such loss unless caused by Landlord. Landlord recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the premises.
- 21. Payment of Attorney Fees in a Lawsuit.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.
- 22. Additional Provisions**
- ☐ a. None
 - ☐ b. Additional provisions are as follows

23. Policies. The following policies are included and hereby incorporated as part of this agreement.

- Pets and Domesticated Farm Animals Policy
- Yards and Gardens Policy
- Home Based Occupations/Commercial Activities Policy
- Satellite Antenna Policy
- Waterbed Policy

Any violation of these policies is considered to be a violation of this Agreement and may result in termination of the lease and/or disciplinary action.

STATE HOUSING POLICY (Pets and Domesticated Farm Animals)

For the purpose of this policy “pets” refers to dogs or cats. Domesticated farm animals are prohibited unless specifically authorized by the District Superintendent or designee. Animals which remain inside the house in a cage, aquarium, or other container, are allowed.

Under the following circumstances the District Superintendent or designee may prohibit or limit the number of pets in State housing:

1. Resource management concerns.
2. Residence located in use areas where the pets could interact with the public.
3. Occupation of structures where loss of resources could occur.

When pets are permitted in State housing and associated properties, they are subject to:

- DOM, Chapter 6, Provisions Limited to Specific Units
- City/county regulations
- State Regulations including, CCR 4312 Dogs; Animals

The leash provision of CCR 4312 is exempted when the pet is within the confines of the yard as identified by the residential plot plan as follows:

1. In a fenced yard, the pet may be unattended as long as the confining structure does not permit the pet to escape and the pet does not create a disturbance (A “disturbance” means any unreasonable barking or howling, creating a menace, nuisance or inconvenience to others) or;
2. In an unfenced yard, pets may be off leash while they are under the immediate control of the owner and are not permitted to leave the yard or;
3. In a fenced or unfenced yard, runs or tie downs are permitted as long as the pet does not leave the yard boundaries or create a disturbance.

It is the Tenant’s responsibility to keep the yard free of all pet/animal waste.

When Tenant is absent from their residence and pets or animals are left unattended (no responsible person on site) for more than 48 hours, a responsible party shall be identified in advance of the absence to the appropriate supervisor for the park unit in which the park residence is located.

Owners shall be responsible for damages to State housing or private property caused by their pets/animals.

STATE HOUSING POLICY (Yards and Gardens)

The employee lease agreements for all State housing shall have attached a plot plan showing the boundaries of the yard for that housing as approved by the District Superintendent or designee.

The residents shall not conduct private residential activities such as gardening, personal property storage, etc. outside of these boundaries. The following guidelines shall apply to the defined yard area.

1. Tenant is expected to maintain their belongings and grounds surrounding their residence in a condition that is attractive and safe. Personal property will be stored out of sight of the public or other residents, except as determined to be appropriate by the District Superintendent or designee.
2. Vegetation clearance as required by fire regulations within defined yard area is the responsibility of the Tenant.
3. The planting of residential gardens including trees, shrubs, perennials, annuals and/or vegetables while generally looked upon as yard enhancements can have negative impacts on State owned facilities and the natural or cultural resources of the park unit. An example of a negative impact is the planting of non-native invasive plants that have potential for spreading in the park. Hence, changes to existing yard/garden landscapes shall be approved by the District Superintendent or designee through submission of a CEQA application by the resident employee. The CEQA application shall include a plot plan of the area to be considered showing all buildings, fences or other structures in the yard boundaries as well as the proposed location and dimensions of the garden. Any known underground service lines or systems in the yard boundaries should be shown on the drawing and labeled. Landscape plantings being considered need to be identified. The plot plan must include an arrow indicating North.
4. No Tenant shall keep an inoperable vehicle on State Park property unless it is in an enclosed garage.

STATE HOUSING POLICY (Home Based Occupations/Commercial Activities)

Home-based occupations and/or commercial activities by occupants of State-owned facilities may only be conducted from State-owned housing with prior written approval from the District Superintendent or designee when such activity is in compliance with:

1. Federal and State laws including the CCR's;
2. California State Park & Recreation Commission Policies, local and county ordinances, Local Coastal Plans, and fire district regulations; and
3. The Department's Incompatible Activities Policy.

Under the following circumstances the District Superintendent or designee may prohibit home-based occupations in State-owned housing:

1. When the activity adversely impacts the public use area because of the location of the residence, because the activity compromises the integrity of the cultural resource area, or when the activity adversely impacts a sensitive resource management area;
2. When the employee pays a flat rate utility fee and the home-based occupation or activity causes an increase in the cost of utilities to DPR;
3. When the home-based occupation or activity unreasonably disturbs, endangers or interferes with other park tenants or neighbors;
4. Where the housing is designated as "required" and the home-based occupation or activity could result in a worker's compensation liability to the State.

Any home-based occupations or commercial ventures conducted at State owned housing shall conform to the following regulations:

1. The business shall be declared on the employee lease agreement.
2. The business shall be carried on wholly indoors within the housing unit.
3. The business must be operated by a member of the household occupying the dwelling.
4. There shall be no use of show windows or display advertising visible outside the premises to attract customers or clients. Business signs shall not be displayed on State Park property or facilities.
5. There shall not be the creation of noise, odors, smoke or other nuisances to a greater degree than that normal for the neighborhood in which such use is located.
6. The business shall not generate pedestrian or vehicular traffic beyond that normal for the neighborhood in which the business is located.
7. There shall be no exterior storage of materials, supplies, products, tools or equipment.
8. The business shall require no additions or extensions to the dwelling unless approved by the District Superintendent or designee.

STATE HOUSING POLICY (Satellite Antenna)

Satellite antennas are permitted under the following guidelines:

1. Plans for installation must be approved (in writing) in advance by the District Superintendent or designee.
2. Antennas placed in areas subject to normal public use or vision must be:
 - a. Of a color that will not contrast with the surroundings.
 - b. Fenced, planted, or berm constructed to screen the appearance and to prevent public contact with the antenna.
3. Antennas are not to be installed/attached to any permanent structure such as a building or roof.
4. Vegetation management will not be undertaken to facilitate installation or improve signal reception.
5. Antenna mounting must be entirely removed and yard returned to the original condition when the employee vacates the residence.
6. Antennas will not be permitted in historic units if the residence is part of the public experience and a screening structure would compromise the unit's historic integrity.

STATE HOUSING POLICY (Waterbed)

Landlord and Tenant agree that Tenant may keep water-filled furniture in the premises, subject to the legal requirements of Civil Code Section 1940.5, key provisions of which are summarized as follows:

1. Insurance

Tenant agrees to obtain a valid waterbed insurance policy or certificate of insurance for property damage, with a minimum replacement value of \$100,000. Such insurance policy shall be furnished to Landlord prior to installation of the waterbed and shall be maintained in full force and effect until the waterbed is permanently removed from the premises.

2. Weight Limitation

The pressure the waterbed puts on the floor shall not exceed the floor's pounds per square foot weight limitation. The weight shall be distributed on a pedestal or frame which is approximately the same dimensions as the mattress itself.

3. Installation, Moving and Removal

Tenant shall install, maintain and move the waterbed in accordance with the standards of the manufacturer, retailer or state, whichever is most stringent.

4. Notice to and Inspection by Landlord

Tenant agrees to give Landlord at least 24 hours written notice of their intention to install, move or remove the waterbed, and shall allow Landlord to be present when this occurs. If anyone other than Tenant installs or moves the waterbed, Tenant shall give landlord a written installation receipt that states the installer's name, address and business affiliation.

5. Waterbed Construction Standards

The waterbed shall conform to construction standards imposed by the State Bureau of Home Furnishings and shall display a label to that effect. The waterbed must have been constructed on or after January 1, 1973.

6. Security Deposit

Landlord may increase Tenants' security deposit in an amount equal to an additional one-half month's rent.

- 24. Landlord/Tenant Checklist.** Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.

LANDLORD/TENANT CHECKLIST

District Name

0

Residence Address

0

Unit Number:

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair/Replacement
LIVING ROOM			
Floors & Floor Coverings			
Drapes & Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Front Door & Locks			
Smoke Detector			
Fireplace			
Other			
KITCHEN			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Cabinets			
Counters			
Stove/Oven			
Refrigerator			
Dishwasher			
Garbage Disposal			
Sink & Plumbing			
Smoke Detector & Fire Extinguisher			
Other			
DINING ROOM			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Smoke Detector			
Other			

LANDLORD/TENANT CHECKLIST (continued)

	Condition on Arrival			Condition on Departure			Estimated Cost of Repair/Replacement
BATHROOM(S)	Bath 1	Bath 2	Bath 3	Bath 1	Bath 2	Bath 3	
Floors & Floor Coverings							
Wells & Ceilings							
Windows, Screens & Doors							
Light Fixtures							
Bathtub/Shower							
Sink & Counters							
Toilet							
Counters							
Other							
BEDROOM(S)	Bdrm 1	Bdrm 2	Bdrm 3	Bdrm 1	Bdrm 2	Bdrm 3	
Floors & Floor Coverings							
Windows, Screens & Doors							
Walls & Ceilings							
Light Fixtures							
Smoke Detector							
Other							
Other							
Other							
GARAGE							
Fire Extinguisher							
Other							
OTHER AREAS							
Heating System							
Air Conditioning							
Lawn/Garden							
Stairs and Hallway							
Patio, Terrace, Deck, etc.							
Basement							
Parking Area							
Other							
Other							

☐ Tenant acknowledges that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenant agrees to test all detectors at least once a month and to report any problems to Landlord in writing. Tenant agrees to replace all smoke detector batteries as necessary.

Move-out Inspection

Tenant Signature _____ Date _____

- 25. State Database Disclosure. Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)
- 26. Entire Agreement.** This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

TENANT

LANDLORD

District Superintendent

FUTURE ACTIONS				
RENTAL RATE CHANGE				
Actual Moved-In Date:	Planned Move-Out Date:	Actual Moved-Out Date:	Effective Date:	New Rate:
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>

JOINT POWERS AGREEMENT

Between

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION

And

City of Malibu

For

Law Enforcement At Charmlee Wilderness Park

STATE OF CALIFORNIA – RESOURCES AGENCY
DEPARTMENT OF PARKS AND RECREATION
PARTNERSHIPS OFFICE
1416 NINTH STREET, 14TH FLOOR
SACRAMENTO, CA 95814



JOINT POWERS AGREEMENT

for

City of Malibu

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EXHIBIT A – Premises

EXHIBIT B – Lease Agreement

EXHIBIT B-1 -- Leased Premises

EXHIBIT C – Employee Rental Agreement For State Park Housing

JOINT POWERS AGREEMENT

with
City of Malibu

THIS JOINT POWERS AGREEMENT (Agreement), by and between STATE OF CALIFORNIA, acting through the Department of Parks and Recreation, hereinafter referred to as "STATE", and the City of Malibu, hereinafter referred to as "CITY".

RECITALS:

Whereas, pursuant to the provisions of Section 5003, of the California Public Resources Code, State is authorized to administer, protect, develop, and interpret the property under its jurisdiction for the use and enjoyment of the public; and

Whereas, CITY owns and controls Charmlee Wilderness Park, located in the County of Los Angeles; and

Whereas, State has leased or is intending to lease from CITY, for the purpose of insuring stable presence within Charmlee Wilderness Park, certain real property including one trailer and the surrounding area located within Charmlee Wilderness Park; and

Whereas, the State recognizes the importance and value of collaborating with the CITY to help ensure park and recreation assets adjacent to state parks remain in good and safe condition; and

Whereas, STATE and CITY intend to enter into a thirty-six (36) month lease agreement after the execution of this Agreement, to provide for the STATE's use of the Premises; and

Whereas, STATE and CITY desire to enter into a direct contractual relationship to jointly exercise any power common to the contracting parties to provide for a law enforcement presence to help ensure quality recreational opportunities for the public good; and

Whereas, the STATE and CITY execute and enter into this Agreement pursuant to the authority set forth in the Joint Exercise of Powers Act (Section 6500 et seq. of the California Government Code) to enter into this agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, which are hereby deemed a contractual part hereof, the mutual covenants hereinafter contained, and for other valuable consideration, the sufficiency of which is acknowledged, the parties hereto agree as follows:

1. PREMISES

A. CITY hereby grants STATE a right of entry to the Premises known as Charmlee Wilderness Park, set forth as **Exhibit A**, attached to and made part of this Agreement and hereinafter referred to as "Premises," to allow STATE to implement the provisions of this Agreement.

B. With the exception of the Leased Premises set forth in Section 4 of this Agreement, CITY will continue to own, manage and operate the Premises in all other respects. CITY shall not be obligated to make any alterations, additions, or improvements to the Premises except as otherwise expressly provided for in this Agreement, nor does this Agreement allow the STATE to add any improvements to the Property.

2. TERM

The term of this Agreement thirty-six (36) months and shall run concurrent with the term of the Lease agreement between the STATE and CITY, as set forth in **Exhibit B**, and shall commence on the first of the month following approval by the

California Department of General Services, the term shall not exceed the term or termination of the Lease between the STATE and CITY.

3. LAW ENFORCEMENT AND PATROL OF PREMISES

A. STATE shall provide a law enforcement presence on the Premises, and is hereby authorized to do so, which includes, but is not limited to, the following:

1) Provide after-hours and/or emergency call out services, within the Premises.

2) Open the Premises gates at 8:00 AM and close and lock the gates at sundown.

3) Conduct daily pass-through examinations of the Premises and report any damage, suspicious activity, hazardous or dangerous conditions, and/or other abnormal circumstances to CITY. STATE shall report any relevant activities and/or conditions within the Park to the City and Kristin Riesgo at (310)-456-2489 ext. 350 or at KRiesgo@malibucity.org.

B. CITY shall retain primary responsibility for law enforcement within the Premises.

4. CONSIDERATION

A. In consideration of the services to be performed by STATE, the PARTIES shall execute Exhibit B, the Draft Lease Agreement and shall be bound by the terms and conditions set forth therein.

B. Consistent with the terms of the Lease Agreement, STATE is authorized to enter into a sub-lease with its employee(s) for the Leased Premises to fulfill its obligations consistent with this Agreement. For purposes of this Agreement, the Leased Premises refers to the Trailer and surrounding area depicted in Exhibit B-1, which sits on a portion of the Premises. STATE acknowledges and agrees that CITY shall not in any way be construed as a "landlord" under any applicable Employee Rental Agreement for STATE Park Housing and that any duties owed to the tenant/employee thereunder shall be the sole responsibility of the STATE per Exhibit B.

5. HOLD HARMLESS AGREEMENT

A. Indemnification of CITY: Except to the extent arising out of the negligence or intentional misconduct of CITY, STATE shall be responsible for, and CITY shall not be answerable or accountable in any manner for any loss or expense by reason of any damage or injury to person or property, or both, arising out of or related to activities carried out by STATE, its agents, officers, and/or employees, under this Agreement. STATE shall protect, hold harmless, indemnify and defend CITY its agents, officers, and/or employees against any and all actions, claims, damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, association, entity, corporation, political subdivision, or other organization or person arising out of or in connection with STATE'S activities hereunder, but excluding such actions, claims, damages to persons or property, penalties, obligations or liabilities arising from the negligence or willful misconduct of CITY and in connection therewith:

1) Actions Filed: STATE shall defend, with any attorney of its choosing, any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities, and will pay all costs and expenses, including attorneys' fees incurred in connection therewith;

2) Judgements Rendered: STATE shall promptly pay, in accordance with the laws and regulations governing STATE'S payment of judgments and/or claims, any judgment rendered against STATE or CITY covering such claims, damages, penalties, obligations and liabilities arising out of or in connection with such use of and operations on the property referred to herein and agrees to save and hold CITY harmless therefrom pursuant to Paragraph 5(A); and

3) Costs and Expenses: Attorney's Fees: In the event CITY is made a party to any action or proceeding filed in connection with said claims, damages, penalties, obligations or liabilities or prosecuted against STATE for

such damages or other claims arising out of or related to activities carried out by STATE under this Agreement, STATE agrees to pay CITY any and all costs and expenses incurred by them in such action or proceeding together with reasonable attorneys' fees.

B. The provisions of this section shall survive the termination or expiration of this Agreement.

6. PROHIBITIONS AGAINST ASSIGNING

Except as provided herein, this Agreement and/or any interest therein or thereunder shall not be assigned, delegated, mortgaged, hypothecated, or transferred by either Party without obtaining the prior written consent of the other.

7. NOTICES

Any notice and/or report required to be given or that may be given by either party to the other shall be deemed to have been fully given when made in writing and deposited in the United States Postal Service, postage prepaid, and addressed as follows:

STATE: Department of Parks and Recreation - Angeles District
1925 Las Virgenes Road
Calabasas, CA 91302
Attention: District Superintendent

CITY: City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Attention: Community Services Department _____

Copy to: Department of Parks and Recreation
Partnerships Office
P.O. Box 942896

Sacramento, California 94296-0001

Phone/916-653-7733

E-Mail/ Partnerships@parks.ca.gov

Department of Parks and Recreation

Business Management Services (Unit 074)

P.O. Box 942896

Sacramento, CA 94296-0001

Attention: Leasing Coordinator

8. DEFAULTS AND REMEDIES

A. Any failure of a Party to comply with the terms and conditions of this Agreement, if not cured within 30 days after receiving written notice from the other Party that a cure is necessary, shall constitute default and breach of this Agreement, provided, however, if the nature of the failure to comply with this Agreement is such that it cannot be reasonably cured within the thirty (30) day period, the offending party shall not be deemed to be in default if an effective cure is commenced within the thirty (30) day period and thereafter diligently prosecuted to completion.

B. In the event of default or breach of this Agreement by STATE, which remains uncured within the applicable cure period, CITY shall have the right to terminate this Agreement by providing written notice to STATE or, at its option, keep this Agreement in effect and initiate an action to recover all damages flowing from such breach.

9. TERMINATION

Notwithstanding the provisions of Section Eight, DEFAULTS AND REMEDIES, either party may terminate this Agreement at any time during the term hereof for any reason. The party who wishes to terminate the Agreement shall give written notice of its intention no later than sixty days (60) before the scheduled termination date. Such notice shall be given in writing and shall be effective on the date given in the notice as the scheduled date for the termination of the Agreement.

This Agreement shall automatically terminate upon expiration or earlier termination of the Lease.

10. SURRENDER OF THE PREMISES

On expiration or within thirty (30) days after termination of this Agreement, STATE shall vacate the Premises and cease its duties set forth in Section 3, LAW ENFORCEMENT AND PATROL OF PREMISES. STATE shall remove all of its personal property within the above stated time unless otherwise agreed by the parties in writing.

11. NONDISCRIMINATION

In the employment of any individual for purposes of carrying out this Agreement, the Parties shall comply with all applicable nondiscrimination laws as well as its own nondiscrimination ordinances, policies or regulations.

12. CHILD SUPPORT COMPLIANCE ACT

A. CITY recognizes the importance of child and family support related enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as obligations and shall fully comply with all applicable State and federal laws provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code.

B. To the best of its knowledge, CITY is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

13. DISPUTES

The Parties shall continue with any and all responsibilities under this Agreement during any dispute. In the event of any dispute related to this Agreement, the parties agree that they will promptly meet and confer and make all reasonable efforts towards resolving such dispute.

14. LIMITATION

This Agreement is subject to all valid and existing contracts, leases, licenses, encumbrances, and claims of title that may affect the Premises.

15. SECTION TITLES

The section titles in this Agreement are inserted only as a matter of convenience and reference and in no way define, limit, or describe the scope or intent of this Agreement or in any way affect this Agreement.

16. AGREEMENT IN COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed an original.

17. AGREEMENT IN WRITING

This Agreement contains and embraces the entire Agreement between the parties hereto with respect to the subject matter hereof and neither it nor any part of it may be changed, altered, modified, limited, or extended orally or by any agreement between the parties unless such agreement be expressed in writing, signed, and acknowledged by the STATE and CITY or their successors in interest.

18. SUCCESSORS IN INTEREST

Unless otherwise provided in this Agreement, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the parties hereto, all of whom shall be jointly and severally liable hereunder.

19. PARTIAL INVALIDITY

If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of

the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

20. TIME OF ESSENCE

Time shall be of the essence in the performance of this Agreement.

21. WAIVER OF RIGHTS, CLAIMS, AND AGREEMENT TERMS

Unless otherwise provided by this Agreement, no waiver by either party at any time of any of the terms, conditions, or covenants of this Agreement shall be deemed as a waiver at any time thereafter of the same or of any other term, condition, or covenant herein contained, nor of the strict and prompt performance thereof. No delay, failure, or omission of any Party to exercise any right, power, or privilege, or option arising from any breach shall impair any such right, power, privilege, or option, or be construed as a waiver of such breach or relinquishment of any right or acquiescence therein. No option, right, power, remedy, or privilege of either party shall be construed as being exhausted by the exercise thereof in one or more instances. The rights, powers, options, and remedies given to either party by this Agreement shall be deemed cumulative.

22. INTERPRETATION OF AGREEMENT

This Agreement is made under and is subject to the internal laws of the State of California in all respects as to interpretation, construction, operation, effect, and performance. In the event of a conflict between this Agreement and that certain Lease Agreement between CITY and STATE of even date herewith, the terms of the Lease Agreement shall control.

23. INDEPENDENT CONTRACTOR

In the performance of this Agreement, STATE and the agents and employees of STATE shall act in an independent capacity and not as officers or employees or agents of the CITY.

24. MODIFICATIONS AND APPROVAL OF AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may hereafter, by mutual consent expressed in writing, agree to modifications thereof, additions thereto, or terminations thereof, which are not forbidden by law. This Agreement, amendments, modifications, or termination thereof shall not be effective until approved by STATE's relevant control agencies.

25. NO THIRD PARTY BENEFICIARIES

This Agreement is not intended to and does not create any third party rights and in no event shall be relied on by any party other than CITY and STATE.

26. MUTUAL DRAFTING

This AGREEMENT shall be deemed to have been drafted by both PARTIES, with each having equal say and status. In no event shall any term be interpreted more favorably as to one PARTY or the other.

27. PRIVILEGES AND IMMUNITIES

Notwithstanding anything to the contrary in this Agreement, neither party waives any of the privileges and immunities from liability, exemptions from laws, ordinances, and rules, or any pension, relief, disability, worker's compensation, and/or other benefits which apply to the activity of officers, agents, or employees of either party.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

City of Malibu

APPROVED AS TO FORM

By: _____	THIS DOCUMENT HAS BEEN REVIEWED BY THE CITY ATTORNEY'S OFFICE
City Mayor	By: _____
	City Counsel
Date: _____	Date: _____

**STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION**

By: _____
Armando Quintero, Director

Date: _____

APPROVED:

STATE DEPARTMENT OF GENERAL SERVICES

By: _____

Title: _____

EXHIBIT A**PREMISES LEGAL DESCRIPTION OF CHARMLEE WILDERNESS PARK****(City of Malibu)**

APN 4472-028-902

2577 Encinal Canyon Road, Malibu, California 90265-2411

Lot Number: 2**Sec / Township / Range: SEC 28 TWN 01N RNG 19W****Legal Brief Description: POR OF SEC 21 AND POR OF LOT 2 IN SEC 28 T1N R19W****Legal Description**

Charmlee Ranch Regional Park

That portion of Section 21, Township I South, Range 19 West, S.B.M., that portion Of Fractional Section 28, said township and range, and that portion of the Rancho Topanga Malibu Sequit, as shown on map recorded in Book 1, pages 414,415 and 416, of Patents, in the office of the Recorder of the County of Los Angeles within the following described boundaries:

Beginning at the northeasterly corner of 173.99 acre parcel offend described in

deed to Donald Ballard et ux, recorded on May 17, 1941, in Book 18403~ page 131, of Official Records, in the office of said Recorder; thence westerly along the northerly line of said parcel of land a distance of 2523.39 feet to the easterly boundary of the 408.3 acre parcel of land described in deed to Oscar Anderson, recorded on February 27, 1941, in Book 18061, page 313, of said Official Records; thence northerly along said easterly boundary 60.00 feet to the northerly line of said last mentioned parcel of land thence westerly along said last mentioned northerly line to the easterly terminus of that certain course of North 89~ 36' 15" West 351.60 feet In the northerly boundary of that certain parcel of land described in deed to S KY co., recorded as Document No. 1972, on December 1, 1981, In Book 1)1437, page 205, of said Official Records; thence southerly, easterly and southeasterly along the easterly, northerly and northeasterly boundaries of said certain parcel of land to the northerly line of Parcel 32, as shown on map filed in Book 76, pages 57, 58 and 59, of Record of Surveys, in the office of said Recorder thence westerly and southwesterly along the northerly and northwesterly lines of said last mentioned parcel to the most northerly corner of

Parcel 33, as shown on said last mentioned map; thence southwesterly and northwesterly along the northwesterly and northeasterly boundaries of said last mentioned parcel to the most northerly corner of Parcel 39, as shown on said last mentioned map; thence southwesterly along the northwesterly line of said last mentioned parcel to the most westerly corner thereof; thence southeasterly along the southwesterly lines of Parcels 39, 38 and 37, as shown on said last mentioned map, to the northwesterly boundary of Encinal Canyon Road, as shown on said last mentioned map; thence southwesterly and southerly along said Encinal Canyon Road to the southeasterly terminus of that certain course of South 21° 25' 21" East in the general easterly boundary of that certain parcel of land described as Parcel 2 in deed to The National Go To Church Campaign, Inc., recorded as Document No. 1368, January 31, 1966, in Book D3192, page 297, of said Official Records; thence northerly along said general easterly boundary to the most southerly southeasterly corner of that certain parcel of land described as Parcel 3 in said last mentioned deed; thence northeasterly, northerly and easterly along the southeasterly, easterly and southerly boundaries of said last mentioned certain parcel of land and mowing the same in all its various courses to said easterly boundary of the 408.3 acre parcel of land described in deed to Oscar Anderson thence northerly along said last mentioned easterly boundary to the northerly line of said rancho; thence easterly along said last mentioned northerly line to the westerly line of Lot 2, said fractional section; thence northerly along said last mentioned westerly line to the southwesterly corner of said Section 21; thence northerly in a direct line to a point in the northerly line of the southwest quarter of the southwest quarter of said last mentioned section distant easterly thereon 50.00 feet from the northwesterly corner of said first mentioned southwest quarter; thence easterly along said last mentioned northerly line to the northeasterly corner of said first mentioned southwest quarter; thence southerly along the easterly line of said first mentioned southwest quarter to the northerly line of the south half of said first mentioned southwest quarter thence easterly along said last mentioned northerly line and its easterly prolongation to the center line of that certain 60 foot strip of land described in deed to County of Los Angeles, for Encinal Canyon Road, recorded as Document No. 1786, on January 24, 1952 in Book 38112, page 120, of said Official Records; thence southerly, southeasterly and easterly along said center line to a line parallel with and 165 feet easterly, measured at right angles, from the westerly line of the northwest quarter of the northeast quarter of said fractional section; thence southerly along said parallel line to said northerly line of said rancho; thence westerly along said last mentioned northerly line to the westerly line of the 193.42 acre parcel of land described in deed to Floyd B. Mullendore, recorded on May 15, 1841, in Book 18417, page 181, of said Official Records; thence southerly along last mentioned westerly line to the point of beginning.

EXHIBIT B
Lease Agreement

LEASE AGREEMENT

This LEASE AGREEMENT ("Agreement") is dated, for reference purposes only, as of _____, 2022, and is made by and between CITY OF MALIBU, a municipal corporation ("Lessor") and the STATE OF CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION ("Lessee") who hereby agree as follows:

AGREEMENT

1. **Background.** Lessor owns and operates Charmlee Wilderness Park, comprising approximately 532 acres within the Santa Monica Mountains Coastal Slope Environment (the "Park"). The Park includes picnic areas and over eight miles of hiking trails, native plant displays and a nature center. A mobile home unit of approximately 1,248 net usable square feet (the "Trailer") is currently situated within the Park, and includes 2 exclusive, unobstructed parking spaces contiguous to the subject building. Lessee desires to enter into an agreement with Lessor to allow Lessee to use the Trailer for "Required Housing" of its employee(s) in connection with their duties to maintain and respond to calls with respect to the Park and to lock and unlock the front gate for the Park.

2. **Grant of Lease.**

A. For valuable consideration and the covenants stipulated herein to be performed by Lessee, Lessor hereby leases to Lessee the Trailer and surrounding area depicted on Exhibit A attached hereto (the "Premises"), which is a portion of the Park legally described in Exhibit B, for the purposes and term hereinafter set forth and subject to the terms and conditions set forth in this Agreement. Lessee shall have access to and use of the leased premises 24 hours per day, seven (7) days per week with no exceptions.

B. **As Is Condition of Premises; Disclaimer of Representations.** LESSEE ACCEPTS THE PREMISES IN ITS "AS IS" CONDITION, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY LESSOR, ITS OFFICERS, AGENTS OR EMPLOYEES, INCLUDING, WITHOUT LIMITATION, THE SUITABILITY OR SAFETY OF THE PREMISES FOR LESSEE'S USE.

3. **Term.** The term of this lease shall commence on March 1, 2022 (the "Effective Date") and shall continue for a period of thirty-six (36) months or until revoked by Lessor pursuant to Section 4, below.

4. **Termination/Holdover/Condition Upon Surrender.**

A. This Agreement may be terminated by Lessor at any time, with or without cause, in Lessor's sole discretion, upon giving Lessee at least sixty (60) days' written notice of revocation. Lessee may terminate this Agreement at any time by giving written notice to Lessor at least sixty (60) days prior to the date when such termination shall become effective. In the event of termination or revocation, Lessee, and Lessee's employee(s) shall remove all of their personal property from the Trailer and the Premises and shall restore the Premises to its condition prior to Lessee's use thereof. If Lessee fails to restore the Premises as provided for herein, Lessor shall have the right to restore same at Lessee's cost and expense. Any cost incurred by Lessor in restoring the property after termination or revocation of this agreement shall constitute a debt of Lessee to Lessor, recoverable by Lessor in any matter provided by law.

B. Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Agreement.

C. This Lease shall automatically terminate upon termination of that certain Joint Powers Agreement between Lessor and Lessee of even date herewith.

D. Surrender and Repair of Damage. Upon the cancellation, expiration, or termination of this Agreement, Lessee shall surrender the Premises in the same condition as received free from hazards and clear of all debris and of all property of Lessee or its agents or invitees. Lessee shall promptly, at its sole cost, repair any and all damage to the Premises and any personal property located thereon. Lessee shall obtain Lessor's prior approval of any party to be used by Lessee to conduct such repair work. If Lessee or Lessee's employee(s) or their invitees damage the Premises or any personal property, the final repair costs owed by Lessee shall be determined by Lessor, in Lessor's sole discretion, and shall be paid by Lessee within five (5) days of Lessor's demand therefor. Lessee's obligations under this Section shall survive the cancellation, expiration, or termination of this Agreement.

5. Rent. As in kind consideration for the lease granted herein, Lessee shall:

A. Cause its employee(s) to lock and unlock the front gate for the Park, provide after-hours emergency call out services, whereby Lessee's employees shall respond to after-hours and/or emergency situations within the Park. Lessee shall also cause its employee(s) to conduct daily pass-through examinations of the Park and to report any damage, suspicious activity, hazardous or dangerous conditions, and/or other abnormal circumstances to Lessor. Lessee's employee(s) shall report any relevant activities and/or conditions within the Park to Kristin Riesgo at (310)-456-2489 ext. 350 or at KRiesgo@malibucity.org; and

B. Be obligated to the conditions set forth in Section 6, herein, including, without limitation the obligation to maintain the Trailer and the Premises while this Agreement is in effect.

6. Use and Conditions. Lessee may use the Premises for the provision of "Required Housing" to its employees in compliance with the terms and conditions of Lessee's standard Employee Rental Agreement for State Park Housing attached hereto as Exhibit C, and as may be amended from time to time. Lessee shall cause any and all employees residing within the Premises to comply with all of the terms and conditions of any applicable State Park housing contract Lessee further covenants as follows:

A. Lessee, at Lessee's sole cost and expense, shall maintain the Trailer and shall directly pay all costs associated with its employee(s)' use of the Trailer, including, without limitation, repairs, maintenance, and utility costs such as water, sewer, trash, gas, electricity, cable, and internet. Lessee will contract directly with the following entities to provide service to the Trailer: Frontier Communications, LA County Waterworks, Amerigas, McDermott Pumping (for septic) and Southern California Edison, in addition to any other agency or entity necessary to make the Trailer habitable.

B. Lessee shall keep the Premises neat and orderly, and shall, secure and maintain the Premises to avoid any public or private nuisance.

C. Lessee shall not alter the natural grade of the Premises.

D. Lessee shall not use, store, maintain, generate, manufacture, handle, dispose, release or discharge any Hazardous Substances (as hereafter defined), toxic chemicals, wastes, elements or substances in the Premises. Additionally, Lessee shall not use any pesticides, insecticides, herbicides, rodenticides, including, without limitation, anticoagulant rodenticides, or any toxic chemical substance which has the potential to significantly degrade biological resources, except any such substance incidental to residential use, but only in accordance with federal and California law and with the City of Malibu's laws and policies. For purposes of this agreement, "Environmental Laws" shall mean all present and future federal, state or local laws, ordinances, rules, regulations, decisions and other requirements of governmental authorities relating to the environment or to any Hazardous Substance, including without limitation the Hazardous and Solid Waste Amendments of 1984 ("RCRA"), the Comprehensive Environmental Response Compensation and Liability Act, as amended by the Superfund Amendments and Reauthorization Act ("CERCLA"), the Toxic Substances Control Act, the Safe Drinking Water Act, the Federal Water Pollution Control Act (the "Clean Water Act"), the Clean Air Act, the Emergency Planning and Community right-to-know Act, the Federal Insecticide, Fungicide and Rodenticide Act, the Noise Control Act, the Radon Indoor Air Quality Research Act, and the National Environmental Policy Act (Environmental Impact Statement), and any similar comparable California statutes and regulations including but not limited to Underground Storage of Hazardous Substance Act, California Health and Safety Code Section 25280, et seq., Hazardous Substance Account Act, California Health and Safety Code Section 25300, et. seq., the Hazardous Waste Control Law, California Health and Safety Code Section 25100, et. seq., the Medical Waste Management Act, California Health and Safety Code Section 25015 et. seq., the Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code Section 24249.5 et seq., and the Porter-Cologne Water Quality Act, California Water Code Section 13000, et. seq., in each case, as amended, with implementing rules and regulations, and the Occupational Safety and Health Act of 1970, as amended. For purposes of this agreement, "Hazardous Substances" shall mean any substances defined or listed in, or otherwise classified pursuant to, or regulated by, any applicable laws or regulations, including all Environmental Laws, as a hazardous substance, hazardous material, hazardous waste, infectious waste, toxic substance, toxic pollutant, solid waste or any other term used to define, list, classify or regulate substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, toxicity, reproductive toxicity, including mold, asbestos, polychlorinate, biphenyls, and any gasoline, diesel, or other petroleum products.

E. Lessee shall cause its employee(s) and their invitees to comply with the terms and conditions of this Agreement and Lessee shall be responsible and shall indemnify and hold Lessor harmless from and against any and all costs, claims, causes of action,

obligations use of the Premises and the Trailer shall be subject to all of the terms and conditions of this Agreement.

7. Waiver of Claims.

A. Neither Lessor nor any of its officials, departments, boards, officers, agents or employees shall be liable for any damage to the property of Lessee, its officers, agents, employees, invitees, sublessees or subcontractors, or their employees, or for any bodily injury or death to such persons, or for any other loss, resulting or arising from the condition of the Premises or its use by Lessee or its employee(s) and their invitees.

B. Lessee fully releases, waives and discharges forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Lessor, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, (i) for any claim or event relating to the condition of the Premises or Lessee's or its employee(s) use thereof, and (ii) in the event that Lessor exercises its right to suspend, revoke or terminate this Agreement.

C. In connection with the foregoing release, Lessee, acknowledges that it is familiar with Section of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES
NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER
FAVOR AT THE TIME OF EXECUTING THE RELEASE
AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
MATERIALLY AFFECTED HIS OR HER SETTLEMENT
WITH THE DEBTOR OR RELEASED PARTY.

Lessee acknowledges that the releases contained herein include all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Lessee realizes and acknowledges that it has agreed upon this Agreement in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any cancellation or termination of this Agreement

8. Default. The occurrence of any of the following events, if not cured within the applicable time period for cure below, shall constitute a default by Lessee under this Agreement:

A. Failure of Lessee to comply with any other terms, covenants, or conditions required of Lessee herein within thirty (30) days of receiving notice that such failure has occurred; or

B. Violation of applicable law by Lessee's employee(s) or its invitees; or

C. Vacation or abandonment by Lessee of the Premises.

9. Compliance with Laws. Lessee shall comply, and shall cause its employee(s) and their invitees to comply, with all applicable Federal, State and local laws, regulations and standards that are or may become applicable to Lessee or Lessee's employee(s)' occupancy and/or activities on the Premises. The judgment of any court of competent jurisdiction, or the admission of Lessee or Lessee's employee(s) or their invitees in a proceeding brought against it by any governmental entity, that Lessee has violated any such statute, ordinance, regulation, or requirement shall be conclusive as between Lessor and Lessee and shall constitute grounds for declaration of default, material breach, forfeiture, and termination of this Agreement by Lessor.

10. Lessor Remedies. If any default by Lessee shall occur, and following notice of default as required by this Lease (for the period applicable to the default under the applicable provision of this Lease), Lessor shall have the following remedies in addition to all other rights and remedies provided by law or equity, to which Lessor may resort cumulatively or in the alternative.

A. Lessor shall have the immediate option to terminate this Lease and all rights of Lessee hereunder by giving written notice of such intention to terminate. In the event that Lessor shall so elect to terminate this Lease, then Lessor may recover from Lessee:

i. Any amount necessary to compensate Lessor for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom; and

ii. At Lessor's election, such other amounts in addition to or in lieu of the foregoing as may be permitted from time to time by applicable law.

11. Damage or Destruction of Premises. Unless as the result of negligence or intentional unlawful act of Lessee or Lessee's employee(s) or their invitees, if during the term of this Agreement, any portion of the Premises shall be damaged by fire or other catastrophic cause, so as to render such portion of the Premises untenable, the obligations under this Agreement may be suspended while such portion of the Premises remains untenable. In the event of such damage, Lessee shall give Lessor notice of such untenable conditions and Lessor shall elect in its sole discretion, whether to repair the Premises or to cancel this Agreement with respect thereto. It shall notify Lessee in writing of its election within thirty (30) days after service of notice by Lessee. In the event that Lessor elects not to repair the Leased Premises or portion thereof, this Agreement shall be deemed canceled as of the date the damage occurred with respect to the applicable portion(s). In the event of total or partial destruction, Lessee may elect to terminate this Agreement by giving written notice setting forth the date of termination to the Lessor within thirty (30) days after such fire or other catastrophic cause.

12. Alterations, Additions and Improvements. Lessee may not make any alterations, improvements or additions in, on or about any of the Premises, including but not limited to posting of any signs, without first obtaining Lessor's prior written consent, in Lessor's sole and absolute discretion.

13. Lessee as Landlord. Lessee acknowledges and agrees that Lessor shall not in any way be construed as a "landlord" under any applicable Employee Rental Agreement for State Park Housing and that any duties owed to the tenant/employee thereunder shall be the sole responsibility of Lessee, including, without limitation, providing required disclosures to any

tenant/employee. For purposes of clarity, it is the intention of Lessor and Lessee that Lessor shall have no obligation, financial or otherwise, with respect to the Employee Rental Agreement for State Park Housing Lessee shall indemnify and hold Lessor harmless from any claims arising from or relating to the presence of its employees(s) and their invitees on at or about the Premises. Lessee's indemnity under this Section 13 shall survive termination of this Agreement.

14. Lessor's Right of Entry. Lessee acknowledges Lessor's right to enter upon, use, maintain, and alter the Premises in the event of an emergency, to make repairs or improvements and supply agreed upon services. Except in cases of emergency, Lessee's abandonment of the Premises, or court order, Lessor shall give Lessee reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00am to 6:00pm and Saturday from 10:00am to 1:00pm.

15. Damage to Trailer or Lessor Property. Lessee assumes responsibility for all damage to the Trailer and the Premises caused by its or its employee(s)' use thereof, and shall promptly reimburse Lessor for any costs incurred in repairing or correcting any such damage. Lessee's obligations under this Section 15 shall survive termination of this Agreement.

16. Indemnification. Lessee shall indemnify, defend and hold harmless Lessor, its officers, employees and agents from and against all claims, causes of action, liabilities and damages for injuries to persons and property, including costs of defense and attorneys' fees, arising from Lessee's use of the Premises and the Trailer by Lessee and its guests, patrons, invitees, customers, employees, officers, and contractors hired in connection with this Agreement, except for liability resulting from the sole negligence or intentional misconduct of Lessor. Lessee shall promptly pay the amount of any judgment rendered against Lessor, its officers, employees and agents for any such indemnified claims, and reasonable costs and attorneys' fees incurred by Lessor in defense of such claims. Lessee acknowledges that Lessor shall have no liability for any claims, causes of action, liabilities and damages of any employee of Lessee residing in the Trailer, or such employee(s)' invitees, during the term of this Agreement and shall indemnify, defend and hold harmless Lessor its officers, employees and agents from any such claim. Lessee's obligations under this Section 16 shall survive termination of this Agreement.

17. Modifications. This Agreement contains the entire agreement between the parties hereto and no oral understanding not incorporated herein shall be binding on any of the parties hereto. This Agreement may be modified, altered, or revised, as necessary, only by mutual consent of the parties in a written amendment, signed and dated by all parties.

18. Assignment. Except with respect to Lessee's employee(s) the lease granted herein is personal to Lessee and Lessee shall have no right to assign it without Lessor's prior written consent which may be withheld in Lessor's sole and absolute discretion. Any attempt to assign this Agreement without such consent shall terminate this Agreement.

19. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified or amended except by a writing executed by the parties.

20. Notices. Any notice or communication given under this Agreement shall be effective when deposited, postage prepaid, with the United States Postal Service and addressed to the contracting parties as follows:

City of Malibu
23825 Stuart Ranch Road
Malibu, CA 90265
Attention: Community Services
Department

Department of Parks and
Recreation – Business
Management Services (Unit 074)
P.O. Box 942896
Sacramento, CA 94296-0001
Attention: Leasing Coordinator

Either party may change the address to which notice or communication is to be sent by providing advance written notice to the other party.

21. Counterparts. This Agreement may be executed in one or more counterparts, all of which, taken together, shall be deemed one original.

[SIGNATURES ON FOLLOWING PAGE]

SIGNATURE PAGE TO LEASE AGREEMENT

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first stated above.

LESSOR:

LESSEE:

CITY OF MALIBU, a municipal corporation

STATE OF CALIFORNIA, DEPARTMENT OF
PARKS AND RECREATION

By: _____

By: _____

Name: Paul Grisanti

Name: _____

Its: Mayor

Its: _____

Approved as to Form

City Attorney: _____

EXHIBIT A
PREMISES



EXHIBIT A

EXHIBIT B

LEGAL DESCRIPTION OF THE PARK

APN 4472-028-902

2577 Encinal Canyon Road, Malibu, California 90265-2411

Lot Number: 2

Sec / Township / Range: SEC 28 TWN 01N RNG 19W

Legal Brief Description: POR OF SEC 21 AND POR OF LOT 2 IN SEC 28 T1N R19W

Legal Description

Charmlee Ranch Regional Park

That portion of Section 21, Township I South, Range 19 West, S.B.M., that portion Of Fractional Section 28, said township and range, and that portion of the Rancho Topanga Malibu Sequit, as shown on map recorded in Book 1, pages 414,415 and 416, of Patents, in the office of the Recorder of the County of Los Angeles within the following described boundaries:

Beginning at the northeasterly corner of 173.99 acre parcel offend described in deed to Donald Ballard et ux, recorded on May 17, 1941, in Book 18403~ page 131, of Official Records, in the office of said Recorder; thence westerly along the northerly line of said parcel of land a distance of 2523.39 feet to the easterly boundary of the 408.3 acre parcel of land described in deed to Oscar Anderson, recorded on February 27, 1941, in Book 18061, page 313, of said Official Records; thence northerly along said easterly boundary 60.00 feet to the northerly line of said last mentioned parcel of land thence westerly along said last mentioned northerly line to the easterly terminus of that certain course of North 89~ 36' 15" West 351.60 feet In the northerly boundary of that certain parcel of land described in deed to S KY co., recorded as Document No. 1972, on December 1, 1981, In Book 1)1437, page 205, of said Official Records; thence southerly, easterly and southeasterly along the easterly, northerly and northeasterly boundaries of said certain parcel of land to the northerly line of Parcel 32, as shown on map flied in Book 76, pages 57, 58 arid 59, of Record of Surveys, in the office of said Recorder thence westerly and southwesterly along the northerly and northwesterly lines of said last mentioned parcel to the most northerly corner of Parcel

33, as shown on said last mentioned map; thence southwesterly and northwesterly along the northwesterly and northeasterly boundaries of said last mentioned parcel to the most northerly corner of Parcel 39, as shown on said last mentioned map; thence southwesterly along the northwesterly line of said last mentioned parcel to the most westerly corner thereof; thence southeasterly along the southwesterly lines of Parcels 39,38 and 37, as shown on said last mentioned map, to the northwesterly boundary of Encinal Canyon Road, as shown on said last mentioned map; thence southwesterly and southerly along said Encinal Canyon Road to the southeasterly terminus of that certain course of South 21° 25' 21" East in the general easterly boundary of that certain parcel of land described as Parcel 2 in deed to The National Go To Church Campaign, Inc., recorded as Document No. 1368, January 31, 1966, in Book D3192, page 297, of said Official Records; thence northerly along said general easterly boundary to the most southerly southeasterly corner of that certain parcel of land described as Parcel 3 in said last mentioned deed; thence northeasterly, northerly and easterly along the southeasterly, easterly and southerly boundaries of said last mentioned certain parcel of land and mowing the same in all its various courses to said easterly boundary of the 408.3 acre parcel of land described in deed to Oscar Anderson thence northerly along said last mentioned easterly boundary to the northerly line of said rancho; thence easterly along said last mentioned northerly line to the westerly line of Lot 2, said fractional section; thence northerly along said last mentioned westerly line to the southwesterly corner of said Section 21; thence northerly in a direct line to a point in the northerly line of the southwest quarter of the southwest quarter of said last mentioned section distant easterly thereon 50.00 feet from the northwesterly corner of said first mentioned Southwest quarter: thence easterly along said last mentioned northerly line to the northeasterly corner of said first mentioned southwest quarter; thence southerly along the easterly line of said first mentioned southwest quarter to the northerly line of the south half of said first mentioned southwest quarter thence easterly along said last mentioned northerly line and its easterly prolongation to the center line of that certain 60 foot strip of land described in deed to County of Los Angeles, for Encinal Canyon Road, recorded as Document No. 1786, on January 24, 1952 in Book 38112, page 120, of said Official Records; thence southerly, southeasterly and easterly along said center line to a line parallel with and 165 feet easterly, measured at right angles, from the westerly line of the northwest quarter of the northeast quarter of said fractional section; thence southerly along said parallel line to said northerly line of said rancho; thence westerly along said last mentioned northerly line to the westerly line of the 193.42 acre parcel of land described in deed to Floyd B. Mullendore, recorded on May 15, 1841, in Book 18417, page 181, of said Official Records; thence southerly along last mentioned westerly line to the point of beginning.

EXHIBIT B-1
Leased Premises



65273.00300\34206813.6

EXHIBIT B-1

65273.00300\32148872.7

EXHIBIT C

STANDARD FORM EMPLOYEE RENTAL AGREEMENT FOR STATE PARK HOUSING

State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION



EMPLOYEE RENTAL AGREEMENT FOR STATE PARK HOUSING

DISTRICT		UNIT NAME		UNIT NUMBER
TENANT'S NAME (first)	(middle)	(last)		
POSITION NUMBER	PAY FREQUENCY <input type="checkbox"/> Monthly <input type="checkbox"/> Semi-Monthly	CLASSIFICATION	CBID	
BARGAINING UNIT (See Attached Addendum for Unit 7 employees) <input type="checkbox"/> Non-represented <input type="checkbox"/> Unit 1, 3, 4, 11, 14 or 15 <input type="checkbox"/> Unit 7 <input type="checkbox"/> Unit 9 <input type="checkbox"/> Unit 10 <input type="checkbox"/> Unit 12, 13				
FACILITY NUMBER		Tenancy Will Begin On: 		
RESIDENCE TYPE <div style="display: flex; flex-wrap: wrap;"> <div style="width: 20%;"><input type="checkbox"/> Apartment</div> <div style="width: 20%;"><input type="checkbox"/> Cabin/Tent Cabin</div> <div style="width: 20%;"><input type="checkbox"/> Dormitory</div> <div style="width: 20%;"><input type="checkbox"/> Duplex/Triplex</div> <div style="width: 20%;"><input type="checkbox"/> House</div> <div style="width: 20%;"><input type="checkbox"/> Mobile Home Pad</div> <div style="width: 20%;"><input type="checkbox"/> Modular Home</div> <div style="width: 20%;"><input type="checkbox"/> Trailer Site</div> <div style="width: 20%;"><input type="checkbox"/> Travel Trailer</div> <div style="width: 20%;"><input type="checkbox"/> Mobile Home</div> </div>				
HOUSING CATEGORY <input type="checkbox"/> Not-required/Not a condition of employment <input type="checkbox"/> Required/Condition of employment				

OCCUPANCY IS SUBJECT TO CONTINUING EMPLOYMENT WITH THE CALIFORNIA STATE DEPARTMENT OF PARKS AND RECREATION

1. Identification of Landlord and Tenant. This Agreement is made and entered into between

_____ ("Tenant")
 and the Department of Parks and Recreation _____ ("Landlord").
(District)

Each Tenant is jointly and severally liable for the payment of rent and performance of all other terms of this Agreement.

2. Identification of Premises and Occupants. Subject to the terms and conditions set forth in this Agreement,

Landlord rents to Tenant, and Tenant rents from Landlord, for residential purposes only, the premises located at _____ California ("the premises").

The premises shall be occupied by the undersigned Tenant and the following members of their household:

3. Limits on Use and Occupancy. The premises are to be used only as a private residence for Tenant and members of their household listed in Clause 2 of this Agreement, and for no other purpose without Landlord's prior written consent. Occupancy by any individual guest for more than fourteen days in any six-month period is prohibited without Landlord's written consent and shall be considered a breach of this Agreement.

4. Defining the Term of Tenancy (Non Required Housing). The tenancy will begin on _____, and shall continue thereafter from month to month. Either party may terminate this tenancy upon 30 days written notice to the other. Employee living in personal mobile home will be given 60 days written notice to move the trailer from the mobile home pad. (subject to any local rent control ordinances that may apply).

5. **Defining the Term of Tenancy (Required Housing)** The tenancy will begin on _____. Required housing is a condition of employment and must be occupied by the employee as his/her primary residence. Unless otherwise specified by MOU, employees must remain in the residence until the position can be refilled with the same classification or transfers from the District. Failure to remain in the residence until the position is refilled will result in an administrative transfer from the District.

6. **Amount and Schedule for the Payment of Rent.** Tenant shall pay to Landlord a monthly rent of \$_____, payable in advance on the 1st day of each month, except when that day falls on a weekend or legal holiday, in which case rent is due on the next business day. Seasonal Employees will make rental payments in advance directly to the District.

Method of Rental Payment shall be: ☐ Payroll Deduction
☐ Direct Payment to District

The Department in accordance with Department policy and/or MOU may adjust rental and utility rates.

7. **Utilities.** Tenant shall be responsible for the payment of all applicable utility charges.

A. Tenant shall make the following payments to Landlord:

- ☐ Garbage
- ☐ Water/Sewer
- ☐ Electricity
- ☐ Natural Gas
- ☐ Other _____

Method of Utility Payment shall be: ☐ Payroll Deduction (combined with rental payment)
☐ Direct Payment to District

The monthly utility rate to Landlord (if applicable) shall be _____, payable when rent is due.

B. Tenant shall make the following payments directly to utility company:

- ☐ Garbage
- ☐ Water/ Sewer
- ☐ Electricity
- ☐ Natural Gas
- ☐ Other _____

8. **Late Charges.** Tenant shall pay Landlord a late charge if Tenant fails to pay the rent in full within 5 days after the date it is due. The late charge shall be \$25.00, plus \$10.00 for each additional day that the rent continues to be unpaid. The total late charge for any one month shall not exceed 5% of the monthly rate due to the Landlord. Landlord does not waive the right to insist on payment of the rent in full on the date it is due.

9. **Returned Check and Other Bank Charges.** In the event any check offered by Tenant to Landlord in payment of rent or any other amount due under this Agreement is returned for lack of sufficient funds, a "stop payment" or any other reason, Tenant shall pay Landlord a returned check charge in the amount of \$25.00 for the first occurrence and \$35.00 for subsequent occurrences.

10. **Possessory Interest Taxation - Local Taxes.** It is understood that this Agreement may create a possessory interest subject to property taxation and Tenant may be subject to the payment of property taxes levied on such interest. The undersigned agrees to pay any possessory interest or other tax levied on such interest and to indemnify the State of California from any damage or loss arising by reason of such tax or Revenue Taxation Code Section 107.6.

- 11. Fringe Benefit Taxation - Fair Market Rent.** The rental of State Park property may create an income tax liability for the Tenant under the Internal Revenue regulations.
The Department is required by Internal Revenue Service regulations to deduct taxes from the employee's salary when they receive a fringe benefit. Unless the Department has determined that the employee meets the criteria for tax exemption, the difference between the actual rent paid and the fair market rent will be reported as a fringe benefit. (DOM 2208.2)
- 12. Prohibition of Assignment and Subletting.** Tenant shall not sublet any part of the premises or assign this Agreement without the prior written consent of the Landlord.
- 13. Condition of the Premises.** Tenant agrees to: (1) keep the premises clean and sanitary and in good repair and, upon termination of the tenancy, to return the premises to Landlord in a condition identical to that which existed when Tenant took occupancy except for ordinary wear and tear; (2) immediately notify Landlord of any defects or dangerous conditions in and about the premises of which they become aware; and (3) reimburse Landlord, for the cost of any repairs to the premises damaged by Tenant, household members, guests or invitees through misuse or neglect.
Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist.
Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.
- 14. Possession of the Premises.** If, after signing this Agreement, Tenant fails to take possession of the premises, they shall still be responsible for paying rent and complying with all of the other terms of this Agreement. In the event Landlord is unable to deliver possession of the premises to Tenant for any reason not within Landlord's control, including, but not limited to, failure of prior occupants to vacate or partial or complete destruction of the premises, Tenant shall have the right to terminate this Agreement. In such event, Landlord's liability to Tenant shall be limited to the return of all sums previously paid by Tenant to Landlord.
- 15. Landlord's Access for Inspection and Emergency.** Landlord or Landlord's agents may enter the premises in the event of an emergency, to make repairs or improvements, supply agreed services and show the premises to prospective buyers or tenants. Except in cases of emergency, Tenant's abandonment of the premises or court order, Landlord shall give Tenant reasonable notice of intent to enter and shall enter only during regular business hours of Monday through Friday from 9:00 a.m. to 6:00 p.m. and Saturday from 10:00 a.m. to 1:00 p.m.
- 16. Extended Absences by Tenant.** Tenant agrees to notify Landlord in the event that they will be away from the premises for 30 consecutive days or more. During such absence Landlord may enter the premises at times reasonably necessary to maintain the property and inspect for damage and needed repairs.
- 17. Prohibition Against Violating Laws and Causing Disturbances.** Tenant shall be entitled to quiet enjoyment of the premises. Tenant, members of their household, guests or invitees shall not use the premises or adjacent areas in such a way as to (1) violate any law or ordinance, including laws prohibiting the use, possession or sale of illegal drugs; (2) commit waste or nuisance; or (3) annoy, disturb, inconvenience or interfere with the quiet enjoyment and peace and quiet of any other tenant or resident.
- 18. Repairs and Alterations**
- a. Tenant shall not, without Landlord's prior written consent, alter, re-key or install any locks to the premises or install or alter any burglar alarm system. Tenant shall provide Landlord with a key or keys capable of unlocking all such authorized re-keyed or new locks as well as instructions on how to disarm any authorized altered or new burglar alarm system.
 - b. Except as provided by law or as authorized by the prior written consent of Landlord, Tenant shall not make any repairs or alterations to the premises.
☒ Landlord and Tenant agree to the following:

- 19. Damage to the Premises.** In the event the premises are partially or totally damaged or destroyed by fire or other cause, the following shall apply:
- a. If the premises are totally damaged and destroyed, Landlord shall have the option to (1) repair such damage and restore the premises, with this Agreement continuing in full force and effect, except that Tenant's rent shall be abated while repairs are being made; or (2) give written notice to Tenant terminating this Agreement at any time within thirty (30) days after such damage, and specifying the termination date; in the event that Landlord gives such notice, this Agreement and all of Tenant's rights pursuant to this Agreement, shall expire.
 - b. Landlord shall have the option to determine that the premises are only partially damaged by fire or other cause. In that event, Landlord shall attempt to repair such damage and restore the premises within thirty (30) days after such damage. If only part of the premises cannot be used, Tenant must pay rent only for the usable part, to be determined solely by Landlord. If Landlord is unable to complete repairs within thirty (30) days, this Agreement shall expire and all of the Tenant's rights pursuant to this Agreement shall terminate at the option of either party.
 - c. In the event that Tenant, members of their household, guests or invitees, in any way caused or contributed to the damage of the premises, Landlord shall have the right to terminate this Agreement at any time, and Tenant shall be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income.
- 20. Tenant's Financial Responsibility and Renters' Insurance.** Tenant agrees to accept financial responsibility for any loss or damage to personal property belonging to Tenant, members of their household, guests and invitees, caused by theft, fire or any other cause. Landlord assumes no liability for any such loss unless caused by Landlord. Landlord recommends that Tenant obtain a renter's insurance policy from a recognized insurance firm to cover Tenant's liability, personal property damage and damage to the premises.
- 21. Payment of Attorney Fees in a Lawsuit.** In any action or legal proceeding to enforce any part of this Agreement, the prevailing party shall recover reasonable attorney fees and court costs.
- 22. Additional Provisions**
- ☐ a. None
 - ☐ b. Additional provisions are as follows

23. Policies. The following policies are included and hereby incorporated as part of this agreement.

- Pets and Domesticated Farm Animals Policy
- Yards and Gardens Policy
- Home Based Occupations/Commercial Activities Policy
- Satellite Antenna Policy
- Waterbed Policy

Any violation of these policies is considered to be a violation of this Agreement and may result in termination of the lease and/or disciplinary action.

STATE HOUSING POLICY (Pets and Domesticated Farm Animals)

For the purpose of this policy “pets” refers to dogs or cats. Domesticated farm animals are prohibited unless specifically authorized by the District Superintendent or designee. Animals which remain inside the house in a cage, aquarium, or other container, are allowed.

Under the following circumstances the District Superintendent or designee may prohibit or limit the number of pets in State housing:

1. Resource management concerns.
2. Residence located in use areas where the pets could interact with the public.
3. Occupation of structures where loss of resources could occur.

When pets are permitted in State housing and associated properties, they are subject to:

- DOM, Chapter 6, Provisions Limited to Specific Units
- City/county regulations
- State Regulations including, CCR 4312 Dogs; Animals

The leash provision of CCR 4312 is exempted when the pet is within the confines of the yard as identified by the residential plot plan as follows:

1. In a fenced yard, the pet may be unattended as long as the confining structure does not permit the pet to escape and the pet does not create a disturbance (A “disturbance” means any unreasonable barking or howling, creating a menace, nuisance or inconvenience to others) or;
2. In an unfenced yard, pets may be off leash while they are under the immediate control of the owner and are not permitted to leave the yard or;
3. In a fenced or unfenced yard, runs or tie downs are permitted as long as the pet does not leave the yard boundaries or create a disturbance.

It is the Tenant’s responsibility to keep the yard free of all pet/animal waste.

When Tenant is absent from their residence and pets or animals are left unattended (no responsible person on site) for more than 48 hours, a responsible party shall be identified in advance of the absence to the appropriate supervisor for the park unit in which the park residence is located.

Owners shall be responsible for damages to State housing or private property caused by their pets/animals.

STATE HOUSING POLICY (Yards and Gardens)

The employee lease agreements for all State housing shall have attached a plot plan showing the boundaries of the yard for that housing as approved by the District Superintendent or designee.

The residents shall not conduct private residential activities such as gardening, personal property storage, etc. outside of these boundaries. The following guidelines shall apply to the defined yard area.

1. Tenant is expected to maintain their belongings and grounds surrounding their residence in a condition that is attractive and safe. Personal property will be stored out of sight of the public or other residents, except as determined to be appropriate by the District Superintendent or designee.
2. Vegetation clearance as required by fire regulations within defined yard area is the responsibility of the Tenant.
3. The planting of residential gardens including trees, shrubs, perennials, annuals and/or vegetables while generally looked upon as yard enhancements can have negative impacts on State owned facilities and the natural or cultural resources of the park unit. An example of a negative impact is the planting of non-native invasive plants that have potential for spreading in the park. Hence, changes to existing yard/garden landscapes shall be approved by the District Superintendent or designee through submission of a CEQA application by the resident employee. The CEQA application shall include a plot plan of the area to be considered showing all buildings, fences or other structures in the yard boundaries as well as the proposed location and dimensions of the garden. Any known underground service lines or systems in the yard boundaries should be shown on the drawing and labeled. Landscape plantings being considered need to be identified. The plot plan must include an arrow indicating North.
4. No Tenant shall keep an inoperable vehicle on State Park property unless it is in an enclosed garage.

STATE HOUSING POLICY (Home Based Occupations/Commercial Activities)

Home-based occupations and/or commercial activities by occupants of State-owned facilities may only be conducted from State-owned housing with prior written approval from the District Superintendent or designee when such activity is in compliance with:

1. Federal and State laws including the CCR's;
2. California State Park & Recreation Commission Policies, local and county ordinances, Local Coastal Plans, and fire district regulations; and
3. The Department's Incompatible Activities Policy.

Under the following circumstances the District Superintendent or designee may prohibit home-based occupations in State-owned housing:

1. When the activity adversely impacts the public use area because of the location of the residence, because the activity compromises the integrity of the cultural resource area, or when the activity adversely impacts a sensitive resource management area;
2. When the employee pays a flat rate utility fee and the home-based occupation or activity causes an increase in the cost of utilities to DPR;
3. When the home-based occupation or activity unreasonably disturbs, endangers or interferes with other park tenants or neighbors;
4. Where the housing is designated as "required" and the home-based occupation or activity could result in a worker's compensation liability to the State.

Any home-based occupations or commercial ventures conducted at State owned housing shall conform to the following regulations:

1. The business shall be declared on the employee lease agreement.
2. The business shall be carried on wholly indoors within the housing unit.
3. The business must be operated by a member of the household occupying the dwelling.
4. There shall be no use of show windows or display advertising visible outside the premises to attract customers or clients. Business signs shall not be displayed on State Park property or facilities.
5. There shall not be the creation of noise, odors, smoke or other nuisances to a greater degree than that normal for the neighborhood in which such use is located.
6. The business shall not generate pedestrian or vehicular traffic beyond that normal for the neighborhood in which the business is located.
7. There shall be no exterior storage of materials, supplies, products, tools or equipment.
8. The business shall require no additions or extensions to the dwelling unless approved by the District Superintendent or designee.

STATE HOUSING POLICY (Satellite Antenna)

Satellite antennas are permitted under the following guidelines:

1. Plans for installation must be approved (in writing) in advance by the District Superintendent or designee.
2. Antennas placed in areas subject to normal public use or vision must be:
 - a. Of a color that will not contrast with the surroundings.
 - b. Fenced, planted, or berm constructed to screen the appearance and to prevent public contact with the antenna.
3. Antennas are not to be installed/attached to any permanent structure such as a building or roof.
4. Vegetation management will not be undertaken to facilitate installation or improve signal reception.
5. Antenna mounting must be entirely removed and yard returned to the original condition when the employee vacates the residence.
6. Antennas will not be permitted in historic units if the residence is part of the public experience and a screening structure would compromise the unit's historic integrity.

STATE HOUSING POLICY (Waterbed)

Landlord and Tenant agree that Tenant may keep water-filled furniture in the premises, subject to the legal requirements of Civil Code Section 1940.5, key provisions of which are summarized as follows:

1. Insurance

Tenant agrees to obtain a valid waterbed insurance policy or certificate of insurance for property damage, with a minimum replacement value of \$100,000. Such insurance policy shall be furnished to Landlord prior to installation of the waterbed and shall be maintained in full force and effect until the waterbed is permanently removed from the premises.

2. Weight Limitation

The pressure the waterbed puts on the floor shall not exceed the floor's pounds per square foot weight limitation. The weight shall be distributed on a pedestal or frame which is approximately the same dimensions as the mattress itself.

3. Installation, Moving and Removal

Tenant shall install, maintain and move the waterbed in accordance with the standards of the manufacturer, retailer or state, whichever is most stringent.

4. Notice to and Inspection by Landlord

Tenant agrees to give Landlord at least 24 hours written notice of their intention to install, move or remove the waterbed, and shall allow Landlord to be present when this occurs. If anyone other than Tenant installs or moves the waterbed, Tenant shall give landlord a written installation receipt that states the installer's name, address and business affiliation.

5. Waterbed Construction Standards

The waterbed shall conform to construction standards imposed by the State Bureau of Home Furnishings and shall display a label to that effect. The waterbed must have been constructed on or after January 1, 1973.

6. Security Deposit

Landlord may increase Tenants' security deposit in an amount equal to an additional one-half month's rent.

- 24. Landlord/Tenant Checklist.** Tenant acknowledges by signing this agreement, they have examined the premises, including appliances, fixtures, carpets, drapes and paint, and have noted their condition on the Landlord/Tenant Checklist. Upon moveout, the premises will again be inspected and conditions noted and acknowledged by signing the Landlord/Tenant Checklist.

LANDLORD/TENANT CHECKLIST

District Name

0

Residence Address

0

Unit Number:

	Condition on Arrival	Condition on Departure	Estimated Cost of Repair/Replacement
LIVING ROOM			
Floors & Floor Coverings			
Drapes & Window Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Front Door & Locks			
Smoke Detector			
Fireplace			
Other			
KITCHEN			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Cabinets			
Counters			
Stove/Oven			
Refrigerator			
Dishwasher			
Garbage Disposal			
Sink & Plumbing			
Smoke Detector & Fire Extinguisher			
Other			
DINING ROOM			
Floors & Floor Coverings			
Walls & Ceilings			
Light Fixtures			
Windows, Screens & Doors			
Smoke Detector			
Other			

LANDLORD/TENANT CHECKLIST (continued)

	Condition on Arrival			Condition on Departure			Estimated Cost of Repair/Replacement
	Bath 1	Bath 2	Bath 3	Bath 1	Bath 2	Bath 3	
BATHROOM(S)							
Floors & Floor Coverings							
Walls & Ceilings							
Windows, Screens & Doors							
Light Fixtures							
Bathtub/Shower							
Sink & Counters							
Toilet							
Counters							
Other							
BEDROOM(S)	Bdrm 1	Bdrm 2	Bdrm 3	Bdrm 1	Bdrm 2	Bdrm 3	
Floors & Floor Coverings							
Windows, Screens & Doors							
Walls & Ceilings							
Light Fixtures							
Smoke Detector							
Other							
Other							
Other							
GARAGE							
Fire Extinguisher							
Other							
OTHER AREAS							
Heating System							
Air Conditioning							
Lawn/Garden							
Stairs and Hallway							
Patio, Terrace, Deck, etc.							
Basement							
Parking Area							
Other							
Other							

☐ Tenant acknowledges that all smoke detectors and fire extinguishers were tested in their presence and found to be in working order, and that the testing procedure was explained to them. Tenant agrees to test all detectors at least once a month and to report any problems to Landlord in writing. Tenant agrees to replace all smoke detector batteries as necessary.

Move-out Inspection

Tenant Signature _____ Date _____

- 25. State Database Disclosure. Notice:** The California Department of Justice, sheriff's departments, police departments serving jurisdictions of 200,000 or more and many other local law enforcement authorities maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (a) of Section 290.4 of the Penal Code. The database is updated on a quarterly basis and is a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Line through which inquiries about individuals may be made. This is a "900" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "900" telephone service. (Civil Code Sec. 2079.10a)
- 26. Entire Agreement.** This document, including its attachments, constitutes the entire Agreement between the parties, and no promises or representations, other than those contained here and those implied by law, have been made by Landlord or Tenant. Any modifications to this Agreement must be in writing signed by Landlord and Tenant. The failure of Tenant, members of their household, guests or invitees to comply with any term of this Agreement is grounds for termination of the tenancy, with appropriate notice to Tenant and procedures as required by law.

TENANT

LANDLORD

District Superintendent

FUTURE ACTIONS				
RENTAL RATE CHANGE				
Actual Moved-In Date:	Planned Move-Out Date:	Actual Moved-Out Date:	Effective Date:	New Rate:
<div></div>	<div></div>	<div></div>	<div></div>	<div></div>