

SUMMARY ACTION MINUTES

(Action Items Displayed in Italics)

THURSDAY, MAY 4, 2023 — 6:00 p.m.

I. ROLL CALL

Vice Chair Ashland and Commissioners Diaz, Jones, and Weigand were present. Chair Shawver and Commissioner Hanson were absent.

II. PUBLIC PARTICIPATION

At this time, members of the public may address the Commission on items of public interest that are within the jurisdiction of the Commission and are not contained in tonight's agenda.

No comments were received from the public.

Pledge of Allegiance was led by Commissioner Weigand.

III. CONSENT CALENDAR (ITEM(S) A)

The following item(s) on the consent calendar will be approved by one motion unless a Commissioner requests to pull a specific item.

A. APPROVE COMMISSION MINUTES FOR THE MARCH 2, 2023 MEETING

Motion: Commissioner Weigand

2nd: Commissioner Jones

Approved 3-0-1 (Commissioner Diaz abstained)

IV. DISCUSSION CALENDAR (ITEM(S) A-B)

A. NATURAL COMMUNITY CONSERVATION PLAN/HABITAT CONSERVATION PLAN (NCCP/HCP) PRESENTATION

Staff will provide an overview of the NCCP/HCP, two conservation easements that apply to OC Parks' facilities. This will include an overview of the history and goals of the NCCP/HCP in preserving habitat and how the NCCP/HCP applies to OC Parks' facilities.

Pam Passow, OC Parks Interim Director, introduced the item and staff and answered the Commissioners' questions.

Jennifer Naegele, OC Parks Natural Resources Manager, presented on the item and answered the Commissioners' questions.

James Sulentich, Natural Communities Coalition Executive Director, answered the Commissioners' questions.

RECOMMENDED ACTION(S):

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Receive and file.

Item was received and filed.

B. OC PARKS TRAILS SUBCOMMITTEE COMMISSIONER AND ALTERNATE CHAIR APPOINTMENT AND MEETING UPDATE

The OC Parks Trails Subcommittee (Subcommittee) has a vacancy in one of its Commission seats, which also serves as the Subcommittee's Alternate Chair. Pursuant to the Subcommittee Guidelines, the Commission will need to appoint another Commissioner to fill this vacancy. Staff will also provide an update to the Commission regarding the March 27, 2023 Subcommittee meeting.

Pam Passow, OC Parks Interim Director, introduced the item and answered the Commissioners' questions.

Brian Kurnow, OC Parks Interim Planning and Design Division Manager and Entitlement Division Manager, introduced himself and Jennifer Naegele.

Jennifer Naegele, OC Parks Natural Resources Manager, provided an update on the Subcommittee's March 27, 2023 meeting.

RECOMMENDED ACTION(S):

1. Nominate and select a Commissioner to serve on the OC Parks Trails Subcommittee as its Alternate Chair.

Nomination and Motion to Appoint Commissioner Jones as Alternate Chair of the Subcommittee: Commissioner Diaz

2nd: Commissioner Weigand

Approved 4-0

2. Receive and File updates on the First Quarter 2023 OC Parks Trails Subcommittee Meeting.

Item was received and filed.

V. OC PARKS DIRECTOR'S REPORT

A. DEPARTMENT UPDATES

Pam Passow, OC Parks Interim Director, provided updates and answered the Commissioners' questions.

B. UPCOMING OC PARKS EVENTS

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THURSDAY, MAY 4, 2023 — 6:00 p.m.

Wild Tales – Upper Newport Bay Nature Preserve – Friday, May 5 – 10 – 10:45 a.m.

- Wild Tales is offered weekly and includes an outdoor story in the newly renovated amphitheater, an age-appropriate hike and a craft project.

Full Moon Hike in Santiago Oaks – Friday, May 5 – 6:30 – 8:30 p.m.

- Half the park is after dark! Come explore nocturnal sights and sounds as we hit the trails on this leisure night hike. It's chilly after sunset so wear warm layers, sturdy footwear and bring water and a red tinted flashlight if possible to keep our night vision from being impacted by any bright light.

Rancho Days Fiesta – Heritage Hill Historical Park – Saturday, May 6 – 11 a.m. – 3 p.m.

- Come explore the rich history of Orange County's rancho era through hands-on activities, crafts, music, dance and more. Activities and performances include Native American and Folklorico dancing, Charro horse riding and roping demonstrations, and tours of the historic buildings.

Restorative Birdwatching – Arden: Helena Modjeska Historic House and Gardens – Saturday, May 13 – 8 – 10 a.m.

- Join OC Parks on the grounds of Arden: Helena Modjeska Historic House and Gardens for this slow-paced and accessible bird walk that will encourage bird watching practices designed to emphasize these benefits by connecting with nature, guided observation, building community, sharing stories, encouraging creativity and practicing mindfulness.

Toddler Treks: Interesting Insects – Irvine Regional Park – Tuesday, May 16 – 10 – 11 a.m.

- Discover our 6-legged friends of Irvine Regional Park! Insects have so many interesting features, such as their different shapes, sizes, colors and patterns. Take a closer look at examples of insects before you go on a fun insect discovery walk.

Tot Walk – Aliso and Wood Visitor Center – Friday, May 19 – 9 – 11 a.m.

- Join OC Parks naturalists and bring your young ones (infant to age 3) to explore Aliso's wild backyard. Take a leisurely stroll through the

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garden and to the creek. We will see bugs, plants and birds while exploring! OC Parks staff may even lead a game or introduce a local resident to the children. Come join the fun!

Photo Journey: Limestone Canyon – Irvine Ranch Open Space – Sunday, May 21 – 4:30 – 8:30 p.m.

- Head into the backcountry wilderness for a journey filled with beautiful sights that are photographic and artistic sketching opportunities. Board a 4-wheel drive vehicle for a 13-mile tour of the canyon and surrounding hills. Stop frequently to admire the views, take photos, sketch landscapes and answer questions. Stops will include short walks with view of The Sinks, a trip up Cactus and Markel Spur and optional hikes into Box Springs and/or the Markel Spur to East Sinks loop hike.

VI. COMMISSION COMMENTS AND REPORT

At this time Commissioners may comment on agenda or non-agenda matters, provided that no action may be taken on off-agenda items unless authorized by law.

VII. ADJOURNMENT *6:51 p.m.*

Meeting adjourned in memory of Jean Watt.

ORANGE COUNTY PARKS COMMISSION

STAFF REPORT

FROM: Pam Passow, Interim Director, OC Parks

DATE: June 1, 2023

SUBJECT: First Amendment to Lease Agreement with Orange County Council Boy Scouts of America, Inc.

Since 1937, Orange County Council Boy Scouts of America, Inc. (BSA) has maintained and operated a marine education and recreation facility (Newport Sea Base) on County of Orange (County) owned property, which includes tidelands and upland property adjacent to Newport Harbor (Premises). On September 26, 2000, the Board of Supervisors (Board) approved the current rent-free lease agreement (Lease) with BSA which is for a 30-year term, expiring September 30, 2030. Under the Tidelands Grant from the State of California to the County, the term of any single lease may not exceed 50 years. In addition, the Tidelands Grant and Lease require that any revenue or funds generated at the Premises must be used to support the programs and facilities on the Premises; as such, BSA is responsible for all costs associated with the Lease and the operation and maintenance of the Newport Sea Base.

The Newport Sea Base is a youth-based boating and marine education center serving youth ages 6 to 18. The mission of the Newport Sea Base is to provide a marine-oriented public education and recreation facility for youth and young adults that substantially benefits the public by enhancing the public's knowledge, awareness and understanding of the marine environment and aquatic recreation. The BSA provides for various programs including sailing, rowing, paddling, fishing, motor boating, marine science and wood working.

Over the years, the BSA has invested heavily in the Premises and has improved and expanded the Newport Sea Base for public benefit. This included a \$3.5 million dollar project to expand classrooms and remodel existing facilities in 2000, when the current Lease was executed, which was completed as required by the Lease terms. Since then, BSA has identified additional upgrades and renovations that would further enhance its public programming and educational opportunities.

In an effort to help BSA significantly enhance its ability to provide public programming, the County has negotiated a First Amendment (Amendment) to the Lease with BSA. The Amendment will extend the Lease for an additional 20-year term, expiring September 30, 2050, which will help BSA maximize the use of its planned improvements to its docks and dredging of the marina, which are estimated to cost \$1.5 million. BSA plans to update the docks to improve accessibility, anticipate long term needs and eliminate vessel access issues during high tides. Additionally, the proposed Amendment also includes language related to providing reasonable accessibility accommodations to persons with disabilities, in addition to any Americans with Disabilities Act compliance requirements, including an accessibility lift, if feasible. BSA has provided an initial Scope of Work, attached as Exhibit G to the Amendment, which outlines the work to be completed. Pursuant to the Amendment, BSA is required to submit to the County a development plan within 120 days from the date the Amendment is approved by the Board. The development plan, upon

approval, will become Exhibit H to the Amendment. In the event BSA fails to perform the work described above within four (4) years of the effective date of the proposed Amendment, the term of the Lease will be reduced from fifty (50) years to the existing thirty (30) year term through the recording of an estoppel certificate.

BSA is responsible to ensure any, and all improvements comply with or are exempt from California Environmental Quality Act (CEQA). Pursuant to the Amendment, no structures, improvements or facilities shall be constructed, erected, altered or made within the Premises without prior written consent of the County. Furthermore, all preparation and processing for environmental clearance, including any required mitigation measures, shall be at BSA's sole cost and expense.

Based upon the continued public benefit related to the BSA's Newport Sea Base, and the additional upgrades proposed, CEO Real Estate and OC Parks recommend the approval of the Amendment.

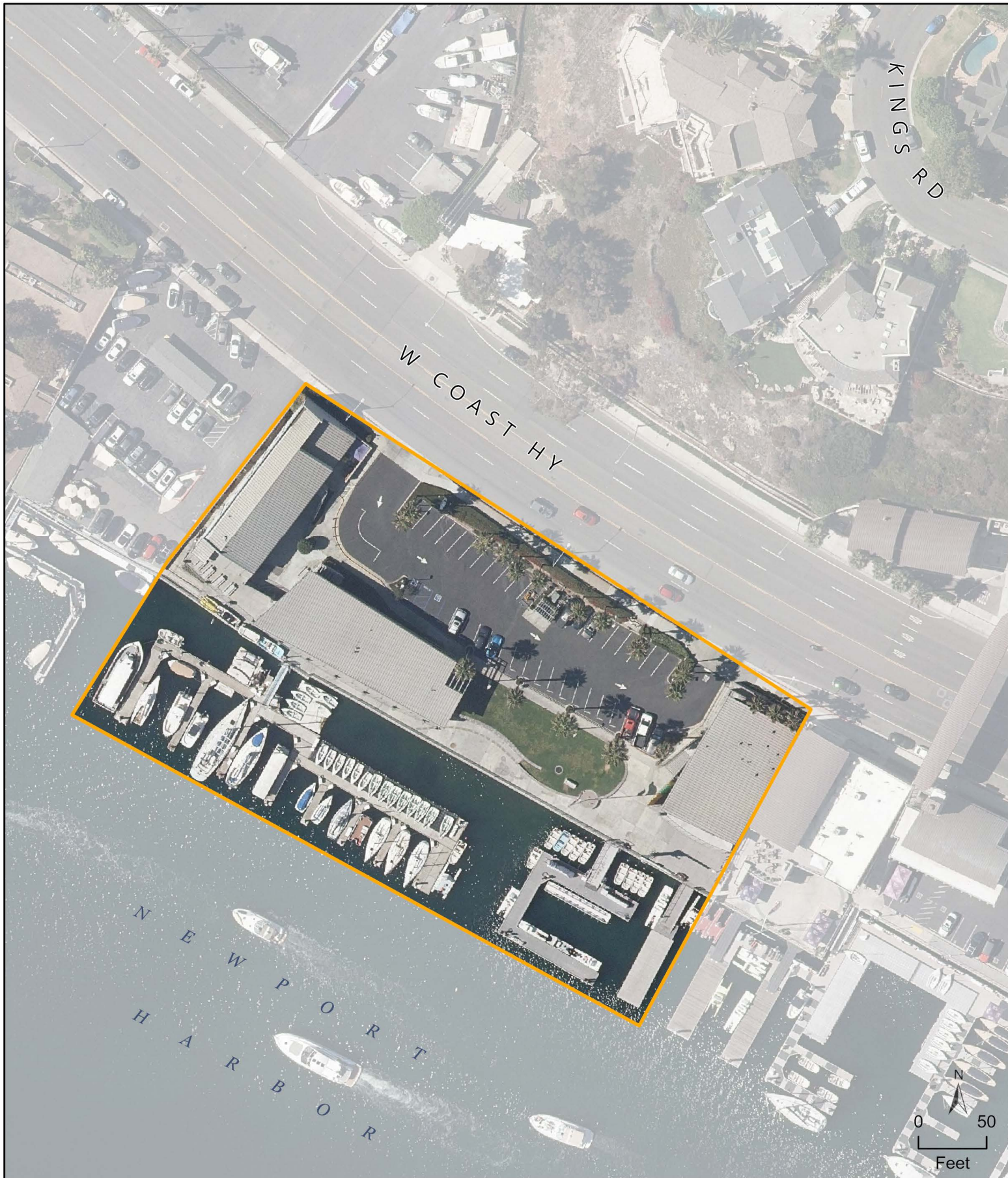
RECOMMENDED ACTION(S):

Recommend that the Board of Supervisors approve the First Amendment to the Lease with the Orange County Council Boy Scouts of America, Inc.


Pam Passow

ATTACHMENT(S):

- Attachment A – Location Map
- Attachment B – Summary of Lease
- Attachment C – First Amendment to Lease Agreement



DESIGNED AND PRODUCED BY: OCCR OC Parks GIS
DATA SOURCE: - OC Parks; OCPW; Eagle Aerial 2022
The County of Orange and OCCR/OC Parks/Survey/GIS/LIS make no representations or warranties regarding the registration or accuracy of the data from which this map was derived, neither the County nor OCCR/OC Parks/Survey/GIS/LIS shall be liable under any circumstances for any direct, indirect, special, incidental or consequential damages with respect to any claim by any user or any third party on account of or arising from the use of this map.
DATE: April 18, 2023



Leased Premises

BSA Sea Base Lease



SUMMARY OF FIRST AMENDMENT TO LEASE

ORIGINAL LEASE

FIRST AMENDMENT

LESSOR

County of Orange/OC Parks

No change

TENANT

Orange County Council
Boy Scouts of America, Inc.

No change

PREMISES

Approximately 2.5 acres of upland property and includes County tideland area.

No change

TERM

Commence: October 1, 2000
Expire: September 30, 2030

Commence: October 1, 2000
Expire: September 30, 2050

USE

Use shall be to develop and operate the facilities necessary to provide marine education and recreation programs.

No change

RENT

This is a rent-free lease.

No change

Replacement/Maintenance of Docks

N/A

BSA shall cause the following replacement, repair and maintenance of the docks and premises within four (4) years from Commencement Date of the First Amendment. All costs for the replacement, repair and maintenance of the docks and premises are the sole responsibility and expense of BSA. The Scope of Work shall consist of, but is not limited to the following and shall be included in Exhibit G.

- Condition Survey and Assessment Report
- Eelgrass, Biological and Bathymetric Survey
- Obtain quote from Swift Slips for dock repairs
- Repair of U-dock and gangway
- Obtain dredging drawings and permits for dredging
- Dredging of basin

- Obtain dock replacement / reconfiguration drawings and permits
 - Obtain quote from Bellingham Marine for dock replacement / reconfiguration
 - Replace low-profile rowing dock and gangway, install mooring anchors
 - Reconfigure concrete dock and install ADA gangway
 - Repair and recoating of steel piling
- BSA to provide a development plan within 120 days from the date the amendment is approved by the Board of Supervisors. The development plan shall be reviewed and approved by Director of OC Parks and Chief Real Estate Officer. Approved development plan shall automatically become Exhibit H.

FINANCIAL STATEMENTS

Within ninety (90) days after the end of each calendar year. Tenant to submit a Annual Operating Report shall include a balance sheet and income and expense statement.

No change

MAINTENANCE OBLIGATION

Tenant to maintain the Premises in good and substantial repair.

No change

INSURANCE

Tenant shall maintain insurance during the term of the Lease in the following amounts:

Tenant shall maintain insurance during the term of the Lease in the following amounts:

<u>Coverage</u>	<u>Limits</u>
Comprehensive General Liability:	\$1,000,000
Commercial Property Insurance	90% of Replacement Cost

<u>Coverage</u>	<u>Limits</u>
Comprehensive General Liability:	\$1,000,000 per occurrence \$2,000,000 aggregate
Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12-month limit.	100% of Replacement Cost Value and no coinsurance provision
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles.	\$1,000,000 Combined Single Limit

Worker Compensation	Statutory
Employer Liability	Statutory

Worker Compensation	Statutory
Employer Liability	\$1,000,000 Per Occurrence
Sexual Misconduct	\$1,000,000 Per Occurrence

- Other requirements:
- County to be named as additional insured
 - Primary and non-contributory
 - Waiver of Subrogation

COUNTY’S USE RESERVATIONS AND RIGHT OF ENTRY
N/A

County reserves the right from time to time, to access and use the Premises for County purposes and shall be at no cost to County.



HA55D-25M1
Lower Newport Bay
BSA Sea Base
1931 W. Coast Highway
Newport Beach, CA 92663

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (“**First Amendment**”) is made on _____, 2023 (“**Effective Date**”), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (“**County**”), and ORANGE COUNTY COUNCIL BOY SCOUTS OF AMERICA, INC., a nonprofit public benefit corporation (“**Tenant**”). County and Tenant may sometimes be referred to herein individually as a “**Party**,” or collectively as the “**Parties**.”

RECITALS

- I. Pursuant to a lease agreement dated September 26, 2000 (“**Lease**”), County leases to Tenant County-owned property and tidelands located at 1931 West Coast Highway, Newport Beach, CA 92663 (“**Premises**”) for the purpose of providing a marine-oriented public education and recreation facility for youth and young adults for substantial public benefit in the form of enhanced knowledge, awareness, and understanding of the marine environment and aquatic recreation.
- II. The Lease commenced on October 1, 2000, and currently terminates on September 30, 2030.
- III. Now the Parties would like to amend the Lease to update lease clauses to County standards, extend the term by twenty (20) years, and allow Tenant to perform work including replacing its docks and improving its marina, as more fully set forth herein.

NOW THEREFORE, in consideration of the Recitals above, which are incorporated herein by this reference, the Parties do hereby agree to amend the Lease as of the Effective Date first written above as follows:

A. Clause 1, DEFINITIONS (PMA2.1S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“1. DEFINITIONS (PMA 2.1N)

The following words in this Lease shall have the significance attached to them in this Clause (DEFINITIONS), unless otherwise apparent from context:

“**Board of Supervisors**” means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

“**CEO/Office of Risk Management**” means the Risk Manager, County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

“**Chief Real Estate Officer**” means the Chief Real Estate Officer, County Executive Office, County of Orange, or upon written notice to Tenant, such other entity as shall be designated by the County Executive Officer.

“**CEO/Real Estate**” means the County Executive Office/Real Estate personnel or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Chief Real Estate Officer or by the Board of Supervisors.”

“**County Executive Officer**” means the County Executive Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Board of Supervisors.

“**Director of OC Parks**” or “**Director**” means the Director, Orange County Parks, OC Community Resources, County of Orange, or designee, or upon written notice to Tenant, such other person or entity acting in a similar capacity as shall be designated by the Board of Supervisors.

“**Treasurer-Tax Collector**” means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as shall be designated by the Board of Supervisors.

B. Clause 6, TERM (PMB2.1 S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“6. TERM (PMB2.1 S)

The Lease commenced on October 1, 2000 (“**Commencement Date**”) and shall continue in effect for a period of fifty (50) years, until September 30, 2050 (“**Term**”). No extension may be granted beyond the Term of fifty (50) years in accordance with the Tidelands Grant by the State of California to the County of Orange (Chapter 321, Statutes 1919, State of California), as amended.

In the event, the Work as defined and explained in Clause 8 (DOCK CONSTRUCTION BY TENANT) is not completed within four (4) years from the Effective Date of this First Amendment, first written above, and the Parties have not entered into a further agreement and or amendment thereby extending the Work completion date, the Term of this Lease shall be reduced from fifty (50) years to thirty (30) years, with a termination date of September 30, 2030. In the event of a reduction of the Lease Term due to Tenant’s failure to complete the Work, CEO/Real Estate will prepare and record an estoppel certificate reciting the failure of Tenant to complete the Work and note the reduction in the Term of the Lease as provided herein. Said estoppel certificate shall be conclusive evidence of the reduction of the Lease Term to thirty (30) years.”

C. Clause 8, INITIAL CONSTRUCTION BY TENANT (PMD1 S) is hereby deleted from the Lease in its entirety and the follow clause is substituted:

“8. DOCK CONSTRUCTION BY TENANT (N)

A. Minimum Construction and Timing. Tenant shall, within four (4) years from the Effective Date of this First Amendment, cause to be designed, constructed, and installed certain improvements (the “**Work**”) in accordance with this Clause and with Exhibit E, which is attached hereto and by reference made a part hereof. The Work shall be at Tenant’s sole cost and expense. There shall be no cost to County for completion of said Work. The Work shall include appropriate improvements to provide a fully functional and operative replacement dock (the “**Dock**”) which will adequately accommodate the services and uses required in Clause 5 (REQUIRED AND OPTIONAL SERVICES AND USES), and any approved optional services and uses planned for the Premises by Tenant.

B. Construction Standards. Development of the Dock shall be conducted in a good and workmanlike manner and shall meet all requirements contained in this Lease.

Design and construction of the Dock shall include the latest state-of-the-art methods and devices to contain and control urban run-off such that no pollution enters the waters of Newport Bay.

C. Additional Submittals and Approvals. Tenant shall submit to the Director and Chief Real Estate Officer the following for approval:

1. Consistent with the Scope of Work, attached hereto as Exhibit G, within one hundred twenty (120) days from the Effective Date, Tenant shall submit to County a development plan (“**Development Plan**”), which plan shall be reviewed and approved by the Director and Chief Real Estate Officer prior to the commencement of the Work. County shall respond to Tenant with its approval (which shall not be unreasonably withheld conditioned or delayed) or requested revisions within ninety (90) days of submittal of the Development Plan. Tenant shall integrate any reasonably requested revisions and resubmit the Development Plans for final approval. If the Scope of Work is modified, amended, or adjusted in any way when the Development Plan is submitted, Tenant shall provide the amended Scope of Work and notify the County of the changes made thereto. Upon approval, the Development Plan shall be incorporated into this First Amendment and made a part hereof as Exhibit H without any further amendment or modification of the First Amendment.
2. An Urban Runoff Management Plan prior to the development of Intermediate Plans.
3. Intermediate Plans (detailed site plan, cost estimate and construction schedule), which shall be consistent with the approved Development Plan.

4. Construction Contract Documents (architectural and engineering working drawings, complete specifications, contracts and schedule), which shall be consistent with the approved Development Plan.
5. Evidence of ability to finance the Work; and
6. Assurance of construction completion.”

D. Clause 9, CONSTRUCTION AND/OR ALTERATION BY TENANT (PMD2.1S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“9. CONSTRUCTION AND/OR ALTERATIONS BY TENANT (2.6 N)

- A. County’s Consent. No structures, improvements, or facilities shall be constructed, erected, altered, or made within the Premises without prior written consent of County. Any conditions relating to the manner, method, design, and construction of said structures, improvements, or facilities fixed by the County as a condition to granting such consent, shall be conditions hereof as though originally stated herein. Tenant may, at any time and at its sole expense, install and replace business fixtures and equipment constructed by Tenant, within the Premises.
- B. Strict Compliance with Plans and Specifications. All improvements constructed by Tenant within the Premises shall be constructed in strict compliance with detailed plans and specifications approved by County and to the extent applicable, in compliance with the requirements of California Public Contract Code Section 22000 *et seq.*, and Labor Code Sections 3179-3267, which require those improvements to be constructed as if such improvements had been constructed under the direction and supervision, or under the authority, of County.
- C. Permits. All County approved improvements to the Premises shall be constructed in accordance with valid permits and all applicable laws and in a good and workmanlike manner, including, but limited to, (a) Tenant shall be required to secure the faithful performance of construction and completion of construction of the improvement by appropriate contractor’s bonds as required by the California Public Contracts Code and shall require its contractor or contractors to pay the prevailing rate of per diem wages for work of a similar character in the locality of the County and not less than the general prevailing rate of per diem wages for holiday and overtime work, as provided in Clause 25 (LABOR CODE COMPLIANCE) of this Lease; and (b) Tenant shall publicly advertise for bids for such improvements, as provided in Orange County Codified Ordinances 1-8-1 *et seq.*, and shall provide County a list of all bids received for the contract; and (c) thereafter, with the prior written approval of County as to the winning bid, Tenant shall award the contract or contracts for such improvements.
- D. Environmental Requirements. All preparation and processing for environmental clearance shall be at Tenant’s sole cost and expense. In the event that the environmental

review process results in any required mitigation measures, performance of such mitigation measures, including all associated costs and expenses shall be the sole responsibility of Tenant.

- E. Obligations of Parties for Approvals. County has no obligation to notify Tenant regarding requirements for permits, licenses, approvals or other consents from governmental agencies, including the County of Orange in its regulatory capacity, California Coastal Commission, State Land Commission, U.S. Army Corp of Engineers, or City of Newport Beach, nor shall County have any obligation to obtain permits, licenses, approvals or other consents from governmental agencies on behalf of Tenant. County agrees to give its consent as property owner to any application made with regard to any such permits, licenses, approvals or other consents which may be required by any governmental agency or by the County of Orange in its regulatory capacity related to activities or design and construction of improvements approved by County in accordance with this Lease. Any such consent given by County as the property owner is not to be interpreted to obligate County to pay any fees related to the application or issuance of any such permit, license, approvals or other consents, nor shall such consent be deemed a waiver of any fee which may be charged by County's Property Permit department. Any conditions placed on Tenant's design and construction or operation of the Premises as a result of the issuance of permits, licenses, approvals or other consents shall be the sole obligation of Tenant with regard to performance responsibilities, cost and expense.

Any approvals or consents given by County under this Lease, as a party to this Lease, shall not be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules and/or regulations or approval from the standpoint of structural safety, suitability for purpose or conformance with building or other codes or other governmental requirements nor shall County, as a party to this Lease be responsible for permitting of any construction and/or maintenance, design, assumptions or accuracy of Tenant's construction and/or maintenance plans.

All planning and architectural/design costs required to accomplish the construction shall be Tenant's responsibility and shall be approved by the Director. Such approvals will not be unreasonably withheld or delayed and shall not relieve Tenant of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction."

E. Clause 18, INSURANCE (PME5.1. 1 S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

"18. INSURANCE (3.0 SR)

Tenant agrees to carry all required insurance at Tenant's expense and provide to the County current certificates of insurance, including all endorsements required herein, necessary to

satisfy the County that the insurance provisions of this Lease have been complied with. Tenant shall keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Lease

Tenant agrees that Tenant shall not operate on the Lease Area at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of CEO/Real Estate. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. CEO/Real Estate will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Tenant also agrees that upon cancellation, termination, or expiration of Tenant's insurance, County may take whatever steps are necessary to interrupt any operation from or on the Lease Area until such time as the County reinstates the Lease.

If Tenant fails to provide CEO/Real Estate with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, County and Tenant agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to Tenant, said material breach shall permit County to take whatever steps necessary to interrupt any operation from or on the Lease Area, and to prevent any persons, including, but not limited to, members of the general public, and Tenant's employees and agents, from entering the Lease Area until such time as CEO/Real Estate is provided with adequate evidence of insurance required herein. Tenant further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from the County's action.

Tenant may occupy the Premises only upon providing to County the required insurance stated herein and maintain such insurance for the entire term of this Lease. County reserves the right to terminate this Lease at any time Tenant's insurance is canceled or terminated and not reinstated within ten (10) days of said cancellation or termination. Tenant shall pay County a fee of seven hundred fifty dollars and 00/100 (\$750.00) for processing the reinstatement of the Lease. LESSEE shall provide to County immediate notice of said insurance cancellation or termination.

All contractors performing work on behalf of Tenant pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for Tenant. Tenant shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by the County from the Tenant under this Lease. It is the obligation of the Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Lease Area. Such proof of insurance must be maintained by Tenant through the entirety of this Lease and be available for inspection by a County representative at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Lessee. If Lessee is self-insured, Lessee's will indemnify and defend

County for any and all claims resulting or arising from Lessee’s use of the premises, services, or other performance in accordance with the indemnity provision stated in this Lease.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Tenant shall provide the minimum limits and coverage as set forth below:

<u>Coverages</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned and hired vehicles	\$1,000,000 combined single limit
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Sexual Misconduct	\$1,000,000 per occurrence
Commercial Property Insurance on an “All Risk” or “Special Causes of Loss” basis covering all, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12-month limit.	100% of Replacement Cost Value and no coinsurance provision

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the *County of Orange, its elected and appointed officials, officers, employees, agents* as Additional Insureds. Blanket coverage may also be provided which will state- *As Required By Written Agreement*.
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that the Tenant's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, employees, and agents*. Blanket coverage may also be provided which will state- *As Required By Written Agreement*.

All insurance policies required by this lease shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees when acting within the scope of their appointment or employment.

The Commercial Property policy shall contain a Loss Payee endorsement naming the County of Orange as respects the County's financial interest when applicable.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the County address provided in Clause 62 (NOTICES) below or to an address provided by CEO/Real Estate. Tenant has ten (10) business days to provide adequate evidence of insurance or this Lease may be cancelled.

County expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Lease. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Tenant in writing of changes in the insurance requirements. If Tenant does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Lease may be in breach without further notice to Tenant, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

Tenant agrees to purchase all required insurance at Tenant's expense and to deposit with The County certificates of insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with the County during the entire term of this Lease. Tenant shall deposit the Certificate of Insurance with CEO Real Estate, consistent with the Notice clause, through electronic correspondence on or before the Effective Date of this Lease and annually throughout the Term, as necessary to: insurance.ceore@ocgov.com."

F. Clause 21, NOTICES (PMF10.1S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“21. NOTICES (PMF10.1S)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed received upon personal delivery, delivery by facsimile machine, electronic mail, or seventy-two (72) hours after deposit in the United States Mail.

To: Tenant

Orange County Council
Boy Scouts of America
2 Irvine Park Road
Orange, CA 92869

To: County

County of Orange
OC Parks
13042 Old Myford Road
Irvine, CA 92602
Attn: Real Estate

With a copy to:

County Executive Office
333 W. Santa Ana Boulevard, 3rd Floor
Santa Ana, CA 92701
Attention: Thomas A. Miller, Chief Real Estate Officer

Certificate of Insurance/Other Insurance:
Certificate of Insurance or other insurance related correspondence shall be mailed or emailed as below:

Project: HA55D-25M1
Location: BSA Sea Base Newport Beach

Email: insurance.ceore@ocgov.com”

G. Clause 22, ATTACHMENT TO LEASE (PMF11 S) is hereby deleted from the Lease in its entirety and the following clause is substituted:

“22. ATTACHMENT TO LEASE (PMF11 S)

This Lease includes the following, which are or shall be attached hereto and made a part hereof:

- I. GENERAL CONDITIONS
- II. Exhibit A – Legal Description
- III. Exhibit B – Parcel Map
- IV. Exhibit C – Management Plan
- V. Exhibit D – Preliminary Plans
- VI. Exhibit E – Work for Dock Construction
- VII. Exhibit F – Best Management Practice (“BMP” Fact Sheets)”
- VII. Exhibit G – Scope of Work for Development Plan
- VIII. Exhibit H – Approved Development Plan (incorporated upon approval by County)

H. Clause 23, COUNTY’S USE RESERVATIONS AND RIGHT OF ENTRY (1.3 SR) is hereby added to the Lease in its entirety”

“23. COUNTY’S USE RESERVATIONS AND RIGHT OF ENTRY (1.3 N)

County reserves the right from time to time, without unreasonable interference, to access and use the Premises for County purposes, with Tenant’s permission, as well as to confirm that Tenant is using the Premises consistent with those uses articulated in Clause 5 (REQUIRED AND OPTIONAL SERVICES AND USES). Tenant shall cooperate with County during County’s access and use of the Premises. County shall make best efforts to notify Tenant prior to accessing and using the Premises. In addition, to the extent that the Tenant is not using meeting rooms at the facility for Tenant’s activities, the County may request and be able to use such meeting rooms for County sponsored meetings consistent with any other applicable policies and procedures for the Tenant’s facility. County’s access and use of Premises shall be at no cost to County.”

I. Clause 24, BEST MANAGEMENT PRACTICE (S) is hereby added to the Lease in its entirety:

“24. BEST MANAGEMENT PRACTICES (S)

- A. Tenant shall conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems (“Stormwater Drainage System”), and to ensure that pollutants do not directly impact Receiving Waters (as used herein, “Receiving Waters” include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays, and oceans).
- B. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (“NPDES”) permits (“Stormwater

Permits”) to the County, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as “County Parties”) which regulate the discharge of urban runoff from areas within the County, including the Premises leased under this Lease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

- C. To assure compliance with the Stormwater Permits and water quality ordinances, the County have developed a Drainage Area Management Plan (“DAMP”) which includes a Local Implementation Plan (“LIP”) for each jurisdiction that contains Best Management Practices (“BMP(s)”) and which may change from time to time, that tenants using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost-effective manner. These BMPs are found within County’s LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as “BMP Fact Sheets”) and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.
- D. BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets on OCPW/OC Environmental Resources website found at:

<https://ocerws.ocpublicworks.com/service-areas/oc-environmental-resources/oc-watersheds/documents/best-management-practices-bmp>

These BMP Fact Sheets may be modified during the term of the Lease. Tenant, its subtenants, agents, contractors, representatives, and employees and all persons authorized by Tenant to conduct activities on the Premises shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. Tenant agrees to maintain current copies of the BMP Fact Sheets on the Premises throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

- E. Tenant may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to County for review and approval prior to implementation.
- F. County may enter the Premises and/or review Tenant’s records at any time to assure that activities conducted on the Premises comply with the requirements of this clause. Tenant may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this clause.
- G. Among other requirements, the industrial NPDES permit requires periodic stormwater inspections by the State and/or County OC Watersheds staff to ensure facility

compliance, which may include annual inspections of the Premises, with follow up inspections as a result of observed violations requiring corrective actions.

- H. Dependent upon the reuse of the Premises, the Premises shall have a clarifier drain that captures low flow runoff from throughout the site, which ensures all flows are properly drained without any unacceptable runoff. Tenant shall conduct their work throughout the site and any resultant low flow discharges shall work their way to the clarifier. In regard to Tenant Improvements, Tenant shall designate operational zones minimally affected by storm flows that allow drainage to the clarifier, and the non-operational portions of the site are to have normal storm discharges going through the storm drain system. As the site undergoes a new NPDES Industrial Permit application process, these conditions may get re-examined.
- I. The BMP's shall stipulate the process for the Tenant to take corrective actions and state the consequences of non-compliance or County options under the Lease to self-remedy the matter. The Santa Ana and San Diego Regional Water Quality Control Boards have established penalties/consequences for non-compliance and those are to be included in this Lease. County to have the option to terminate the Lease if the Tenant does not correct a non-compliance situation in a timely manner and that the security deposit reflects this circumstance.
- J. Environmental Indemnification language may be added or amended from time to time.
- K. Work activities are to be conducted in a controlled area where pollutants shall be contained, and any heavy metals detected at significantly higher levels than the benchmarks set by the Regional Board shall be addressed. All applicable BMPs are to be properly implemented, including any and all future modifications, updates, or replacement BMPs that may be issued from time to time, shall be used by Tenant.
- L. Site modifications, such as distinctly designated work areas with controls to prevent pollutants from escaping and wastewater drain, will be required to be segregated from stormwater drain.
- M. In the event Tenant fails to comply with all applicable BMPs, County, in addition to any and all remedies available in Clause 16 of the General Conditions, shall have the right to self-help remedies or terminate the Lease as follows:
 - 1. Terminate the Lease due to non-compliance with the BMPs incorporated in the Lease and as BMPs may change from time to time, or.
 - 2. Remedy a non-compliance situation with a chargeback to the Tenant for the cost. The details regarding notification, timeline, and procedure are to be drafted and mutually agreed upon by both Parties to ensure all water quality issues are addressed within the Lease. In the event the Tenant's BMP implementation is lacking or if the Tenant allows a prohibitive discharge to occur, then the Regional Board will only take enforcement action against County. Therefore, this Lease must establish a BMP compliance partnership with the Tenant and the Lease must

ensure the protection of water quality is inherent in the Tenant's day-to-day operations.”

J. Clause 25, LABOR CODE COMPLIANCE (4.0 SR) is hereby added to the Lease in its entirety:

“25. LABOR CODE COMPLIANCE (4.0 SR)

Tenant acknowledges and agrees that any and all improvements or modifications required to be performed by Lessor at the request of County shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.), as applicable. These provisions may be applicable to improvements or modifications costing more than \$1,000, unless an exception applies, including but not limited to the exception to the definition of public works under § 1720.2.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications from the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the State of California, Department of Industrial Relations or Chief Real Estate Officer.

Tenant hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed for Tenant within the Premises, and Tenant herein agrees that Tenant shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

Prior to commencement of any improvements or modifications, Tenant shall provide Director of OC Parks with the applicable certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. Tenant shall provide Director of OC Parks, bi-weekly updated, certified payroll records for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If Tenant fails to comply with this clause, such occurrence may constitute an event of default of this Lease and County may, notwithstanding any other termination provisions contained herein, County may terminate this Lease upon written notice to Tenant.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for Tenant to perform improvements or modifications on space currently leased by County or for which County has entered into a lease or lease amendment.”

K. Clause 46, INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.5 SR) is hereby added to the Lease in its entirety.

“46. INSPECTION OF PREMISES BY A CERTIFIED ACCESS SPECIALIST (5.5 SR)

A Certified Access Specialist (“CASp”) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Premises.

Pursuant to California Civil Code 1938, County hereby represents that the Premises has not undergone an inspection by a certified access specialist and no representations are made with respect to compliance with accessibility standards. If it is determined during this tenancy that a violation of handicapped access laws (including the Americans with Disabilities Act) exists at the Premises, Tenant shall correct such non-compliance at Tenant’s cost.”

L. Wherever a conflict in the terms or conditions of this First Amendment and the Lease exists, the terms or conditions in this First Amendment shall prevail. In all other respects, the terms and conditions of the Lease not specifically changed by this First Amendment, shall remain in full force and effect.

M. This First Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The counterparts of this Lease may be executed and delivered by facsimile, email, or other electronic signature by either Party and the receiving Party may rely on the receipt of such document so executed and delivered electronically or by email or as if the original had been received.

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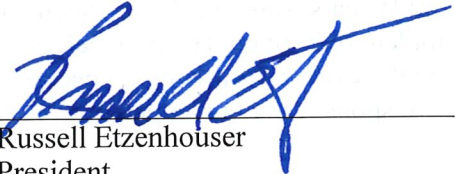
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IN WITNESS WHEREOF, the Parties have executed this First Amendment to Lease the day and year first above written.

APPROVED AS TO FORM
Office of the County Counsel
County of Orange, California

TENANT
ORANGE COUNTY COUNCIL
BOY SCOUTS OF AMERICA, INC.

By: _____
Deputy

By:  _____
Russell Etzenhouser
President

RECOMMENDED FOR APPROVAL:
OC Parks

Date: 5-23-2023

By: _____
Pam Passow
Director

By: _____
Denovan Lino
Secretary

County Executive Office

Date: _____

By: _____
Real Estate Manager

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF THE BOARD PER GC
§ 25103, RESO. 79-1535

COUNTY
COUNTY OF ORANGE

Attest:

By: _____
Donald P. Wagner
Chairman

ROBIN STIELER
Clerk of the Board of Supervisors
of Orange County, California

Date: _____

EXHIBIT E
Work for Dock Construction

Tenant shall cause and complete the following Work related to the replacement of the Dock within four (4) years from the Commencement Date of this First Amendment. The Work shall be deemed complete only upon Tenant's delivery of a Certificate of Use & Occupancy or equivalent issued from the County following all necessary inspections and approvals. All costs for the Work are the sole responsibility and expense of Tenant.

- Condition Survey and Assessment Report
- Eelgrass, Biological, and Bathymetric Survey
- Obtain quote from Swift Slips for dock repairs
- Repair of U-dock and gangway
- Obtain dredging drawings and permits for dredging
- Dredging of basin
- Obtain dock replacement / reconfiguration drawings and permits
- Obtain quote from Bellingham Marine for dock replacement / reconfiguration
- Replace low-profile rowing dock and gangway, install mooring anchors
- Reconfigure concrete dock and install ADA gangway
- Repair and recoating of steel piling

In addition to any Americans with Disabilities Act compliance required of Tenant pursuant to its permits, Tenant shall provide reasonable accessibility accommodations to persons with disabilities to facilitate access and use of the docks and vessels tied thereto, including but not limited to, if feasible, an accessibility lift to facilitate access and use of the public docks and vessels tied thereto for disabled and handicapped boat users, including those in wheelchairs.

EXHIBIT F
Best Management Plan (“BMP” Fact Sheets)

Tenant shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this Lease’s operations. Tenant is to be aware that the BMP clause within this LEASE, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this LEASE.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at OC Watersheds BMP Industrial/Commercial Business Activities webpage: <http://ocwatersheds.com/documents/bmp> (website may change from time to time):

- IC3 Building Maintenance
- IC4 Carpet Cleaning
- IC5 Concrete & Asphalt Production, Application, & Cutting
- IC6 Contaminated or Erodible Surface Areas
- IC7 Landscape Maintenance
- IC9 Outdoor Drainage from Indoor Areas
- IC10 Outdoor Loading/Unloading of Materials
- IC11 Outdoor Process Equipment Operations & Maintenance
- IC12 Outdoor Storage of Raw Materials, Products, & Containers
- IC13 Over Water Activities
- IC14 Painting, Finishing, & Coatings of Vehicles, Boats, Buildings, & Equipment
- IC15 Parking & Storage Area Maintenance
- IC17 Spill Prevention & Cleanup
- IC21 Waste Handling & Disposal
- IC22 Eating & Drinking Establishments
- IC23 Fire Sprinkler Testing/Maintenance
- IC24 Wastewater Disposal Guidelines

EXHIBIT G

Scope of Work

Figure 1 below shows the current configuration of the docks.

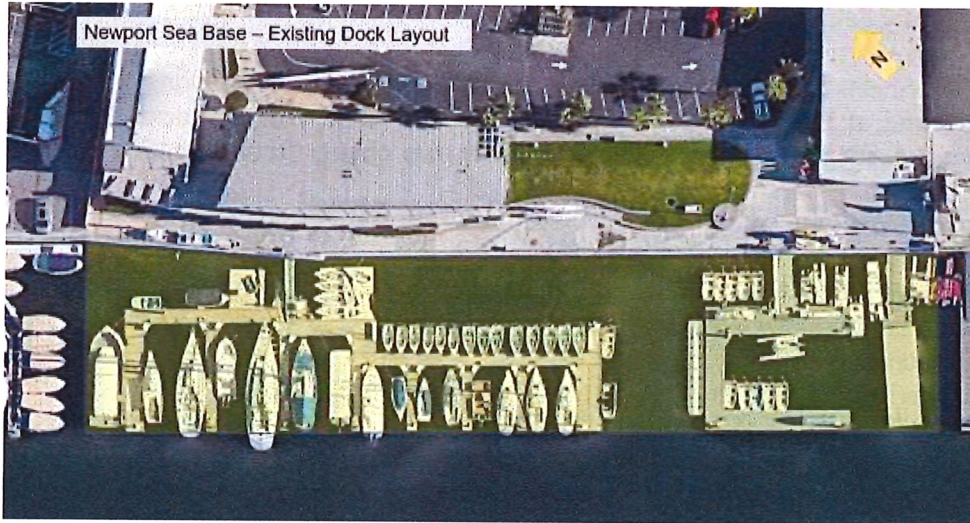


Figure 1 Newport Sea Base Waterfront (Source: GoogleEarth)

BACKGROUND. Dredging of the basin last occurred in 2003 and is in need once again with larger vessels and portions of the existing docks ground out during low tides. There is eelgrass present within the basin, and the City of Newport Beach has an Eelgrass Protection and Mitigation Plan in place to address any impacts due to dredging or in-water construction. As a condition of the last lease executed in 2000, a new more modern facility was built including landside buildings, a seawall with tiebacks, and a variety of docks. The existing waterfront elements consist of:

- Approx. 4,750 square feet of floating concrete and modular docks on west half of basin that are approx. 20 years old and in good condition that, with regular maintenance, should last another 20 years.
- Approx. 1,750 square feet of wooden U-dock on east half of basin that are in need of repairs within the next couple of years, including replacement of steel connections and brackets holding the dock together.
- Approx. 800 square foot of modular low-profile rowing dock on the eastern edge of basin that is connected to the remnants of an old wooden dock. Replacement with a new dock is recommended, along with installation of a pair of anchors to hold the end of the dock in place.
- Three wooden dock access gangways that are in need of maintenance or replacement depending on condition assessment.

All existing piles holding docks in place are steel pipe piles with observable corrosion within the splash zone. Some maintenance should be performed on the piles to maintain structural integrity, including repair and recoating of steel.

SCOPE OF SERVICES. Robert Sherwood, PE, a waterfront / civil engineer, has worked on other similar waterfront projects in Newport Beach including the Newport Dunes Dredging Project and

the recently completed Marina Park Project on the Balboa Peninsula and is anticipated to assist Tenant with the Newport Sea Base improvements. The reports, drawings and calculations related to the various stages of the project, including as-built drawings required by the County, will need to be stamped and signed by certified professionals in their areas of expertise. Many aspects of the planned waterfront improvement project will require the hiring of specialized consultants such as surveyors, biologists, geotechnical / electrical / structural engineers and permitting specialists.

The repair of structurally damaged docks, along with the dredging of the basin to allow the docks to float freely and not ground out on the harbor bottom incurring more damage should be considered the first key elements of the project. The reconfiguration of the existing concrete dock to allow for ADA access improvements should be one of the final elements of the project given the relatively good condition of the dock.

Structural Repair of Existing Docks

The existing docks can be repaired in place to original dimensions and specifications without any special permits, and such maintenance is called out as allowable work in the current lease agreement with the County. From cursory inspection of the wooden U-dock and discussion with Tenant’s staff, the dock is in need of immediate repair since the deck is warped due to grounding and the steel brackets holding the structural elements of the dock together are corroded.

Basin Dredging

Dredging of the basin will require a bathymetric survey to determine the limits and volume of sediment to be removed. Additionally, sediment sampling for various chemical constituents to determine if it is suitable for offshore / nearshore disposal will need to be performed in accordance with agency requirements, as well as a grain size analysis. An eelgrass (*Zostera marina*), invasive algae (*Caulerpa taxifolia*) and biological survey may need to be performed for the basin if not already conducted by the City. Permitting of the dredging project would be via the new Regional General Permit program (RGP 54) to allow for small maintenance dredging projects within designated areas of Newport Harbor. The City of Newport Beach has a process for approving dredging projects, see Figure 2, and the website regarding the processing of dredging permits can be found at: <https://www.newportbeachca.gov/government/departments/public-works/developmentservices/permits/dredging-permits>

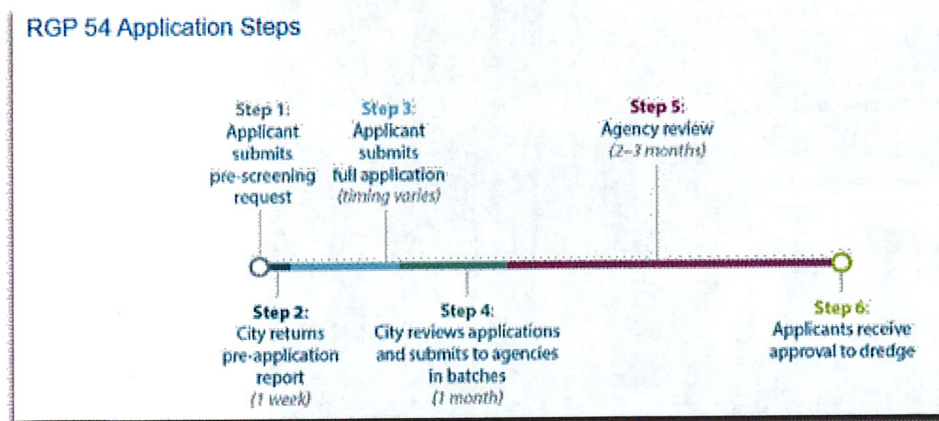


Figure 2 Newport Beach Dredging Program Outline (Source: City Website)

Documentation and monitoring of dredging operations will need to be performed by Tenant’s consultants and/or their dredging contractor, and a post-dredging survey of the basin will also be needed for the City and permitting agencies.

Dock Reconfiguration for ADA Access

Providing ADA access to a portion of the docks is required. Several options are available to provide ADA access with an 80-foot long gangway combined with a 6-foot wide by 30-foot long gangway. Options A thru C shown below in Figures 3 thru 5 allow for larger boat slips and more dock area for on-water classes, but would require at least one of the piles be relocated. Option D shown in Figure 6 minimizes impacts to the existing dock footprint, but creates a relatively unusable void space between the two proposed gangways. Additional hybrid options will likely be developed.



Figure 3 ADA Improvements – Dock Layout Option A

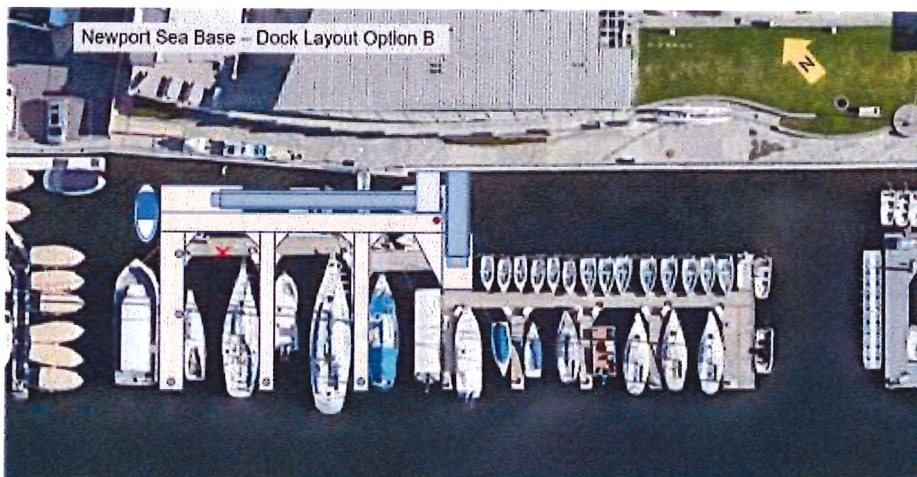


Figure 4 ADA Improvements – Dock Layout Option B

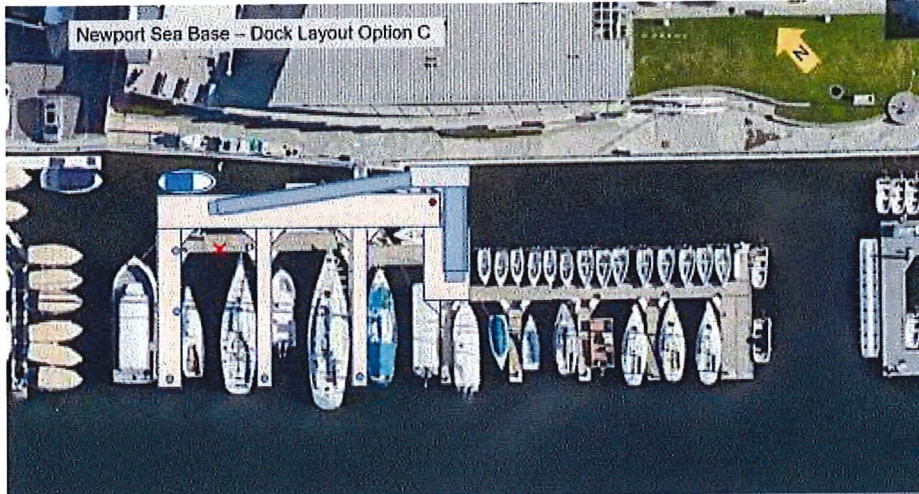


Figure 5 ADA Improvements – Dock Layout Option C

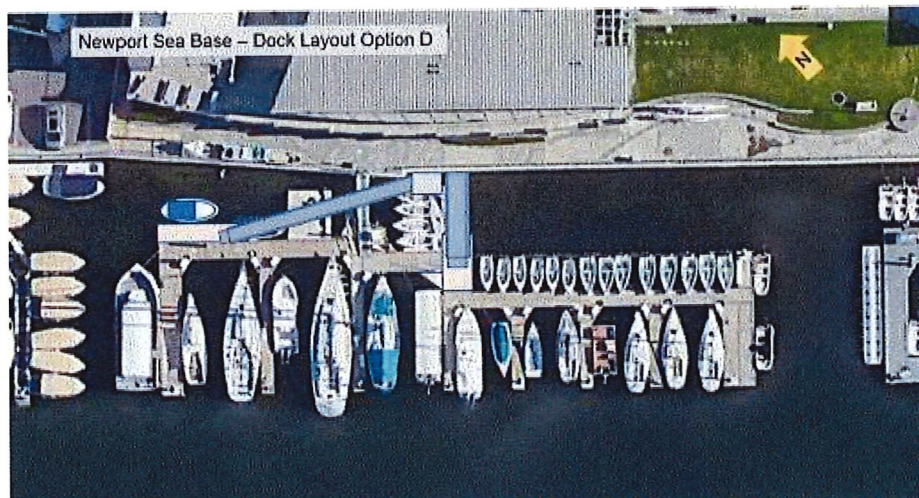


Figure 6 ADA Improvements – Dock Layout Option D

Bellingham Marine Industries (“**BMI**”) manufactured and installed the concrete docks on the west side of the basin. The docks are constructed of modular float sections connected together with threaded rods and treated wood waler beams which can be disassembled and reconfigured. Tenant’s experience with working with BMI and early engagement with them in the project planning process will be valuable in determining the feasibility and cost of the dock improvements. In addition to preliminary site layout drawings and performance specifications submitted by Tenant, there is a possibility the City and County may accept shop drawings and calculations stamped and signed by BMI for the project, which should help cut down costs.

Anticipated Efforts and Improvements (Assumed Timeline / Range of Budgeting Costs)

Below is a summary of the key efforts / elements of the project, with anticipated timing and rough preliminary anticipated engineering / permitting / construction costs for budget purposes:

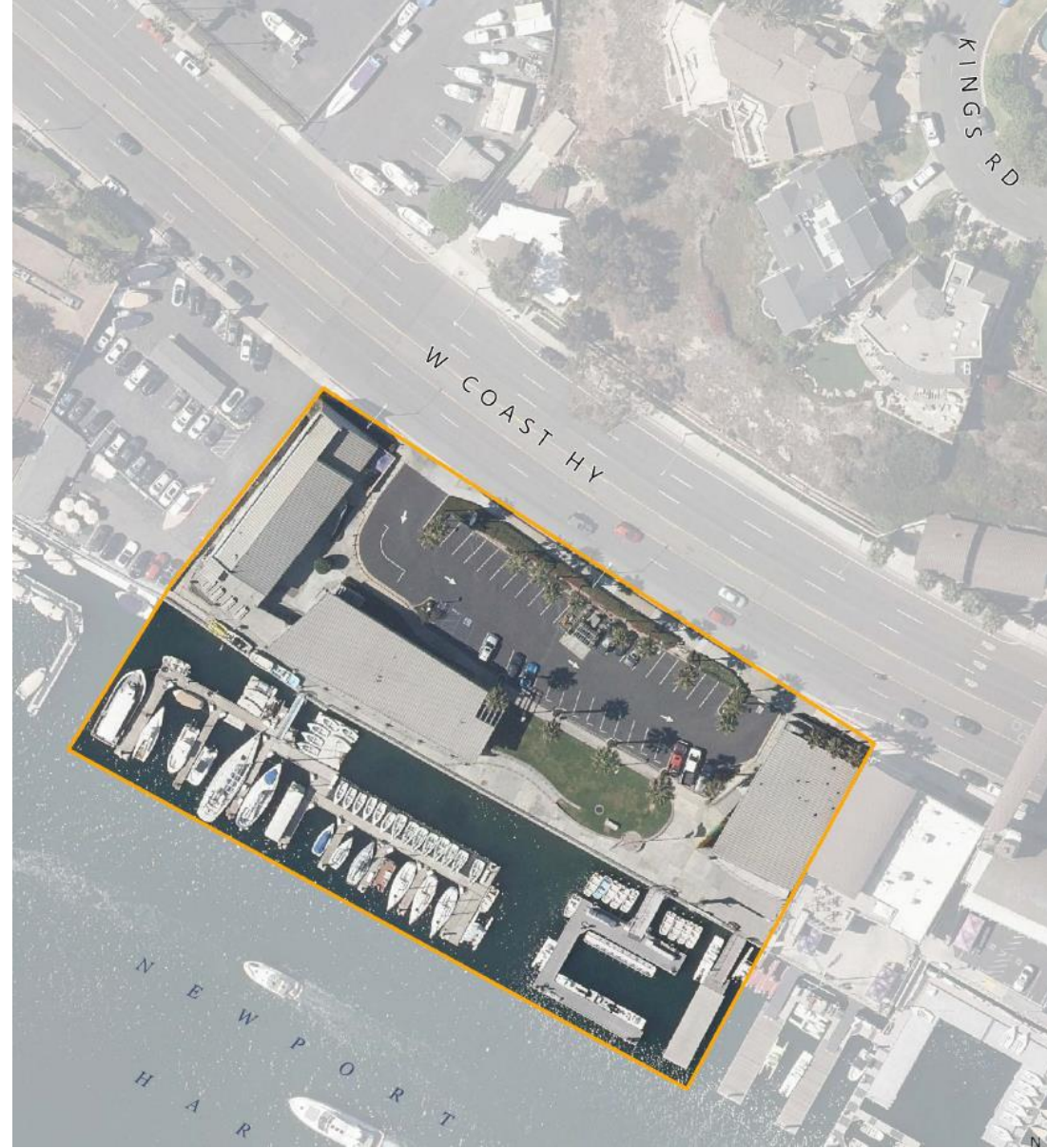
- Dock Condition Survey and Assessment Report (provided by Robert Sherwood)
- Sea Base to obtain comprehensive quote from Swift Slips for U-dock repairs
- Repair of U-dock and gangway (Fall 2023 / \$20k-\$40k)
- Eelgrass, Biological and Bathymetric Survey (Fall 2023 / \$10k-\$15k)
- Obtain drawings and permits for dredging (Fall 2023 to Summer 2024 / \$40k-\$60k)
- Dredging of Newport Sea Base Basin (Summer 2024 / \$100k-\$250k)
- Obtain dock replacement / reconfiguration drawings and permits (Fall 2024 to Summer 2025 / \$40k-\$50k)
- Obtain quote from Bellingham Marine for dock replacement / reconfiguration (Summer 2025)
- Replace low-profile rowing dock and gangway, install mooring anchors (Summer 2025 / \$80k-\$100k)
- Reconfigure concrete dock and install ADA gangway (Fall 2025 to Winter 2025 / \$250k-\$500k)
- Repair and recoating of steel piling (Winter 2025 / \$10k-\$20k)



**Boy Scouts of America Newport Sea Base Lease Amendment
Orange County Parks Commission — June 1, 2023**



Aerial including marina



**Boy Scouts of America Newport Sea Base Lease Amendment
Orange County Parks Commission — June 1, 2023**



Aerial including marina



Boy Scouts of America Newport Sea Base Lease Amendment
Orange County Parks Commission — June 1, 2023





1st Floor – Boat House
2nd Floor – Training Room/Resident Area

Boy Scouts of America Newport Sea Base Lease Amendment
Orange County Parks Commission – June 1, 2023



Marina Area



Boy Scouts of America Newport Sea Base Lease Amendment
Orange County Parks Commission — June 1, 2023



2023-24 PROPOSED BUDGET



BASELINE BUDGET ASSUMPTIONS

- Maintaining Service Levels
- Historical Trends
- Current Year Projections
- CEO Budget Rates
- Vacancy Rate of 10.39%
- Property Taxes Growth Rate – 3.5%



FUND 405

OC Parks Operations

	FY 21-22 Actuals	FY 22-23 Modified Budget	FY 22-23 Projections (2 nd AFN)	FY 23-24 Baseline Budget	FY 23-24 Augments	FY 23-24 Proposed Budget
FTE's	340	354	354	354	-	354
Salaries & Employee Benefits	37,304,410	41,297,967	40,315,081	41,114,333	-	41,114,333
Services & Supplies	81,080,911	82,788,386	81,658,176	87,793,523	-	87,793,523
Other Charges	163,024	22,517,934	22,481,871	862,040	-	862,040
Fixed Assets	877,408	657,500	330,901	544,550	-	544,550
Other Financing Uses (Transfers-out)	24,955,916	19,587,327	15,814,046	21,877,384	-	21,877,384
Total Expenditures	144,381,669	166,849,114	160,600,074	152,191,830	-	152,191,830
Increase to Reserves	89,500	89,500	89,500	89,500	-	89,500
Total Requirement	144,471,169	166,938,614	160,689,574	152,281,330	-	152,281,330
Revenues	131,436,382	128,285,661	134,947,078	137,965,470	-	137,965,470
Decrease to Reserves	-	11,000,000	11,000,000	-	-	-
Use of FBU	13,034,787	27,652,953	14,742,496	14,315,860	-	14,315,860

FUND 406

OC Parks Capital Projects

	FY 21-22 Actuals	FY 22-23 Modified Budget	FY 22-23 Projections (2 nd AFN)	FY 23-24 Proposed Budget
Services & Supplies/Other	3,099,582	5,377,204	5,377,204	2,145,250
Capital Projects	16,735,762	19,158,469	12,979,500	20,278,300
Total Expenditures	19,835,344	24,535,673	18,356,704	22,423,550
Increase to Reserves	1,883,725	140,000	140,000	-
Total Requirement	21,719,069	24,675,673	18,496,704	22,423,550
Revenues	392,437	3,568,756	2,029,817	613,206
Other Financing Sources (Transfers-in)	22,095,000	18,372,627	14,602,597	19,396,813
Decrease to Reserves	-	870,000	-	-
Use of FBU	(768,368)	1,864,290	1,864,290	2,413,531

FUND 106

Newport Tidelands

	FY 21-22 Actuals	FY 22-23 Modified Budget	FY 22-23 Projections (2 nd AFN)	FY 23-24 Proposed Budget
Services & Supplies	3,102,499	3,489,387	3,489,387	4,059,917
Services & Supplies (Harbor Patrol)	3,049,407	2,884,576	2,884,576	2,549,689
Other Charges	11,024	2,051,000	13,000	2,051,403
Total Expenditures	6,162,929	8,424,963	6,386,963	8,661,009
Increase to Reserves	65,700	374,200	374,200	1,844,100
Total Requirement	6,228,629	8,799,163	6,761,163	10,505,109
Revenues	6,157,577	5,089,390	5,403,096	5,343,169
Other Financing Sources (Subsidy from Fund 405)	2,207,113	682,700	682,700	1,300,000
Use of FBU	(2,136,061)	3,027,073	675,367	3,861,940

FUND 108

Dana Point Harbor

	FY 21-22 Actuals	FY 22-23 Modified Budget	FY 22-23 Projections (2 nd AFN)	FY 23-24 Proposed Budget
Services & Supplies/Other	3,394,565	4,596,285	4,596,285	4,703,249
Services & Supplies (Harbor Patrol)	4,269,169	6,940,281	6,940,281	7,103,982
Capital Projects	-	4,975,000	-	4,975,000
Total Expenditures	7,663,735	16,511,566	11,536,566	16,782,231
Increase to Reserves			24,773	
Total Requirement	7,663,735	16,511,566	11,561,339	16,782,231
Revenues	3,560,397	3,091,037	4,001,636	4,029,514
Decrease to Reserves	5,670	-	13,440	2,475,755
Use of FBU	4,097,668	13,420,529	7,546,263	10,276,962

OC PARKS OTHER FUNDS

	FY 21-22 Actuals	FY 22-23 Modified Budget	FY 22-23 Projections (2 nd AFN)	FY 23-24 Proposed Budget
FUND 459 – North Tustin CSA	581,232	3,633,392	933,392	4,035,359
FUND 477 – E Yorba Linda CSA	86,812	155,586	155,330	162,376
FUND 15K – Limestone Canyon Trust Fund	2,041	2,000	5,397	6,000

Fund 459 covers landscaping and maintenance needs related to North Tustin and Crawford Canyon Parks. FY 23-24 includes a one time Capital Project: Crawford Canyon Park re-budgeted from FY 22-23.

Fund 477 covers landscaping and maintenance needs related to Woodgate Park in East Yorba Linda.

Fund 15K is a trust fund available for Limestone Canyon.

CHANGES TO RESERVES



CHANGE 1



Increase of \$89,500 towards Fund 405 – Tenant’s annual obligatory contribution to the Sunset Dredging Reserve.

CHANGE 2



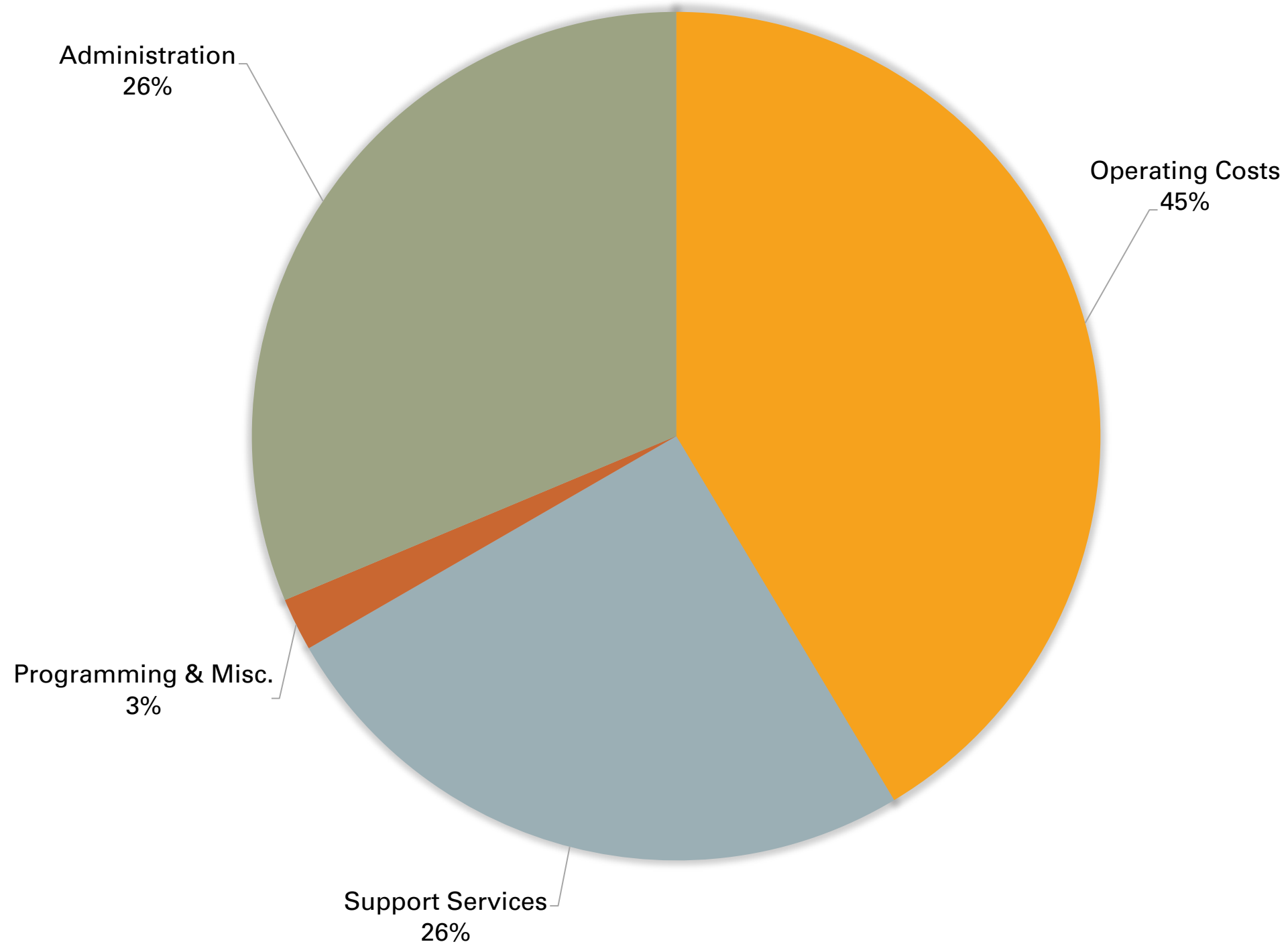
Increase of \$374,200 towards Fund 106 – obligatory contribution of OC Parks and tenant’s portion to the Newport Dunes Dredging Reserve and \$1,469,900 required for past contributions.

CHANGE 3



Drawdown \$401,408 from Fund 459 – General Reserve to offset cost for Crawford Canyon Park Project.

SERVICES AND SUPPLIES OVERVIEW FOR ALL FUNDS



Support Services

16%	16,271,146	Sheriff Harbor Patrol
4%	3,770,000	Irvine Ranch Conservancy
3%	3,100,000	Parking Operator Fees
3%	3,070,000	Lifeguard Services
<1%	699,588	Watershed & Coast Resources
<1%	507,206	Sheriff Flood Control Channels Patrol (BHB)
<1%	325,000	Sheriff Security

Administration

9%	9,185,376	Professional Services
8%	8,382,933	OCCR Administration
3%	2,670,165	CWCAP
2%	1,844,125	OCPW Project Management
1%	1,487,547	CEO Real Estate
1%	958,551	Auditor Controller
1%	941,520	OCIT
1%	807,034	County Counsel

Operating Costs

14%	14,345,809	Maintenance & Repair
7%	6,770,000	Landscaping
5%	5,576,511	Utilities
5%	4,824,840	Alterations/Improvements
3%	3,000,000	Tree Services
3%	2,906,896	Transportation - Fuel/Maintenance
2%	2,196,733	Janitorial/Trash
2%	1,951,368	Equipment - Tools/Maintenance
2%	1,670,340	Insurance
1%	1,190,500	Office Expenses/Printing/Minor Equipment
1%	858,905	Telecommunication
<1%	523,694	IT - Hardware/Software/Maintenance/Licenses

Programming and Misc.

3%	2,773,511	Programming & Miscellaneous
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102,609,298 Subtotal

CHALLENGES

Maintaining Services Levels/Service Increase

- Increased Park Use Increases Costs
- Additional acres under management (Mile Square Park Expansion, Open Space locations, Crawford Canyon Park etc.)

Natural Disasters/ Environmental Hazards

- Coastal Erosion
- Storm Damage / Erosion, Wildfires, Landslides etc.
- Invasive Insects & Plants

Increasing Costs

- Increase in cost of goods and services (e.g. landscaping, street sweeping, uniforms etc.)
- Competitive Labor Market
- Long-term Facility Maintenance (Approx. \$200M in Deferred Maintenance)

Funding Constraints

- Limited Revenue Sources
- State Budget shortfall may result in Fewer Grants Available
- Fund 405 Subsidizes all Restricted Funds When Depleted

OC PARKS HIGHLIGHTS

FY 22-23 Accomplishments

- Opening of Saddleback Wilderness to scheduled public access.
- Recipient of the California Governor's Historic Preservation Award for the Old County Courthouse stone façade restoration project.
- Reopening of the Clark Regional Park Interpretive Center after building rehabilitation.
- Record attendance for Summer Concert and Movie Series.

FY 23-24 Activities

- Mile Square Regional – Completion of Phase I of the 93-acre Park Expansion.
- Opening of North Gypsum and Red Rock Wilderness to scheduled public access.
- Groundbreaking for Crawford Canyon Park.
- Capistrano Beach – continued efforts to preserve beach and parking lot.
- Start of OC Parks Ranger Academy #9.





NEXT STEPS

- June 13 and 14, 2023 –
County Board of Supervisors
Public Budget Hearings
- June 27, 2023 –
Board of Supervisors adoption of
Fiscal Year 2023-2024 budget

A photograph of a large rock overhang with two people standing on a dirt path below. The text "THANK YOU" is overlaid in a white box.

THANK YOU