COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: FI-3

October 21, 2004

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

Dear Supervisors:

COUNTY FLOOD CONTROL DISTRICT FUNDING AGREEMENT IMPLEMENTING APPROVED DISTRICT FUNDING FOR FRANK G. BONELLI REGIONAL PARK, PECK ROAD PARK, AND VARIOUS TRAILS FOR FISCAL YEAR 2004-05
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES

JOINT RECOMMENDATION AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT WITH THE DIRECTOR OF PARKS AND RECREATION THAT YOUR BOARD:

1. Find that the funding agreement is exempt from the California Environmental Quality Act (CEQA).

2. Instruct the Chairman of the Board and the Chairman of the Flood Control District to sign the funding agreement and execute the sublease on behalf of the County and the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Section 2-15 of the County of Los Angeles Flood Control Act authorizes the expenditure of District funds for the preservation of recreational features on District properties. District funds can also be spent for preservation of recreational features on lands contiguous to District property if the District acquires interests in such lands and if the

Board finds that such acquisition is necessary to preserve recreational features. The Departments of Public Works and Parks and Recreation have worked together to identify two parks that are eligible to receive District funds. As required by the Flood Control Act, these parks are either on or contiguous to District facilities.

This agreement authorizes District funding for the operation and maintenance of Peck Road Park, which property is already owned by the District, and for Frank G. Bonelli Regional Park which is subject to the execution of the enclosed sublease. Under a prior agreement that expired on June 30, 2004, the District provided annual funding to the Department of Parks and Recreation for these purposes. This agreement continues District funding to the Department of Parks and Recreation for Fiscal Year 2004-05.

The enclosed sublease, which your Board is being asked to approve contemporaneously with the funding agreement, continues a lessor/lessee relationship between the County and the Flood Control District. The sublease, whose inception was in January 1995, allows the District to acquire an interest in the property so that it can enter into a funding agreement for that property.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as this funding agreement will provide sufficient monies for the Department of Parks and Recreation to continue to maintain recreational features at these parks. This action also satisfies the goal of Service Excellence since providing these recreational facilities improves the quality of life in the County.

FISCAL IMPACT/FINANCING

The total cost to the District is $3,900,000 for Fiscal Year 2004-05.

The funding agreement is based on County operation and maintenance of these parks, with the District to reimburse the County actual allowable costs incurred during the term of the agreement up to a maximum reimbursement of $3,900,000. Sufficient funds to cover the District's costs under this agreement are available in the Fiscal Year 2004-05 Flood Control District Budget.

The funding agreement provides that the County will indemnify the District from any liability as set forth in the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is the intention of the parties that the Bonelli Park sublease between District and County should be renewed before District reimburses the County for any actual costs incurred under the subject agreement. The funding agreement and the sublease have been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Pursuant to Class 1, Subsections (c), (d), (j), (r), (s), and (x) of the Revised Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301, Class 1 (h), and Section 15061 (b) (3) of the State CEQA Guidelines, this program is categorically exempt from the provisions of said act because it solely provides for funding of maintenance and operations of public park facilities.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This agreement continues the prior funding agreement. As such, current services will not be impacted.

CONCLUSION

Please return one adopted copy of this letter and one fully executed copy of the funding agreement to Parks and Recreation and Public Works.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

RUSS GUINEY
Interim Director of Parks and Recreation

MB:ma
PARKS/BOARDLETTER-2005

Enc.

cc: Chief Administrative Office
County Counsel

FUNDING AGREEMENT
REGARDING THE PRESERVATION OF
RECREATIONAL FEATURES AT
FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA,
PECK ROAD PARK, AND VARIOUS HIKING
AND EQUESTRIAN TRAILS

THIS AGREEMENT is made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, hereinafter referred to as "DISTRICT," and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY."

WHEREAS, Section 2-15 of the Los Angeles County Flood Control Act empowers DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, the COUNTY by and through its DEPARTMENT OF PARKS AND RECREATION, hereinafter referred to as "DEPARTMENT," currently operates and maintains the Frank G. Bonelli Regional Park and Recreation Area, hereinafter referred to as "BONELLI PARK," the Peck Road Park, and the following hiking and equestrian trails:

Rio Hondo River Trail,
Santa Anita Wash Trail,
San Gabriel River Trail,
Van Tassel Trail,
San Jose Creek Trail,
Walnut Creek Trail,
Bonelli Regional Park Trail,
Marshall Canyon Trail,
Gould Canyon Trail, and
La Canada Open Space,

all of which are hereinafter collectively referred to as "PARKS AND TRAILS;" and

WHEREAS, said PARKS AND TRAILS are either located on DISTRICT property or are contiguous to DISTRICT property; and

WHEREAS, in order to facilitate said DISTRICT funding for the preservation of recreational features at BONELLI PARK, COUNTY needs to renew the BONELLI PARK sublease for funding purposes at BONELLI PARK; and

WHEREAS, it is the intention of both of the parties hereto that the sole purpose of this agreement is to provide partial DISTRICT funding, during the Fiscal Year 2004-05, the mutual written approval of the Chief Engineer of DISTRICT and Director of

DEPARTMENT, or their designee, for the preservation of existing recreational features at said PARKS AND TRAILS, all as set forth herein; and

NOW, THEREFORE, DISTRICT and COUNTY, for and in consideration of the mutual benefits, promises, and agreements set forth herein, do agree as follows:

1. Subject to the terms and conditions of this AGREEMENT, DISTRICT shall reimburse COUNTY for ACTUAL COSTS incurred during the term of this AGREEMENT for certain of the COUNTY'S operation and maintenance expenditures at said PARKS AND TRAILS. The total of all DISTRICT reimbursements made pursuant to this AGREEMENT shall not exceed the sum of three million nine hundred thousand dollars ($3,900,000) per fiscal year.

In no event shall any provision of this AGREEMENT nor any obligation or liability imposed either directly or indirectly by or because of this AGREEMENT obligate DISTRICT to expend any monies in excess of the amounts indicated within this Section.

2. ACTUAL COSTS shall consist of and be limited to actual costs incurred at said PARKS AND TRAILS for Trails Maintenance, Grounds Maintenance, Building Maintenance, Utilities, Lifeguards, and Safety Police and shall include currently applicable percentages added to salary, wage, and equipment costs to cover overhead, administration, and depreciation in connection with any or all of the aforementioned items. The maximum allowable costs for each facility are as follows:

3. DISTRICT'S obligation to reimburse COUNTY for any ACTUAL COSTS incurred during the term of this AGREEMENT at BONELLI PARK, hereinafter referred to as "BONELLI COSTS," is contingent upon COUNTY'S renewal of sublease relating to BONELLI PARK, attached hereto as Exhibit 1. In no event shall DISTRICT have any obligation whatsoever to reimburse COUNTY for any BONELLI COSTS unless and until COUNTY renews said sublease.

4. COUNTY shall provide the required labor, equipment, and materials for the operation and maintenance of PARKS AND TRAILS in accordance with standard DEPARTMENT practices during the term of this AGREEMENT.

5. COUNTY shall keep accurate and up-to-date records of all expenses incurred relative to any ACTUAL COSTS for which COUNTY is reimbursed by DISTRICT pursuant to this AGREEMENT. The books and records of the DEPARTMENT will be available upon reasonable notice for review by DISTRICT staff. DEPARTMENT shall retain operating and fiscal records for a minimum of four (4) years following the termination of this AGREEMENT.

6. COUNTY shall invoice DISTRICT on a quarterly basis in a form prescribed by the COUNTY Auditor-Controller for the ACTUAL COSTS to be reimbursed pursuant to this AGREEMENT. The invoices shall indicate the location of the work performed, type of work performed (i.e., Trail Maintenance, Building Maintenance, Utilities, etc.), and detail of expenses (i.e., labor classification, equipment, supplies, and applicable overhead rates). The invoices shall also include a statement from the Director of DEPARTMENT, or their designee, certifying that all costs billed to DISTRICT are appropriate and proper expenditures under Section 2-15 of the Los Angeles County Flood Control Act.

7. Quarterly invoices prepared by DEPARTMENT are to be submitted to DISTRICT at the following address:

Department of Public Works
P.O. Box 7508
Alhambra, CA 91802-1460
Attention Fiscal Division -
Accounts Payable

8. This AGREEMENT shall commence upon execution and end June 30, 2005.

9. In executing this AGREEMENT, the DISTRICT is merely providing funding for the preservation of existing recreational features at COUNTY PARKS AND TRAILS. Consistent with the nature of this AGREEMENT as strictly a funding mechanism, it is the intention of the parties hereto that neither DISTRICT, nor any officer or employee of DISTRICT, shall be liable for any damage, cost, or expense which relates to, arises out of, or is in any way connected with this AGREEMENT or with any of the PARKS for which funding is herein provided as a result of this AGREEMENT.

10. COUNTY agrees to indemnify, defend, and save DISTRICT, its agents, officers, and employees, harmless from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses, and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this AGREEMENT, the execution of this AGREEMENT by the parties hereto, or the ownership, control, operation, and/or maintenance, including any acts or omissions relating thereto, of any of the PARKS AND TRAILS, including any and all facilities, structures, natural conditions, improved conditions, and hybrid natural and artificial conditions located thereon, by reason of the funding which is herein provided.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective duly authorized officers on this _____ day of _____, 2004.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

BY_____
Chairman, Board of Supervisors

COUNTY OF LOS ANGELES,
a political subdivision of the
State of California

BY_____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

BY_____
Deputy

ATTEST:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of
the Board of Supervisors

BY_____
Deputy

APPROVED AS TO FORM:
Office of the County Counsel

BY Frank E. Scott

EXHIBIT 1

FRANK G. BONELLI
REGIONAL PARK AND
RECREATION AREA
SUBLEASE NO. _____

SUBLEASE OF FRANK G. BONELLI REGIONAL PARK

This Sublease is entered into this _____ day of _____, 2004, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "DISTRICT."

WHEREAS, Section 9 of the JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES AND THE CITIES OF COVINA, GLENDORA, LA VERNE, POMONA, SAN DIMAS, AND WALNUT, CREATING AN AGENCY TO BE KNOWN AS THE LOS ANGELES COUNTY-PUDDINGSTONE REGIONAL PARK AUTHORITY dated February 17, 1970, authorizes the COUNTY to enter into subleases affecting the Frank G. Bonelli Regional Park and Recreation Area, hereinafter referred to as "PARK;" and

WHEREAS, Section 2, Provision 15 of the Los Angeles County Flood Control Act empowers DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors to acquire lands or interests in lands contiguous to DISTRICT properties, for the protection and preservation of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, DISTRICT intends to enter an agreement with COUNTY, to contribute funding, during the Fiscal Year 2004-05, for the preservation of recreational features at said PARK; and

WHEREAS, in order to facilitate said DISTRICT funding for the preservation of recreational facilities at the PARK, and to comply with Section 2, Provision 15, of the Los Angeles County Flood Control Act, COUNTY and DISTRICT are willing to execute a sublease of the PARK.

NOW THEREFORE, COUNTY and DISTRICT, for and in consideration of the mutual benefits, covenants, and agreements set forth herein, do hereby agree as follows:

1. Leased Premises

The COUNTY hereby subleases to the DISTRICT, those parcels of land known as the Frank G. Bonelli Regional Park and Recreation Area, hereinafter referred to as "PARK," in the City of San Dimas, as shown on the map identified as Exhibit "A," attached hereto and made a part hereof.

2. Term

The term of this Sublease shall be for one (1) year beginning July 1, 2004, and ending June 30, 2005.

3. Consideration

As consideration for this Sublease, DISTRICT shall provide partial funding for certain operational and maintenance costs of existing recreational features at the PARK. The terms of the funding are set forth in the FUNDING AGREEMENT REGARDING PRESERVATION OF RECREATIONAL FEATURES AT FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA, PECK ROAD PARK, AND SANTA FE DAM RECREATION AREA AND VARIOUS HIKING AND EQUESTRIAN TRAILS between the DISTRICT and the COUNTY, hereinafter referred to as the "AGREEMENT" for which this Sublease is a part thereof.

4. Purpose

The sole purpose of this Sublease is to provide DISTRICT funding for the preservation of recreational features at the PARK. It is not the intention of the DISTRICT to use or occupy the Leased Premises or to perform the actual maintenance thereof.

5. Assignment of Sublease

DISTRICT agrees with regard to any rights obtained pursuant to this Sublease, not to sublease, or grant any license to use or occupy any portion of Bonelli Park, except to the State of California, or a nonprofit corporation which has been granted 501(C)(3) charitable status by the Internal Revenue Service. In addition, this Sublease is not assignable.

6. Indemnification

COUNTY agrees to indemnify, defend, and save harmless DISTRICT, its agents, officers, and employees, from and against any and all actions, causes of action, liability, expense (including any and all legal costs, attorney fees, and litigation expenses), and claims of any nature whatsoever, including but not limited to actions, causes of action, liabilities, expenses and claims for bodily injury, death, personal injury, or property damage, which relate to, arise out of, or in any way are connected with this Sublease, the execution of this Sublease by the parties hereto, or the ownership, control, operation and/or maintenance, including any acts or omissions relating thereto, of any of the PARK, including any and all facilities, structures, natural conditions, improved conditions and hybrid natural and artificial

conditions located thereon, by reason of the funding which is herein provided.

7 Taxes

DISTRICT shall not be liable for any and all taxes and/or assessments levied upon the PARK. COUNTY agrees that pursuant to Paragraph 5 hereof, the COUNTY shall indemnify, defend, and save DISTRICT harmless from any and all such taxes and assessments.

8 Notices

All notices by either party to the other shall be sent to the other party at the addresses below.

COUNTY - Executive Office of the Board of Supervisors
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012-2713

DISTRICT - Los Angeles County Department of Public Works
Mapping and Property Management Division
900 South Fremont Avenue
Alhambra, CA 91803-1331

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be executed by and through their respective duly authorized officers.

LOS ANGELES COUNTY
FLOOD CONTROL DISTRICT,
a body corporate and politic

BY _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

BY _____
Deputy

COUNTY OF LOS ANGELES
a political subdivision of the
State of California

BY _____
Chairman, Board of Supervisors

ATTEST:
VIOLET VARONA-LUKENS, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

BY _____
Deputy

APPROVED AS TO FORM:
Office of County Counsel

BY _____
Deputy

DR:adg
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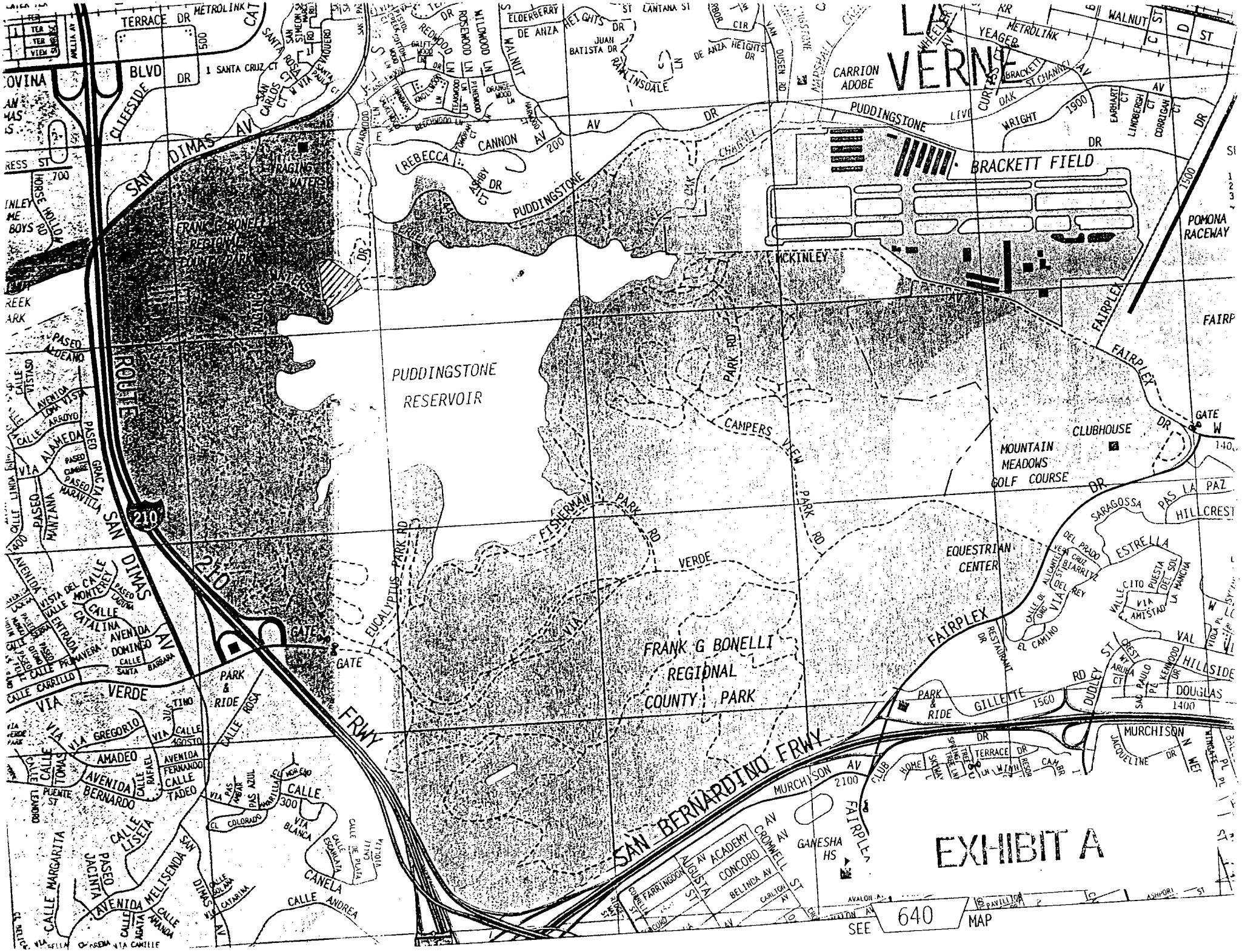
LA VERNE
BRACKETT FIELD
PUDDINGSTONE RESERVOIR
FRANK G BONELLI REGIONAL COUNTY PARK
MOUNTAIN MEADOWS GOLF COURSE
CLUBHOUSE
EQUESTRIAN CENTER
CARRION ADOBE
POMONA RACEWAY
SAN DIMAS AV
SAN BERNARDINO FRWY
FAIRPLEX
PUDDINGSTONE
CANNON AV
REBECCA
MCKINLEY
CAMPERS VIEW PARK RD
FISHERMAN PARK RD
EUCALYPTUS PARK RD
VERDE
GATE
PARK & RIDE
MURCHISON AV
GILLETTE RD
DUDLEY ST
HILLCREST
ESTRELLA
DOUGLAS
HILLSIDE
GANESHA HS
ACADEMY
CONCORD
CROMWELL
BELINDA AV
AUGUSTA
FARRINGDON
CALLE ROSA
CALLE ANDREA
CANELA
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AVENIDA DOMINGO
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CALLE CATALINA
VIA VERDE
VIA GREGORIO
VIA AMADEO
CALLE TADEO
CALLE LISETA
CALLE MARGARITA
PASEO JACINTA
PASEO GRACIA
PASEO ALDEANO
PASEO MANZANA
VIA ALAMEDA
CALLE ARROYO
CALLE VISTASO
CALLE LINDA
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CALLE SANTA BARBARA
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RAWLINSDALE
DE ANZA HEIGHTS DR
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ROSEWOOD LN
WILDWOOD LN
BRIARWOOD
BEECHWOOD LN
ORANGEWOOD LN
HARWOOD
PINEWOOD
TEAKWOOD
KNOLLWOOD
ASHBY CT
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PUDDINGSTONE
RAGING WATERS
FRANK G BONELLI REGIONAL COUNTY PARK
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VIA ALAMEDA
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CALLE VISTASO
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EXHIBIT A
SEE 640 MAP