COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR

KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 432
LOS ANGELES, CA 90012
TELEPHONE: (213) 974-2101 FAX: (213) 626-1812

MARK J. SALADINO
TREASURER AND TAX COLLECTOR

April 27, 2005

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

The Board of Directors of the Los Angeles
County Public Works Financing Authority
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

The Board of Supervisors of the
Los Angles County Flood Control District
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

ISSUANCE AND SALE OF LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY REVENUE BONDS, SERIES 2005A (LOS ANGELES COUNTY FLOOD CONTROL DISTRICT) (FIFTH DISTRICT) (3 VOTES)

IT IS RECOMMENDED THAT YOUR BOARD:

1. Adopt a Resolution of the Board of Supervisors of the County of Los Angeles approving the issuance of tax-exempt bonds by the Los Angeles County Public Works Financing Authority (Authority) to finance the seismic retrofit of the Los Angeles County Flood Control District (District) headquarters building (Project) and to pay certain cost of issuance incurred in connection with the bonds.

2. Make a finding that the financing provides a significant public benefit pursuant to Section 6586.5 of the Government Code.

ACTING AS THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, IT IS RECOMMENDED THAT YOUR BOARD:

Adopt a Resolution authorizing the issuance of Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District), Series 2005A, in an aggregate principal amount not to exceed $25 million to finance the Project and authorizing the execution and delivery of related documents.

ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, IT IS RECOMMENDED THAT YOUR BOARD:

Adopt a Resolution authorizing the issuance of Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District), Series 2005A, in an aggregate principal amount not to exceed $25 million to finance the Project.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Adoption of the recommendations will authorize the issuance of Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District), Series 2005A, to finance the Project, which is located at 900 South Fremont Avenue, Alhambra, California. The Project is necessary to meet current seismic safety standards.

The Chief Administrative Office and the Department of Public Works have placed separate items on your agenda to award the bid for the Project, adopt the drawings and specifications, and authorize the interim Director of Public Works to proceed with the construction of the Project.

Implementation of Strategic Plan Goals

This action supports the County's Strategic Plan Goal of Fiscal Responsibility by providing for the investment and development of infrastructure.

FISCAL IMPACT/FINANCING

The Project will be financed through a FEMA Hazard Mitigation Grant and long-term tax-exempt bond financing. The Authority will issue bonds, which in conjunction with the FEMA Grant will provide sufficient funds to complete the project. The Resolutions and the Notice Inviting Bids provide that the true interest cost of the bonds shall not exceed seven percent (7%). The bonds will be repaid from resources of the District, and debt service payments are included in the District's 2005-06 budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Your Board established the Authority on May 18, 1993 to finance the acquisition and construction of capital improvements on behalf of the County. Your Board serves as the Board of Directors of the Authority and is empowered to authorize the issuance of the bonds. Pursuant to California Government Code Section 6586.5, the governing body of the local agency with jurisdiction over the area in which the project is to be located must approve the financing and make a finding of significant public benefit for the project. There is a further requirement of a hearing, which will be held in the Treasurer's Executive Office on May 3, 2005. The notice for this hearing will be published on April 28, 2005.

Based on the County's Bond Sale Policies, the Treasurer is recommending that the sale be conduced through a competitive bid process. The size of the financing, the source of repayment, and the market's familiarity with this type of financing structure supports this recommendation. The Treasurer intends to conduct the bid electronically through Parity, an internet bidding platform.

Public Resources Advisory Group has been selected from the Board approved pool of financial advisors to provide financial advisory services for this transaction.

IMPACT ON CURRENT SERVICES (PROJECTS)

There is no impact on current services or projects. Payments for debt service are included in the District's 2005-06 budget request.

CONCLUSION

Upon adoption, please return two (2) original executed copies of this letter and the Resolutions to the Treasurer and Tax Collector's Office.

Respectfully submitted,

MARK J. SALADINO
Treasurer and Tax Collector

MJS:GB:JW
Z:Board Letter/Flood Control Project 2005B

Attachments

c: Chief Administrative Officer
County Counsel
Auditor-Controller
Interim Director of Public Works

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT AUTHORIZING THE EXECUTION AND DELIVERY OF LEGAL DOCUMENTS RELATING TO THE ISSUANCE OF NOT TO EXCEED $25,000,000 OF LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY REVENUE BONDS, SERIES 2005A AND RELATED MATTERS

WHEREAS, the Los Angeles County Flood Control District (the "District"), the Regional Park and Open Space District, the Community Facilities District No. 2 (Rowland Heights) and the County of Los Angeles (the "County") have formed a joint exercise of powers agency (the "Authority") by agreement, dated May 18, 1993 (as amended, the "Joint Powers Agreement"), pursuant to Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500) (the "Act") for the purpose, among other things, of issuing its bonds to be used to provide financial assistance to the District and the County;

WHEREAS, the Authority proposes to issue its Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Bonds"), the proceeds of which will be applied to the acquisition, construction and equipping of the 2005A Project (as defined in the 2005A Supplement (defined below));

WHEREAS, the Bonds are to be issued pursuant to Sections 6584 et seq. (the "Bond Law") of the Act, and pursuant to an Indenture, dated as of January 1, 2003 (the "Indenture"), by and among the Authority, the District and The Bank of New York Trust Company, N.A. as trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated as of June 1, 2005, by and among the Authority, the District and the Trustee;

WHEREAS, the Bonds may be issued by the Authority in one or more series, simultaneously or sequentially, in an aggregate principal amount not to exceed $25,000,000;

WHEREAS, the Authority and the District propose to enter into the 2005A Supplement to Installment Purchase Agreement, dated as of June 1, 2005 (the "2005A Supplement"), by and between the Authority and the District, supplementing that certain Installment Purchase Agreement, dated as of January 1, 2003 (the "Original Installment Purchase Agreement" and as supplemented by the 2005A Supplement, the "Installment Purchase Agreement"), pursuant to which the District will sell the 2005A Project to the Authority and the District will purchase back the 2005A Project from the Authority in exchange for installment payments set forth in the 2005A Supplement (the "2005A Installment Payments") to be made by the District;

WHEREAS, the Bonds will be payable from Installment Payments under the Installment Purchase Agreement and other funds and amounts as provided under the Indenture;

WHEREAS, a form of the Official Notice Inviting Bids (the "Notice Inviting Bids") to be published in connection with the public offering and sale of the Bonds has been prepared;

WHEREAS, there have been presented to this Board the form of each of the 2005A Supplement, the First Supplemental Indenture, Appendix A (defined below), the Notice Inviting Bids and the Continuing Disclosure Agreement (defined below), and this Board has examined such documents and desires to approve such documents, authorize and direct the execution and delivery of such documents, as applicable; and

WHEREAS, the District is authorized to undertake all of the above pursuant to the applicable law of the State of California;

NOW, THEREFORE, this Board does find, resolve, determine and order as, follows:

Section 1. The sale of the 2005A Project to the Authority and the installment purchase of the 2005A Project from the Authority are hereby authorized and approved. The officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the District, to execute and to deliver the 2005A Supplement, substantially in the forms on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the District, such approval to be evidenced conclusively by the execution and delivery thereof. The officers of the District and their authorized representatives are hereby further authorized and directed, jointly and severally, to execute and deliver any other documents as may be necessary or as they may approve, in their discretion, as being in the best interests of the District to effect conveyance of the 2005A Project, such determination to be evidenced conclusively be the execution and delivery thereof.

The Installment Payments shall be special limited obligations of the District payable solely from Revenues as defined in the Installment Purchase Agreement, and the District shall not be obligated to pay the Installment Payments except from such amounts. The District may pay the Installment Payments from such other available moneys of the District in accordance with the Installment Purchase Agreement.

Section 2. The officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the District, to execute and to deliver the First Supplemental Indenture, substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the District, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 3. The form of the Notice Inviting Bids submitted to this meeting is hereby approved for use in connection with the public offering of the Bonds, with such changes as may be approved by the officers of the District and their authorized representatives, such approval to be evidenced conclusively by the publication and dissemination thereof by the Authority. The officers of the District and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the District to accept the final terms of the Bonds based on the lowest responsible bid received by Parity® ("Parity"), the approved electronic bidding service, provided that the true interest cost of the Bonds shall not exceed 7.0%.

Section 4. If the Treasurer of the Authority determines that the Bonds shall be issued in more than one series or sequentially, the officers of the Authority and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the Authority, to cause the publication of such additional Notice Inviting Bids as such officers may deem necessary or appropriate in connection with such additional series of Bonds, as the Treasurer or the Authority may select; provided that each such Notice Inviting Bids shall be substantially in the form of the Notice Inviting Bids. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority to accept the final terms of any additional series of Bonds based on the lowest responsible bid received by Parity, provided that the true interest cost of all of the Bonds shall not exceed 7.0%. All or any portion of the Bonds may be sold with credit enhancement (such as a letter of credit or policy of municipal bond insurance), which credit enhancement may be a bid requirement or at the option of the bidder, as determined by the Treasurer of the Authority. The Treasurer of the Authority is authorized to acquire one or more commitments for the issuance of such credit enhancement.

Section 5. The form of Appendix A ("Appendix A") to the preliminary official statement relating to the Bonds (the "Preliminary Official Statement"), submitted to this meeting is hereby approved for use in connection with the public offering of the Bonds, with such changes as may be approved by the officers of the District and their authorized representatives. The officers of the District and their authorized representatives, and each of them alone or in combination, are hereby authorized by and on behalf of the District to certify to the awarded bidder under the Notice Inviting Bids that the Preliminary Official Statement (insofar as it presents information relating to the District) is deemed "final" for the purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule") (except for the omission of certain final pricing, rating and related information as permitted by the Rule). The officers of the District and their authorized representatives, and each of them alone or in combination, are hereby authorized and directed to assist in the preparation of a final Official Statement relating to the Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement; said officers and their authorized representatives are also hereby authorized and directed to cause the printing and delivery of the Preliminary Official Statement and the Official Statement. The distribution of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds is hereby approved.

Section 6. The officers of the District and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the District, to execute and to deliver the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the District, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 7. All actions heretofore taken by any officers, employees, agents or directors of the District, with respect to the issuance, delivery or sale of the Bonds, or in connection with or related to any of the agreements or documents referenced herein are hereby approved, confirmed and ratified; and the officers of the District and their authorized representatives, and each of the foregoing acting alone is, hereby authorized and directed, for and in the name and on

behalf of the District, to do any and all things and to take any and all actions, and to execute and deliver such documents, agreements and certificates (including, but not limited to, a Tax Certificate and Agreement), which they, or any of them, may deem necessary or advisable to effectuate the purposes of this Resolution and the lawful issuance and delivery of the Bonds.

Section 8. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was on the __th day of _____, 2005, adopted by the Board of Supervisors of the County of Los Angeles and *ex-officio* the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Principal Deputy County Counsel

RESOLUTION OF THE BOARD OF DIRECTORS OF THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY AUTHORIZING THE EXECUTION AND DELIVERY OF LEGAL DOCUMENTS RELATING TO THE ISSUANCE OF NOT TO EXCEED $25,000,000 AGGREGATE PRINCIPAL AMOUNT OF REVENUE BONDS, SERIES 2005A AND RELATED MATTERS

WHEREAS, the County of Los Angeles (the "County"), the Regional Park and Open Space District, the Community Facilities District No. 2 (Rowland Heights) and the Los Angeles County Flood Control District (the "District") have executed a Joint Exercise of Powers Agreement, dated May 18, 1993 (as amended, the "Agreement"), pursuant to the Joint Exercise of Powers Act constituting Articles 1 through 4, Chapter 5, Division 7, Title 1 of the California Government Code (commencing with Section 6500) (the "Act") creating the Los Angeles County Public Works Financing Authority (the "Authority"), for the purpose, among others, of issuing its bonds to be used to provide financial assistance to the County and the District;

WHEREAS, the Authority proposes to issue its Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Bonds"), the proceeds of which will be applied to the acquisition, construction and equipping of the 2005A Project (as defined in the 2005A Supplement (defined below));

WHEREAS, the Bonds are to be issued pursuant to Sections 6584 et seq. (the "Bond Law") of the Act, and pursuant to an Indenture, dated as of January 1, 2003 (the "Indenture"), by and among the Authority, the District and The Bank of New York Trust Company, N.A. as trustee (the "Trustee"), as supplemented by a First Supplemental Indenture, dated as of June 1, 2005, by and among the Authority, the District and the Trustee;

WHEREAS, the Authority and the District propose to enter into 2005A Supplement to Installment Purchase Agreement, dated as of June 1, 2005 (the "2005A Supplement"), by and between the Authority and the District, supplementing that certain Installment Purchase Agreement, dated as of January 1, 2003 (the "Original Installment Purchase Agreement" and as supplemented by the 2005A Supplement, the "Installment Purchase Agreement"), pursuant to which the District will purchase the 2005A Project from the Authority in exchange for the District's promise to make installment payments set forth in the 2005A Supplement;

WHEREAS, the Bonds will be payable from the Installment Payments under the Installment Purchase Agreement and other funds and amounts as provided under the Indenture;

WHEREAS, the Authority desires to provide for the public offering and sale of the Bonds;

WHEREAS, a form of the Official Notice Inviting Bids and form of Bid Form (collectively, the "Notice Inviting Bids and Bid Form") to be published in connection with the public offering and sale of the Bonds has been prepared;

WHEREAS, there have been presented to this Board the form of each of the 2005A Supplement, the First Supplemental Indenture, the Preliminary Official Statement (as defined below) and the Notice Inviting Bids and Bid Form, and this Board has examined such documents

and desires to approve such documents and authorize and direct the execution and delivery of such documents, as applicable; and

WHEREAS, the Authority is authorized to undertake all of the above pursuant to the Agreement, the Act, the Bond Law and other applicable laws of the State of California;

NOW, THEREFORE, this Board does find, resolve, determine and order as follows:

Section 1. The acquisition of the 2005A Project from the District and the installment sale of the 2005A Project to the District are hereby authorized and approved. The officers of the Authority and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the Authority, to execute and to deliver the 2005A Supplement, substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof. The officers of the Authority and their authorized representatives are hereby further authorized and directed, jointly and severally, to execute and deliver any other documents as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority to effect conveyance of the 2005A Project, such determination to be evidenced conclusively be the execution and delivery thereof.

Section 2. The issuance of the Bonds pursuant to the Bond Law in an aggregate principal amount not to exceed $25,000,000 is hereby approved. The Bonds may be issued in one or more series, simultaneously or sequentially as provided in the Indenture. The officers of the Authority and their authorized representatives are, and each of them acting alone and is, hereby authorized and directed for and in the name of, and on behalf of the Authority, to execute and to deliver the First Supplemental Indenture, substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof. The Bonds are authorized to be executed for and in the name and on behalf of the Authority by the manual or facsimile signature of the Chair of the Authority and attested to by the manual or facsimile signature of the Treasurer of the Authority (the "Treasurer") and his designee. The Bonds, when so executed and attested, are authorized to be delivered to the Trustee for authentication.

The Bonds shall be special limited obligations of the Authority payable solely from amounts received under the Installment Purchase Agreement, and the Authority shall not be obligated to pay the Bonds except from such amounts and certain amounts on hand under the Indenture.

Section 3. The form of the Notice Inviting Bids and Bid Form submitted to this meeting is hereby approved for use in connection with the public offering of the Bonds, with such changes as may be approved by the officers of the Authority and their authorized representatives, such approval to be evidenced conclusively by the publication and dissemination thereof by the Authority. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority to accept the final terms of the Bonds based on the lowest responsible bid received by Parity®

("Parity"), the approved electronic bidding service, provided that the true interest cost of the Bonds shall not exceed 7.0%.

Section 4. The form of the preliminary official statement relating to the Bonds (the "Preliminary Official Statement"), other than Appendix A thereto, submitted to this meeting is hereby approved for use in connection with the public offering of the Bonds, with such changes as may be approved by the officers of the Authority and their authorized representatives. The officers of the Authority and their authorized representatives, and each of them alone or in combination, are hereby authorized by and on behalf of the Authority to certify to the awarded bidder under the Notice Inviting Bids that the Preliminary Official Statement is deemed "final" for the purposes of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (the "Rule") (except for the omission of certain final pricing, rating and related information as permitted by the Rule). The officers of the Authority and their authorized representatives, and each of them alone or in combination, are hereby authorized and directed to assist in the preparation of a final Official Statement relating to the Bonds (the "Official Statement") in substantially the form of the Preliminary Official Statement; said officers and their authorized representatives are also hereby authorized and directed to cause the printing and delivery of the Preliminary Official Statement and the Official Statement. The distribution of the Preliminary Official Statement and the Official Statement in connection with the public offering of the Bonds is hereby approved.

Section 5. If the Treasurer determines that the Bonds shall be issued in more than one series or sequentially, the officers of the Authority and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the Authority, to execute and deliver such additional Notice Inviting Bids as such officers may deem necessary or appropriate in connection with such additional series of Bonds; provided that each such Notice Inviting Bids shall be substantially in the form of the Notice Inviting Bids. The officers of the Authority and their authorized representatives are, and each of them acting alone is, authorized and directed for and in the name of, and on behalf of the Authority to accept the final terms of any additional series of Bonds based on the lowest responsible bid received by Parity, provided that the true interest cost of all of the Bonds shall not exceed 7.0%. All or any portion of the Bonds may be sold with credit enhancement (such as a letter of credit or policy of municipal bond insurance), which credit enhancement may be a bid requirement or at the option of the bidder, as determined by the Treasurer of the Authority. The Treasurer of the Authority is authorized to acquire one or more commitments for the issuance of such credit enhancement.

Section 6. The officers of the Authority and their authorized representatives are, and each of them acting alone is, hereby authorized and directed for and in the name of, and on behalf of the Authority, to execute and to deliver the Continuing Disclosure Agreement (the "Continuing Disclosure Agreement"), substantially in the form on file with this Board, with such changes therein as may be necessary or as they may approve, in their discretion, as being in the best interests of the Authority, such approval to be evidenced conclusively by the execution and delivery thereof.

Section 7. All actions heretofore taken by any officers, employees, agents or directors of the Authority, with respect to the issuance, delivery or sale of the Bonds, or in connection with or related to any of the agreements or documents referenced herein are hereby approved, confirmed and ratified; and the officers of the Authority and their authorized

representatives, and each of the foregoing acting alone is, hereby authorized and directed, for and in the name and on behalf of the Authority, to do any and all things and to take any and all actions, and to execute and deliver such documents, agreements and certificates (including, but not limited to, a Tax Certificate and Agreement), which they, or any of them, may deem necessary or advisable to effectuate the purposes of this Resolution and the lawful issuance and delivery of the Bonds.

Section 8. This Resolution shall take effect immediately upon its passage.

The foregoing Resolution was on the __th day of _____, 2005, adopted by the Board of Supervisors of the County of Los Angeles and *ex-officio* the governing body of all other special assessment and taxing districts, agencies and authorities for which said Board so acts.

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

By: _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Principal Deputy County Counsel

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES APPROVING THE ISSUANCE OF TAX-EXEMPT BONDS BY THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY TO FINANCE CERTAIN CAPITAL IMPROVEMENTS TO BE LOCATED WITHIN THE BOUNDARIES OF THE COUNTY OF LOS ANGELES

WHEREAS, Los Angeles County Public Works Financing Authority (the "Authority") proposes to issue bonds for the purpose of, among other things, enabling the Los Angeles County Flood Control District (the "District") to finance the acquisition, construction and equipping of certain capital improvements (as more fully described in Exhibit A hereto, the "2005A Project") to certain property of the District located within the County of Los Angeles (the "County") and certain costs with respect thereto; and

WHEREAS, to effect such financing, the Authority and the District will enter into an installment purchase arrangement, under which the Authority will purchase from the District the 2005A Project in exchange for the net proceeds of the Bonds (defined below) and the District will purchase back from the Authority the 2005A Project in exchange for installment payments to be made by the District to the Authority; and

WHEREAS, the Authority proposes to issue its Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Bonds") in an aggregate principal amount not to exceed $25,000,000, to finance the 2005A Project (the issuance of the Bonds and the use of the proceeds thereof to finance the 2005A Project being referred to herein as the "Financing"); and

WHEREAS, the 2005A Project is to be located within the geographic boundaries of the County; and

WHEREAS, the Authority and the District have requested that the Board approve the Financing in order to satisfy the approval requirement of Section 6586.5 of the California Government Code (the "Code"); and

WHEREAS, pursuant to and in accordance with Section 6586.5 of the Code, a public hearing regarding the Financing has been held following notice given, and comments, if any, have been received and considered.

NOW, THEREFORE, the Board of the County resolves as follows:

Section 1. The Board hereby finds that the 2005A Project will provide significant public benefits in accordance with the criteria specified in Section 6586 of the Code. It is the purpose and intent of the Board that this resolution constitute approval of, and the Board does hereby approve, the Financing for purposes of Section 6586.5 of the Code.

Section 2. The officers of the County are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which they deem necessary or advisable in order to carry out, give effect to and comply with the terms and intent of this resolution and the Financing approved hereby.

Section 3. This resolution shall take effect immediately upon its passage.

The foregoing resolution was on the _____ day of _____, 2005 duly adopted by the Board of Supervisors of the County of Los Angeles.

VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board of
Supervisors of the County of Los Angeles

By: _____
Deputy

Approved as to form:

RAYMOND G. FORTNER, JR.,
County Counsel

By: _____
Principal Deputy County Counsel

LA1 517813v.8

EXHIBIT A

Description of the 2005A Project

The design, renovation, improvement and seismic retrofitting of the District's headquarters building located at 900 South Fremont Ave, Alhambra, CA 91803.

FIRST SUPPLEMENTAL INDENTURE

Dated as of _____ 1, 2005

by and among

THE BANK OF NEW YORK TRUST COMPANY, N.A., as trustee,

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

and

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

relating to the

LOS ANGELES COUNTY PUBLIC WORKS
FINANCING AUTHORITY REVENUE BONDS
(LOS ANGELES COUNTY FLOOD CONTROL DISTRICT)
SERIES 2005A

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FIRST SUPPLEMENTAL INDENTURE

This First Supplemental Indenture (the "First Supplemental Indenture"), dated as of June 1, 2005, by and among THE BANK OF NEW YORK TRUST COMPANY, N.A., a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (the "Trustee"), LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a flood control district duly organized and existing under and by virtue of the laws of the State of California (the "District");

WITNESSETH:

WHEREAS, the District proposes to finance the acquisition, construction and equipping of the 2005A Project (as defined in the 2005A Supplement (defined below));

WHEREAS, the Authority has agreed to assist the District in financing the 2005A Project;

WHEREAS, the Authority proposes to sell the 2005A Project to the District and the District desires to purchase the 2005A Project from the Authority upon the terms and conditions set forth in the Installment Purchase Agreement, dated as of January 1, 2003, by and between the Authority and the District, as amended and supplemented by the 2005A Supplement to Installment Purchase Agreement, dated as of June 1, 2005 (the "2005A Supplement), by and between the Authority and the District;

WHEREAS, the Authority proposes to issue its Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Series 2005A Bonds") pursuant to the Indenture, dated as of January 1, 2003, by and among the Authority, the District and The Bank of New York Trust Company, N.A. as trustee, as amended and supplemented by this First Supplemental Indenture (as so supplemented, the "Indenture") for the purpose of assisting the District to finance the 2005A Project;

WHEREAS, the Authority has determined that all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this First Supplemental Indenture do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this First Supplemental Indenture;

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE XII

DEFINITIONS; EQUAL SECURITY

SECTION 12.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes of the Indenture and of any amendment thereof or supplement thereto and of the Bonds and of any certificate, opinion, request or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

"First Supplemental Indenture" means this First Supplemental Indenture, dated as of June 1, 2005, by and among the Authority, the District and the Trustee.

"Series 2005A Bond Insurance Policy" means the municipal bond insurance policy issued by the Series 2005A Bond Insurer and insuring the Series 2005A Insured Bonds.

"Series 2005A Bond Insurer" means, so long as the Series 2005A Bond Insurance Policy is in effect, _____, its successors or assigns.

"Series 2005A Bonds" means the $_____ aggregate principal amount of Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District) Series 2005A.

"Series 2005A Continuing Disclosure Agreement" means that certain Continuing Disclosure Agreement between the District and the Trustee delivered with respect to the Series 2005A Bonds.

"Series 2005A Insured Bonds" means the Series 2005A Bonds other than the Series 2005A Bonds maturing March 1, _____.

"Series 2005A Rebate Account" means the Fund by that name established pursuant to Section 12.10.

"Series 2005A Rebate Requirement" means the Rebate Requirement defined in the Series 2005A Tax Certificate.

"Series 2005A Tax Certificate" means that tax certificate and agreement executed by the Authority and the District at the time of the execution and delivery of the Series 2005A Bonds relating to the requirements of Section 148 of the Code, as such certificate may be amended or supplemented.

SECTION 12.02. Preparation of Series 2005A Bonds. The Trustee is hereby authorized and directed to authenticate and deliver the Series 2005A Bonds in the aggregate principal amount of $_____.

SECTION 12.03. Denominations, Medium, Method and Place of Payment and Dating of Bonds. The Series 2005A Bonds shall be issued initially in the form of fully registered Series 2005A Bonds. The Series 2005A Bonds shall be issued in denominations of $5,000 or any

integral multiple thereof. The interest on and principal of and premium, if any, on the Series 2005A Bonds shall be payable in lawful money of the United States of America. The interest on the Series 2005A Bonds shall be payable on each Interest Payment Date, commencing on _____, 20__ by check mailed by first class mail on the date such interest is due by the Trustee to the respective Owners thereof as shown in the books required to be kept by the Trustee pursuant to the provisions of Section 2.07 of the Indenture on the Record Date (except that in the case of an Owner of $1,000,000 or greater in aggregate principal amount of Outstanding Series 2005A Bonds, such payment may, at such Owner's written request, be made by wire transfer of immediately available funds in accordance with instructions provided by such Owner to an account at a financial institution in the United States of America), and the principal of the Series 2005A Bonds shall be payable on their respective maturity dates or upon redemption prior thereto upon surrender thereof by the respective Owners thereof at the Principal Corporate Trust Office of the Trustee. The Trustee may treat the Owner of any Series 2005A Bond as the absolute owner of such Series 2005A Bond for all purposes, whether or not such Series 2005A Bond shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest on and principal of such Series 2005A Bond shall be made only to such Owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability with respect to such Series 2005A Bond to the extent of the sum or sums so paid. All Series 2005A Bonds paid pursuant to the provisions of this section shall be cancelled by the Trustee and shall not be redelivered.

The Series 2005A Bonds shall be dated their date of delivery, and shall bear interest from the Interest Payment Date next preceding the date of authentication thereof by the Trustee, unless such date of authentication is on or after the sixteenth (16th) day of the month next preceding an Interest Payment Date, in which case they shall bear interest from such Interest Payment Date, or unless such date of authentication is on or prior to _____ 15, 2005, in which case they shall bear interest from their date of delivery.

SECTION 12.04. Payment Dates of Series 2005A Bonds. The Series 2005A Bonds shall have maturity dates of March 1 in the years and shall be in the principal amounts, with interest thereon at the rates, as follows:

Maturity Date (March 1)	Principal Amount	Interest Rate

The interest on the Series 2005A Bonds shall become due and payable on their respective Interest Payment Dates, beginning on the Interest Payment Date following their date and continuing to and including their maturity dates or on redemption prior thereto, and shall accrue interest at the respective per annum rates set forth above. The interest on the Series 2005A Bonds shall be computed on the basis of a 360-day year of twelve 30-day months.

The principal of the Series 2005A Bonds shall become due and payable on their respective maturity dates or on redemption prior thereto.

SECTION 12.05. Form of Bonds. The Series 2005A Bonds and the assignment to appear thereon shall be in substantially the form set forth in Exhibit A hereto, respectively, with appropriate or necessary insertions, omissions and variations as permitted or required thereby.

SECTION 12.06. Delivery of Series 2005A Bonds. The Trustee is hereby authorized to authenticate and deliver the Series 2005A Bonds to the purchaser thereof upon receipt of a Request of the Authority and the District and upon receipt of the proceeds of sale thereof.

SECTION 12.07. Deposit and Use of Proceeds of Series 2005A Bonds. Upon the receipt of payment for the Series 2005A Bonds when the same shall have been duly authenticated and delivered, the Trustee shall, on behalf and at the Request of the Authority, pay from the proceeds of the Series 2005A Bonds and make deposits to the Construction Fund and the Costs of Issuance Fund or accounts therein as follows:

(a) Construction Fund. The Trustee shall deposit proceeds of the Series 2005A Bonds in the amount of $_____ in the Series 2005A Account in the Construction Fund, which account the Trustee shall establish and maintain within the Construction Fund.

(b) Costs of Issuance Fund. The Trustee shall deposit the remaining proceeds of the Series 2005A Bonds in the amount of $_____ in the Series 2005A Account in the Costs of Issuance Fund, which account the Trustee shall establish and maintain within the Construction Fund. All money in the Series 2005A Account of Costs of Issuance Fund shall be used and withdrawn by the Trustee to pay the Costs of Issuance of the Series 2005A Bonds upon receipt of a Request of the Authority filed with it, each of which shall be sequentially numbered and shall state the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against said fund, and each of which shall be accompanied by an original invoice or invoices or a written certification from the Authority of the Authority's payment of an invoice when such requisition is in reimbursement thereof. On _____ 1, 2005, or upon the earlier Request of the Authority, any remaining proceeds of the Series 2005A Bonds in the Series 2005A Account of the Costs of Issuance Fund shall be transferred to the Series 2005A Account of the Construction Fund.

SECTION 12.08. Redemption.

(a) Optional Redemption. The Series 2005A Bonds maturing on or after March 1, 2016 are subject to optional redemption by the District prior to their respective maturity dates, upon notice as hereinafter provided, as a whole or in part by lot within each maturity in integral multiples of $5,000 of principal in such order of maturity as shall be selected by the District and designated in writing to the Trustee on any date on or after March 1, 2015, from any source of available funds, at a redemption price equal to the sum of the principal amount or such part thereof of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

(b) Mandatory Redemption.

(i) Series 2005A Bonds with a maturity date of March 1, 20__, are also subject to mandatory redemption prior to their stated maturity in part on March 1 of each year on and after March 1, 20__, by lot, from and in the amount of the principal components of the 2005A Installment Payments applicable thereto and due and payable on such dates, at a redemption price equal to the sum of the principal amount of such Series 2005A Bond plus accrued interest thereon to the date of redemption, without premium, as indicated in the following table:

Mandatory Redemption Date (March 1)	Principal Component of 2005A Installment Payment

(ii) Series 2005A Bonds with a maturity date of March 1, 20__ are also subject to mandatory redemption prior to their stated maturity in part on March 1 of each year on and after March 1, 20__, by lot, from and in the amount of the principal components of the 2005A Installment Payments applicable thereto and due and payable on such dates, at a redemption price equal to the sum of the principal amount of such Series 2005A Bond plus accrued interest thereon to the date of redemption, without premium, as indicated in the following table:

Mandatory Redemption Date (March 1)	Principal Component of 2005A Installment Payment

Upon any redemption of Series 2005A Bonds pursuant to Section 4.01 or Section 12.08(a) hereof, an amount equal to the aggregate principal amount of Series 2005A Bonds so redeemed shall be credited towards a part or all of any one or more annual mandatory sinking fund redemptions required by this Section 12.08(b), as directed in writing by the Authority, provided that such direction is received by the Trustee at least seventy-five (75) days before the date of such mandatory sinking fund redemption. Any such direction shall state the years in which and the amounts by which such mandatory sinking fund redemptions are to be reduced. The portion of any such mandatory sinking fund redemption remaining after the deduction of any such amounts credited toward the same (or the original amount of any such mandatory sinking fund redemption if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such mandatory sinking fund redemption for the purpose of the calculation of principal payments due on any future mandatory sinking fund redemption date.

SECTION 12.09. Selection of Series 2005A Bonds for Redemption. Whenever less than all the Outstanding Series 2005A Bonds of any one maturity are to be redeemed on any one date, the Trustee shall select the Series 2005A Bonds of such maturity to be redeemed in whole or in part from the Outstanding Series 2005A Bonds of such maturity by lot, and the Trustee shall

promptly notify the Authority and the District in writing of the numbers of the Series 2005A Bonds so selected for redemption in whole or in part on such date.

SECTION 12.10. Tax Covenants.

(a) In furtherance of the tax covenants of Section 6.04, the Authority and the District covenant that they will each comply with the provisions of the Series 2005A Tax Certificate, which is incorporated herein as if fully set forth herein. These covenants shall survive payment in full or defeasance of the Series 2005A Bonds.

(b) The Trustee shall establish a special account within the Rebate Fund designated the "Series 2005A Rebate Account" (the "Series 2005A Rebate Account"). All amounts at any time on deposit in the Series 2005A Rebate Account shall be held by the Trustee in trust, to the extent required to satisfy the requirement to make rebate payments to the United States (the "Series 2005A Rebate Requirement") pursuant to Section 148 of the Code and the Treasury Regulations promulgated thereunder (the "Treasury Regulations"). Such amounts shall be free and clear of any lien under the Indenture and shall be governed by this Section 12.10 and by the Series 2005A Tax Certificate. The Trustee shall be deemed conclusively to have complied with the Series 2005A Rebate Requirement if it follows the directions of the District, and shall have no independent responsibility to, or liability resulting from its failure to, enforce compliance by the District with the Series 2005A Rebate Requirement.

(c) Within 45 days of the end of each Bond Year (as such term is defined in the Series 2005A Tax Certificate), (1) the District shall calculate or cause to be calculated with respect to the Series 2005A Bonds the amount that would be considered the "rebate amount" within the meaning of Section 1.148-3 of the Treasury Regulations, using as the "computation date" for this purpose the end of such Bond Year, and (2) upon the District's written direction, the Trustee shall deposit to the Series 2005A Rebate Account from deposits from the District, if and to the extent required, amounts sufficient to cause the balance in the Series 2005A Rebate Account to be equal to the "rebate amount" so calculated.

(d) The Trustee shall not be required to deposit any amount to the Series 2005A Rebate Account in accordance with subsection (c) of this Section if the amount on deposit in the Series 2005A Rebate Account prior to the deposit required to be made under subsections (c) and (e) of this Section equals or exceeds the "rebate amount" calculated in accordance with the preceding sentence. Such excess may be withdrawn from the Series 2005A Rebate Account to the extent permitted under subsection (j) of this Section.

(e) The District shall not be required to calculate the "rebate amount," and the Trustee shall not be required to deposit any amount to the Series 2005A Rebate Account in accordance with subsection (c) of this Section, with respect to all or a portion of the proceeds of the Series 2005A Bonds (including amounts treated as proceeds of the Series 2005A Bonds) (1) to the extent such proceeds satisfy the expenditure requirements of Section 148(f)(4)(B) or Section 148(f)(4)(C) of the Code or Section 1.148-7(d) of the Treasury Regulations, whichever is applicable, and otherwise qualify for the exception to the Series 2005A Rebate Requirement pursuant to whichever of said sections is applicable, (2) to the extent such proceeds are subject to an election by the Authority under Section 148(f)(4)(C)(vii) of the Code to pay a 1½% penalty in

lieu of arbitrage rebate in the event any of the percentage expenditure requirements of Section 148(f)(4)(C) are not satisfied, or (3) to the extent such proceeds qualify for the exception to arbitrage rebate under Section 148(f)(4)(A)(ii) of the Code for amounts in a "bona fide debt service fund." In such event, and with respect to such amounts, the District shall provide written direction to the Trustee that the Trustee shall not be required to deposit any amount to the Series 2005A Rebate Account in accordance with subsection (c) of this Section.

(f) Any funds remaining in the Series 2005A Rebate Account after redemption of all the Series 2005A Bonds and any amounts described in clause (2) of subsection (k) of this Section 12.10, or provision made therefor satisfactory to the Trustee, including accrued interest and payment of any applicable fees to the Trustee, shall be withdrawn by the Trustee and remitted to the District.

(g) Upon the Authority's or the District's written direction, but subject to the exceptions contained in subsection (e) of this Section to the requirement to calculate the "rebate amount" and make deposits to the Series 2005A Rebate Account, the Trustee shall pay to the United States, from amounts on deposit in the Series 2005A Rebate Account, (1) not later than 60 days after the end of (i) the fifth Bond Year, and (ii) each fifth Bond Year thereafter, an amount that, together with all previous rebate payments, is equal to at least 90% of the "rebate amount" calculated as of the end of such Bond Year in accordance with Section 1.148-3 of the Treasury Regulations; and (2) not later than 60 days after the payment of all Series 2005A Bonds, an amount equal to 100% of the "rebate amount" calculated as of the date of such payment (and any income attributable to the "rebate amount" determined to be due and payable) in accordance with Section 1.148-3 of the Treasury Regulations.

(h) Each payment required to be made pursuant to subsection (g) of this Section shall be made to the Internal Revenue Service Center, Ogden, Utah 84201 on or before the date on which such payment is due, and shall be accompanied by Internal Revenue Service Form 8038-T, which shall be completed by or on behalf of the Authority and provided to the Trustee.

(i) In the event that, prior to the time any payment is required to be made from the Series 2005A Rebate Account, the amount in the Series 2005A Rebate Account is not sufficient to make such payment when such payment is due, the District shall calculate the amount of such deficiency and direct the Trustee in writing to deposit an amount received from the District equal to such deficiency into the Series 2005A Rebate Account prior to the time such payment is due.

(j) In the event that immediately following the calculation required by subsection (c) of this Section, but prior to any deposit made under said subsections, the amount on deposit in the Series 2005A Rebate Account exceeds the "rebate amount" calculated in accordance with said subsection, upon written instructions from the District, the Trustee shall withdraw the excess from the Series 2005A Rebate Account and credit such excess to the Series 2005A Installment Payment Account of the Installment Payment Fund.

(k) The Authority and the District shall retain records of all determinations made hereunder until six years after the complete retirement of the Series 2005A Bonds.

(l) Notwithstanding anything in this Indenture to the contrary, the Series 2005A Rebate Requirement shall survive the payment in full or defeasance of the Series 2005A Bonds.

(m) Notwithstanding any provision of this section or of Article IX, if the District shall provide to the Trustee an Opinion of Counsel that any specified action required under this Section is no longer required or that some further or different action is required to maintain the exclusion from gross income for federal income tax purposes of interest on the Series 2005A Bonds, the Trustee and the District may conclusively rely on such opinion in complying with the requirements of this section, and the covenants hereunder shall be deemed to be modified to that extent.

SECTION 12.11. Continuing Disclosure. The District and the Trustee each hereby covenant and agree that it will comply with and carry out all of the provisions of the Series 2005A Continuing Disclosure Agreement applicable to such party. Notwithstanding any other provision of the Indenture, failure of the District or the Trustee to comply with the Series 2005A Continuing Disclosure Agreement shall not be considered an Event of Default; however, the Trustee may (or at the written request of any Participating Underwriter (as defined in the Series 2005A Continuing Disclosure Agreement) or the Owners of at least 25% aggregate principal amount of Outstanding Series 2005A Bonds, shall, but only to the extent indemnified from any liability or expense, including fees and expenses of its attorneys) or any Owner or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or the Trustee, as the case may be, to comply with its obligations under this Section and under the Series 2005A Continuing Disclosure Agreement. For purposes of this Section, "Beneficial Owner" means any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2005A Bonds (including persons holding Series 2005A Bonds through nominees, depositories or other intermediaries).

SECTION 12.12. Amendments to Indenture. The Trustee shall establish a special account within the Rebate Fund designated the "Series 2003A Rebate Account" (the "Series 2003A Rebate Account"). The Trustee shall transfer all amounts in the Rebate Fund on the date of delivery of the Series 2005A Bonds to the Series 2003A Rebate Account. All references to the Rebate Fund in Sections 6.04(f) through (q) other than the first sentence of Section 6.04(f) of the Indenture shall mean the Series 2003A Rebate Account. The definition of the term "Rebate Requirement" is hereby deleted from Section 1.01. There is hereby added to Section 1.01 the following: "Series 2003A Rebate Requirement" shall have the meaning set forth for such term in Section 6.04. Every instance in the Original Indenture of the capitalized term Rebate Requirement is hereby replaced with the capitalized term "Series 2003A Rebate Requirement." All references to the capitalized term "Bonds" in Sections 6.04(f) through (q) are hereby replaced with the capitalized term "Series 2003A Bonds."

The Trustee shall establish a special account within the Installment Payment Fund designated the "Series 2003A Installment Payment Account" (the "Series 2003A Installment Payment Account"). The Trustee shall transfer all amounts (other that proceeds of the Series 2005A Bonds) in the Installment Payment Fund on the date of delivery of the Series 2005A Bonds to the Series 2003A Installment Payment Account. The Trustee shall establish a special account within the Installment Payment Fund designated the "Series _____ Installment Payment

Account" (with appropriate additional designation as may be determined by the Authority) for each series of Additional Bonds. For purposes of any transfer of amounts to or from the Installment Payment Fund provided under this Indenture, the Trustee shall make such transfers to or from the account or accounts within the Installment Payment Fund for the series of Bonds to which such transfer relates or as otherwise shall be designated by the Authority; provided the foregoing shall not limit the obligation to make such transfers from any accounts within the Installment Payment Fund should sufficient amounts not be available in the accounts designated by the Authority.

SECTION 12.13. Terms of Series 2005A Bonds Subject to the Indenture. Except as in this First Supplemental Indenture expressly provided, every term and condition contained in the Original Indenture shall apply to this First Supplemental Indenture and to the Series 2005A Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this First Supplemental Indenture.

SECTION 12.14. Article and Section Headings, Gender and References. The headings or titles of the several articles and sections hereof and the table of contents appended hereto shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof, and words of any gender shall be deemed and construed to include all genders. All references herein to "Articles," "Sections" and other subdivisions or clauses are to the corresponding articles, sections in the Indenture and this First Supplemental Indenture; subdivisions or clauses hereof; and the words "hereby," "herein," "hereof," "hereto," "herewith," "hereunder" and other words of similar import refer to the Indenture as a whole and not to any particular article, section, subdivision or clause thereof.

SECTION 12.15. California Law. This First Supplemental Indenture shall be construed and governed in accordance with the laws of the State of California.

SECTION 12.16. Series 2005A Bond Insurer Provisions. [To come, if applicable]

SECTION 12.17. Execution in Counterparts. The First Supplemental Indenture may be executed and entered into in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

SECTION 12.18. Effective Date. The Indenture shall become effective upon its execution and delivery.

IN WITNESS WHEREOF, the parties hereto have executed and entered into the First Supplemental Indenture by their officers thereunto duly authorized as of the day and year first above written.

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By _____
Chair

ATTEST:
Secretary

By _____
Deputy Secretary

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By _____
Chair

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

By _____
Deputy

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

By _____
Authorized Officer

EXHIBIT A

[FORM OF SERIES 2005A BOND]

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Los Angeles County Public Works Financing Authority or its agent for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof Cede & Co., has an interest herein.

R-____ $_____

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REVENUE BONDS
(LOS ANGELES COUNTY FLOOD CONTROL DISTRICT) SERIES 2005A

DATED DATE	MATURITY	INTEREST RATE	CUSIP
_____, 2005	March 1, 20___	_____%	_____

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

THE LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint exercise of powers authority and a public entity of the State of California (the "Authority"), for value received, hereby promises to pay (but only out of the Installment Payments and the other amounts pledged therefor under the Indenture (as hereinafter defined)) to the registered owner (the "Owner") identified above or registered assigns, on the maturity date set forth above, the principal amount set forth above and to pay (but only out of the Installment Payments and the other funds pledged therefor under the Indenture) interest on the balance of said principal amount from time to time remaining unpaid until payment of said principal amount has been made or duly provided for on the due date thereof, at the rates and on the dates determined as described herein and in the Indenture, except as the provisions hereinafter set forth with respect to redemption or acceleration prior to maturity may become applicable hereto. Capitalized terms used but not defined herein shall have the meanings set forth ascribed to such terms in the Indenture.

The registered Owner of this Bond is entitled to receive, subject to the terms of the Indenture and any right of redemption prior thereto hereinafter provided for, on the maturity date set forth above, upon surrender of this Bond on such maturity date or on the date of redemption prior thereto at the office of the Trustee (as hereinafter defined), the principal sum set forth above, and to receive interest on such principal at the rate per annum specified above on each March 1 and September 1, commencing _____ 1, 20__ (the "Interest Payment Dates"). The registered owner of this Bond as shown in the registration books maintained by the Trustee on the Record Date next preceding each Interest Payment Date is entitled to receive such registered owner's accrued interest from the Interest Payment Date next preceding the date of authentication hereof by the Trustee (unless such date of authentication is on or after the sixteenth (16th) day of the month next preceding an Interest Payment Date, in which case from such Interest Payment Date, or unless such date of execution is on or prior to _____ 15, 2005, in which case from _____, 2005) to such maturity date or the date of redemption prior thereto, whichever is earlier, by check mailed by first class mail on such dates to such registered owner (except that in the case of a registered owner of one million dollars ($1,000,000) or greater in principal amount of outstanding Bonds, such payment may, at such registered owner's written request, be made by wire transfer of immediately available funds in accordance with instructions provided by such registered owner). All such amounts are payable in lawful money of the United States of America.

This Bond is one of the duly authorized Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District) Series 2005A in the initial aggregate principal amount of $_____ (the "Series 2005A Bonds") which have been issued under and pursuant to the terms of an Indenture (the "Original Indenture") dated as of January 1, 2003, by and among The Bank of New York Trust Company, N.A., as successor to BNY Western Trust Company (the "Trustee"), the Authority and the Los Angeles County Flood Control District (the "District") as supplemented by the First Supplemental Indenture dated as of June 1, 2005 (the "First Supplemental Indenture"), by and among the Trustee, the Authority and the District. The Original Indenture as supplemented by the First Supplemental Indenture is referred to herein as the "Indenture." The Series 2005A Bonds and any Additional Bonds issued pursuant to the Indenture are referred to herein as the "Bonds." Copies of the Indenture are on file at the office of the Trustee, and reference is hereby made to the Indenture and to any and all amendments thereof and supplements thereto for a description of the agreements, conditions, covenants and terms securing the Bonds, for the nature, extent and manner of enforcement of such agreements, conditions, covenants and terms, for the rights and remedies of the registered owners of the Bonds with respect thereto and for the other agreements, conditions, covenants and terms upon which the Bonds are issued thereunder.

To the extent and in the manner permitted by the terms of the Indenture, the provisions of the Indenture may be amended or supplemented by the parties thereto, but no such amendment or supplement shall (1) reduce the rate of interest borne hereby or extend the time of payment thereof or reduce the amount of principal amount hereof or extend the maturity date hereof without the prior written consent of the registered owner hereof, or (2) reduce the percentage of registered Owners of Bonds whose consent is required for the execution of certain amendments of or supplements to the Indenture, or (3) modify any rights or obligations of the Trustee without its prior written consent thereto.

The Series 2005A Bonds are authorized to be issued in the form of fully registered Bonds in denominations of $5,000 or any integral multiple thereof.

This Series 2005A Bond is transferable or exchangeable by the registered owner hereof, in person or by his attorney duly authorized in writing, at the office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender of this Series 2005A Bond for cancellation accompanied by delivery of a duly executed written instrument of transfer or exchange, a new Series 2005A Bond or Series 2005A Bonds of authorized denominations of the same maturity date equal to the principal amount hereof will be authenticated and delivered by the Trustee to the registered owner thereof in exchange or transfer herefore. The Trustee may treat the registered owner hereof as the absolute owner hereof for all purposes, whether or not this Series 2005A Bond shall be overdue, and the Trustee shall not be affected by any knowledge or notice to the contrary; and payment of the interest on and principal of this Series 2005A Bond shall be made only to such registered owner as above provided, which payments shall be valid and effectual to satisfy and discharge the liability under this Series 2005A Bond to the extent of the sum or sums so paid.

The Bonds are subject to redemption prior to their respective maturity dates, upon notice as hereinafter provided, as a whole or in part by lot within each maturity date in integral multiples of five thousand dollars ($5,000) in such order of maturity as shall be selected by the District on any date, from payments made by the District from the Net Proceeds (as that term is defined in the Indenture) or any award under eminent domain proceedings with respect to the Property (as that term is defined in the Indenture) or from proceeds of any insurance, including the proceeds of any self-insurance, received on account of any damage or destruction of the Property or a portion thereof, under the circumstances and upon the conditions and terms prescribed in the Indenture, at a redemption price equal to the sum of the principal amount of the Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

The Series 2005A Bonds maturing on or after March 1, 2016, are subject to optional redemption by the District prior to their respective maturity dates, upon notice as hereinafter provided, as a whole or in part by lot within each maturity date in integral multiples of $5,000 in such order of maturity as shall be selected by the District and designated in writing to the Trustee on any date on or after March 1, 2015, from any source of available funds, at a redemption price equal to the sum of the principal amount of the Series 2005A Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

[Mandatory sinking fund redemption previsions to be inserted as needed.]

As provided in the Indenture, notice of redemption hereof or of any part hereof shall be mailed, first class postage prepaid, not less than thirty (30) nor more than sixty (60) days before the redemption date, to the registered owner of this Bond at the address which appears in the registration books maintained by the Trustee, and to those securities depositories and securities information services selected by the District in accordance with the Indenture; provided, that receipt of any such notice shall not be a condition precedent to the effect of such notice and neither failure to receive any such notice nor any immaterial defect contained therein shall affect the sufficiency or validity of the proceedings for the redemption of this Bond or such part

thereof. If this Bond or such part thereof is called for redemption and notice of such redemption is duly given as aforesaid and payment is duly provided therefor as specified in the Indenture, the interest thereon or by such part shall cease to accrue from and after the date fixed for such redemption.

The Bonds enjoy the benefits of a security interest in the moneys held in the accounts and funds established pursuant to the Indenture (except for moneys held in the Rebate Fund established pursuant to the Indenture), subject to the provisions of the Indenture permitting the disbursement thereof for or to the purposes and on the conditions and terms set forth therein. The obligation of the District to make the Installment Payments does not constitute a debt of the District or the State of California or any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction, and does not constitute an obligation for which the District is obligated to levy any form of taxation or for which the District has levied any form of taxation.

The Trustee has no obligation or liability to the registered owners of the Bonds for the payment of the interest on or principal of the Bonds out of its own funds; but rather the Trustee's sole obligations are those stated in the Indenture. The Authority has no obligation or liability whatsoever to the registered owners of the Bonds. The Trustee has authenticate this Bond solely in its capacity as Trustee under the Indenture and is not in its individual or personal capacity. The Trustee is not responsible for the accuracy of the recitals of fact herein.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Bond do exist, have happened and have been performed in due time, form and manner as required by the Act and by the Constitution and statutes of the State of California and that the amount of this Bond, together with all other indebtedness of the Authority, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the Authority has caused this Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Chair and attested by the manual or facsimile signature of its Treasurer.

LOS ANGELES COUNTY PUBLIC
FACILITIES FINANCING AUTHORITY

By: _____
Chair

Attest:

_____
Treasurer

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds delivered pursuant to the within-mentioned Indenture.

Date of Authentication: _____, 2005

THE BANK OF NEW YORK TRUST COMPANY, N.A., as Trustee

By _____
Authorized Officer

[TO COME, IF APPLICABLE]

STATEMENT OF INSURANCE

[FORM OF ASSIGNMENT]

For value received, the undersigned do(es) hereby sell, assign and transfer unto the within Bond and do(es) hereby irrevocably constitute and appoint attorney to transfer such Bond on the register of the Trustee, with full power of substitution in the premises.

Dated:

SIGNATURE GUARANTEED BY:

_____

_____

Note: The signature(s) to this Assignment must correspond with the name(s) as written on the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever, and the signature(s) guarantee should be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or signature(s) guarantee must be made by an eligible guarantor institution (banks, stockbrokers, savings and loans association and credit unions with membership in an approved Signature Medallion program) pursuant to Securities and Exchange Commission Rule 17AD-15.

Social Security Number, Taxpayer Identification Number or other Identifying Number of Assignee:

_____

2005A SUPPLEMENT TO

INSTALLMENT PURCHASE AGREEMENT

Dated as of June 1, 2005

by and between

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,
as Purchaser

and

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY,
as Seller

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2005A SUPPLEMENT TO INSTALLMENT PURCHASE AGREEMENT

This 2005A SUPPLEMENT TO INSTALLMENT PURCHASE AGREEMENT, dated as of June 1, 2005 (the "2005A Supplement"), is entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a flood control district duly organized and existing under and by virtue of the laws of the State of California (the "District"), and the LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority");

W I T N E S S E T H:

WHEREAS, the District proposes to acquire, construct and equip the 2005A Project (as defined herein);

WHEREAS, the Authority has agreed to assist the District in the financing of the 2005A Project;

WHEREAS, the District is authorized by the Los Angeles County Flood Control District Act (California Water Code, Chapter 28) (the "Law") to acquire or contract to acquire property and to contract to construct any and all works or improvements within or without the District necessary or proper to carry out any of the objects or purposes of the Law;

WHEREAS, the Authority and the District have entered into that certain Installment Purchase Agreement, dated as of January 1, 2003 (the "Original Installment Purchase Agreement");

WHEREAS, the Authority proposes to sell the 2005A Project to the District and the District desires to purchase the 2005A Project from the Authority upon the terms and conditions set forth herein;

WHEREAS, the District and the Authority have duly authorized the execution of this 2005A Supplement amending and supplementing the Original Installment Purchase Agreement (as so amended and supplemented the "Installment Purchase Agreement");

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and delivery of this 2005A Supplement do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this 2005A Supplement;

NOW, THEREFORE, IN CONSIDERATION OF THESE PREMISES AND OF THE MUTUAL AGREEMENTS AND COVENANTS CONTAINED HEREIN AND FOR OTHER VALUABLE CONSIDERATION, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE X

SECTION 10.01. Definitions. Unless the context otherwise requires, the terms defined in this section shall for all purposes hereof, of the Installment Purchase Agreement, this 2005A Supplement and of any amendment thereof or supplement thereto and of any report or other document mentioned herein or therein have the meanings defined herein, the following definitions to be equally applicable to both the singular and plural forms of any of the terms defined herein:

(a) "2005A Installment Payments" means the installment payments payable with respect to the Series 2005A Bonds set forth in Exhibit C to the 2005A Supplement which payments shall be Installment Payments.

(b) "2005A Project" means those certain additions, betterments, extensions and improvements to the District's property set forth in Exhibit B to the 2005A Supplement and which shall be part of the Project and the Property.

(c) "2005A Supplement" shall mean this 2005A Supplement to Installment Purchase Agreement, dated as of _____ 1, 2005, by and between the District and the Authority.

SECTION 10.02. Representations and Warranties by the District. The District makes the following representations:

(a) The District is a flood control district duly organized and existing under and by virtue of the laws of the State of California.

(b) The District has full legal right, power and authority to enter into this 2005A Supplement and carry out its obligations hereunder, to carry out and consummate all other transactions contemplated by this 2005A Supplement, and the District has complied with the provisions of the Law in all matters relating to such transactions.

(c) By proper action, the District has duly authorized the execution, delivery and due performance of this 2005A Supplement.

(d) The District will not take or, to the extent within its power, permit any action to be taken which results in the interest paid for the installment purchase of the Property under the terms of the Installment Purchase Agreement being included in the gross income of the owners of the Bonds for purposes of federal or State of California income taxation.

(e) The District has determined that it is necessary and proper for District uses and purposes within the terms of the Law that the District acquire, design, construct, improve and install the 2005A Project in the manner provided for in the Installment Purchase Agreement.

SECTION 10.03. Representations and Warranties by the Authority. The Authority makes the following representations and warranties:

(a) The Authority is a joint powers authority duly organized and existing under the laws of the State of California, has full legal right, power and authority to enter into this 2005A Supplement and to carry out and consummate all transactions contemplated by this 2005A Supplement and by proper action has duly authorized the execution and delivery and due performance of this 2005A Supplement.

(b) The execution and delivery of this 2005A Supplement and the consummation of the transactions herein contemplated will not violate any provision of law, any order of any court or other agency of government, or any indenture, material agreement or other instrument to which the Authority is now a party or by which it or any of its properties or assets is bound, or be in conflict with, result in a breach of or constitute a default (with due notice or the passage of time or both) under any such indenture, agreement or other instrument, or result in the creation or imposition of any prohibited lien, charge or encumbrance of any nature whatsoever upon any of the properties or assets of the Authority.

(c) The Authority will not take or permit any action to be taken which results in interest paid for the installment purchase of the Property under the terms of the Installment Purchase Agreement being included in the gross income of the owners of the Bonds for purposes of federal or State of California income taxation.

SECTION 10.04. Purchase and Sale of the 2005A Project. The District agrees to sell to the Authority and the Authority agrees to purchase from the District, the 2005A Project at the purchase price of $_____ and otherwise in the manner and in accordance with the provisions of the Installment Purchase Agreement. The Authority agrees to sell to the District and the District agrees to purchase from the Authority, the 2005A Project at the purchase price set forth in Section 10.06 (payable in installments in accordance with Section 10.07) and otherwise in the manner and in accordance with the provisions of the Installment Purchase Agreement. The District and the Authority acknowledge that the Property was purchased by the District from the Authority pursuant to the Installment Purchase Agreement and that the Property includes the 2005A Project.

SECTION 10.05. Acquisition, Design, Construction, Improvement and Installation of the 2005A Project. The Authority hereby agrees to cause the 2005A Project to be acquired, designed, constructed, improved and installed by the District or its designee as its agent. The District shall enter into contracts and, as agent for the Authority, provide for the complete acquisition, design, construction, improvement and installation of the 2005A Project. The District hereby agrees that it will cause the acquisition, design, construction, improvement and installation of the 2005A Project to be diligently performed after the deposit of funds with the Trustee pursuant to Section 12.07 of the Indenture. It is hereby expressly understood and agreed that the Authority shall be under no liability of any kind or character whatsoever for the payment of any cost of the 2005A Project in excess of the amount deposited in the Construction Fund and that all such excess costs and expenses shall be paid by the District, regardless of whether the funds deposited in the Construction Fund are sufficient to cover all such costs and expenses.

SECTION 10.06. Purchase Price.

(a) The purchase price to be paid by the District to the Authority is the sum of the principal amount of the District's obligations under this 2005A Supplement plus the interest to accrue on the unpaid balance of such principal amount from the effective date over the term of this 2005A Supplement, subject to prepayment as provided in Article VI and Section 10.10.

(b) The principal amount of the payments to be made by the District under this 2005A Supplement is $_____.

(c) The interest to accrue on the unpaid balance of such principal amount is as specified in Section 10.07 and Exhibit C, and shall be paid by the District as and constitute interest paid on the principal amount of the District's obligations hereunder.

SECTION 10.07. Installment Payments. The District shall, subject to any rights of prepayment provided in Article VI and Section 10.10, pay the Authority the purchase price set forth in Section 10.06, without offset or deduction of any kind, in installment payments with interest and principal thereon, the interest components being due semiannually on the Interest Payment Dates and the principal components being due annually on March 1 in accordance with Exhibit C.

SECTION 10.08. Use of Proceeds of Series 2005A Bonds. The District and the Authority agree that the proceeds of the Series 2005A Bonds in an amount associated with the principal components of the Installment Payments payable under this 2005A Supplement will be used by the District, as agent for the Authority, to finance the acquisition, design, construction, improvement and installation of the 2005A Project and to make a deposit to the Costs of Issuance Fund under the Indenture.

SECTION 10.09. Tax Covenants. The District and the Authority hereby covenant that it shall comply with the covenants and agreements set forth in Section 12.10 of the Indenture as if such provisions were set forth at length herein.

SECTION 10.10. Prepay.

(a) Optional Prepayment. The District may prepay, from any source of available funds, all or any portion of the principal components of the unpaid 2005A Installment Payments becoming due on or after March 1, 2016, as a whole or in part (in integral multiples of $5,000) in such order of payment dates as shall be selected by the District, on any date on or after March 1, 2015, at the prepayment price of the principal amount represented by the principal components of 2005A Installment Payments to be prepaid, without premium, together with accrued interest to the date of prepayment.

(b) Mandatory Sinking Fund Prepayment.

(i) The District shall prepay, from any source of available funds, a portion of the principal components of the unpaid 2005A Installment Payments becoming due on March 1, 20___, in part on March 1 of each year on and after March 1, 20__ at the prepayment price of the principal amount represented by the principal components of 2005A Installment Payments to be prepaid, without premium, together with accrued interest to the date of prepayment, as indicated in the following table:

Mandatory Sinking Fund Prepayment Date (March 1)	Principal Component of Series 2005A Installment Payment

(ii) The District shall prepay, from any source of available funds, a portion of the principal components of the unpaid 2005A Installment Payments becoming due on March 1, 20___, in part on March 1 of each year on and after March 1, 20__ at the prepayment price of the principal amount represented by the principal components of 2005A Installment Payments to be prepaid, without premium, together with accrued interest to the date of prepayment, as indicated in the following table:

Mandatory Sinking Fund Prepayment Date (March 1)	Principal Component of Series 2005A Installment Payment

Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the purchase price set forth in Section 10.06 shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

SECTION 10.11. Method of Prepayment. Before making any prepayment pursuant to Section 10.10, the District shall give written notice to the Authority and the Trustee describing such event and specifying the date on which the prepayment will be paid, which date shall be not less than thirty (30) nor more than seventy-five (75) days from the date such notice is given.

SECTION 10.12. Amendments to Original Installment Purchase Agreement.

(a) Section 6.01(b) of the Original Installment Purchase Agreement is hereby amended by deleting such Section 6.01(b) in its entirety and in its place inserting the following:

> (b) The District may prepay, from any source of available funds, all or any portion of the principal components of the unpaid Installment Payments payable with respect to the Series 2003A Bonds set forth in Exhibit C hereto becoming due on or after March 1, 2014, as a whole or in part (in integral multiples of $5,000) in such order of payment dates as shall be selected by the District, on any date on or after March 1, 2013, at the prepayment price of the principal amount represented by the principal components of such Installment Payments to be prepaid, together with accrued interest to the date of prepayment.
>
> Notwithstanding any such prepayment, the District shall not be relieved of its obligations hereunder, including its obligations under Article IV, until the Purchase Price shall have been fully paid (or provision for payment thereof shall have been provided to the written satisfaction of the Authority).

(b) Exhibit B of the Original Installment Purchase Agreement is hereby amended by inserting at the end thereof the provisions set forth in Exhibit B to this 2005A Supplement.

(c) Exhibit C of the Original Installment Purchase Agreement is hereby amended by inserting at the end thereof the provisions set forth in Exhibit C to this 2005A Supplement.

SECTION 10.13. Original Installment Purchase Agreement Ratified. Except as otherwise expressly provided herein, the Original Installment Purchase Agreement is, and shall continue to be, in full force and effect and are hereby ratified and confirmed in all respects, except that on and after the execution and delivery of this 2005A Supplement all references in the Original Installment Purchase Agreement to "this Installment Purchase Agreement", "hereto", "hereof", "hereunder" or words of like import referring to the Original Installment Purchase Agreement shall mean the Original Installment Purchase Agreement as amended and supplemented by this 2005A Supplement.

SECTION 10.14. California Law. The 2005A Supplement shall be construed and governed in accordance with the laws of the State of California.

SECTION 10.15. Execution in Counterparts. This 2005A Supplement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this 2005A Supplement by their officers thereunto duly authorized as of the day and year first written above.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By_____
Chair

Attest:
VIOLET VARONA-LUKENS
Executive Officer-Clerk of the Board

By _____
Deputy

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By_____
Chair

Attest:
Secretary

By _____
Deputy Secretary

EXHIBIT B

DESCRIPTION OF THE 2005A PROJECT

The 2005A Project is composed of the following improvements to the District's facilities:

The design, renovation, improvement and seismic retrofitting of the District's headquarters building located at 900 South Fremont Avenue, Alhambra, California.

EXHIBIT C

INSTALLMENT PAYMENT SCHEDULE

Los Angeles County Public Works Financing Authority
Revenue Bonds
(Los Angeles County Flood Control District) Series 2005A

Dated Date _____, 2005
Delivery Date _____, 2005

Payment Date	Principal	Semiannual Interest	Total Payment

OFFICIAL NOTICE INVITING BIDS
$25,000,000*
LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
REVENUE BONDS (LOS ANGELES COUNTY FLOOD CONTROL DISTRICT)
SERIES 2005A

NOTICE IS HEREBY GIVEN that electronic bids for the purchase of $25,000,000* par value Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Series 2005A Bonds") will be received only through Parity® ("Parity"). Bids may be submitted electronically via Parity pursuant to this Official Notice Inviting Bids (this "Notice Inviting Bids"), but no bid will be received after the time for receiving bids specified below. To the extent any instructions of directions set forth in Parity conflict with this Notice Inviting Bids, the terms of this Notice Inviting Bids shall control. For further information about Parity, potential bidders may contact Public Resources Advisory Group (the "Financial Advisor") at (310) 477-8487 or Parity at (212) 849-5021. The bids will be received at the place and up to the time described below under the captions "TIME" and "SUBMISSION OF BIDS."

TIME: Beginning at 8:30 a.m. California time and ending at 9:00 a.m. California time on [June 7], 2005 (subject to the provisions described below under the caption "Submission of Bids"), or at such later date and/or other time as shall be established by the Los Angeles County Public Works Financing Authority (the "Authority") and communicated through Thompson Municipal News. If no legal bid or bids are received for the Series 2005A Bonds on _____, 2005 or if the sale date and/or time is postponed or rescheduled (or if no bids are received or the sale date is postponed to such other date as is communicated by Thompson Municipal News), bids will be received at the same time and manner specified on such other date as shall be designated by the Authority and communicated through Parity. Prospective bidders are urged to watch Thompson Municipal News for any change in the terms of the sale or the date and time for the receipt of bids.

SUBMISSION OF BIDS: All bids must be submitted only through Parity. No other provider of interest bidding services and no other means of delivery (i.e., telephone, telefax or physical delivery) will be accepted. The bids for such Series 2005A Bonds must be submitted by 9:00 A.M., California time, on [June 7],2005.

Only NASD registered broker-dealer and dealer banks with DTC clearing arrangements will be eligible to bid. The use of Parity shall be at the bidder's risk, and neither the Authority, the Los Angeles County Flood Control District (the "District"), the Financial Advisor nor Sidley Austin Brown & Wood LLP, Bond Counsel, shall be responsible for, and each bidder expressly assumes the risk of, any incomplete, inaccurate or untimely bid submitted by such bidder, including, without limitation, incomplete, inaccurate or untimely bids caused by reason of garbled transmissions, mechanical failure, slow or engaged telephone or telecommunications lines or any other cause. The Authority is not bound by an advice and determination of Parity to

* Preliminary, subject to change.

the effect that any particular bid complies with the terms of this Notice Inviting Bids. All costs and expenses incurred by prospective bidders in connection with their submission of bids through Parity are the sole responsibility of the bidders and the Authority is not responsible for any of such costs or expenses.

Each bidder shall be solely responsible to make necessary arrangements to access Parity for purposes of submitting its bid in a timely manner and in compliance with this Notice Inviting Bids. Neither the Authority nor i-Deal LLC shall have any duty or obligation to undertake such registration to bid for any prospective bidder or to provide or assure such access to any qualified prospective bidder, and neither the Authority nor i-Deal LLC shall be responsible for a bidder's failure to register to bid or for proper operation of, or have any liability for any delays or interruptions of, or any damages caused by, Parity. The Authority is using Parity as a communication mechanism, and not as an agent, to conduct the electronic bidding for the Bonds. Each bidder submitting a bid understands and agrees by doing so that it is solely responsible for all arrangements with Parity, and that Parity is not acting as an agent of the Authority or the District. Instructions and forms for submitting electronic bids must be obtained from Parity, and neither the Authority nor the District assumes any responsibility for ensuring or verifying bidder compliance with Parity's procedures. The Authority and the District shall be entitled to assume that any bid received via Parity has been made by a duly authorized agent of the bidder.

For purposes of the internet bidding process, the time as displayed on the Parity website shall constitute the official time. All bids shall be deemed to incorporate the provisions of this Notice Inviting Bids.

Once the bids are communicated electronically via Parity to the Authority as described above, each bid will constitute a bid for purchase of the Bonds and shall be deemed to be an irrevocable offer to purchase the Bonds on the terms provided in this Notice Inviting Bids.

AWARDING OF BIDS: The Authority and the District will take action awarding or rejecting all bids not later than twenty-four (24) hours after the expiration of the time herein prescribed for the receipt of bids. The highest bidder shall be the bidder submitting the best price for the Series 2005A Bonds, resulting in the lowest true interest cost as determined for the Authority by the Treasurer of the Authority, whose determination shall be binding and final absent manifest error. In case of tie bids, the awarding bidder will be determined by lot. In the event multiple bids are received from a single bidder, the District and the Authority shall accept the best of such bids, and each bidder agrees by submitting any bid to be bound by its best bid.

Changes in the amortization schedule made as described below will not affect the determination of the winning bidder or give the winning bidder any right to reject the Series 2005A Bonds.

RIGHT TO REJECT BIDS; WAIVE IRREGULARITIES: The Authority reserves the right to reject any and all bids and, to the extent permitted by law, to waive any irregularity or informality in any bid.

RIGHT TO MODIFY OR AMEND: The District and the Authority reserve the right to modify or amend this Notice Inviting Bids, however, such modifications amendments shall be

made not later than 9:00 a.m., California time, on the business day prior to the bid opening and communicated through Parity.

POSTPONEMENT; REJECTION OF BIDS: The District and Authority reserve the right to postpone, from time to time, the date established for receipt of bids. Any such postponement will be announced via Thompson Municipal News, not later than 9:00 a.m., California time, on the last business day prior to any announced date for receipt of bids. If any date fixed for the receipt of bids and the sale of the Series 2005A Bonds is postponed, any alternative sale date will be announced via Thompson Municipal News, at least twenty-four (24) hours prior to such alternative sale date. In addition, the District and the Authority reserve the right, on the date established for the receipt of bids, to reject all bids and establish a subsequent date on which bids for purchase of the Series 2005A Bonds will again be received. If all bids are rejected and a subsequent date for receipt of bids is established, notice of the subsequent sale date will be announced via Thompson Municipal News at least twenty-four (24) hours prior to such subsequent sale date. On any such alternative or subsequent sale date, any bidder may submit a bid for the purchase of the Series 2005A Bonds in conformity in all respects with the provisions of this Notice Inviting Bids, except for the date of sale and except for the changes announced via Thompson Municipal News, at the time the sale date and time are announced.

AUTHORIZING LAW: The Series 2005A Bonds will be issued under and pursuant to resolutions of the District and the Authority and pursuant to Sections 6584 et seq. of the California Government Code.

PURPOSE OF THE ISSUE: The proceeds from the sale of the Series 2005A Bonds will be used to finance the acquisition, construction and equipping of certain capital improvements to the property of the District (the "2005A Project") and to pay for costs of issuance. The District will sell the 2005A Project to the Authority and the Authority will sell the 2005A Project back to the District pursuant to a 2005A Supplement to Installment Purchase Agreement, dated as of June 1, 2005, by and between the Authority and the District (the "2005A Supplement").

GENERAL TERMS OF THE SERIES 2005A BONDS: $25,000,000* aggregate principal amount Los Angeles Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District) Series 2005A in fully registered form in denominations of $5,000 and any integral multiple thereof. The Series 2005A Bonds will be dated their date of delivery. The interest at the rate of the Series 2005A Bonds may not exceed a true interest cost of 7.0%, payable on March 1 and September 1, commencing on _____ 1, 20__. Principal will be payable at maturity or upon redemption in lawful money of the United States of America upon presentation of each Series 2005A Bond at the principal corporate trust offices of The Bank of New York Trust Company, N.A., as Trustee (the "Trustee"), or at the principal corporate trust offices of any paying agent of the Authority. The Series 2005A Bonds shall bear interest at a rate or rates to be fixed upon the sale thereof. The Series 2005A Bonds shall mature as follows:

Maturing	Principal Amount*	Maturing	Principal Amount*
	$		$

Bidders are referred to the Preliminary Official Statement for definitions of terms and for further particulars, including further information regarding the District and the Series 2005A Bonds.

ADJUSTMENT OF PRINCIPAL AMOUNTS AND AMORTIZATION SCHEDULE: The principal amounts set forth in this Notice Inviting Bids reflect certain estimates of the Authority, the District and its Financial Advisor with respect to the likely interest rates of the winning bid and the premium/discount contained in the winning bid. The principal amortization schedule may be changed prior to the time bids are to be received and if adjustments are made, bidders must bid on the basis of the adjusted schedule. Such changes, if any, will be communicated via Thompson Municipal News, not later than 9:00 a.m., California time, on the business day prior to the bid opening.

After selecting the winning proposal, the amortization schedule may be adjusted as necessary in $5,000 increments to reflect the actual interest rates and any premium/discount in the winning bid.

Such Adjustments will not change the aggregate principal amount of the Series 2005A Bonds by more than ten percent (10%) or change the principal amount due on the Series 2005A Bonds in any year by more than the greater of [$125,000] and ten percent (10%). Any such adjustment will be communicated to the winning bidder within twenty-four (24) hours after acceptance of the bids and at the sole discretion of the Authority. The dollar amount bid for the Series 2005A Bonds by the successful bidder will be adjusted to reflect any adjustments in the amortization schedules. Any such adjustments will change the total (but not per bond) dollar amount of the underwriter's compensation provided in such bid. THE SUCCESSFUL BIDDER MAY NOT WITHDRAW ITS BID OR CHANGE THE INTEREST RATES BID OR ANY INITIAL REOFFERING PRICES AS A RESULT OF ANY CHANGES MADE TO THE PRINCIPAL AMOUNTS.

INTEREST RATES AND MINIMUM PAR BID: Bidders must bid to purchase all and not part of the Series 2005A Bonds. Each interest rate bid must be a multiple of 1/8 or 1/20 of 1%, and the interest rate may not exceed a true interest cost of 7.0%. No Series 2005A Bond shall bear more than one interest rate. Each Series 2005A Bond must bear interest at the rate specified in the bid from its dated date to its fixed maturity date or until redeemed. Bidders should assume a dated date and delivery date on the Series 2005A Bonds of [June 21], 2005. The bidder shall provide a calculation of the true interest cost which is considered informative only and not part of the bid. The aggregate purchase price shall not be less than ninety-eight

* Preliminary, subject to change.

percent (98%) and no more than one hundred and four percent (104%) of the principal amount of the Series 2005A Bonds.

BOOK-ENTRY FORM ONLY: The Series 2005A Bonds will be registered in the name of The Depository Trust Company, New York, New York ("DTC") or its nominee as registered owner of the Series 2005A Bonds. Transfer of principal and interest payments of DTC will be the responsibility of DTC, and transfer of principal and interest payments to the beneficial owners of the Series 2005A Bonds by participants of DTC will be the responsibility of such participants and other nominees of beneficial owners. The Authority will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by DTC, its participants or persons acting through such participants.

SECURITY; SPECIAL LIMITED OBLIGATIONS; PARITY OBLIGATIONS: The Series 2005A Bonds are secured pursuant to the Indenture by the Installment Payments received by the Authority pursuant to the Installment Purchase Agreement. In accordance with the provisions of the Indenture and the Installment Purchase Agreement, the District will be obligated to pay to the Authority Installment Payments in an amount equal to the semiannual debt service on the Series 2005A Bonds and the Los Angeles County Public Works Financing Authority Refunding Revenue Bonds (Los Angeles County Flood Control District) Series 2003A (the "Series 2003A Bonds" and together with the Series 2005A Bonds, the "Bonds") currently outstanding in the principal amount of $_____. The Series 2005A Bonds are secured by Installment Payments on a parity with the Series 2003A Bonds.

THE SERIES 2005A BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY AND PRINCIPAL AND INTEREST THEREON ARE PAYABLE SOLELY FROM THE INSTALLMENT PAYMENTS RECEIVED FROM THE DISTRICT BY THE AUTHORITY AS PROVIDED IN THE INDENTURE, AND THE AUTHORITY IS NOT OBLIGATED TO PAY SUCH PRINCIPAL OR INTEREST EXCEPT FROM THE INSTALLMENT PAYMENTS.

THE OBLIGATION OF THE DISTRICT TO MAKE THE INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM THE REVENUES AS PROVIDED IN THE INSTALLMENT PURCHASE AGREEMENT, AND DOES NOT CONSTITUTE A DEBT OF THE DISTRICT, THE AUTHORITY, THE COUNTY OF LOS ANGELES OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

REDEMPTION PRIOR TO MATURITY:

Optional Redemption. The Series 2005A Bonds maturing on or after March 1, 2016 are subject to optional redemption by the District prior to their respective maturity dates, upon notice as hereinafter provided, as a whole or in part by lot within each maturity in integral multiples of $5,000 of principal in such order of maturity as shall be selected by the District and designated in writing to the Trustee on any date on or after March 1, 2015, from any source of available funds, at a redemption price equal to the sum of the principal amount or such part thereof of the Series

2005A Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption, without premium.

Extraordinary Redemption. The Bonds are subject to redemption prior to their respective maturity dates, upon notice as hereinafter provided, as a whole or in part by lot within each maturity in integral multiples of $5,000 of principal in such order of maturity as shall be selected by the District on any date, from payments made by the District from the Net Proceeds received by the District under the circumstances and upon the conditions and terms prescribed herein and in the Installment Purchase Agreement, at a redemption price equal to the sum of the principal amount or such part thereof evidenced and represented by the Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption. Any bidder may, at its option, specify that one or more maturities of the Series 2005A Bonds will consist of term bonds which are subject to mandatory sinking fund payment in consecutive years immediately preceding the maturity thereof as designated in the bid of such bidder. In the event that the bid of the successful bidder specifies that any maturity of Series 2005A Bonds will be term bonds, such term bonds will be subject to mandatory sinking fund payment on March 1 as so designated in the bid, in the respective amounts for such years as set forth above under the heading "Maturities," at a redemption price equal to the principal amount thereof to be redeemed together with accrued interest thereon to the redemption date, without premium.

REOFFERING PRICE: The successful bidder within one (1) hour after being notified of the award of the Series 2005A Bonds will be required to advise the Authority of the initial public offering price of the Series 2005A Bonds. The successful bidder will also be required, prior to delivery of the Series 2005A Bonds, to furnish to the Authority a certificate acceptable to Bond Counsel stating that (i) the successful bidder has made a bona fide public offering of the Series 2005A Bonds to the public at initial offering prices not greater than the price shown on the cover of the Official Statement, and (ii) a substantial amount of the Series 2005A Bond were sold to purchasers thereof (not including bond houses and brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) at prices not greater than such offering prices.

LIST OF MEMBERS ACCOUNT: Bidders are requested to list on the bid form the names of the members of the account on whose behalf the bid is made. The apparent winning bidder will be required to verify such list or to provide an updated list via facsimile prior to the award of the Series 2005A Bonds.

SURETY BOND: A good faith deposit (a "Deposit") in the form of a financial surety bond ("Surety Bond") in the amount of $200,000 must accompany each bid as a guarantee that the bidder, if successful, will accept and pay for said Series 2005A Bonds in accordance with the terms of the bid. A Surety Bond must be from Sure-Bid or guaranteed by such other insurance company licensed to issue such a bond in the State of California acceptable to the District; and be payable to the order of the Los Angeles County Public Works Financing Authority to secure the Authority from any loss resulting from the failure of the bidder to comply with the terms of its bid. Each Surety Bond must identify the bidder whose Deposit is guaranteed by such Surety Bond.

If Series 2005A Bonds are awarded to a bidder using a Surety Bond, then such successful bidder is required to submit its Deposit to the Treasurer in the form of a wire transfer as instructed by the Authority or the Financial Advisor not later than 12:00 noon (California Time) on the next business day following the award. If such wire transfer is not received by that time, the Surety Bond may be drawn upon by the Authority to satisfy the Deposit requirement. The successful bidder's bid guarantee shall be retained by the Authority as liquidated damages in the event the successful bidder does not pay for the Series 2005A Bonds at delivery. However, the Authority or the District may seek to recover additional damages from the failure to pay for the Series 2005A Bonds if such damages result.

If a successful bidder completes its purchase of the Series 2005A Bonds on the terms stated in its proposal, its Deposit will be [applied to the purchase of the Series 2005A Bonds on the date of issuance of the Series 2005A Bonds]. Interest earned on the Deposit will accrue solely to the benefit of the District.

The Authority will determine the lowest responsible bidder as soon as possible following the opening of bids, but not to exceed twenty-four (24) hours after the receipt of all bids. The bid guarantee of an unsuccessful bidder will be returned upon such determination occurring.

OFFICIAL STATEMENT: The Authority and the District will have prepared and will make available a preliminary Official Statement which the Authority and the District will have deemed "final" for purposes of SEC Rule 15c2-12 (the "Rule"), prior to the time for receipt of proposals, although it is subject to revision, amendment and completion in a final Official Statement to be delivered in accordance with such Rule. The Authority will provide to the successful bidder such reasonable number of printed copies of the final Official Statement as such bidder may request no later than seven (7) business days after the sale of the Series 2005A Bonds is awarded. Up to 150 copies of the final Official Statement will be furnished without cost to the successful bidder and further copies, if desired, will be made available at the successful bidder's expense.

The Preliminary Official Statement will be furnished on or about [May 25], 2005, by Parity via electronic delivery and will also be available on their website:

www.newissuehome.i-deal.com

or by request made to the Financial Advisor at 11845 West Olympic Boulevard, Suite 640, Los Angeles, California 90064, phone: (310) 477-8487, fax: (310) 447-0105, e-mail: jgust@pragla.com.

CREDIT ENHANCEMENT: Bids will be accepted which are based upon the issuance of a municipal bond insurance policy from an insurer guaranteeing the scheduled payment of principal of and interest on some or all of the Series 2005A Bonds. If the successful bidder arranges municipal bond insurance for any Series 2005A Bonds, it does so at its own risk and expense, and the obligation of the successful bidder to pay for the Series 2005A Bonds may not be conditioned upon the issuance of a municipal bond insurance policy. The payment of any insurance premium and any additional fees charged by any rating agency for rating insured Series 2005A Bonds shall be the sole responsibility of the bidder.

DELIVERY AND PAYMENT: Delivery of the Series 2005A Bonds is expected to occur on or about [June 21], 2005. The successful bidder shall pay for the Series 2005A Bonds on the date of delivery in Los Angels in immediately available federal funds. Any expenses of providing federal funds shall be borne by the purchaser. Payment on the delivery date shall be made in an amount equal to the price bid for the Series 2005A Bonds.

CUSIP NUMBERS: It is anticipated that CUSIP Numbers will be printed on the Series 2005A Bonds, but the District and the Authority will assume no obligation for the assignment or printing of such numbers on the Series 2005A Bonds or for the correctness of such numbers, and neither the failure to print such numbers of any Series 2005A Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the purchasers thereof to accept delivery of and make payment for the Series 2005A Bonds.

All expenses in relation to the printing of CUSIP numbers on the Series 2005A Bonds shall be paid for by the Authority, but the CUSIP Service Bureau charge for the assignment of said numbers shall be paid by the successful bidder. The successful bidder shall also be required to pay all fees required by the Depository Trust Company, the Bond Market Association, the Municipal Securities Rulemaking Board and any other similar entity imposing a fee in connection with the execution and delivery of the Series 2005A Bonds.

CALIFORNIA DEBT INVESTMENT AND ADVISORY COMMISSION FEE: Pursuant to Section 8856 of the California Government Code, a fee must be paid to the California Debt and Investment Advisory Commission ("CDIAC") to cover the costs of its activities with respect to the Series 2005A Bonds. Liability for payment of such CDIAC fee will be borne by the successful bidder or bidders.

CLOSING DOCUMENTS; LEGAL OPINIONS: Each proposal will be understood to be conditioned upon the Authority or District furnishing to each successful bidder, without charge, concurrently with payment for and delivery of the Series 2005A Bonds, the following closing documents and legal opinions, each dated as of the date of such delivery:

(a) Legal Opinion: The unqualified legal opinion of Sidley Austin Brown & Wood LLP, Bond Counsel, approving the validity of the Series 2005A Bonds and stating that interest on the Series 2005A Bonds is not includable in the gross income of the owner of the Series 2005A Bonds for federal income tax purposes and is not treated as an item of tax-preference in calculating alternative minimum taxable income of individuals and corporations; provided that such interest is included as an adjustment in calculating federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liability. The legal opinion of Sidley Austin Brown & Wood LLP will also state that interest on the Series 2005A Bonds is exempt from present personal income taxes imposed by the State of California;

(b) Tax Certificate: A certificate of the District that on the basis of the facts, estimates and circumstances in existence on the date of issue, it is not expected that the proceeds of the Series 2005A Bonds will be used in a manner that would cause the Series 2005A Bonds to be arbitrage bonds;

(c) No Litigation Certificate or the Authority: As certificate of an officer of the Authority to the effect that, to the best of such officer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the Authority in any material respect affecting the existence of the Authority or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the adoption of the Authority resolution authorizing issuance of the Series 2005A Bonds or the assignment of the Installment Payments or in any way contesting or affecting the validity or enforceability of the Series 2005A Bonds or the Indenture or the Installment Purchase Agreement or contesting the powers of the Authority or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the final Official Statement, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2005A Bonds or the Indenture or the Installment Purchase Agreement or that could have a material adverse impact upon the ability of the Authority to perform its obligations under such documents or in any way contesting the existence or powers of the Authority;

(d) No Litigation Certificate or the District: As certificate of an officer of the District to the effect that, to the best of such officer's knowledge, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or threatened against the District in any material respect affecting the existence of the District or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the adoption of the District Resolution or the assignment of the Installment Payments or in any way contesting or affecting the validity or enforceability of the Series 2005A Bonds or the Indenture or the Installment Purchase Agreement or contesting the powers of the District or its authority to enter into, adopt or perform its obligations under any of the foregoing, or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the final Official Statement relating to the Series 2005A Bonds, or any amendment or supplement thereto, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Series 2005A Bonds or the Indenture or the Installment Purchase Agreement or that could have a material adverse impact upon the ability of the District to perform its obligations under such documents or that may result in any material adverse change in the business, properties, assets or the financial condition of the District or in any way contesting the existence or powers of the District;

(e) Certificate of the Authority Regarding Official Statement: A certificate of an appropriate Authority officer, acting on behalf of the Authority, solely in his or her official capacity and not in his or her personal capacity, to the effect that to the best of such officer's knowledge, no event affecting the Authority has occurred since the date of the Official Statement which should be disclosed in the Official Statement, as the same may have been supplemented or amended, in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(f) Certificate of the District Regarding Official Statement: A certificate of an appropriate District officer, acting on behalf of the District, solely in his or her official capacity and not in his or her personal capacity, to the effect that to the best of such officer's knowledge,

no event affecting the District has occurred since the date of the Official Statement which should be disclosed in the Official Statement, as the same may have been supplemented or amended, in order that the Official Statement not contain an untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading; and

(g) Signature Certificate: A signature certificate of the officials of the Authority showing that they have signed the Series 2005A Bonds, whether by facsimile or manual signature, and that they respectively were duly authorized to execute the same, and stating that they are not ware of any litigation threatened or pending affecting the validity of the Series 2005A Bonds.

CONTINUING DISCLOSURE: The District will, pursuant to a Continuing Disclosure Agreement between the District and the Trustee, agree to provide or cause to be provided to each nationally recognized municipal securities information repository and any public or private repository or entity designated by the State of California as a state repository for purposes of SEC Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (each, a "Repository") certain financial information and operating date and agree to provide, or cause to be provided, to each Repository in a timely manner notice of certain material events respecting the Series 2005A Bonds.

ADDITIONAL INFORMATION: Requests for information concerning the Authority or the District should be addressed to: Glenn Byers, Director of Public Finance, County of Los Angeles Treasurer and Tax Collector, Kenneth Hahn Hall of Administration, Room 437, 500 West Temple Street, Los Angeles, California 90012, (213) 974-7175.

Given by order of the Los Angeles County Board of Supervisor, ex officio, the governing board of the Los Angles County Public Works Financing Authority, adopted on May 3, 2005.

/s/ Glenn Byers

Name: Glenn Byers
Title: Director of Public Finance
Los Angeles County Public Works Financing Authority

CONTINUING DISCLOSURE AGREEMENT

by and between

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

and

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

Dated as of June 1, 2005

Los Angeles County Public Works Financing Authority
Revenue Bonds (Los Angeles County Flood Control District) Series 2005A

CONTINUING DISCLOSURE AGREEMENT

THIS CONTINUING DISCLOSURE AGREEMENT (this "Disclosure Agreement"), dated as of June 1, 2005, is by and between LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, a joint powers authority duly organized and existing under and by virtue of the laws of the State of California (the "Authority"), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a flood control district organized and existing under and by virtue of the laws of the State of California (the "District").

W I T N E S S E T H :

WHEREAS, the District has executed and delivered an Installment Purchase Agreement, dated as of January 1, 2003, by and between the Los Angeles County Public Works Financing Authority (the "Authority") and the District, as supplemented by the 2005A Supplement to Installment Purchase Agreement, dated as of June 1, 2005, by and between the Authority and the District, pursuant to which the District has agreed to make installment payments (the "Installment Payments");

WHEREAS, the Authority has issued its Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Bonds") pursuant to the Indenture, dated as of the date hereof (the "Indenture"), by and among the Authority, the District and The Bank of New York Trust Company, N.A. (as successor to BNY Western Trust Company), as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of June 1, 2005, by and among the Authority, the District and the Trustee, which Bonds are payable solely from the Installment Payments;

WHEREAS, this Disclosure Agreement is being executed and delivered by the District and the for the benefit of the holders and beneficial owners of the Bonds and in order to assist the underwriters of the Bonds in complying with Securities Exchange Commission Rule 15c2-12(b)(5);

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows:

Section 1. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the District pursuant to, and as described in, Sections 2 and 3 hereof.

"Disclosure Representative" means the Treasurer and Tax Collector of the District or his or her designee, or such other officer or employee as the District shall designate in writing to the Authority from time to time.

"Dissemination Agent" means the Treasurer of the Authority, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the District and which has filed with the Authority a written acceptance of such designation.

"Listed Events" means any of the events listed in subsection (a) of Section 4 hereof.

"National Repository" means any Nationally Recognized Municipal Securities Information Repository for purposes of the Rule.

"Official Statement" means the Official Statement, dated _____, 2005, relating to the Bonds.

"Participating Underwriter" means any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Repository" means each National Repository and each State Repository.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

"State Repository" means any public or private repository or entity designated by the State of California as a state repository for the purpose of the Rule and recognized by the Securities and Exchange Commission. As of the date of this Agreement, there is no State Repository.

"Treasurer" means the Treasurer of the Authority.

Section 2. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than sixty (60) days after the District normally receives its audited financial statements from its auditors in each year but in no event later than February 1, commencing with the report for the 2004-2005 Fiscal Year, provide to each Repository an Annual Report which is consistent with the requirements of Section 3 hereof. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may include by reference other information as provided in Section 3 hereof; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the date required above for the filing of the Annual Report if not available by that date. If the District's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under subsection (f) of Section 4 hereof.

(b) Fifteen business days prior to the date specified in subsection (a) of this Section for the providing of the Annual Report to the Repositories, the Dissemination Agent shall contact the District and the Dissemination Agent to notify them of the date such Annual Report is required under subsection (a) of this Section.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to Repositories by the date required in subsection (a) of this Section, the Dissemination Agent shall send a notice to the Municipal Securities Rulemaking Board and each State Repository, if any, in substantially the form attached as Exhibit A.

(d) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the name and address of each National Repository and each State Repository, if any; and

(ii) file a report with the District and (if the Dissemination Agent is not the Treasurer) the Treasurer certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, stating the date it was provided and listing all the Repositories to which it was provided.

Section 3. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the time the Annual Report is required to be filed pursuant to subsection (a) of Section 2 hereof, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) The following information:

(i) Updated information for the prior fiscal year comparable to the information contained in the table entitled "HISTORICAL AND PROJECTED DEBT SERVICE" under the heading "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Debt Service Coverage."

(ii) Updated information for the prior fiscal year comparable to the information contained under the heading "APPENDIX A – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – District Budget."

(iii) Updated information for the prior fiscal year comparable to the information contained under the heading "APPENDIX A – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – Assessed Valuation" including the table entitled "CHANGE IN ASSESSED VALUATION."

(iv) Updated information for the prior fiscal year comparable to the information contained under the heading "APPENDIX A – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – District Revenues – Property Taxes" including the table entitled "FLOOD CONTROL GENERAL FUND SHARE OF COUNTY ONE PERCENT LEVY."

(v) Updated information for the prior fiscal year comparable to the information contained under the heading "APPENDIX A – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – District Revenues – Benefit

Assessment" including the table entitled "BENEFIT ASSESSMENT LEVIES AND COLLECTIONS."

(vi) Updated information for the prior fiscal year comparable to the information contained under the heading "APPENDIX A – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – Financial Statements" including the table entitled "LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – Combined Statement of Revenues, Expenditures and Changes in Fund Balances."

(vii) Updated information for the prior fiscal year comparable to the information contained under the heading "APPENDIX A – LOS ANGELES COUNTY FLOOD CONTROL DISTRICT – Outstanding Indebtedness" including the table entitled "OUTSTANDING OBLIGATIONS OF THE DISTRICT."

(viii) Principal amount of Bonds Outstanding.

(c) In addition to any of the information expressly required to be provided under subsections (a) and (b) of this Section, the District shall provide such further information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which have been submitted to each of the Repositories or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The District shall clearly identify each such other document so included by reference.

Section 4. Reporting of Significant Events. (a) Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material:

(i) Principal and interest payment delinquencies.

(ii) Non-payment related defaults.

(iii) Unscheduled draws on debt service reserves reflecting financial difficulties.

(iv) Unscheduled draws on credit enhancements reflecting financial difficulties.

(v) Substitution of credit or liquidity providers, or their failure to perform.

(vi) Adverse tax opinions or events affecting the tax-exempt status of the security.

(vii) Modifications to rights of security holders.

(viii) Contingent or unscheduled Bond calls.

(ix) Defeasances.

(x) Release, substitution, or sale of property securing repayment of the securities.

(xi) Rating changes.

(b) The Dissemination Agent shall, within one business day of obtaining actual knowledge of the occurrence of any of the Listed Events, contact the Disclosure Representative, inform such person of the event, and request that the District promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (f) of this Section.

(c) Whenever the District obtains knowledge of the occurrence of a Listed Event, whether because of a notice from the Dissemination Agent pursuant to subsection (b) of this Section or otherwise, the District shall as soon as possible determine if such event would be material under applicable Federal securities law.

(d) If the District has determined that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the District shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (f) of this Section.

(e) If in response to a request under subsection (b) of this Section, the District determines that the Listed Event would not be material under applicable Federal securities law, the District shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (f) of this Section.

(f) If the Dissemination Agent has been instructed by the District to report the occurrence of a Listed Event, the Dissemination Agent shall file a notice of such occurrence with the Municipal Securities Rulemaking Board and each State Repository. Notwithstanding the foregoing, notice of Listed Events described in paragraphs (viii) and (ix) of subsection (a) of this Section need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds pursuant to the Indenture.

Section 5. Termination of Reporting Obligation. The District's obligations under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under subsection (f) of Section 4 hereof.

Section 6. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Treasurer shall be the Dissemination Agent.

Section 7. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the District and the Authority may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the District), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) if the amendment or waiver relates to the provisions of subsection (a) of Section 2 hereof, Section 3 hereof or subsection (a) of Section 4 hereof, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

(b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) the proposed amendment or waiver (i) is approved by holders of the Bonds in the manner provided in the Indenture for amendments to the Indenture with the consent of holders, or (ii) does not, in the opinion of the Authority or nationally recognized bond counsel, materially impair the interests of holders.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the annual financial information containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be sent to the Repositories.

Section 8. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the District from disseminating any other information, using the means of

dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the District shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 9. Default. In the event of a failure of the District or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the written direction of any Participating Underwriter or the holders of at least 25% of the aggregate amount of principal of Outstanding Bonds, shall), or any holder or beneficial owner of the Bonds may, take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District or Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the District or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

Section 10. Duties, Immunities and Liabilities of the Authority and Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees, attorneys and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall not be responsible for the form or content of any Annual Report or any other document provided to it hereunder.

Section 11. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the District, the Treasurer of the Authority, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 12. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Disclosure Agreement as of the date first above written.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

By:_____
Chair

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

By _____
Deputy

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY

By:_____
Authorized Officer

EXHIBIT A

NOTICE TO MUNICIPAL SECURITIES RULEMAKING BOARD OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer:	Los Angeles County Flood Control District
Name of Issue:	Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District) Series 2005A
Date of Issuance:	_____, 2005

NOTICE IS HEREBY GIVEN that the Los Angeles County Flood Control District (the "District") has not provided an Annual Report with respect to the above-named Bonds as required by Section 12.11 of the First Supplemental Indenture, dated as of June 1, 2005, by and among The Bank of New York Trust Company, N.A., as , the Los Angeles County Public Works Financing Authority and the District. [The District anticipates that the Annual Report will be filed by _____.]

Dated: _____

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY, on behalf of the Los Angeles County Flood Control District

cc: Los Angeles County Flood Control District

This Preliminary Official Statement and the information contained herein are subject to completion or amendment without notice. Under no circumstances shall this Preliminary Official Statement constitute an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation, or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction

HD&W Seventh Draft – 4/26/05

PRELIMINARY OFFICIAL STATEMENT DATED MAY ____, 2005

NEW ISSUE – BOOK-ENTRY ONLY

RATINGS:
(See "Ratings" herein)

In the opinion of Sidley Austin Brown & Wood LLP, Bond Counsel, under existing law, assuming compliance with certain covenants in the documents pertaining to the Series 2005A Bonds and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), as described herein, interest on the Series 2005A Bonds is not includable in the gross income of the holders of the Series 2005A Bonds for federal income tax purposes. In the further opinion of Bond Counsel, interest on the Series 2005A Bonds is not treated as an item of tax preference in calculating the federal alternative minimum taxable income of individuals and corporations. Interest on the Series 2005A Bonds, however, is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liability. In the further opinion of Bond Counsel, interest on the Series 2005A Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Series 2005A Bonds. See "Tax Matters" herein.

$25,000,000*
Los Angeles County Public Works Financing Authority
Revenue Bonds
(Los Angeles County Flood Control District) Series 2005A

Dated: Date of Delivery

Due: as shown on the inside cover page

The $25,000,000* Los Angeles County Public Works Financing Authority Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Series 2005A Bonds") are being issued by the Los Angeles County Public Works Financing Authority (the "Authority") under the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, and the Indenture of Trust (the "Original Indenture"), dated as of January 1, 2003, by and among the Authority, the Los Angeles County Flood Control District (the "District") and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of June 1, 2005 (the "First Supplemental" and, together with the Original Indenture, the "Indenture"). The Series 2005A Bonds are secured by payments (the "Installment Payments") made pursuant to an Installment Purchase Agreement, dated as of January 1, 2003, by and between the Authority and the District, as supplemented by the 2005A Supplement to the Installment Purchase Agreement, dated as of June 1, 2005 (collectively, the "Installment Purchase Agreement"). The Series 2005A Bonds are Additional Bonds (as defined herein) issued under the Original Indenture and are secured on a parity with the Authority's outstanding $131,790,000 Refunding Revenue Bonds (Los Angeles County Flood Control District) Series 2003A (the "Series 2003A Bonds"). See "Security and Sources of Payment for the Series 2005A Bonds - Additional Bonds" herein. The Series 2005A Bonds are being issued to finance the design, renovation, improvement and seismic retrofitting of the District's headquarters building and to pay certain costs of issuance incurred in connection with the Series 2005A Bonds. See "Estimated Sources and Uses of Funds" herein.

The Series 2005A Bonds are secured solely by the assignment made to the Trustee by the Authority pursuant to the Indenture of the Installment Payments and other amounts available under the Installment Purchase Agreement. The District has pledged, under the Installment Purchase Agreement, for the payment of the Installment Payments thereunder, its allocable portion of the one percent general ad valorem property taxes levied and received by the District (the "Taxes") and, to the extent that such Taxes are insufficient to pay the Installment Payments in any fiscal year, the revenues derived from any benefit assessments imposed by the District. The obligation of the District to make the Installment Payments is absolute and unconditional. See "Security and Sources of Payment for the Series 2005A Bonds" herein.

The Series 2005A Bonds will be delivered in book-entry form only, in denominations of $5,000 or any integral multiple thereof, and, when issued and authenticated, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2005A Bonds. Individual purchases of the Series 2005A Bonds will be made in book-entry form only. Purchasers of the Series 2005A Bonds will not receive Bonds representing their ownership interests in the Series 2005A Bonds purchased. Principal of and interest on the Series 2005A Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the Series 2005A Bonds. See "The Series 2005A Bonds – Book-Entry Only System" herein and Appendix D - "Book-Entry Only System" attached hereto. Interest on the Series 2005A Bonds will be payable on each March 1 and September 1, commencing on _____ 1, 200_.

The Series 2005A Bonds are subject to optional, mandatory and extraordinary redemption prior to their maturity as described herein. See "The Series 2005A Bonds – Redemption" herein.

THE SERIES 2005A BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY, AND PRINCIPAL, PREMIUM, IF ANY, AND INTEREST THEREON ARE PAYABLE SOLELY FROM THE INSTALLMENT PAYMENTS RECEIVED FROM THE DISTRICT BY THE AUTHORITY AS PROVIDED IN THE INDENTURE, AND THE AUTHORITY IS NOT OBLIGATED TO PAY SUCH PRINCIPAL, PREMIUM OR INTEREST EXCEPT FROM THE INSTALLMENT PAYMENTS.

THE OBLIGATION OF THE DISTRICT TO MAKE THE INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM THE REVENUES AS PROVIDED IN THE INSTALLMENT PURCHASE AGREEMENT, AND DOES NOT CONSTITUTE A DEBT OF THE DISTRICT, THE COUNTY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

This cover page contains information for quick reference only. It is not a summary of this issue. Potential purchasers must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Series 2005A Bonds will be sold by competitive sale on or about _____, 2005 at ____ a.m. California time pursuant to the Official Notice Inviting Bids dated ____, 2005. For information concerning the competitive sale of the Series 2005A Bonds, contact the County's financial advisor, Public Resources Advisory Group, Los Angeles, California. The Series 2005A Bonds are offered when, as and if issued, delivered and received by the Underwriters set forth below, subject to the approval as to their validity and enforceability by Sidley Austin Brown & Wood LLP, Los Angeles, California, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Authority and the District by their counsel, Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel and by County Counsel of the County of Los Angeles. It is anticipated that the Series 2005A Bonds will be available for delivery in New York, New York, through the facilities of DTC on or about August __, 2005.

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* Preliminary, subject to change.

Dated: _____, 2005

MATURITY SCHEDULE*
(Base CUSIP Number: _____†)

$_____ Serial Bonds

Year (March 1)	Principal Amount	Interest Rate	Price or Yield	CUSIP†
	$	%	%	

* Preliminary, subject to change.

† CUSIP numbers are provided for convenience of reference only. Neither the District or the County assume any responsibility for the accuracy of such numbers.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

LOS ANGELES COUNTY PUBLIC WORKS FINANCING AUTHORITY
Revenue Bonds (Los Angeles County Flood Control District) Series 2005A

Board of Supervisors

Gloria Molina
First District, Chair

Yvonne B. Burke
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Violet Varona-Lukens
Executive Officer-Clerk
Board of Supervisors

County Officials

David E. Janssen
Chief Administrative Officer

Raymond G. Fortner, Jr.
County Counsel

J. Tyler McCauley
Auditor-Controller

Mark J. Saladino
Treasurer and Tax Collector

District Official

Donald L. Wolfe
Interim Director of Public Works

Public Resources Advisory Group
Financial Advisor

The Bank of New York Trust Company, N.A.
Trustee

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the Series 2005A Bonds by any person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale. No dealer, broker, salesperson or other person has been authorized to give any information or to make any representations other than those contained in this Official Statement. If given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the District.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2005A Bonds. Statements contained in this Official Statement which involve estimates, projections, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

The information and expressions of opinion herein are subject to change without notice and neither delivery of this Official Statement nor any sale of Bonds made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority or the District since the date hereof. This Official Statement is submitted with respect to the sale of the Series 2005A Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose, unless authorized in writing by the Authority. All summaries of the documents and laws are made subject to the provisions thereof and do not purport to be complete statements of any or all such provisions. Preparation of this Official Statement and its distribution have been duly authorized and approved by the Authority and the District.

IN MAKING AN INVESTMENT DECISION, INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF THE AUTHORITY, THE DISTRICT AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2005A BONDS, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2005A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2005A BONDS TO CERTAIN DEALERS, INSTITUTIONAL INVESTORS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE HEREOF AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

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$25,000,000*
Los Angeles County Public Works Financing Authority
Revenue Bonds
(Los Angeles County Flood Control District) Series 2005A

INTRODUCTION

This introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement, including the cover page and appendices hereto, and the documents described herein. All statements contained in this introduction are qualified in their entirety by reference to the entire Official Statement. References to, and summaries of, provisions of the Constitution and laws of the State of California and any documents referred to herein do not purport to be complete and such references are qualified in their entirety by reference to the complete provisions.

General

This Official Statement, including the cover page and the Appendices attached hereto (the "Official Statement"), provides certain information concerning the issuance by the Los Angeles County Public Works Financing Authority (the "Authority") of its $25,000,000* Revenue Bonds (Los Angeles County Flood Control District) Series 2005A (the "Series 2005A Bonds"). The Series 2005A Bonds will be issued under the provisions of Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California, as amended, and the Indenture of Trust, dated as of January 1, 2003 (the "Original Indenture"), by and among the Authority, the Los Angeles County Flood Control District (the "District") and The Bank of New York Trust Company, N.A., trustee (the "Trustee"), as supplemented by the First Supplemental Indenture, dated as of June 1, 2005 (the "First Supplemental" and, together with the Original Indenture, the "Indenture"). The Series 2005A Bonds are secured by Installment Payments (the "Installment Payments") made pursuant to an Installment Purchase Agreement, dated as of January 1, 2003, by and between the Authority and the District, as supplemented by the 2005A Supplement to the Installment Purchase Agreement, dated as of June 1, 2005 (collectively, the "Installment Purchase Agreement"). See "Security and Sources of Payment for the Series 2005A Bonds" herein. The Series 2005A Bonds are Additional Bonds (as defined herein) issued under the First Supplemental and secured on a parity with the Authority's outstanding $131,790,000 Refunding Revenue Bonds (Los Angeles County Flood Control District) Series 2003A (the "Series 2003A Bonds"). See "Security and Sources of Payment for the Series 2005A Bonds - Additional Bonds" herein.

The Series 2005A Bonds are being issued to finance the design, renovation, improvement and seismic retrofitting of the District's headquarters building and to pay certain costs of issuance incurred in connection with the Series 2005A Bonds. See "Estimated Sources and Uses of Funds" and "The Project" herein.

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* Preliminary, subject to change.

The Series 2005A Bonds

The Series 2005A Bonds will be delivered in book-entry form only, in denominations of $5,000 or any integral multiple thereof, and, when issued and authenticated, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Series 2005A Bonds. Individual purchases of the Series 2005A Bonds will be made in book-entry form only. Purchasers of the Series 2005A Bonds will not receive Bonds representing their ownership interests in the Series 2005A Bonds purchased. Principal of and interest on the Series 2005A Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the Series 2005A Bonds. See "The Series 2005A Bonds - Book-Entry Only System" herein. The interest on the Series 2005A Bonds will be payable on each March 1 and September 1, commencing on _____ 1, 200_ (each an "Interest Payment Date").

Security and Sources of Payment for the Series 2005A Bonds

The Series 2005A Bonds are secured for the benefit of the Owners of the Series 2005A Bonds and all other Bonds issued under the Indenture by all of the Authority's right, title and interest in the Installment Purchase Agreement, including (i) all its rights to receive the Installment Payments and all other payments scheduled to be paid by the District under and pursuant to the Installment Purchase Agreement, (ii) the right to take all actions and give all consents under the Installment Purchase Agreement, (iii) the right of access more particularly described in the Installment Purchase Agreement, and (iv) all right, title and interest of the Authority in certain funds and accounts (and the money and other property held therein) established pursuant to the Indenture or the Installment Purchase Agreement; provided, however, that the Authority shall retain the rights to indemnification and to payment or Additional Payments under the Installment Purchase Agreement. "Installment Payments" mean the installment payments made by the District pursuant to the Installment Purchase Agreement.

The District has pledged, under the Installment Purchase Agreement, for the payment of the Installment Payments thereunder, its allocable portion of the one percent general ad valorem property taxes levied and received by the District (the "Taxes") and, to the extent that such Taxes are insufficient to pay the Installment Payments in any fiscal year, the revenues derived from any benefit assessments imposed by the District (the "Assessment Revenue"). The obligation of the District to make the Installment Payments is absolute and unconditional, and until such time as the Purchase Price (as defined in the Installment Purchase Agreement) shall have been paid in full or provision for the payment thereof shall have been made pursuant to the Installment Purchase Agreement, the District will not discontinue or suspend any Installment Payments required to be made by it under the Installment Purchase Agreement when due, whether or not the Project or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditioned upon the performance or nonperformance by any party to any agreement for any cause whatsoever. See "Security and Sources of Payment for the Series 2005A Bonds" herein and Appendix E - "Schedule of Installment Payments" attached hereto.

The District has covenanted under the Installment Purchase Agreement that it will not at any time issue any obligation or execute any agreement the payments under which and pursuant to which are payable from the Taxes or the Assessment Revenues senior to the payment by the District of the Installment Payments. The District may incur obligations payable on a parity with the Installment Payment from Taxes and Assessment Revenue or solely from either Taxes or Assessment Revenue in accordance with the terms of the Installment Purchase Agreement. The Series 2005A Bonds are Additional Bonds issued under the First Supplemental and secured on a parity with the Authority's outstanding Series 2003A Bonds. See "Security and Sources of Payment for the Series 2005A Bonds - Additional Bonds" herein.

The District

The District was established in 1915 and encompasses approximately 2,760 square miles within the County. See Appendix A - "Los Angeles County Flood Control District" attached hereto.

The Authority

The Authority is a public agency duly organized and existing pursuant to a Joint Exercise of Powers Agreement, dated May 18, 1993, as amended, by and among the District, the County of Los Angeles (the "County"), the Regional Park and Open Space District and the Community Facilities District No. 2 (Rowland Heights) (the "Agreement").

Continuing Disclosure

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2005A Bonds and the Authority will not provide any such information. The District has undertaken the responsibility for the continuing disclosure of financial information to Owners of the Series 2005A Bonds as described herein, and the Authority shall have no liability to the Owners of the Series 2005A Bonds or any other person with respect to such disclosures. See "Continuing Disclosure" herein.

The District has covenanted to provide, or cause to be provided to each nationally recognized municipal securities information repository or the Municipal Securities Rulemaking Board and any public or private repository or entity designated by the State as a state repository for purposes of Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission (the "Rule"), certain annual financial information and operating data and, in a timely manner, notice of certain material events. These covenants have been made in order to assist the Underwriters of the Series 2005A Bonds in complying with the Rule. See "Continuing Disclosure" herein for a description of the specific nature of the annual report and notices of material events and a summary description of the material terms of the Continuing Disclosure Agreement pursuant to which such reports are to be made.

Forward-Looking Statements

Certain statements included or incorporated by reference in the Official Statement constitute "forward-looking statements." Such statements are generally identifiable by the terminology used such as "plan," "expect," "estimate," "budget" or other similar words. The

achievement of certain results or other expectations contained in such forward-looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. Although such expectations reflected in such forward-looking statements are reasonable, there can be no assurance that the expectations will prove to be correct. The Authority and the District are not obligated to issue any updates or revisions to the forward-looking statements if or when its expectations, or events, conditions or circumstances on which such statements are based occur.

THE PROJECT

The Project consists of the design, renovation, improvement and seismic retrofitting of the District's headquarters building located at 900 South Fremont Avenue, Alhambra, California 91803. The headquarters building is a 400,000 square-foot, 12-story office building, completed in 1971 and contains the Public Works Department Emergency Operations Center. Approximately, $____ million of the proceeds of the Series 2005A Bonds will be used to finance a portion of the Project. The remaining costs of the Project are expected to be financed primarily by a hazard mitigation grant from the Federal Emergency Management Agency in the amount of approximately $9.75 million. The Project is expected to be completed in early 2006.

The seismic retrofit will involve the use of an external cable-stayed system comprised of four structural pylons, one in each corner of the building. Each pylon is connected to the headquarters building at each floor, starting from the fifth floor and proceeding to the roof, using compression struts that are stayed by prestressed cables designed to absorb seismic shock and reduce building drift during an earthquake. Structural engineers inspected the headquarters building and found no damage after the 1994 Northridge earthquake. However, the District has determined to retrofit the headquarters building to enhance the building's ability to resist stronger earthquakes and provide uninterrupted operation.

ESTIMATED SOURCES AND USES OF FUNDS

The proceeds of the Series 2005A Bonds are expected to be applied as follows:

SOURCES:	
Principal Amount of the Series 2005A Bonds	$
Net Original Issue Premium	_____
Total Sources	$_____
USES:	
Deposit to the Construction Fund	$_____
Costs of Issuance[1]	
Underwriter's Discount	_____
Total Uses	$_____

[1] Includes legal, financial advisor and trustee fees, printing costs, and other costs of issuance.

THE SERIES 2005A BONDS

General

The Series 2005A Bonds will be issued in the form of fully registered bonds in denominations of $5,000 or any integral multiple thereof. The principal of the Series 2005A Bonds will be payable on their respective maturity dates, as shown on the inside cover page hereof, and interest on the Series 2005A Bonds will be payable on each Interest Payment Date to the respective Owners thereof as shown in the books required to be kept by the Trustee on the fifteenth day of the calendar month prior to the applicable Interest Payment Date (the "Record Date"). The interest evidenced and represented by the Series 2005A Bonds will be computed on the basis of a 360-day year of twelve 30-day months.

Book-Entry Only System

The Series 2005A Bonds will be delivered in book-entry form only, in denominations of $5,000 or any integral multiple thereof, and, when issued and authenticated, will be registered in the name of Cede & Co., as nominee of DTC, which will act as securities depository for the Series 2005A Bonds. Individual purchases of the Series 2005A Bonds will be made in book-entry form only. Purchasers of the Series 2005A Bonds will not receive Bonds representing their ownership interests in the Series 2005A Bonds purchased. Principal of and interest on the Series 2005A Bonds are payable directly to DTC by the Trustee. Upon receipt of payments of principal and interest, DTC will in turn distribute such payments to the beneficial owners of the Series 2005A Bonds. See Appendix D - "Book-Entry Only System" attached hereto.

Redemption*

Extraordinary Redemption. The Series 2005A Bonds are subject to redemption prior to their respective maturity dates, upon notice as hereinafter provided, as a whole or in part by lot within each maturity in integral multiples of $5,000 of principal in such order of maturity as will be selected by the District on any date, from payments made by the District from the proceeds from insurance, condemnation or eminent domain awards with respect to the Property or any part thereof, less any costs reasonably expended by the District to receive such proceeds under the circumstances and upon the conditions and terms prescribed in the Indenture and in the Installment Purchase Agreement, at a redemption price equal to the sum of the principal amount or such part thereof evidenced and represented by the Series 2005A Bonds to be redeemed, without premium, plus accrued interest thereon to the date fixed for redemption.

Optional Redemption. The Series 2005A Bonds maturing on or after March 1, 2016 are subject to optional redemption by the District prior to their respective maturity dates, upon notice as provided in the Indenture, as a whole or in part by lot within each maturity in integral multiples of $5,000 in such order of maturity as will be selected by the District and designated in writing to the Trustee on any date on or after September 1, 2015, from any source of available funds, at a redemption price equal to the sum of the principal amount or such part thereof of the Series 2005A Bonds to be redeemed plus accrued interest thereon to the date fixed for redemption.

Mandatory Redemption. The Series 2005A Bonds with a maturity date of March 1, 20__, are also subject to mandatory redemption prior to their stated maturity in part on March 1 of each year on and after March 1, 20__, by lot, from and in the amount of the principal components of the Installment Payments applicable thereto and due and payable on such dates, at a redemption price equal to the sum of the principal amount of such Series 2005A Bond plus accrued interest thereon to the date of redemption, without premium, as indicated in the following table:

Maturity (March 1)	**Principal Component of Installment Payment**

The Series 2005A Bonds with a maturity date of March 1, 20__ are also subject to mandatory redemption prior to their stated maturity in part on March 1 of each year on and after March 1, 20__, by lot, from and in the amount of the principal components of the Installment Payments applicable thereto and due and payable on such dates, at a redemption price equal to the sum of the principal amount of such Series 2005A Bond plus accrued interest thereon to the date of redemption, without premium, as indicated in the following table:

* Preliminary, subject to change.

Maturity (March 1)	Principal Component of Installment Payment

Selection of Bonds for Redemption. Whenever less than all the Outstanding Bonds of any one maturity are to be redeemed on any one date, the Trustee will select the Series 2005A Bonds of such maturity to be redeemed in whole or in part from the Outstanding Bonds of such maturity by lot, and the Trustee will promptly notify the Authority and the District in writing of the numbers of the Series 2005A Bonds so selected for redemption in whole or in part on such date.

Notice of Redemption. Notice of redemption will be given by mail in accordance with the Indenture to the respective Owners of any Series 2005A Bonds designated for redemption in whole or in part prior to their redemption date and to all securities depositories and securities information services selected by the District to comply with custom or the rules of any securities and exchange commission or brokerage board or otherwise as may be determined by it in its sole discretion. Each notice of redemption will state the date of notice, the redemption date, the redemption place (including the name and address of the Trustee) and the redemption price, will designate the maturities, CUSIP numbers, if any, and, if less than all Series 2005A Bonds maturing on any one date are to be redeemed, the serial numbers of the Series 2005A Bonds to be redeemed by giving the individual number of each Bond or by stating that all Series 2005A Bonds between two stated numbers, both inclusive, have been called for redemption, will (in the case of any Bond called for redemption in part only) state the part of the principal amount thereof which is to be redeemed, and will state that the interest on the Series 2005A Bonds or parts thereof designated for redemption will cease to accrue from and after such redemption date and that on such redemption date there will become due and payable on each of the Series 2005A Bonds or parts thereof designated for redemption the redemption price evidenced and represented thereby.

Effect of Redemption. If notice of redemption has been duly given to the Owners as provided in the Indenture and money for the payment of the redemption price of the Series 2005A Bonds or parts thereof to be redeemed is held by the Trustee, then on the redemption date designated in such notice the Series 2005A Bonds or such parts thereof so called for redemption will become payable at the redemption price thereof as specified in such notice; and from and after the date so designated interest on the Series 2005A Bonds or such parts thereof so called for redemption will cease to accrue, such Series 2005A Bonds or such parts thereof will cease to be entitled to such benefit, protection or security hereunder and the Owners of such Series 2005A Bonds will have no rights in respect thereof except to receive payment of the redemption price of the Series 2005A Bonds or such parts to be redeemed. The Trustee will, upon surrender for redemption of any of the Series 2005A Bonds to be redeemed in whole or in part on their redemption dates, pay such Series 2005A Bonds or such parts thereof at the redemption price thereof.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2005A BONDS

General

The Series 2005A Bonds are secured for the benefit of the Owners of the Series 2005A Bonds and all other Bonds issued under the Indenture by all of the Authority's right, title and interest in the Installment Purchase Agreement, including (i) all its rights to receive the Installment Payments and all other payments scheduled to be paid by the District under and pursuant to the Installment Purchase Agreement, (ii) the right to take all actions and give all consents under the Installment Purchase Agreement, (iii) the right of access more particularly described in the Installment Purchase Agreement, and (iv) all right, title and interest of the Authority in certain funds and accounts (and the money and other property held therein) established pursuant to the Indenture or the Installment Purchase Agreement; provided, however, that the Authority shall retain the rights to indemnification and to payment of Additional Payments under the Installment Purchase Agreement. "Installment Payments" mean the installment payments made by the District pursuant to the Installment Purchase Agreement. See Appendix E - "Schedule of Installment Payments" attached hereto. The Series 2005A Bonds are Additional Bonds issued under the Original Indenture and are secured on a parity with the Authority's outstanding Series 2003A Bonds.

Installment Payments

Under the Installment Purchase Agreement, the District has pledged, for the payment of the Installment Payments, certain Revenues of the District. "Revenues" mean Taxes and, to the extent the Taxes are insufficient to pay the Installment Payments in any fiscal year, Assessment Revenue. The District has covenanted in the Installment Purchase Agreement that, with respect to Assessment Revenue it will determine annually the costs of the services that are financed by the benefit assessment imposed by the District and determine and impose the assessments (taking into account principal, interest and other obligations owed by the District) in an amount that is sufficient to pay the maximum Installment Payments payable in any fiscal year plus Maximum Annual Debt service (as defined herein) requirements for any indebtedness secured on a *pari passu* basis with the Installment Payments. Assessment Revenue may be limited by the requirements of Proposition 218; see Appendix A – "Los Angeles County Flood Control District - District Revenues" attached hereto.

The District has also covenanted in the Installment Purchase Agreement to take such action as may be necessary to include all Installment Payments and Additional Payments in its annual budgets and to make the necessary annual appropriations for all such Installment Payments and Additional Payments. Installment Payments are scheduled to be paid as set forth in Appendix E - "Schedule of Installment Payments" attached hereto. The Installment Payments are designed to be sufficient to pay principal of and interest on the Series 2005A Bonds when due.

THE SERIES 2005A BONDS ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY AND PRINCIPAL AND INTEREST THEREON ARE PAYABLE SOLELY FROM THE INSTALLMENT PAYMENTS RECEIVED FROM THE DISTRICT BY THE AUTHORITY AS PROVIDED IN THE INDENTURE, AND THE

AUTHORITY IS NOT OBLIGATED TO PAY SUCH PRINCIPAL OR INTEREST EXCEPT FROM THE INSTALLMENT PAYMENTS.

THE OBLIGATION OF THE DISTRICT TO MAKE THE INSTALLMENT PAYMENTS IS A SPECIAL OBLIGATION OF THE DISTRICT PAYABLE SOLELY FROM THE REVENUES AS PROVIDED IN THE INSTALLMENT PURCHASE AGREEMENT, AND DOES NOT CONSTITUTE A DEBT OF THE DISTRICT, THE COUNTY OR OF THE STATE OF CALIFORNIA OR OF ANY POLITICAL SUBDIVISION THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY DEBT LIMITATION OR RESTRICTION.

The obligation of the District to make the Installment Payments from Revenues is absolute and unconditional, and until such time as the Purchase Price (as defined in the Installment Purchase Agreement) shall have been paid in full or provision for the payment thereof shall have been made pursuant to the Installment Purchase Agreement, the District will not discontinue or suspend any Installment Payments required to be made by it when due, whether or not the Property or any part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such payments shall not be subject to reduction whether by offset or otherwise and shall not be conditioned upon the performance or nonperformance by any party to any agreement for any cause whatsoever.

Debt Service Coverage

The District has historically paid debt service on its outstanding bonds from Taxes and levied the benefit assessment in amounts sufficient to pay the District's operating and maintenance expenses. The District may use amounts received from the benefit assessment to pay debt service on outstanding obligations, including the Series 2005A Bonds, if necessary. The benefit assessment may only be increased by the District pursuant to voter approval. See Appendix A – "Los Angles County Flood Control District - District Revenues" attached hereto.

The following table sets forth the debt service coverage for the past five fiscal years, [the estimated debt service coverage for fiscal year 2003-04] and the projected debt service coverage for fiscal year 2004-05.

HISTORICAL AND PROJECTED DEBT SERVICE COVERAGE

Fiscal Year	Annual Debt Service	Taxes	Assessment Revenue	Total Available Revenue	Debt Service Coverage Ratio
1998-99	$19,526,006	$49,227,874	$107,080,467	$156,308,341	8.01%
1999-00	18,427,894	51,219,867	107,202,440	158,422,307	8.60
2000-01	18,419,070	56,698,833	107,700,289	164,399,122	8.93
2001-02	18,429,146	59,613,113	107,555,755	167,168,868	9.07
2002-03	18,424,084	63,156,696	108,685,200	171,841,896	9.33
2003-04	17,586,785	63,326,000[1]	108,344,000[1]	171,670,000[1]	9.76[1]
2004-05	[2]	[2]	[2]	[2]	[2]

Source: Los Angeles County Flood Control District.
[1] Estimated.
[2] Projected.

Additional Bonds

In accordance with the Indenture, the Authority, from time to time, may with the prior written consent of the District and shall upon the request of the District, by a Supplemental Indenture, authorize one or more series of Additional Bonds, secured by Installment Payments under the Installment Purchase Agreement, on a parity with the Outstanding Bonds. Any Additional Bonds shall be issued as set forth in the Supplemental Indenture providing for such Additional Bonds. The Series 2005A Bonds are Additional Bonds issued under the Indenture and secured on a parity with the Authority's outstanding Series 2003A Bonds.

Additional Obligations

No Senior Obligations. The District has covenanted under the Installment Purchase Agreement that it will not at any time issue any obligation or execute any agreement the payments under which and pursuant to which are payable from the Taxes or the Assessment Revenues senior to the payment by the District of the Installment Payments.

Additional Obligations Payable from Taxes and Assessment Revenue. Under the Installment Purchase Agreement, the District may at any time issue any obligations of the District authorized, executed, issued and delivered by the District under and pursuant to applicable law, the interest and principal and redemption premium, if any, payments under and pursuant to which are payable from both Taxes and Assessment Revenue on a parity with the payment of the Installment Payments ("Parity Obligations") as provided in the Installment Purchase Agreement; provided, the sum of Taxes and Assessment Revenue for any period of twelve (12) consecutive calendar months next preceding the date of the adoption by the Board of the District of the resolution authorizing the issuance of such Parity Obligations or the execution of such Contract, as the case may be, as evidenced by both a calculation prepared by the District and either a Certification of the District or a special report prepared by an Independent Certified Public Accountant on such calculation on file with the District, will have produced a sum equal

to at least the Maximum Annual Parity Debt Service on all Obligations to be outstanding after the issuance of such Parity Obligations or the execution of such Contract, as the case may be. "Maximum Annual Parity Debt Service" means, with respect to Parity Obligations and Contracts, Assessment Obligations or Tax Obligations, the greatest total Parity Debt Service, Assessment Debt Service or Tax Debt Service, as applicable, payable in any period commencing with the next ensuing Bond Year and terminating with a twelve-month period ending on March 1 pursuant to which Installment Payments are calculated (a "Bond Year") during the period commencing with the next ensuing Bond Year and terminating with the Bond Year in which payments are due under the last outstanding Parity Obligations and Contract, Assessment Obligation (as defined below) or Tax Obligation (as defined below), as applicable. "Contracts" means the Installment Purchase Agreement and all other installment or revenue payment contracts of the District authorized and executed by the District under and pursuant to applicable law, the interest and principal and prepayment premium, if any, payments under and pursuant to which are payable from both Taxes and Assessment Revenue on a parity with the payment of the Installment Payments.

Additional Obligations Payable from Assessment Revenue. The District may at any time issue any obligations the payments under and pursuant to which or execute any installment sale or purchase agreement the payments under and pursuant to which, as the case may be, are secured by a pledge of the Assessment Revenue ("Assessment Revenue Obligations") on a parity with the pledge by the District of the Assessment Revenue to the payment of the Installment Payments as provided in the Installment Purchase Agreement; provided, the Assessment Revenue for any period of twelve (12) consecutive calendar months next preceding the date of the adoption by the Board of the District of the resolution authorizing the issuance of such Assessment Revenue Obligations, as evidenced by both a calculation prepared by the District and either a Certification of the District or a special report prepared by an Independent Certified Public Accountant on such calculation on file with the District, will have produced a sum equal to at least the Maximum Annual Assessment Debt Service on all Assessment Revenue Obligations, Parity Obligations and Contracts outstanding after the issuance of such Assessment Revenue Obligations. "Maximum Annual Assessment Debt Service" means, with respect to Assessment Obligations, the greatest total Assessment Debt Service, payable in any Bond Year during the period commencing with the next ensuing Bond Year and terminating with the Bond Year in which payments are due under the last outstanding Assessment Revenue Obligation.

Additional Obligations Payable from Taxes. The District may at any time issue any obligations the payments under and pursuant to which or execute any installment sale or purchase agreement the payments under and pursuant to which, as the case may be, are secured by a pledge of the Taxes ("Tax Obligations") on a parity with the pledge by the District of the Taxes to the payment of the Installment Payments as provided in the Installment Purchase Agreement; provided, the Taxes for any period of twelve (12) consecutive calendar months next preceding the date of the adoption by the Board of the District of the resolution authorizing the issuance of such Tax Obligations, as evidenced by both a calculation prepared by the District and either a Certification of the District or a special report prepared by an Independent Certified Public Accountant on such calculation on file with the District, will have produced a sum equal to at least the Maximum Annual Tax Debt Service on all Tax Obligations, Parity Obligations and Contracts Outstanding after the issuance of such Tax Obligation. "Maximum Annual Tax Debt Service" means, with respect to Tax Obligations, the greatest total Tax Debt Service payable in

any Bond Year during the period commencing with the next ensuing Bond Year and terminating with the Bond Year in which payments are due under the last outstanding Tax Obligation.

Refunding and Subordinate Obligations. Notwithstanding the foregoing provisions, there will be no limitations on the ability of the District to (i) execute any agreement evidencing any Parity Obligations or Contracts, Assessment Revenue Obligations or Tax Obligations at any time to refund any outstanding Parity Obligations or Contracts, Assessment Revenue Obligations or Tax Obligations, as applicable, so long as the applicable maximum annual debt service is not increased thereby, or (ii) execute any contract or issue any obligations which are payable from Taxes, Assessment Revenue, or both on a subordinate basis to the payment by the District of the Installment Payments.

Additional Payments

In addition to the Installment Payments the District will pay to the Authority, or the Trustee, as applicable, as Additional Payments under the Installment Purchase Agreement such amounts in each year as will be required by the Authority for the payment in full of all costs and expenses incurred by the Authority in connection with the execution, performance or enforcement of the Installment Purchase Agreement and of the Indenture, including but not limited to payment of all fees, costs and expenses and all administrative costs of the Authority in connection with the Installment Purchase Agreement and the Indenture, the fees, costs and expenses of the Trustee in connection with the Series 2005A Bonds, all expenses and interest payable by the Authority to any Bond Insurer or any other document to the extent not otherwise paid pursuant to the Installment Purchase Agreement and all taxes, assessments and governmental charges of any nature whatsoever hereafter levied or imposed by any governmental authority against the Property or the Installment Payments and the other payments required to be made by the District under the Installment Purchase Agreement.

Rate Covenant

The District has covenanted in the Installment Purchase Agreement that it will determine annually the costs of the services that are financed by the benefit assessment imposed by the District and that it will determine and impose assessments (taking into account principal, interest and other obligations owed) in an amount that is sufficient to pay the maximum Installment Payments payable in any fiscal year plus maximum annual debt service requirements for any indebtedness secured on a *pari passu* basis with the Installment Payments.

THE DISTRICT

The Los Angeles County Flood Control District was established in 1915 and encompasses approximately 2,760 square miles within the County of Los Angeles. The District may acquire or contract to acquire lands, rights of way, easements, privileges and property of every kind and to construct, improve, maintain, repair and operate any and all improvements within or without the District related to its mandate. The District has implemented a range of flood control, water conservation and soil conservation and stabilization solutions throughout the District. Employees of the Public Works Department (the "Department") serve as staff for the District. See Appendix A - "Los Angeles County Flood Control District" attached hereto.

THE AUTHORITY

The Los Angeles County Public Works Financing Authority is a public agency duly organized and existing pursuant to the Agreement. The Authority is authorized by Article 4 of Chapter 5 of Division 7 of Title 1 of the Government Code of the State of California to issue the Series 2005A Bonds. The Authority is administered by a governing board comprised of the members of the Board of Supervisors of the County who also constitute the members of the Board of Directors of the District.

RISK FACTORS

The following factors, along with all other information in this Official Statement and the Appendices hereto, should be considered by potential investors in evaluating the Series 2005A Bonds.

Remedies; Acceleration at Trustee's Discretion

The Installment Purchase Agreement provides that if the District defaults under the Installment Purchase Agreement the Trustee may exercise any and all rights and remedies available under the Installment Purchase Agreement, including the right to declare all Installment Payments immediately due and payable. The Trustee may also accelerate the obligation of the Authority to pay the principal and interest owed on the Series 2005A Bonds in the event of a default under the Indenture.

Projections and Forecasts

The projections and forecasts regarding the future Revenues of the District contained in this Official Statement and the Appendices hereto are estimates, which have been prepared on the basis of certain assumptions and hypotheses. The Authority and the District make no representation or warranty of any kind with respect to the accuracy or completeness of these projections and forecasts. The projections and forecasts contained herein are based upon assumptions as to future events and, accordingly, are subject to varying degrees of uncertainty. Some assumptions inevitably will not materialize and, additionally, unanticipated events and circumstances may occur. The projections and forecasts included in this Official Statement and the Appendices hereto may vary from actual results in material and adverse respects.

Legislation; Initiative Measures

Legislation or initiative measures impacting property, property tax allocation or the rate or rates of assessment may effect the security of the Series 2005A Bonds. The implementation of any constitutional or legislative property tax decrease could reduce taxes or assessments, and accordingly, have an adverse impact on the ability of the District to make timely Installment Payments. There is no assurance that the California electorate or Legislature will not at some future time approve additional limitations which could adversely affect the security of the Series 2005A Bonds. In addition, delinquencies in the payment of property taxes could have an adverse effect on the District's ability to make timely Installment Payments. The Authority has no power to levy and collect property taxes. See Appendix A – "Los Angeles County Flood Control District" attached hereto.

Reduction in Property Values

A reduction in land use or improvement value of property in the County caused by economic factors beyond the District and the Authority's control, such as the complete or partial destruction of such property caused by, among other unforseen events, an earthquake, other natural disaster or civil unrest, could cause a reduction in Revenues. Such a reduction in Revenues could have an adverse effect on the District's ability to make timely Installment Payments.

TAX MATTERS

Federal Tax Exemption

Exclusion from Gross Income. In the opinion of Bond Counsel, under existing law, assuming compliance with certain covenants in the Indenture, the Installment Purchase Agreement and other documents relating to the Series 2005A Bonds and requirements of the Internal Revenue Code of 1986, as amended (the "Code"), regarding the use, expenditure and investment of proceeds of the Series 2005A Bonds and the timely payment of certain investment earnings to the United States, interest on the Series 2005A Bonds is not includable in the gross income of the holders of the Series 2005A Bonds for federal income tax purposes. Failure to comply with such covenants and requirements with respect to the Series 2005A Bonds may cause the interest on the Series 2005A Bonds to be included in the gross income of the holders thereof retroactively to the date of issuance of the Series 2005A Bonds.

In the further opinion of Bond Counsel, interest on the Series 2005A Bonds is not treated as an item of tax preference in calculating the alternative minimum taxable income of individuals and corporations. Such interest, however, is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liability.

Ownership of, or the receipt of interest on tax-exempt obligations may result in collateral tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, certain foreign corporations doing business in the United States, certain S corporations with excess passive income, individual recipients of Social Security or Railroad Retirement benefits, taxpayers that may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations and taxpayers who may be eligible for the earned income tax credit. Bond Counsel expresses no opinion with respect to any collateral tax consequences and, accordingly, prospective purchasers of the Series 2005A Bonds should consult their tax advisors as to the applicability of any collateral tax consequences.

Certain requirements and procedures contained or referred to in the Indenture, the Installment Purchase Agreement or other documents pertaining to the Series 2005A Bonds may be changed, and certain actions may be taken, under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of counsel nationally recognized in the area of tax-exempt obligations. Bond Counsel expresses no opinion as to the exclusion from gross income for federal income tax purposes of the interest on

the Series 2005A Bonds on and after the date on which any such change occurs or action is taken upon the advice or approval of counsel other than Bond Counsel.

Original Issue Premium. Certain of the Series 2005A Bonds may be purchased in the initial offering for an amount in excess of their principal amount (hereinafter, the "Premium Bonds"). The excess of the tax basis of a purchaser of a Premium Bond (other than a purchaser who holds a Premium Bond as inventory, stock in trade or for sale to customers in the ordinary course of business) over the principal amount of such Premium Bond is "bond premium." Bond premium is amortized for federal income tax purposes over the term of a Premium Bond based on the purchaser's yield to maturity in the Premium Bond, except that in the case of a Premium Bond callable prior to its stated maturity, the amortization period and the yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such Premium Bond. A purchaser of a Premium Bond is required to decrease his or her adjusted basis in such Premium Bond by the amount of bond premium attributable to each taxable year in which such purchaser holds such Premium Bond. The amount of bond premium attributable to a taxable year is not deductible for federal income tax purposes. Purchasers of Premium Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the amount of bond premium attributable to each taxable year and the effect of bond premium on the sale or other disposition of a Premium Bond, and with respect to the state and local tax consequences of owning and disposing of a Premium Bond.

Original Issue Discount. The initial public offering price of certain of the Series 2005A Bonds (collectively, the "Discount Bonds") is less than the principal amount of the Discount Bonds. The difference between the principal amount of a Discount Bond and its initial public offering price is original issue discount. Original issue discount on a Discount Bond accrues over the term of such Discount Bond at a constant interest rate. To the extent it has accrued, original issue discount on a Discount Bond is treated as interest excludable from gross income for federal income tax purposes under the conditions and limitations described above. The amount of original issue discount that accrues on a Discount Bond in each year is not an item of tax preference for purposes of calculating federal alternative minimum taxable income, but is included as an adjustment in the calculation of federal corporate alternative minimum taxable income and may therefore affect a corporation's alternative minimum tax liability. Additionally, such accrued original issue discount is taken into account in determining the distribution requirements of certain regulated investment companies. Consequently, owners of Discount Bonds should be aware that the accrual of original issue discount in each year may result in an alternative minimum tax liability, additional distribution requirements or other collateral federal income tax consequences although the owner may not have received cash in such year.

The accrual of original issue discount on a Discount Bond will increase the owner's adjusted basis in such Discount Bond. This will affect the amount of taxable gain or loss realized by the owner of the Discount Bond upon the redemption, sale or other disposition of such Discount Bond. The effect of the accrual of original issue discount on the federal income tax consequences of a redemption, sale or other disposition of a Discount Bond that is not purchased at the initial public offering price may be determined according to rules that differ from those described above. Owners of Discount Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the amount of original issue discount that properly accrues with respect to the Discount Bonds, other federal income tax

consequences of owning and disposing of the Discount Bonds and any state and local tax consequences of owning and disposing of the Discount Bonds.

Future Legislation. Legislation affecting municipal obligations is continually being considered by the United States Congress. There can be no assurance that legislation enacted after the date of issuance of the Series 2005A Bonds will not have an adverse effect on the tax-exempt status of the Series 2005A Bonds. Legislative or regulatory actions and proposals may also affect the economic value of the tax exemption or the market price of the Series 2005A Bonds.

State of California Tax Exemption

In the opinion of Bond Counsel, interest on the Series 2005A Bonds is exempt from personal income taxes imposed by the State of California.

CONTINUING DISCLOSURE

The Authority has determined that no financial or operating data concerning the Authority is material to any decision to purchase, hold or sell the Series 2005A Bonds and the Authority will not provide any such information. The District has undertaken the responsibility for the continuing disclosure of financial information to Owners of the Series 2005A Bonds as described below, and the Authority shall have no liability to the Owners of the Series 2005A Bonds or any other person with respect to such disclosures.

The District has covenanted for the benefit of the Owners and beneficial owners of the Series 2005A Bonds to cause to be provided Annual Reports to each Repository, including its audited financial statements and certain operating and other information as described in the Continuing Disclosure Agreement. The District will, or will upon written direction cause the Dissemination Agent to, not later than 60 days after the District normally receives its audited financial statements from its auditors in each year but in no event later than February 1, commencing with the report for fiscal year 2004-05, provide to each Repository an Annual Report pursuant to the requirements of the Continuing Disclosure Agreement.

The District has covenanted to provide, or cause to be provided, to each Repository in a timely manner notice of the following "Listed Events" if determined by the District to be material: (1) principal and interest payment delinquencies, (2) non-payment related defaults, (3) unscheduled draws on the debt service reserves reflecting financial difficulties, (4) unscheduled draws on credit enhancements reflecting financial difficulties, (5) substitution of credit or liquidity providers, or their failure to perform, (6) adverse tax opinions or events adversely affecting the tax-exempt status of the Series 2005A Bonds, (7) modifications to rights of Bondholders, (8) contingent or unscheduled bond calls, (9) defeasances, (10) release, substitution or sale of property securing repayment of the Series 2005A Bonds and (11) rating changes. These covenants have been made in order to assist the Underwriters in complying with Rule. The District has never failed to comply in all material respects with any previous undertakings with regard to the Rule to provide annual reports or notices of material events. See Appendix G - "Form of Continuing Disclosure Agreement" attached hereto.

CERTAIN LEGAL MATTERS

The validity of the Series 2005A Bonds and certain other legal matters are subject to the approving opinion of Sidley Austin Brown & Wood LLP, Bond Counsel. The proposed form of Bond Counsel's opinion is contained in Appendix F attached hereto. Certain legal matters will be passed upon for the Authority and the District by their counsel, Hawkins Delafield & Wood LLP, Los Angeles, California, Disclosure Counsel, and by County Counsel of the County of Los Angeles.

FINANCIAL ADVISOR

Public Resources Advisory Group served as Financial Advisor in connection with the issuance of the Series 2005A Bonds. The Financial Advisor has not been engaged, nor have they undertaken, to make an independent verification or assume responsibility for the accuracy, completeness, or fairness of the information contained in this Official Statement.

LITIGATION

To the best of their knowledge, neither the Authority nor the District is aware of any pending or threatened litigation concerning the validity of the Series 2005A Bonds or challenging any action taken by the Authority or District in connection with the authorization of the Indenture or any other documents relating to the Series 2005A Bonds to which the Authority or District is or is to become a party or relating to the performance by the Authority or District of any of their respective obligations under any of the foregoing.

There are a number of lawsuits and claims pending against the District seeking damages. Included in these are a number of property damage and personal injury actions and other actions requiring the District to assume financial liability for damage to private property incurred during storm seasons. In the opinion of the County Counsel, such suits and claims as are presently pending will not impair the ability of the District to make the Installment Payments or otherwise meet its obligations under the Installment Purchase Agreement. See Appendix A – "Los Angeles County Flood Control District" attached hereto.

RATINGS

Moody's Investors Service Inc. ("Moody's"), Standard & Poor's ("S&P") and Fitch Ratings ("Fitch") have assigned ratings of "___," "___," and "___," respectively, to the Series 2005A Bonds. Such ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained from the respective agencies at the following addresses: Moody's Investors Service Inc., 99 Church Street, New York, New York 10007, Standard & Poor's, a division of The McGraw-Hill Companies, Inc., 55 Water Street, New York, New York 10041 and Fitch Ratings, One State Street Plaza, New York, New York 10004. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by and of the rating agencies, if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2005A Bonds.

MISCELLANEOUS

Included herein are brief summaries of certain documents and reports, which summaries do not purport to be complete or definitive, and reference is made to such documents and reports for full and complete statements of the contents thereof. Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District, the County or the Authority and the purchasers or Owners of any of the Series 2005A Bonds.

The delivery of this Official Statement has been duly authorized by the Authority and the District. Additional information regarding this Official Statement may be obtained by contacting:

GLENN BYERS
DIRECTOR OF PUBLIC FINANCE
COUNTY OF LOS ANGELES TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION, ROOM 432
500 WEST TEMPLE STREET
LOS ANGELES, CALIFORNIA 90012
(213) 974-7175

APPENDIX A

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

General

The Los Angeles County Flood Control District (the "District") was established in 1915 and encompasses approximately 2,760 square miles within the County of Los Angeles (the "County"). Employees of the Public Works Department (the "Department") of the County serve as staff for the District. The District is separate from the Department and funds of each entity remain in separate accounts. The Department pays the District for the use of District equipment, materials and property used for County purposes.

The District's topography is dominated by a broad flood plain lying between the Pacific Ocean and extending approximately twenty-five miles to the San Gabriel Mountains. A significant amount of precipitation is deposited along this mountain range during the fall and winter months of most years. The resulting runoff of water from the mountains onto the flood plain presents a danger to life and property in the area. Substantially all of the County's population resides, and its assessed valuation is generated within, the District's boundaries.

The District is empowered by the Los Angeles County Flood Control Act 1915, California Water Code, Appendix, Chapter 28 (the "Act") to acquire or contract to acquire lands, rights of way, easements, privileges and property of every kind and to construct, improve, maintain, repair and operate any and all improvements within or without the District necessary to carry out the objectives and purposes of the Act. Pursuant to this authority, the District has implemented a range of solutions to the various flood control, water and soil conservation, watershed management, and stabilization problems throughout the District.

District Operations

General. The District's administrative activities are directed by the Director of Public Works who serves concurrently as the Chief Engineer of the District. Approximately 1,330 employees of the Department provide direct services to the District through the programs described below. The District presently spends approximately $65 million annually for maintenance of existing facilities, which include 15 major dams, 132 debris retention facilities, 24 retention-detention facilities, 178 debris-retaining inlets, 3 seawater barrier projects, 494 miles of channels, 2,616 miles of storm drains, 229 crib dams, 43 fire structures, 28 spreading grounds, 75 stream gauging stations, and 33 sediment placement sites, in addition to support facilities in the District.

Development Regulations. The District establishes design standards for the development of new projects. Such standards govern the preparation of plans, specifications, hydraulic and structural analyses, engineering reviews, geological and mechanical recommendations and construction cost estimates.

Flood Control and Drainage. The District is responsible for the operations of the County's dams which includes the keeping of historical records, the physical maintenance and upkeep of the dams, debris basins, flood control channels, storm drains, spreading grounds, pumping plants and sea water barriers as well as the construction and maintenance of stream gauging stations, wells, access roads and trails. In addition to detailed dam information, the

District analyzes and reports weather data and performs flood forecasting, rainfall, evaporation, hydrologic and hydraulic studies and sedimentation management.

Property Management. The District controls the development of flood plain maps and ordinances, manages a number of benefit assessment programs and reviews new land developments, building permits and drainage plans. The District also performs maintenance management studies, coordinates disaster reimbursements from State and/or federal agencies and is responsible for the appraisal, acquisition, leasing, or disposal of real estate, the processing of damage claims and the performance of engineering, title, permit and planning activities on rights of way to be acquired.

Services to Others. The District provides reimbursable and nonreimbursable services to the federal, State and local governments and private individuals. These services include construction of new projects in local areas, cooperative agreements with governmental agencies such as the Corps of Engineers, the State Water Resources Board or the California Department of Transportation and emergency flood and fire services.

Water Conservation. The District's water conservation program includes plans and provides technical supervision of the operation of water conservation facilities and barriers to sea water intrusion, studies of ground water hydrology and record of data, surveillance of water quality and the monitoring of continual testing and engineering.

Waste Management. The District has established a waste management program to prevent or remedy incidents of contamination of the District's channels, spreading grounds and dams.

Watershed Management. The District is responsible for planning and implementing watershed management projects that protect the District's residents from flooding. In addition, this program and the Waste Management program ensures the District's efforts to comply with the Federal Clean Water Act. In addition to routine operations, certain employees are assigned to special storm duties, including protection of life and property and the collection of hydrological data for use in planning operations. A coordinated system of reservoir discharges from the District's dams is established at the beginning of a storm to provide flood control. Critical sections of the principal channels are patrolled by personnel during storms and standby employees are strategically located throughout the District to render emergency assistance.

Employee Relations and Collective Bargaining

In 1985, the employees of the District were transferred to the Department. All County employees working for the District are subject to the County Employee Relations Ordinance. Approximately [____] administrative employees of the District are not represented by labor organizations. Most of the remaining employees serving the District are represented by bargaining units of labor organizations. The District has experienced no major stoppages by County employees. The classifications of represented employees presently subject to collective bargaining agreements are set forth below:

CLASSIFICATIONS OF REPRESENTED EMPLOYEES SUBJECT TO COLLECTIVE BARGAINING AGREEMENTS (2003-04)

[Update]

Classifications	Number of Budget Positions	Date Majority of Agreements Expire [1]
	____	____
Administrative	____	____
Artisan and Blue Collar	____	____
Building Trades/Skilled Craftsmen, Mechanics	____	____
Clerical	____	____
Engineering	____	____

Source: County of Los Angeles.
[1] Expired agreements are mutually extended during negotiations for a new agreement.

Retirement Program

[update]

General. All permanent County employees of three-quarter time (or more) are eligible for membership in the Los Angeles County Employees Retirement Association ("LACERA"). LACERA was established in accordance with the County Employees Retirement Law of 1937 to administer the County's employee retirement trust fund. LACERA operates as a cost-sharing multi-employer defined benefit plan for the County and four participating agencies. As of June 30, 2004, there were _____ active members; retired members totaled _____.

The LACERA plans are structured as "defined benefit" plans in which benefit allowances are provided based on salary, length of service and age. County employees may participate in contribution based plans, or for those who began employment after January 4, 1982, in a non-contributory plan. With respect to contribution based plans, employee contributions to the retirement system are based on rates determined by LACERA's actuary. Such contributions are based upon the date and age of entry into the plan and type of membership (general or safety).

Actuarial Valuation. State law provides that the County contribute to the fund on behalf of employees based on rates determined by the system's actuary. Such rates are required to be calculated in a triennial valuation. LACERA presently conducts annual interim valuations to assess changes in the fund's portfolio.

The actuarial assumptions regarding interest and inflation rates, salary growth, demographic data and mortality impact the actuary's valuation of the system. The valuation determines the amount needed to fund the normal retirement cost and any unfunded actuarial accrued liability ("UAAL"). UAAL is the actuarial accrued liability minus the actuarial value of assets of LACERA at a particular valuation date. The UAAL at June 30, 2004 was $___ billion.

The actuary uses the Entry Age Normal Method to determine the necessary contribution rates. Investment gains and losses are recognized using a 3-year actual smoothing method.

On _____, 2005, the Board of Investments approved an annual valuation dated as of June 30, 2004. This valuation reported that the actuarial accrued liability increased by ___ percent to $____ billion. The funded ratio decreased from ____% as of June 30, 2003 to ____% as of June 30, 2004. This reduction primarily results from losses on actuarial assets due to lower than targeted investment returns and recognition of losses deferred from prior years.

In June 2002, the County and LACERA entered into the Retirement Benefits Enhancement Agreement (the "Agreement") to enhance certain retirement benefits in a manner that is consistent with State law changes enacted in 2001 and fringe benefit changes negotiated in 2000. Additionally, the Agreement provided for a 30-year rolling amortization period for any UAAL that may be recognized through the term of the Agreement, which expires in July 2010.

Budget Process

The District's Budget is prepared and submitted in accordance with the instructions and proceedings developed by the County Chief Administrative Officer. The Chief Administrative Officer presents the Proposed County and District Budgets to the Board of Supervisors, the governing body of the District. The Board of Supervisors is required by law to adopt a Proposed Budget no later than June 30 of each year. Absent the adoption of a Final Budget by June 30, the appropriations approved in the Proposed budget become effective for the new fiscal year until a Final Budget is adopted. After conducting public hearings and deliberating the details of the Budget, the Board of Supervisors adopts the final County and District Budgets. The Department and the Chief Administrative Office monitor actual expenditures and revenue receipts on a monthly basis to ensure that the Budget remains in balance throughout the fiscal year.

District Budget

The following table sets forth the District's general fund final budgets for fiscal years 2000-01 through 2004-05 and a comparison of the changes from the fiscal year 2003-04 final budget to the fiscal year 2004-05 final budget.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
GENERAL FUND
Final Fiscal Year 2000-01 Through 2004-05 Budget and Change From 2003-04 Final Budget

	Final 2000-01 Budget[1]	Final 2001-02 Budget[1]	Final 2002-03 Budget[1]	Final 2003-04 Budget[1]	Final 2004-05 Budget[1]	Change from 2003-04 Final Budget: Amount	Change from 2003-04 Final Budget: Percent Increase (Decrease)
REQUIREMENTS							
APPROPRIATIONS							
Services and Supplies	$186,116,000	$180,823,000	$176,920,000	$184,395,000	$188,587,000	$4,192,000	2.27%
Other Charges	20,980,000	20,985,000	23,268,000	21,303,000	23,843,000	2,540,000	11.92
Fixed Assets							
Buildings and Improvements	$ 1,143,000	$ 20,239,000	$23,286,000	$21,887,000	$32,817,000	$10,930,000	49.94%
Equipment	93,000	50,000	50,000	50,000	73,000	23,000	46.00
Land	200,000	--	--	--	--	--	--
Sub-total Fixed Assets	$ 1,436,000	$ 20,289,000	$ 23,336,000	$21,937,000	$32,890,000	$10,953,000	49.93%
Residual Equity Transfer	$ 1,134,000	$ 2,416,000	$ 2,052,000	$2,118,000	$1,874,000	($244,000)	(11.52%)
Appropriation for Contingency	--	--	3,125,000	1,131,000	53,000	(1,078,000)	(95.31)
Total Financing Uses	$209,666,000	$224,513,000	$228,701,000	$230,884,000	$247,247,000	$16,363,000	7.09%
Reserves							
Designations	$ 0	$ 0	$ 12,000,000	$12,000,000	$12,777,000	$777,000	6.48%
Total Requirements	$209,666,000	$ 224,513,000	$240,701,000	$242,884,000	$260,024,000	$17,140,000	7.06%
AVAILABLE FUNDS							
Fund Balance	$ 17,708,000	$ 18,392,000	$ 10,248,000	$12,586,000	$16,180,000	$3,594,000	28.56%
Revenue	25,397,000	38,908,000	37,486,000	46,628,000	56,235,000	9,607,000	20.60
Benefit Assessment	107,061,000	107,608,000	107,588,000	108,344,000	108,503,000	159,000	0.15
Property Taxes	53,500,000	55,605,000	59,425,000	63,326,000	63,521,000	195,000	0.31
Cancel Reserve/Designation	6,000,000	4,000,000	12,829,000	12,000,000	15,585,000	3,585,000	29.88
Total Available Funds	$209,666,000	$224,513,000	$227,576,000	$242,884,000	$260,024,000	$17,140,000	7.06%

[1] Final adjusted budget for the fiscal year ending June 30.

Assessed Valuation

The following table sets forth the changes in assessed valuation for the Los Angeles County Flood Control District from fiscal years 1998-99 through 2003-04 and projected assessed valuation for fiscal year 2004-05.

CHANGE IN ASSESSED VALUATION [Update]

Fiscal Year	Secured Valuation	Net Change from Prior Fiscal Year	Percent Change
1998-99	$473,901,659,373	$12,853,236,373	2.79%
1999-00	502,392,467,420	28,490,808,047	6.01
2000-01	537,144,469,417	34,752,001,997	6.92
2001-02	573,661,126,147	36,516,656,730	6.80
2002-03	612,436,173,869	38,775,047,722	6.76
2003-04			
2004-05*			

Source: County of Los Angeles Auditor-Controller.
* Projected.

District Revenues

General. The District presently has two primary sources of revenue. The District receives a share of the *ad valorem* property taxes collected by the County and a benefit assessment placed on the property tax roll.

Property Taxes. Taxes are levied for each fiscal year on taxable real and personal property which is situated in the County as of the preceding January 1. However, upon a change in ownership of property or completion of new construction, State law permits an accelerated recognition and taxation of increases in real property assessed valuation (known as a "floating lien date"). For assessment and collection purposes, property is classified either as "secured" or "unsecured" and is listed accordingly on separate parts of the assessment roll. The "secured roll" is that part of the assessment roll containing State assessed property and property secured by a lien on real property which is sufficient, in the opinion of the Assessor, to secure payment of the taxes. Other property is assessed on the "unsecured roll."

The County levies a one-percent property tax on behalf of all taxing agencies in the County. The taxes collected are allocated based on a formula established by State law enacted in 1979 and amended periodically. Under this formula, the County and all other taxing entities receive a base year allocation plus an allocation on the basis of "situs" growth in assessed value (new constructions, change of ownership, and inflation) prorated among the jurisdictions which serve the tax rate areas within which the growth occurs. Tax rate areas are specifically defined geographic areas, which were developed to permit the levying of taxes for less than County-wide or less than citywide special districts.

In addition to the one percent property tax levied by the County, the District is empowered to levy a tax each year upon the taxable real property in the District sufficient to pay the interest on outstanding voter approved bonds and the portion of the principal that is due, and the portion of principal and interest which will become due before the time for the next general tax levy. Such tax is levied and collected on real property at the same time and in the same manner as the general tax levy for County purposes and, when collected, is paid into the County Treasury to the credit of the District.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of the fiscal year. If unpaid, such taxes become delinquent on December 10 and April 10, respectively, and a 10 percent penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax-defaulted on or about June 30. Such property may thereafter be redeemed by payment of the delinquent taxes and the delinquency penalty, plus a redemption penalty of one and one-half percent per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the County Tax Collector.

Property taxes on the unsecured roll are due as of the January 1 lien date and become delinquent, if unpaid, on August 31. A 10 percent penalty attaches to delinquent taxes on property on the unsecured roll, and an additional penalty of one and one-half percent per month begins to accrue on November 1 of the fiscal year. The taxing authority has four ways of collecting unsecured personal taxes: (1) a civil action against the taxpayer, (2) filing a certificate in the office of the County Clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer, (3) filing a certificate of delinquency for recording in the County Recorder's office in order to obtain a lien on certain property of the taxpayer, and (4) seizure and sale of personal property, improvements or possessory interests, belonging or assessed to the assessee.

The following table provides a summary of the District's share of the one percent property tax levy during the past five fiscal years and the projected one percent property tax levy for fiscal year 2004-05.

FLOOD CONTROL GENERAL FUND SHARE OF COUNTY ONE PERCENT TAX LEVY
Fiscal Year 1999-2000 through Fiscal Year 2003-04 [Update]

Fiscal Year	Total Tax Levy	Taxes Collected Through June 30[1]	Percent Collected
1999-00	$50,550,899	$48,640,708	96.22%
2000-01	53,971,177	52,120,192	96.57
2001-02	57,699,053	55,797,258	96.70
2002-03	61,543,485	59,559,206	96.78
2003-04			
2004-05[2]			

Source: County of Los Angeles Auditor-Controller.
[1] Does not include the current year collections of delinquencies from prior years.
[2] Projected.

Benefit Assessment. The benefit assessment is authorized by Chapter 6.4 (commencing with Section 54703), Part 1, Division 2, Title 5 of the California Government Code. At the November 6, 1979 election, a majority of those voting approved a ballot measure which authorized a benefit assessment in future years to supplement other revenues sufficient to keep the existing flood protection system in a safe and effective condition, to respond to emergencies and to finance the construction of urgently needed flood control improvements.

The benefit assessment is levied and collected at the same time and in the same manner as the general tax levy for County purposes. The benefit assessment is calculated each year by the District based on the location, use, type of improvement and assessment rate of each parcel within the District and has no maximum limit. However, Proposition 218 (as defined below) limits the District's ability to levy additional property related benefit assessments or to increase existing benefit assessments without voter approval. The average benefit assessment for a single family residence is presently $28.85.

The benefit assessment levy presently provides 47 percent of the District's funding for operations and maintenance expenses and none of the District's funding for debt service on outstanding obligations. The following table sets forth the benefit assessment levies and collections during the past five fiscal years, the estimated levy and collection for fiscal year 2003-04 and the projected levy and collection for fiscal year 2004-05.

BENEFIT ASSESSMENT LEVIES AND COLLECTIONS [Update]

Fiscal Year	Levy	Amount Collected [1]	Percent Collected
1998-99	$106,942,384	$103,965,661	97.22%
1999-00	107,154,340	104,036,404	97.09
2000-01	107,360,031	104,313,028	97.16
2001-02	107,575,247	104,835,002	97.45
2002-03	108,478,279	105,813,583	97.54
2003-04		[2]	
2004-05		[3]	

Source: County of Los Angeles Auditor-Controller
[1] Does not include the current year collections of delinquencies from prior years.
[2] Estimated.
[3] Projected.

Right to Vote on Taxes Initiative-Proposition 218. On November 5, 1996, the voters of the State approved Proposition 218, a constitutional initiative, entitled the "Right to Vote on Taxes Act" ("Proposition 218"). Proposition 218 adds Articles XIIIC and XIIID to the California Constitution and contains a number of interrelated provisions affecting the ability of local governments, including the County and the District, to levy and collect existing and future taxes, assessments, fees and charges. Proposition 218 became effective on November 6, 1996. Senate Bill 919 was enacted to provide certain implementing provisions for Proposition 218 and became effective on July 1, 1997.

Proposition 218 provides for broad initiative powers to reduce or repeal taxes, assessments, fees and charges. This initiative power is not limited by the terms of Proposition 218 to taxes, assessments or fees and charges imposed after November 6, 1996 and absent other legal authority could result in retroactive reduction in any existing taxes, assessments or fees and charges. However, other than any impact resulting from the exercise of this initiative power, presently the Authority does not believe that Proposition 218's potential impact on the financial condition of the District as a result of the provisions of will adversely affect the Authority's ability to pay the principal of and interest with respect to Bonds as and when due.

Article XIIID of Proposition 218 adds several new requirements making it generally more difficult for local agencies to levy "assessments" for municipal services and programs. "Assessment" is defined in Proposition 218 and SB 919 to mean any levy or charge upon real property for a special benefit conferred upon the real property. This includes maintenance assessments imposed in County service areas and in special districts. The District's existing benefit assessments are not subject to property owner approval under Proposition 218 because they were imposed prior to Proposition 218. Proposition 218 limits the District's ability, however, to levy additional property related benefit assessments or to increase existing benefit assessments without voter approval. See Appendix B – "Financial Statements of the Los Angeles County Flood Control District for the Fiscal Year Ended June 30, 2004" Note 8.

Additional implementing legislation pertaining to Proposition 218 may be introduced in the State legislature from time to time. In addition, other initiative measurers relating to

assessments may be approved by the voters. No assurance can be given regarding the terms any such legislation or initiative measures or their potential impact on the District.

Financial Statements

The following table sets forth the revenues, expenditures and changes in fund balances for the District for the past five fiscal years.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
Combined Statement of Revenues, Expenditures and Changes in Fund Balances
General Fund for the Fiscal Years 1999-00 through 2003-04
(in thousands)

	Fiscal Year 1999-00	Fiscal Year 2000-01	Fiscal Year 2001-02	Fiscal Year 2002-03	Fiscal Year 2003-04
REVENUES:					
Taxes	$ 51,233	$ 56,718	$ 59,298	$63,102	$68,855
Licenses and permits	627	598	731	535	231
Fines, forfeitures and penalties	1,531	1,474	1,474	1,667	2,763
Interest	6,730	8,212	4,382	2,079	919
Rents and royalties	4,325	5,693	6,248	6,133	6,802
Intergovernmental revenues:					
Federal	8,598	5,250	3,313	2,347	5,240
State	4,674	2,198	1,502	1,106	1,695
Other	1,553	1,530	--	2,232	2,396
Charges for services	111,754	106,605	107,552	115,003	111,697
Miscellaneous	--	9,702	1,061	855	1,554
TOTAL REVENUES	$191,025	$197,980	$185,561	$195,059	$202,152
EXPENDITURES:					
Current:					
Services and supplies	$177,703	$166,801	$179,747	$171,922	$176,207
Other charges	1,927	2,147	5,972	4,579	2,961
Debt Service					
Principal	--	--	--	--	--
Interest	--	--	--	--	--
Capital Outlay	610	1,909	950	3,535	2,168
TOTAL EXPENDITURES	$180,240	$170,857	$186,669	$180,036	$181,336
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES	$10,785	$ 27,123	($1,108)	$15,023	$20,816
OTHER FINANCING SOURCES (USES):					
Sales of fixed assets	1,263	106	206	243	708
Operating transfers from other funds	--	--	--	1,700	--
Operating transfers to other funds	($18,353)	($18,311)	($18,228)	(18,402)	(17,521)
OTHER FINANCING SOURCES (USES) - NET	($17,090)	($18,205)	($18,022)	(16,459)	(16,813)
EXCESS (DEFICIENCY) OF REVENUES AND OTHER SOURCES OVER EXPENDITURES AND OTHER USES	($6,305)	$8,918	($19,130)	($1,436)	$4,003
BEGINNING FUND BALANCE, JULY 1	$139,724	$133,529	$142,199	$117,387	$115,048

Table continued on next page.

	Fiscal Year 1999-00	Fiscal Year 2000-01	Fiscal Year 2001-02	Fiscal Year 2002-03	Fiscal Year 2003-04
PRIOR PERIOD ADJUSTMENT[1]	1,480	510	(4,131)	--	--
CONTRIBUTION TO COUNTY OF LOS ANGELES[2]	($1,370)	($758)	($1,551)	(903)	(1,306)
FUND BALANCE, JUNE 30	$133,529	$142,199	$117,387	$115,048	$117,745

Source: Component Unit Financial Statements.
[1] Prior period adjustments for Fiscal Year 1999-00 and Fiscal Year 2000-01 consist of adjustments to litigation accruals of $1,480 and federal disaster revenue accruals of $510, respectively. The prior period adjustment for Fiscal Year 2001-02 consist of adjustments for litigation and self insurance and accrued property tax revenues in accordance with GASB Interpretation No. 6.
[2] See Appendix B – "Financial Statements of the Los Angeles County Flood Control District for the Fiscal Year Ended June 30, 2004" Note 2.

Investments

The Treasurer and Tax Collector (the "Treasurer") of Los Angeles County has the delegated authority to invest funds on deposit in the County Treasury (the "Treasury Pool"). As of February 28, 2005, investments in the Treasury Pool were held for local agencies including school districts, community college districts, special districts and discretionary depositors such as cities and independent districts in the following amounts:

Local Agency	Invested Funds (in billions)
County of Los Angeles and Special Districts	$ 6.840
Schools and Community Colleges	9.115
Independent Public Agencies	1.165
Total	$17.120

Of these entities, the involuntary participants accounted for approximately 93.20%, and all discretionary participants accounted for 6.80% of the total Treasury Pool.

Decisions on the investment of funds in the Treasury Pool are made by the County Investment Officer in accordance with established policy, with certain transactions requiring the Treasurer's prior approval. In Los Angeles County, investment decisions are governed by Chapter 4 (commencing with Section 53600) of Part 1 of Division 2 of Title 5 of the California Government Code, which governs legal investments by local agencies in the State of California, and by a more restrictive Investment Policy developed by the Treasurer and adopted by the Los Angeles County Board of Supervisors on an annual basis. The Investment Policy adopted on March 15, 2005, reaffirmed the following criteria and order of priority for selecting investments:

1. Safety of Principal
2. Liquidity
3. Return on Investment

The Treasurer prepares a monthly Report of Investments (the Investment Report) summarizing the status of the Treasury Pool, including the current market value of all investments. This report is submitted monthly to the Board of Supervisors for formal action to approve it. According to the Investment Report dated March 24, 2005, the February 28, 2005 book value of the Treasury Pool was approximately $17.120 billion and the corresponding market value was approximately $17.067 billion.

An internal controls system for monitoring cash accounting and investment practices is in place. The Treasurer's Compliance Auditor, who operates independently from the Investment Officer, reconciles cash and investments to fund balances daily. They also review each investment trade for accuracy and compliance with the Board adopted Investment Policy. The County Auditor-Controller's Office performs similar cash and investment reconciliation on a quarterly basis and regularly reviews investment transactions for conformance with the approved policies. Additionally, the County's outside independent auditor annually accounts for all investments.

The Treasury Pool is highly liquid. As of February 28, 2005, approximately 53.33% of the pool investments mature within 60 days, with an average of 159.36 days to maturity for the entire portfolio. The following table identifies the types of securities held by the Pool as of February 28, 2005.

Type of Investment	% of Treasury Pool
U.S. Government and Agency Obligations	43.25 %
Certificates of Deposit	20.38
Commercial Paper	29.49
Bankers Acceptances	0.00
Municipal Obligations	0.22
Corporate Notes & Deposit Notes	5.20
Asset Backed Instruments	0.00
Repurchase Agreements	1.46
Other	0.00

Effective January 1, 1996, Section 27131 of the Government Code requires all counties investing surplus funds to establish a County Treasury Oversight Committee. On January 16, 1996, the Board of Supervisors approved the establishment of the County Treasury Oversight Committee and subsequently confirmed the five Committee members nominated by the Treasurer in accordance with that Section. The Committee, which meets quarterly, is required to review and monitor for compliance the investment policies prepared by the Treasurer.

Outstanding Indebtedness

In 1970, the voters of the District authorized $252,000,000 of Election 1970 general obligation bonds. All of the authorization of the Election 1970 general obligation bonds have been issued. As of [_____, 2005], the District had $_____ of its Election 1970 general obligation bonds outstanding. 1970 general obligation debt of the District is payable from special ad valorem property taxes and may not be used to pay any other debt obligations of the District.

The following table sets forth the District's outstanding Election 1970 GO Bonds, including refunding bonds thereof, and refunding revenue bonds as of [_____, 2005].

OUTSTANDING OBLIGATIONS OF THE DISTRICT
(as of [_____, 2005])

Issue	Amount Issued	Amount Outstanding	Final Maturity
Election 1970			
Series J	42,000,000	$ 2,800,000	May 2005
Series M	13,000,000	1,560,000	May 2007
Series N	14,000,000	2,250,000	November 2007
1993 Refunding	$ 50,290,000	$ 845,000	May 2006
Refunding Revenue Bonds Series 2003A	143,195,000	131,790,000	March 2017
TOTALS	$[_____]	$[_____]	

Source: Los Angeles County Auditor-Controller's Office.

Overlapping Debt

Set forth below is a direct and overlapping debt report prepared by California Municipal Statistics Inc., dated [_____, 2005]. The report is included for general informational purposes only. The District has not reviewed the report for completeness or accuracy and makes no representations in connection therewith.

[to come]

General Litigation

There are a number of lawsuits and claims pending against the District. Included in these are a number of property damage, personal injury and environment-related actions. In the opinion of the County Counsel, such suits and claims as are presently pending will not impair the ability of the District to make debt service payments on the Series 2005A Bonds or otherwise meet its outstanding debt obligations.

APPENDIX B

FINANCIAL STATEMENTS OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FOR THE FISCAL YEAR ENDED JUNE 30, 2004

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE PRINCIPAL LEGAL DOCUMENTS

APPENDIX D

BOOK-ENTRY ONLY SYSTEM

BOOK-ENTRY ONLY SYSTEM

The information in this Appendix D concerning The Depository Trust Company ("DTC"), New York, New York, and DTC's book-entry system has been obtained from DTC and the Authority takes no responsibility for the completeness or accuracy thereof. The Authority cannot and does not give any assurances that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Series 2005A Bonds, (b) certificates representing ownership interest in or other confirmation or ownership interest in the Series 2005A Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2005A Bonds, or that they will do so on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix D. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the Series 2005A Bonds. The Series 2005A Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered security certificate will be issued for each maturity of the Series 2005A Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 countries that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation, (respectively, "NSCC," "GSCC," "MBSCC," and "EMCC," also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of the Series 2005A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2005A Bonds on DTC's records. The ownership interest of each actual purchaser of each Security ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2005A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2005A Bonds, except in the event that use of the book-entry system for the Series 2005A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2005A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of the Series 2005A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2005A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2005A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Series 2005A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2005A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Security documents. For example, Beneficial Owners of the Series 2005A Bonds may wish to ascertain that the nominee holding the Series 2005A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. The conveyance of notices and other communications by DTC to DTC Participants, by DTC Participants to Indirect Participants and by DTC Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Any failure of DTC to advise any DTC Participant, or of any DTC Participant or Indirect Participant to notify a Beneficial Owner, of any such notice and its content or effect will not affect the validity of the redemption of the Series 2005A Bonds called for redemption or of any other action premised on such notice. Redemption of portions of the Series 2005A Bonds by the Authority will reduce the outstanding principal amount of Bonds held by DTC. In such event, DTC will implement, through its book-entry system, a redemption by lot of interests in the Series 2005A Bonds held for the account of DTC Participants in accordance with

its own rules or other agreements with DTC Participants and then DTC Participants and Indirect Participants will implement a redemption of the Series 2005A Bonds for the Beneficial Owners.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2005A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2005A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Payments of principal of, premium, if any, and interest evidenced by the Series 2005A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC (nor its nominee), the Trustee, or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal of, premium, if any, and interest evidenced by the Series 2005A Bonds to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

NONE OF THE AUTHORITY, THE DISTRICT OR THE TRUSTEE WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS WITH RESPECT TO THE PAYMENTS OR THE PROVIDING OF NOTICE TO DTC PARTICIPANTS, INDIRECT PARTICIPANTS OR BENEFICIAL OWNERS OR THE SELECTION OF BONDS FOR PREPAYMENT.

None of the Authority, the District or the Trustee can give any assurances that DTC, DTC Participants, Indirect Participants or others will distribute payments of principal of, premium, if any, and interest on the Series 2005A Bonds paid to DTC or its nominee, as the registered Owner, or any redemption or other notice, to the Beneficial Owners or that they will do so on a timely basis or that DTC will serve and act in a manner described in this Official Statement.

DTC may discontinue providing its services as depository with respect to the Series 2005A Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered.

In the event that the book-entry system is discontinued as described above, the requirements of the Indenture will apply. The foregoing information concerning DTC concerning and DTC's book-entry system has been provided by DTC, and none of the Authority or the Trustee take any responsibility for the accuracy thereof.

None of the Authority, the Trustee or the Underwriters can and do not give any assurances that DTC, the Participants or others will distribute payments of principal, interest or premium, if any, evidenced by the Series 2005A Bonds paid to DTC or its nominee as the registered owner, or will distribute any redemption notices or other notices, to the Beneficial Owners, or that they will do so on a timely basis or will serve and act in the manner described in this Official Statement. None of the Authority, the Trustee or the Underwriters are responsible or liable for the failure of DTC or any Participant to make any payment or give any notice to a Beneficial Owner with respect to the Series 2005A Bonds or an error or delay relating thereto.

APPENDIX E

SCHEDULE OF INSTALLMENT PAYMENTS

SCHEDULE OF INSTALLMENT PAYMENTS

Payment Date	Principal	Interest	Total

APPENDIX F

FORM OF BOND COUNSEL OPINION

APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX H

FORM OF FINANCIAL GUARANTY INSURANCE POLICY