COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DEAN D. EFSTATHIOU, Acting Director

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ALHAMBRA, CALIFORNIA 91803-1331
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P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: FI-3

July 29, 2008

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

Dear Supervisors:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FUNDING AGREEMENT IMPLEMENTING APPROVED DISTRICT FUNDING FOR FRANK G. BONELLI REGIONAL PARK, PECK ROAD PARK, AND VARIOUS TRAILS FOR FISCAL YEAR 2008-09 (SUPERVISORIAL DISTRICTS 1 AND 5) (3 VOTES)

SUBJECT

This action is to enable the Los Angeles County Flood Control District to continue a funding agreement with the Department of Parks and Recreation. This agreement provides funds to preserve recreational features on lands adjacent to Los Angeles County Flood Control District property.

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

1. Find the recommended actions categorically exempt from the provisions of the California Environmental Quality Act.

2. Instruct the Chair to execute both the Funding Agreement and the Sublease on behalf of the County and the Los Angeles County Flood Control District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended actions is to authorize the expenditure of Los Angeles County Flood Control District (LACFCD) funds for the preservation of recreational features on LACFCD properties during Fiscal Year 2008-09. The Departments of Public Works and Parks and Recreation have identified two parks and various trails that are either on or adjacent to LACFCD facilities that are eligible to receive LACFCD funds. The attached Sublease continues a lessor/lessee relationship between the County and the LACFCD. The Sublease allows the LACFCD to acquire an interest in the property so that it can enter into a funding agreement for that property.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1), Fiscal Responsibility (Goal 4), and Community Services (Goal 6). The quality of life for residents in these communities is enhanced when sufficient monies are provided for Parks and Recreation to continue to maintain recreational features at these parks and maintain the hiking and equestrian trails.

FISCAL IMPACT/FINANCING

The total cost to the LACFCD is $3,900,000 for Fiscal Year 2008-09.

The Funding Agreement and Sublease are based on County operation and maintenance of these parks and trails with the LACFCD to reimburse the County actual allowable costs incurred during the term of the Funding Agreement and Sublease up to a maximum reimbursement of $3,900,000. Sufficient funds to cover the LACFCD's costs under this Agreement are available in the Fiscal Year 2008-09 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Currently, under Lease Agreement No. 75733, the LACFCD continues to lease to the County the right to use the water surface of the reservoir and the immediate adjoining areas for boating and recreational purposes at the County's Bonelli Regional Park, in the City of San Dimas. This lease agreement is in its fourth year of the initial five-year term.

The Funding Agreement continues LACFCD funding to Parks and Recreation for Fiscal Year 2008-09 for the operation and maintenance of Peck Road Park, which is already owned by the LACFCD, for Bonelli Regional Park, which is subject to the execution of the attached Sublease, and for various riding and hiking trails located on LACFCD right of way.

The Sublease extends to Fiscal Year 2008-09 the lessor/lessee relationship between the County and the LACFCD and allows the LACFCD to acquire an interest in Bonelli Regional Park so that it can enter into the Funding Agreement for that property.

It is the intention of the parties that the Bonelli Park Sublease between the LACFCD and the County should be renewed before the LACFCD reimburses the County for any actual costs incurred under the subject Funding Agreement. The Funding Agreement and Sublease provide that the County will indemnify the LACFCD from any liability as set forth in the Funding Agreement and Sublease. County Counsel has reviewed and approved these agreements as to form.

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt pursuant to Class 5, Subsection (a) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15305 of the California Environmental Quality Act (CEQA) Guidelines in that the County is entering into an agreement with the LACFCD, another local agency, to accomplish activities that are categorically exempt. The activities to be accomplished are categorically exempt pursuant to Class 1, Subsections (c), (d), (j), (r), (s), and (x) of the Environmental Reporting Procedures and Guidelines adopted by your Board on November 17, 1987, and Section 15301 of the State CEQA Guidelines in that the activities are the operation and maintenance of existing public facilities involving no expansion in use beyond that which presently exists.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Funding Agreement and Sublease continue prior agreements. As such, current services will not be impacted.

CONCLUSION

Please return one adopted copy of this letter and one copy each of the executed Funding Agreement and the Sublease to the Department of Public Works, Budget/Fund Management Division. Also, please return one adopted copy of this letter and one copy each of the executed Funding Agreement and the Sublease to the Department of Parks and Recreation.

Respectfully submitted,

Charles W. Adams

for DEAN D. EFSTATHIOU
Acting Director of Public Works

MB:ma

Attachment

c: Auditor-Controller (Accounting Division – Asset Management)
Chief Executive Office
County Counsel
Department of Parks and Recreation

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

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

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

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

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

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

WHEREAS, said PARKS AND TRAILS are either located on LACFCD property or are adjacent to LACFCD property; and

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

WHEREAS, it is the intention of both of the parties hereto that the sole purpose of this AGREEMENT is to provide partial LACFCD funding, during the Fiscal

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Year 2008-09, the mutual written approval of the Chief Engineer of LACFCD and Director of DEPARTMENT, or its designee, for the preservation of existing recreational features at said PARKS AND TRAILS, all as set forth herein; and

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

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

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

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

Bonelli Park	$3,500,000
Peck Road Park	$53,000
Park Trails	$347,000

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

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

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

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

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

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

8. This AGREEMENT shall commence upon execution and end June 30, 2009.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective duly authorized officers on this 29TH day of JULY, 2008.

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

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

COUNTY OF LOS ANGELES,
a body corporate and politic

By _____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

_____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By _____
Deputy

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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 JUL 29 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

29 JULY 29, 2008

FRANK G. BONELLI
REGIONAL PARK AND
RECREATION AREA
SUBLEASE NO. 76641

SUBLEASE OF FRANK G. BONELLI REGIONAL PARK

This Sublease is entered into this 29TH day of JULY, 2008, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "LACFCD."

WHEREAS, the LACFCD as landlord and the COUNTY as tenant, will enter into a Lease Agreement concurrent with the day first written above; which will authorize the COUNTY to enter into subleases affecting the Frank G. Bonelli Regional Park and Recreation Area, hereinafter referred to as "PARK;" and

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

WHEREAS, LACFCD intends to enter an agreement with COUNTY, to contribute funding, during the Fiscal Year 2008-09, for the preservation of recreational features at said PARK; and

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

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

1. Leased Premises

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

2. Term

The term of this Sublease shall be for one (1) year beginning July 1, 2008, and ending June 30, 2009.

3. Consideration

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

4. Purpose

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

5. Assignment of Sublease

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

6. Indemnification

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

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

7. Taxes

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

8. Notices

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

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

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

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EXHIBIT 1

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

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

By_____
Chair, Board of Supervisors

COUNTY OF LOS ANGELES,
a body corporate and politic

By_____
Chair, Board of Supervisors

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of the
County of Los Angeles

By_____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By_____
Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By_____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

29 JUL 29 2008

SACHI A. HAMAI
EXECUTIVE OFFICER

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29 JULY 29, 2008

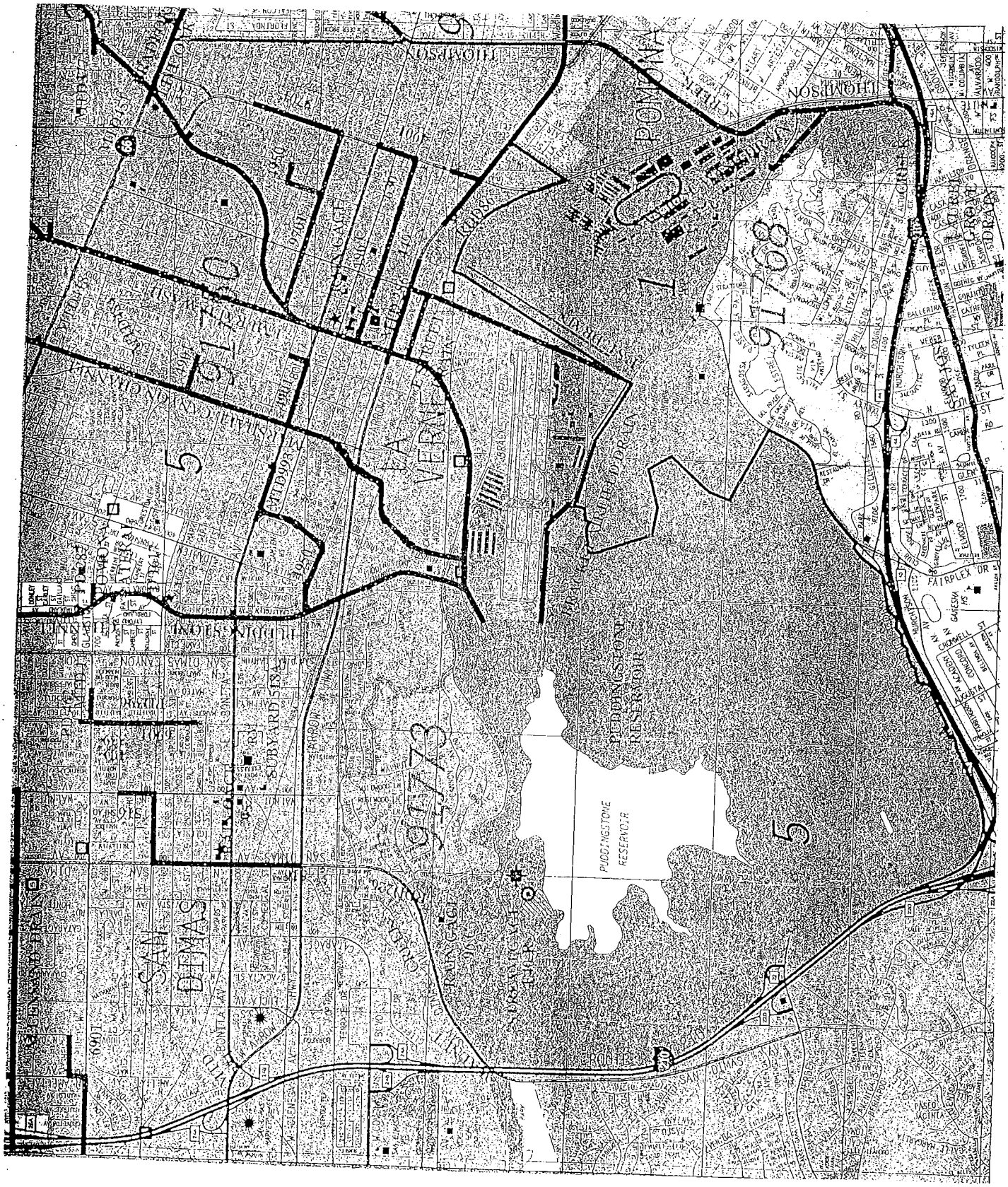
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EXHIBIT A