COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
http://dpw.lacounty.gov

GAIL FARBER, Director

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

June 14, 2011

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

39 June 14, 2011

SACHI A. HAMAI
EXECUTIVE OFFICER

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

Dear Supervisors:

PUDDINGSTONE DAM AND RESERVOIR LEASE AGREEMENT EXTENSION LOS ANGELES COUNTY FLOOD CONTROL DISTRICT FUNDING AGREEMENT AND LEASE IMPLEMENTING APPROVED DISTRICT FUNDING FOR FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA (IN THE CITY OF SAN DIMAS), PECK ROAD PARK (IN THE UNINCORPORATED COUNTY AREA ADJACENT TO ARCADIA), AND VARIOUS HIKING AND EQUESTRIAN TRAILS (LOCATED ON DISTRICT RIGHT OF WAY) FOR FISCAL YEAR 2010-11 (SUPERVISORIAL DISTRICTS 1 AND 5) (3 VOTES)

SUBJECT

This action is to extend the lease by and between the Los Angeles County Flood Control District and the County of Los Angeles (for the benefit of the Department of Parks and Recreation) for the County of Los Angeles' use of Puddingstone Reservoir. This action is also to approve a lease by and between the County of Los Angeles and the Los Angeles County Flood Control District for the Frank G. Bonelli Regional Park, contiguous to the Puddingstone Reservoir. This action is also to approve a funding agreement between the County of Los Angeles and the Los Angeles County Flood Control District for the Los Angeles County Flood Control District to provide funds to preserve recreational features on the Frank G. Bonelli Regional Park and other lands contiguous to certain Los Angeles County Flood Control District facilities.

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

1. Find the recommended actions are categorically exempt from the provisions of the California Environmental Quality Act for the reasons stated in this letter and in the record of the project.

2. Consent to the extension of Lease No. 75733, authorizing the use by the County of Los Angeles for the Los Angeles County Flood Control District's Puddingstone Reservoir, for an additional five years, through and including June 30, 2015.

3. Find that the acquisition by the Los Angeles County Flood Control District of a leasehold interest in the Frank G. Bonelli Regional Park, contiguous to the Puddingstone Reservoir, is necessary to preserve, enhance, and maintain recreational features on the park and the reservoir for the protection, preservation, and use of the scenic beauty and natural environment.

4. Instruct the Chair to execute a lease on behalf of both the County of Los Angeles and the Los Angeles County Flood Control District, giving the Los Angeles County Flood Control District a leasehold interest in the Frank G. Bonelli Regional Park through and including June 30, 2011.

5. Instruct the Chair to execute a funding agreement on behalf of both the County of Los Angeles and the Los Angeles County Flood Control District, providing for the Los Angeles County Flood Control District to contribute funds to the maintenance and preservation of recreational features on the Frank G. Bonelli Regional Park, and other lands contiguous to certain Los Angeles County Flood Control District facilities.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the extension of the enclosed Lease No. 75733 (Puddingstone Lease) is to allow the County of Los Angeles (County) to continue using the Puddingstone Reservoir for boating and other recreational activities, in conjunction with the adjacent Frank G. Bonelli Regional Park (Bonelli Park), for an additional five-year period.

The purpose of the lease by and between the Los Angeles County Flood Control District (LACFCD) and the County, for the Frank G. Bonelli Regional Park (Bonelli Lease), is to allow the LACFCD to acquire an interest in that park. The LACFCD's acquisition of an interest in the park is a necessary prerequisite, under the Los Angeles County Flood Control Act, for the LACFCD to contribute funds toward the preservation of recreational features at the park.

The purpose of the Funding Agreement (Agreement) is to establish the terms and conditions for the LACFCD to contribute funds to preserve and maintain recreational features at Bonelli Park, the County's Peck Road Park, and various trails (located on LACFCD right of way) that are either on or adjacent to LACFCD facilities.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs that we provide Operational Effectiveness (Goal 1) and Community and Municipal Services (Goal 3). The quality of life for residents in these communities is enhanced when sufficient monies are provided for the Department of 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 $4,900,000 for Fiscal Year 2010-11.

The Agreement is based on County operation and maintenance of these parks and trails and for the LACFCD to reimburse the County's actual allowable costs incurred during the term of the Agreement and Bonelli Lease up to a maximum reimbursement of $4,900,000. Sufficient funds to cover the LACFCD's costs under this Agreement are available in the Fiscal Year 2010-11 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The County is the owner of certain property known as Frank G. Bonelli Regional Park and Recreation Area in the City of San Dimas. The LACFCD is the owner of the Puddingstone Dam and Reservoir, which is located adjacent to Bonelli Park. Currently, under the Puddingstone Lease, the LACFCD continues to lease to the County the right to use the water surface of the reservoir for boating and recreational purposes. The Puddingstone Lease is for an initial period of five years, with two five-year extensions, upon the mutual consent of both parties. The initial five-year term expired on June 30, 2010, therefore, the first of the five-year extensions should be exercised.

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

Through the enclosed Bonelli Lease, which your Board is being asked to approve, the LACFCD will acquire an interest in Bonelli Park property through June 30, 2011, and thereby be authorized to fund recreational features at Bonelli Park during that period.

The Agreement sets for the terms and conditions under which the LACFCD will provide funding for the operation and maintenance of recreational features at Bonelli Park, Peck Road Park, which is already owned by the LACFCD, and for various riding and hiking trails located on LACFCD right of way. Under prior Funding Agreement No. 76640, which expired on June 30, 2010, the LACFCD provided Fiscal Year 2009-10 funding to the Department of Parks and Recreation for these purposes. This Agreement continues LACFCD funding to the Department of Parks and Recreation for Fiscal Year 2010-11.

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

ENVIRONMENTAL DOCUMENTATION

The recommended actions are categorically exempt from the California Environmental Quality Act (CEQA).

The proposed Puddingstone Lease extension and proposed Bonelli Lease are within a class of projects that has been determined not to have a significant effect on the environment in that it meets

the criteria set forth in Sections 15301, 15305, and 15325 of the CEQA Guidelines and Class 1, Subsection (r), Class 5 and Class 25 of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

The proposed Agreement is within a class of projects that has been determined not to have a significant effect on the environment in that it meets the criteria set forth in Section 15301 of the CEQA Guidelines and Class 1, Subsections (c), (d), (f), (j), (r), (s), and (x) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G.

In addition, there are no cumulative impacts, unusual circumstances, or other limiting factors that would make the above-referenced exemptions inapplicable based on the project records.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

This Agreement and the Puddingstone and Bonelli Leases 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 Agreement and Bonelli Lease 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 Agreement and Bonelli Lease to the Department of Parks and Recreation.

Respectfully submitted,

GAIL FARBER
Director

GF:SR:ag

Enclosures

c: Auditor-Controller (Accounting Division – Asset Management)
Chief Executive Office (Rita Robinson)
County Counsel
Executive Office
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
FOR FISCAL YEAR 2010-11

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, Subsection 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 contiguous 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 on property adjacent to LACFCD property in which the LACFCD has acquired an interest; and

WHEREAS, in order to facilitate said LACFCD funding for the preservation of recreational features at BONELLI PARK, COUNTY and the LACFCD must execute a lease under which the LACFCD will acquire an interest in the BONELLI PARK; and

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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 Year 2010-11, and 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 four million nine hundred thousand dollars ($4,900,000).

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	$4,442,000
Peck Road Park	$21,000
Park Trails	$437,000

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 the lease 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 lease.

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 its 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 91803-7508
Attention Fiscal Division - Accounts Payable

8. The term of this AGREEMENT shall be for one (1) year beginning July 1, 2010, and ending June 30, 2011.

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.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective duly authorized officers on this 14th day of June, 2011.

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

By Mike Antonovich
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 Mike Antonovich
MAYOR, , Board of Supervisors

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

By
Deputy

77539

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

"39 JUN 14 2011

Sachi A. Hamai
SACHI A. HAMAI
SECRETARY

EXHIBIT 1

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

LEASE OF FRANK G. BONELLI REGIONAL PARK AND RECREATION AREA

This Lease is entered into this 14th day of June, 2011, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "LACFCD."

WHEREAS, the LACFCD is the owner of certain property known as Puddingstone Dam and Reservoir, hereinafter referred to as "PUDDINGSTONE RESERVOIR," generally located in the City of San Dimas; and

WHEREAS, COUNTY is the owner of certain property known as Frank G. Bonelli Regional Park and Recreation Area, hereinafter referred to as "PARK," which is also located in the City of San Dimas, and is adjacent to the PUDDINGSTONE RESERVOIR; and

WHEREAS, Section 2, Subsection 15, of the Los Angeles County Flood Control Act empowers the 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 contiguous to LACFCD properties, for the protection, preservation, and use 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 2010-11, 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, Subsection 15, of the Los Angeles County Flood Control Act, COUNTY and LACFCD are willing to execute a lease 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:

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1. Leased Premises

The COUNTY hereby leases to the LACFCD, those parcels of land, which are part of the PARK, as shown on the map identified as Exhibit A, attached hereto and made a part hereof.

2. Term

The term of this Lease shall be for one (1) year beginning July 1, 2010, and ending June 30, 2011.

3. Consideration

As consideration for this Lease, 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 VARIOUS HIKING AND EQUESTRIAN TRAILS between the LACFCD and the COUNTY, hereinafter referred to as the "AGREEMENT."

4. Purpose

The sole purpose of this Lease is to enable LACFCD to provide funding for the preservation of recreational features related to the scenic beauty and natural environment at the PARK and the PUDDINGSTONE RESERVOIR. 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 Lease

LACFCD agrees with regard to any rights obtained pursuant to this Lease, not to sublease, or grant any license to use or occupy any portion of the 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 Lease 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 Lease 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.

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 6 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
Survey/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 Lease to be executed by and through their respective duly authorized officers.

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

By Mike Antonovich
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 Mike Antonovich
MAYOR,, 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:

ANDREA SHERIDAN ORDIN
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

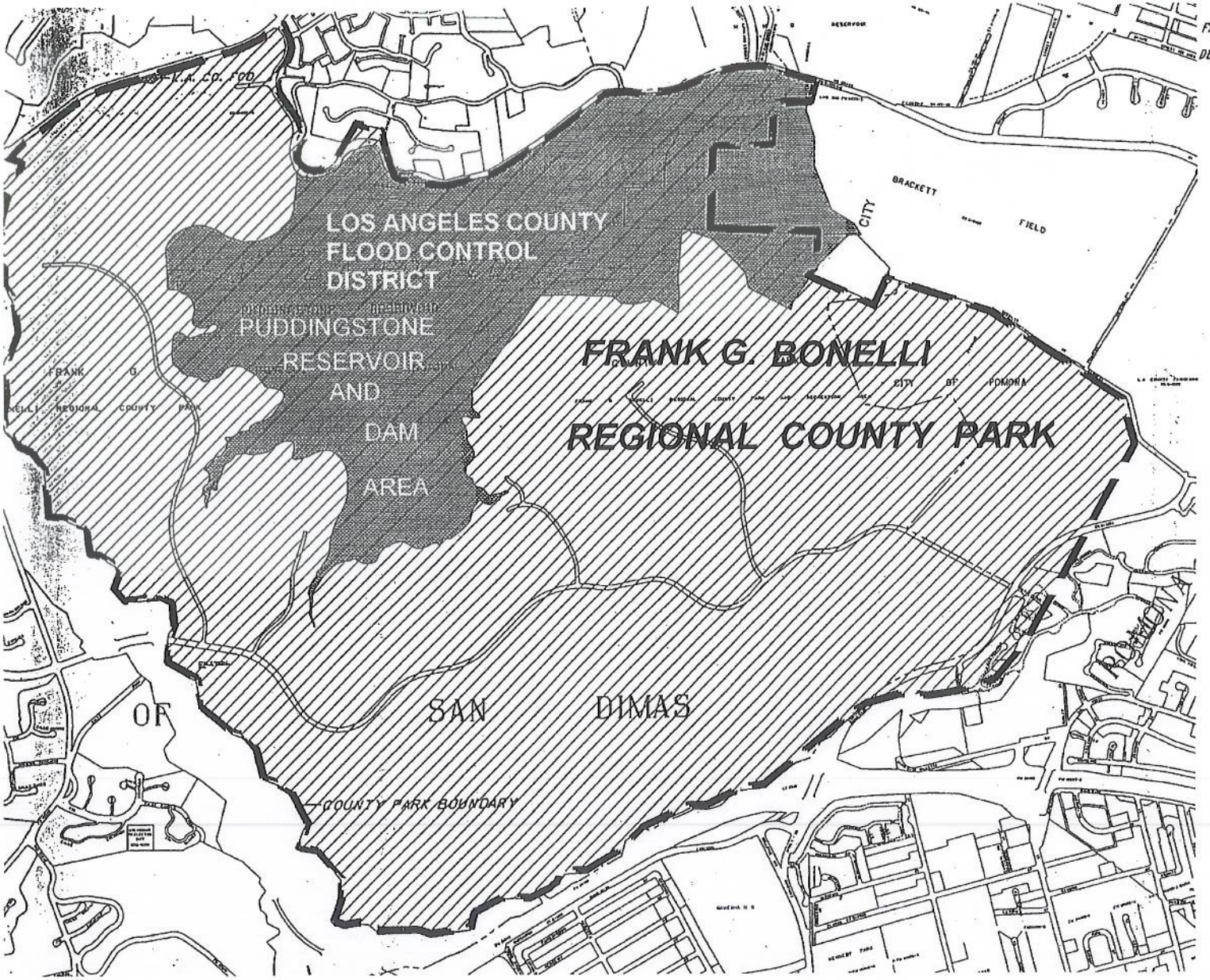
By
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#39 JUN 14 2011

Sachi A. Hamai
SACHI A. HAMAI
SECRETARY

77542



FACILITY NAME: BONELLI REGIONAL PARK

DESCRIPTION: FLOOD CONTROL HAS CONTROL OF DAM OUTFLOW AND RESEVOIR

LEGEND

FLOOD HOLDINGS

PARK AREA

MAP OF
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

EXHIBIT A

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE
REFER TO FILE: MP-6
68A.041

June 8, 2006

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF

65 JUN 20 2006

SACHI A. HAMAI
EXECUTIVE OFFICER

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:

PUDDINGSTONE DAM AND RESERVOIR - PARCEL 1, ET AL.
LEASE AGREEMENT - CITY OF SAN DIMAS
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 2005-06
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES

JOINT RECOMMENDATION WITH THE DEPARTMENT OF PARKS AND RECREATION, 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 (CEQA).

2. Approve the enclosed 15-year Lease Agreement between the Los Angeles County Flood Control District and the County of Los Angeles (as Lessee) for boating and recreational purposes, over and adjacent to the District's Puddingstone Dam and Reservoir, all of which are located within the Frank G. Bonelli County Regional Park, in the City of San Dimas, at a $2,500 rental rate per year.

3. Instruct the Mayor and the Chair to sign the Lease Agreement and authorize delivery to the Lessee.

4. Instruct the Mayor and the Chair to execute both the Funding Agreement and the Sublease on behalf of the County and the District.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The Lease Agreement: This action will allow the District to continue to lease to the County the right to use the water surface of the reservoir and the immediate adjoining areas for 15 years for boating and recreational purposes. The leased premises are located within the County's Bonelli Regional Park, in the City of San Dimas. This Lease Agreement is a renewal of existing Lease Agreement No. 16399, dated June 9, 1970, between the two parties, which expired on June 30, 2005. The proposed Lease Agreement is for an initial term of five years, giving the Lessee an option of two additional five-year terms to extend for a total of 15 years.

The Funding Agreement and Sublease: Section 2.15. of the Los Angeles County Flood Control Act authorizes the expenditure of District funds for the preservation of recreational features on District properties. District funds can also be spent for preservation of recreational features on lands contiguous to District property if the District acquires interests in such lands and if the Board finds that such acquisition is necessary to preserve recreational features. Public Works and Parks and Recreation have worked together to identify two parks and various trails that are eligible to receive District funds. As required by the Los Angeles County Flood Control Act, these parks and trails are either on or contiguous to District facilities.

This Lease Agreement authorizes the District to provide funding for the operation and maintenance of Peck Road Park in the unincorporated County area adjacent to Arcadia, which property is already owned by the District, and for Bonelli Regional Park, which is subject to the execution of the enclosed Sublease and various riding and hiking trails located on District right of way. Under prior Funding Agreement No. 75131, which expired on June 30, 2005, the District provided Fiscal Year 2004-05 funding to Parks and Recreation for these purposes. This Lease Agreement continues District funding to Parks and Recreation for Fiscal Year 2005-06.

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

Implementation of Strategic Plan Goals

These actions are consistent with the Strategic Plan Goal of Fiscal Responsibility that will provide both the County and the District with sources of revenue under the Lease Agreement. The Funding Agreement and Sublease will provide sufficient monies for Parks and Recreation to continue to maintain recreational features at these parks. These actions also satisfy the goal of Service Excellence since providing these recreational facilities improves the quality of life in the County.

FISCAL IMPACT/FINANCING

The Lease Agreement: The rent is $2,500 per year. This amount will be paid and deposited into the Flood Control District Fund.

The Funding Agreement and Sublease: The total cost to the District is $3,900,000 for Fiscal Year 2005-06. The Funding Agreement and Sublease are based on County operation and maintenance of these parks with the District to reimburse the County actual allowable costs incurred during the term of the Funding Agreement and Sublease up to a maximum reimbursement of $3,900,000. Sufficient funds to cover the District's costs under the Funding Agreement and Sublease are available in the Fiscal Year 2005-06 Flood Control District Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

It is the intention of the parties that the Bonelli Regional Park Sublease between the District and County should be renewed before the District reimburses the County for any actual costs incurred under the subject Lease Agreement. The Funding Agreement and Sublease provide that the County will indemnify the District 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 State CEQA Guidelines in that the County is entering into an agreement with the Los Angeles County Flood Control District, 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), (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)

The Lease Agreement: None.

The Funding Agreement and Sublease: This Agreement continues the prior Funding Agreement. As such, current services will not be impacted.

CONCLUSION

These actions are in the County's and District's best interests. Enclosed are three originals of the Lease Agreement, Funding Agreement, and Sublease. Please have the respective originals signed by the Mayor and Chair and acknowledged by the Executive Officer of the Board. Please return one fully executed original of each document to Parks and Recreation and Public Works, retaining one original of each for your files.

One adopted copy of this letter is requested for Parks and Recreation and Public Works.

Respectfully submitted,

for DONALD L. WOLFE
Director of Public Works

RUSS GUINEY
Director of Parks and Recreation

DKW:psr
P6:\BD LTR PUDDINGSTONE DAM

Enc.

cc: Auditor-Controller (Accounting Division - Asset Management)
Chief Administrative Office
County Counsel

75733

ORIGINAL

Recording Fee Exempt: Government Code Section 27383

Space Above This Line Reserved for Recorder's Use

File with: PUDDINGSTONE DAM and RESERVOIR 1
Affects Parcels 2 to 13, 17 to 27, 29, 32, 38, 39, 51, 52, 60, and 68 to 70
I.M. 48
68A-RW 2, 68A-RW 2.1, and 68A-RW-3
FIFTH DISTRICT
T.G. 600 (B3, B4, B5, C4, C5, C6 and D4
A.M.B 8378-022-909, 910, 911, and 912
8378-023-901 and 902
8382-018-902
8382-019-901

LEASE AGREEMENT NO. _____
PUDDINGSTONE RESERVOIR

BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

AND

COUNTY OF LOS ANGELES

LEASE AGREEMENT NO. 75733
PUDDINGSTONE RESERVOIR

This Lease Agreement No. 75733, Puddingstone Reservoir (AGREEMENT), is made and entered into on this 20TH day of June, 20 06,

BY AND BETWEEN

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as DISTRICT,

AND

COUNTY OF LOS ANGELES, a body corporate and politic, hereinafter referred to as COUNTY,

WITNESSETH:

WHEREAS, the DISTRICT is the owner of the Puddingstone Dam and Reservoir, hereinafter referred to as DISTRICT'S Property, located in the City of San Dimas, County of Los Angeles, California; and

WHEREAS, since 1949, the DISTRICT permitted boating and recreational uses within the Reservoir; and

WHEREAS, in 1959, the DISTRICT entered into Lease Agreement No. 2165 with the COUNTY, wherein the COUNTY agreed to assume the DISTRICT'S operation and maintenance of the recreational facilities; and

WHEREAS, in 1960, a modification of Lease Agreement No. 2165 was executed at the request of the COUNTY to allow for concessions; and

WHEREAS, in June of 1970, the DISTRICT and the COUNTY entered into a new Lease Agreement No. 16399, which will expire on June 30, 2005; said Lease Agreement was last amended July 30, 1996, and recorded January 23, 1997, as Instrument No. 97-118805, of Official Records, in the Office of the Registrar-Recorder/ County Clerk; and

WHEREAS, COUNTY desires to continue the use of a portion of DISTRICT'S Property for the operation and maintenance of recreational facilities; and

WHEREAS, the public interest, necessity, and welfare will continue to be served, and the recreational facilities for the general public will be enhanced by the leasing of DISTRICT'S Property to COUNTY; and

WHEREAS, in carrying out its recreational program, COUNTY has, does, and desires to continue to make use of the suitable water surface within the Reservoir and to do so requests the right to store water to an elevation of 940; and

WHEREAS, DISTRICT has no objections to the use of a suitable water surface by COUNTY for recreational purposes, nor to granting such storage capacity, under the terms herein, so long as and provided that COUNTY'S use is consistent with the DISTRICT'S water conservation and flood control responsibilities.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, DISTRICT and COUNTY agree as follows:

1. **TERM**

The term of this AGREEMENT shall be for a period of five (5) years commencing on July 1, 2005, with two five (5) year extensions upon mutual consent of both parties.

2. **CANCELLATION**

It is understood and agreed that if the DISTRICT determines, in its sole discretion, should the COUNTY, or others under contract with the COUNTY, or under the direction of the COUNTY, fail to keep the covenants of this AGREEMENT, the DISTRICT will notify the COUNTY in writing of any violations and will requests that corrective steps be taken within a time period set forth in the notice. Notification will be made to the Director of Parks and Recreation (433 South Vermont Avenue, Los Angeles, California 90020), or the address of its Director at the time of cancellation. A reasonable period of time is to be determined by the DISTRICT contingent on the circumstance causing such violations. If corrective steps are not undertaken by COUNTY within this specified period of time, the DISTRICT will either initiate corrective work if this is within its scope of operations, and COUNTY will subsequently reimburse DISTRICT or cause DISTRICT to be reimbursed for such corrective work, or notification of cancellation of the AGREEMENT in its entirety will be made to COUNTY by delivering written notice sixty (60) days prior to effective date thereof.

3. **RENT**

The COUNTY shall pay to the DISTRICT the sum of **TWENTY-FIVE HUNDRED AND NO/100 DOLLARS ($2,500) per year** payable annually in advance on or before the first day of each July, beginning July 1, 2005, during the term of this AGREEMENT and any extension thereof.

4. PREMISES

Subject to the terms of this AGREEMENT, COUNTY shall have the right to use that certain real property known as Puddingstone Dam and Reservoir, located within the City of San Dimas, and as legally described in Exhibit A and shown on Exhibit B, both are attached hereto and incorporated herein by reference, hereinafter referred to as PREMISES.

Notwithstanding the foregoing, it is understood that the PREMISES do not include:

Camp Area: Commencing at a point on an existing fence corner located approximately 220 feet easterly of spillway; thence southerly along said fence line surrounding camp area to a point on the north abutment of Dam No. 1; thence along the upstream face of Dam No. 1 to the south abutment; thence westerly across the roadway; thence northerly to the intersection of the realigned spillway channel outlet; thence easterly along the northerly side of the channel wall to the point of beginning. The main roadway previously known as San Dimas Avenue and hiking trail along the south and easterly sides of the camp area are excluded from the above description.

Dam Nos. 2 and 3: The upstream and downstream faces of the dams from the water surface to the point below the toe of the dams to include the leakage measuring facilities.

Gaging Station: The area immediately surrounding the gaging station below Dam No. 1, including the weir measuring section across the channel.

Precise Survey Monuments: The areas immediately adjacent to and surrounding the precise survey monuments established on the dams, the abutments, and the base line monuments located on the easterly shore of the reservoir. No structures that will interfere or in any way disturb the monuments and/or the line of sights between these monuments will be permitted.

5. USE

A. Water Storage:

COUNTY shall have the nonexclusive right to utilize storage space in Puddingstone Reservoir for such waters as arrived there, either as natural inflow, purchased imported water, or by means of Puddingstone Diversion Lateral (which commences at Puddingstone Diversion Dam on San Dimas Wash), provided that the water in storage by COUNTY may not exceed elevation 940, subject to the following terms and conditions:

(1) The DISTRICT, in its sole and absolute discretion, reserves the right to change the elevation 940 should operating conditions at the dam change such that the DISTRICT can no longer fully perform its flood control

responsibilities. The DISTRICT shall confer with the COUNTY prior to making such change in elevation. The COUNTY shall be responsible for any costs that the DISTRICT may incur as a result of such change in elevation.

DISTRICT agrees that, so long as consistent with applicable statutes, its flood control, watershed management practices, water conservation responsibilities, and orders and rulings of any tribunal binding on it or the COUNTY, it will not release waters from Puddingstone Reservoir below contour line 940, unless the DISTRICT, in its sole and absolute discretion determines a release is required to serve flood control purposes and/or to preserve the safety of the reservoir, dams and appurtenant structures. This right includes the right to release for maintenance and repair. When drainage for routine maintenance is required, DISTRICT will give the COUNTY 180 days advance written notice. For any emergency work, the DISTRICT shall provide as much advance notice as practical.

The DISTRICT will, in accordance with its adopted Reservoir Operating Plan, diligently operate the reservoir in such a manner as to ensure the reservoir water surface elevation is above contour line 940 by the end of the storm season.

In the event that DISTRICT is unable to achieve a water surface elevation above 940 using Local Water by the end of the storm season. COUNTY will subsequently reimburse DISTRICT or cause DISTRICT to be reimbursed for the cost to replenish the reservoir to elevation 940 using Imported Water.

(2) DISTRICT reserves the right to operate and maintain the dam, reservoir, and related appurtenances subject to any restrictions imposed by the State.

(3) Subject to any legal or regulatory requirements, including, without limitation, any requirement from the State of California, the DISTRICT, in its sole and absolute discretion, may allow COUNTY to store water above elevation 940 from sources described above in Section 5A. Such consent shall only be valid when provided by the DISTRICT to the COUNTY in writing, and may be withdrawn by the DISTRICT at any time, with or without cause, at the DISTRICT'S sole and absolute discretion.

Such consent shall be subject to the following conditions:

(a) The DISTRICT in its sole and absolute discretion shall continue to release water from the reservoir as needed to elevation 940. The DISTRICT shall reasonably attempt to restore the reservoir elevation to that established in Section 5(A)3. The COUNTY recognizes that at times there may be insufficient natural inflow to return the reservoir to the elevation established in Section 5A(3).

(b) Should natural inflow be insufficient to raise the reservoir to the elevation established in Section 5A(3), the DISTRICT shall not be responsible for providing other water to raise the reservoir to the elevation established in Section 5A(3).

(4) The COUNTY, with assistance from the DISTRICT, will conduct a study to identify the facilities of the COUNTY that would require modification so that they may still fully operate for recreational purposes with the water surface elevation in the reservoir at elevation 940. The study shall include a description of the needed modifications to the facilities and their cost. This study shall be completed no later than June 30, 2008. Upon completion of the study, the DISTRICT will assist the COUNTY in identifying funding sources including, but not limited to, grants, loans, etc., to implement the improvements.

B. Recreation:

(1) The COUNTY shall, in connection with the other specified operations, have the right, directly or herein before defined, to rent boats for use on the reservoir. All boats must be moored and none is permitted upon the reservoir outside the mooring area, from one-half hour after sunset until one-half hour before sunrise.

(2) The COUNTY shall not authorize nor permit the operation upon or within the waters of the Puddingstone Reservoir of any craft of an experimental nature, of unsafe design or condition, or if improperly or inadequately equipped; nor permit the operation of any craft in a manner creating hazard to persons or property or to itself; nor permit the operation of any craft at any time at speeds in excess of 35 miles per hour, except under the following conditions:

(a) No speed limit shall be imposed upon watercraft participating in programs, events, and activities that have the prior approval of the COUNTY and the DISTRICT, and which are arranged by or are under the direct control of the COUNTY. Such events are to be conducted only within defined courses cleared of all nonparticipating craft.

(b) No speed limit shall be imposed upon patrol or rescue craft or other craft commandeered or delegated for such official purposes.

(3) The DISTRICT reserves the right to restrict the operation of watercraft upon or within the waters of the Puddingstone Reservoir to assure adequate safety and security for Puddingstone Dam.

C. Concessions:

The COUNTY shall have the right to operate, directly, or by and through contracts or AGREEMENTS with others, a concession(s) with the right to sell, purvey, and supply to the general public, within the areas herein defined, food, refreshments, groceries, tobacco products, fishing equipment, licenses, baits, recreational equipment and supplies, newspapers, periodicals, and similar products and commodities. In addition, subject to the approval of the DISTRICT, the COUNTY shall have the right to sell, or to grant concessions for the sell of, refreshments from portable stands. It is expressly understood and agreed that no alcoholic beverages may be stored, sold, served, given away, or otherwise purveyed at any time, upon PREMISES except as approved by the Board of Supervisors of COUNTY.

6. REPAIRS AND MAINTENANCE

COUNTY shall, at its sole cost and expense, keep, inspect, and maintain the PREMISES, including, but not limited to, all buildings, structures, or other improvements constructed or placed by COUNTY, or those being used by COUNTY in connection with this AGREEMENT, in good repair and in a safe, clean, and orderly condition at all times during the term of this AGREEMENT. COUNTY shall not permit graffiti, landscape waste, anthropogenetic material, etc., to accumulate at any time, or commit, suffer, or permit any waste on the PREMISES or the improvements, or permit any acts to be done in violation of any laws, ordinances, or regulations.

COUNTY shall obtain approval from the DISTRICT prior to commencing any maintenance activities on or immediately adjacent to Puddingstone Dam No. 1.

COUNTY shall, at its sole cost and expense, take all steps necessary to protect all DISTRICT-owned improvements and property from damage and to prevent any interference with DISTRICT'S operations. COUNTY shall be liable for damage to DISTRICT-owned improvements and property resulting from or attributable to the use and occupancy of the PREMISES by COUNTY or any person entering thereon with or without the consent of COUNTY, expressed or implied.

COUNTY shall, repair or remove any and all damage that COUNTY has made or caused to its own improvements, at no cost to DISTRICT. At DISTRICT'S sole discretion, COUNTY shall repair and/or remove any and all DISTRICT-owned improvements, which are damaged by COUNTY. Prior to COUNTY'S repair or removal of said damage, COUNTY shall notify DISTRICT in writing. Where DISTRICT-owned improvements are affected, COUNTY shall obtain DISTRICT'S approval. If COUNTY fails to repair said damages or remove damaged structures immediately and to DISTRICT'S satisfaction, DISTRICT may enter PREMISES with or without notice and repair said damage, or at DISTRICT'S option, may terminate the Lease. Should DISTRICT repair or remove said damages, COUNTY shall reimburse DISTRICT for any and all expenses incurred.

Notwithstanding the above, DISTRICT shall not be obligated to make any repairs, alterations, additions or improvements in, on, or to PREMISES or in, on, or to any structure or other improvements hereinafter erected or installed thereon by COUNTY, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen.

7. CONSTRUCTION AND ALTERATIONS

COUNTY has the right to construct the improvements necessary for use of the PREMISES as provided in this AGREEMENT. Construction, operation, and maintenance of any improvements shall be in conformity with all laws, rules, regulations, and ordinances.

The construction, reconstruction, alteration, remodeling, or removal of any improvements shall not commence until COUNTY'S final plans and specifications thereto have been submitted to and approved by DISTRICT and are in accordance with the terms and conditions of this AGREEMENT. COUNTY shall obtain and bear costs of permits for such work. Such written approval for construction, reconstruction, remodeling, or alteration, with the exception of removal, shall not be unreasonably withheld unless DISTRICT, at its sole discretion, determines that the proposed construction, reconstruction, remodeling, or alteration, will interfere with DISTRICT'S operation and maintenance of its facilities.

COUNTY shall arrange for, obtain, and bear costs of all permits, including plan check and inspection fees, licenses, environmental impact reports, site preparation, surface treatment, relocation of any facilities, and enclosure of the PREMISES as necessary or required for health or safety in the construction, operation, and maintenance of the PREMISES as used by COUNTY.

COUNTY agrees to perform the covenants and conditions contained in any permit issued or to be issued to COUNTY by DISTRICT. In the event of any inconsistencies or ambiguities between the terms of the AGREEMENT and any permit issued, the AGREEMENT shall prevail.

8. INDEMNIFICATION

Notwithstanding the provisions of Government Code Section 852 et seq., the COUNTY agrees to release, indemnify, defend, and save harmless the DISTRICT, its agents, and employees (collectively, Indemnified Parties or singularly, Indemnified Party) from and against all claims, damages (including, without limitation special and consequential damages), injuries, costs, response costs, losses, demands, debts, liens, liabilities, causes of action, suits, legal and administrative proceedings, interest, fines or increases in fines, charges, penalties and expenses (including without limitation reasonable attorneys', engineers', consultants' and expert witness fees and costs incurred in defending against any of the foregoing or in enforcing this AGREEMENT) of any kind whatsoever (collectively, Claims), paid, incurred, or suffered by any Indemnified Party or asserted against any Indemnified

Party, directly or indirectly arising from or attributable to (a) any injury or damage to person or property sustained as a proximate result of the acts or omissions of the COUNTY, its employees, agents, contractors, assignees, or concessionaires, or arising out of any condition of, or condition occurring upon the property herein defined or in the operation, use, control, or occupancy of the property (b) changes in water quality within the reservoir, attributable to any and all recreational activities, and improvements performed by the COUNTY as a result of this AGREEMENT. The foregoing is intended as a broad indemnity that includes, without limitation, Claims pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9607 et seq.) ("CERCLA"), and under Chapter 6.5 of Division 20 of the California Health and Safety Code (commencing with Section 25100) or related to water quality or the DISTRICT'S National Pollutant Discharge Eliminations Systems or any permits related thereto and/or any requirements relating to Total Maximum Daily Loads or the Clean Water Act.

9. COMPLIANCE WITH REGULATIONS

The COUNTY shall be responsible at it's sole cost and expense for compliance with any Federal, State, or local regulation that is applicable to the reservoir and the leased PREMISES as a result of this AGREEMENT, which includes, but is not limited to, the recreational activities and improvements performed by the COUNTY.

10. OWNERSHIP AND DISPOSITION OF IMPROVEMENTS

The COUNTY agrees to remove or relocate any or all of its improvements within the PREMISES, at COUNTY'S sole cost and expense, if the DISTRICT determines, at its sole discretion, that the DISTRICT'S operation or use of the PREMISES so require. All permanent, temporary, or portable structures, apparatus, or other such installations, which may be located upon or installed within the PREMISES herein defined, by the COUNTY or its designates, except as hereinafter provided, shall for all purposes be and remain the property of the constructing party during the Lease Term. Such improvements shall be removed from the PREMISES within 180 days following the termination of this AGREEMENT or any extension thereof. It is understood and agreed that in the event such permanent, temporary, or portable improvements are not so removed, the title thereto shall thereupon and thereafter become and remain vested in the DISTRICT, and the DISTRICT shall have the right to remove, or order the removal of, said improvements from said PREMISES. All costs in connection therewith shall be accepted and paid by the COUNTY on demand.

As of the effective date of this AGREEMENT, the COUNTY'S inventory of improvements and structures are listed on Exhibit I-C, attached hereto and made a part by reference.

11. ASSIGNMENT AND SUBLEASING

COUNTY shall not assign this AGREEMENT or sublease any portion of the PREMISES without the DISTRICT'S prior written consent, which may be withheld at the DISTRICT'S sole and absolute discretion.

12. FLOOD CONTROL AND WATER CONSERVATION PRIORITY

The parties acknowledge that PREMISES are located within the Puddingstone Reservoir area and is subject to flooding, inundation, and release of waters. The COUNTY agrees to assume all liability for injury or damage to person or property within the PREMISES and agrees to make no claim for damages by reason of the flooding or inundation of, or release of waters from, the PREMISES. It is further understood and agreed that the use, operation, and maintenance of the Reservoir area, for the control, conservation, or storage of flood or other waters, will not be restricted nor will the COUNTY interfere with the operational facilities of the DISTRICT in acting under this AGREEMENT.

The COUNTY agrees to permit DISTRICT'S officers, agents, contractors, employees, or other designates access through, over, or across the PREMISES in the prosecution of their duties.

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IN WITNESS WHEREOF, the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT and the COUNTY OF LOS ANGELES, both bodies corporate and politic, by order of their Boards of Supervisors, having caused this Lease Agreement to be subscribed by the Chair and Mayor each respective Board. The seals of said DISTRICT and the COUNTY to be affixed hereto and attested by the Executive Officer of the Board of Supervisors, their names, the day and year first above written.

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

BY Mike Antonovich
Chair, Board of Supervisors

(seal)

ATTEST:
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 Mike Antonovich
Mayor, Board of Supervisors

(seal)

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

BY
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF

65 JUN 20 2006

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.,
County Counsel

BY
Deputy

7219DKW050806

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 20TH day of JUNE, 2006, the facsimile signature of MIKE ANTONOVICH, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

(LACFCD-SEAL)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this 20th day of June, 2006, the facsimile signature of MIKE ANTONOVICH, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

(COUNTY-SEAL)

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

File with: **PUDDINGSTONE DAM and RESERVOIR 1**
Affects: Parcels 2 to 13, 17 to 27, 29, 32, 38, 39, 51, 52, 60, 68, 69, and 70
I.M. 48
68A-RW 2, 68A-RW 2.1, and 68A-RW 3
Fifth District
T.G. 600 (B3, B4, B5, C4, C5, C6, and D4)
A.M.B. 8378-022-909, 910, 911, and 912
8378-023-901 and 902
8378-024-906, 907, and 908
8382-018-902
8382-019-901
M05W22005

EXHIBIT A

FRANK G. BONELLI REGIONAL PARK (1)

Lot 18 and Lots 21 to 43, inclusive, and those portions of Lots 8, 9, and 10 of Tract No. 1796, Sheet No. 2, in the City of San Dimas, County of Los Angeles, State of California, as shown on map recorded in Book 22, pages 38 and 39, of Maps, in the office of the Recorder of said County, and that portion of Lot 19, said Tract No. 1796, Sheet No. 3, in said City, as shown on map recorded in Book 22, pages 42 and 43, of Maps, in the office of said recorder, together with those portions of the "Rancho San Jose finally confirmed to Dalton, Palomares and Vejar" in said City, as shown on map recorded in Book 2, pages 292 and 293, of Patents, in the office of said recorder, and those portions of those certain streets, avenues, and drives in said Tract No. 1796, Sheet No. 2, vacated by deeds recorded in Book 13238, page 260, and Book 9969, page 367, both of Official Records, in the office of said recorder, within the following described boundaries:

Commencing at the most southerly corner of said Lot 31, Tract No. 1796, Sheet No. 2; thence along the southeasterly line of last said lot, N. 31°55'30" E. 535.86 feet to the most westerly corner of that parcel of land described in deed to Saturnino Carrion, recorded in Book 200, page 420, of Deeds, in the office of said recorder; thence along

the southwesterly line of said parcel of land, S. 57°38'22" E. 655.03 feet to the TRUE POINT OF BEGINNING; thence along the boundary of Los Angeles County Flood Control District property S. 76°45'25" W. 221.26 feet; thence S. 25°08'25" W. 90.92 feet;

thence	S. 18°45'35" E.	153.55 feet;	thence	S. 46°40'20" E.	175.00 feet;
thence	S. 57°45'44" E.	548.41 feet;	thence	S. 15°21'27" E.	161.57 feet;
thence	S. 13°14'53" W.	110.36 feet;	thence	S. 20°28'35" E.	353.00 feet;
thence	S. 10°19'37" W.	101.52 feet;	thence	N. 11°36'34" W.	142.22 feet;
thence	N. 45°58'02" W.	238.38 feet;	thence	N. 20°38'26" W.	135.09 feet;
thence	N. 48°06'28" W.	291.29 feet;	thence	N. 67°23'13" W.	90.24 feet;
thence	S. 69°37'37" W.	143.06 feet;	thence	N. 87°17'26" W.	77.04 feet;
thence	S. 49°37'39" W.	299.69 feet;	thence	S. 30°10'56" W.	136.31 feet;
thence	S. 57°26'00" W.	660.00 feet;	thence	N. 80°15'36" W.	265.00 feet;
thence	N. 43°46'37" W.	239.50 feet;	thence	S. 52°47'39" W.	100.25 feet;
thence	S. 16°24'09" W.	157.31 feet;	thence	S. 9°56'01" W.	282.00 feet;
thence	S. 77°35'43" W.	171.12 feet;	thence	N. 56°52'27" W.	137.97 feet;
thence	N. 21°50'22" W.	308.00 feet;	thence	N. 83°06'37" W.	81.98 feet;
thence	S. 42°09'40" W.	101.64 feet;	thence	S. 29°19'30" W.	176.48 feet;
thence	S. 15°43'35" W.	214.96 feet;	thence	S. 9°02'55" W.	278.69 feet;
thence	S. 11°38'00" E.	178.83 feet;	thence	S. 41°56'20" W.	70.06 feet;
thence	S. 2°42'40" W.	98.19 feet;	thence	S. 26°32'15" E.	95.88 feet;
thence	S. 57°04'31" E.	93.51 feet;	thence	S. 46°52'36" E.	141.26 feet;
thence	S. 85°34'50" E.	200.00 feet;	thence	N. 74°30'00" E.	100.00 feet;
thence	S. 88°54'00" E.	397.37 feet;	thence	N. 71°56'40" E.	156.13 feet;
thence	S. 49°11'39" W.	125.00 feet;	thence	S. 64°10'39" W.	320.48 feet;
thence	S. 6°22'51" E.	131.91 feet;	thence	N. 66°57'30" W.	100.64 feet;
thence	S. 51°13'20" W.	577.00 feet;	thence	N. 77°55'37" W.	173.60 feet;
thence	S. 41°55'32" W.	161.91 feet;	thence	N. 14°54'24" E.	272.45 feet;
thence	N. 44°18'36" W.	325.85 feet;	thence	S. 85°33'54" W.	191.22 feet;
thence	S. 68°14'49" W.	66.16 feet;	thence	S. 88°57'58" W.	254.38 feet;

thence	N. 33°23'24" E.	102.00 feet;	thence	N. 77°28'24" E.	134.27 feet;
thence	N. 48°09'54" E.	154.16 feet;	thence	N. 30°00'21" W.	190.25 feet;
thence	N. 46°20'40" W.	345.00 feet;	thence	S. 75°13'49" E.	266.58 feet;
thence	N. 61°14'16" E.	203.08 feet;	thence	N. 4°15'14" W.	485.41 feet;
thence	N. 28°40'14" W.	58.23 feet;	thence	N. 42°42'16" E.	95.49 feet;
thence	N. 22°52'53" E.	97.08 feet;	thence	N. 5°29'20" E.	200.00 feet;
thence	N. 39°54'30" E.	82.78 feet;	thence	N. 24°20'50" E.	193.10 feet;
thence	N. 12°55'35" E.	386.99 feet;	thence	N. 44°47'53" E.	175.40 feet;
thence	N. 36°41'36" E.	200.66 feet;	thence	N. 11°59'27" E.	181.38 feet;
thence	N. 16°28'33" W.	112.40 feet;	thence	N. 47°14'48" W.	94.24 feet;
thence	N. 81°07'03" W.	108.15 feet;	thence	S. 69°44'04" W.	126.50 feet;
thence	S. 40°08'11" W.	283.42 feet;	thence	S. 19°24'41" W.	253.99 feet;
thence	S. 57°09'26" W.	169.13 feet;	thence	N. 9°19'49" W.	488.66 feet;
thence	N. 32°11'34" W.	100.58 feet;	thence	N. 84°19'04" W.	224.35 feet;
thence	S. 62°39'41" W.	148.00 feet;	thence	S. 33°18'56" W.	132.00 feet;
thence	S. 9°41'11" W.	92.45 feet;	thence	S. 24°18'18" E.	113.97 feet;
thence	S. 21°24'54" W.	122.01 feet;	thence	S. 60°53'11" W.	95.00 feet;
thence	S. 28°42'11" W.	171.35 feet;	thence	S. 39°06'52" W.	226.59 feet;
thence	S. 12°11'02" W.	188.01 feet;	thence	S. 42°46'10" W.	77.25 feet;
thence	S. 9°51'17" E.	74.74 feet;	thence	S. 25°07'11" W.	39.72 feet;
thence	N. 25°02'46" W.	118.11 feet;	thence	N. 30°19'25" E.	61.40 feet;
thence	N. 10°40'43" W.	186.18 feet;	thence	N. 74°03'55" W.	90.00 feet;
thence	N. 46°22'31" E.	148.19 feet;	thence	N. 28°33'27" E.	100.40 feet;
thence	N. 56°56'18" W.	75.81 feet;	thence	N. 87°47'08" W.	65.74 feet;
thence	N. 75°25'00" W.	121.41 feet;	thence	N. 75°34'54" E.	110.07 feet;
thence	N. 41°32'36" W.	49.47 feet;	thence	S. 85°07'06" E.	184.38 feet;
thence	N. 17°26'35" E.	176.81 feet;	thence	N. 24°04'59" E.	163.58 feet;
thence	N. 50°24'21" W.	103.32 feet;	thence	N. 71°55'36" W.	206.38 feet;
thence	N. 77°03'45" E.	154.18 feet;	thence	N. 59°28'24" E.	115.00 feet;

thence	N. 38°58'24" E.	241.57 feet;	thence	N. 14°35'24" E.	71.79 feet;
thence	N. 44°41'06" W.	216.87 feet;	thence	N. 78°49'24" E.	226.52 feet;
thence	N. 16°06'53" E.	210.44 feet;	thence	N. 85°56'01" E.	162.00 feet;
thence	N. 32°26'46" E.	201.23 feet;	thence	N. 82°13'22" W.	150.81 feet;
thence	S. 63°04'53" W.	170.72 feet;	thence	N. 74°09'00" W.	158.64 feet;
thence	S. 86°26'15" W.	185.00 feet;	thence	N. 62°15'40" W.	120.94 feet;
thence	N. 83°42'08" W.	450.58 feet;	thence	N. 9°58'53" W.	474.49 feet;

thence N. 7°15'07" E. 974.40 feet to a point in the southwesterly line of said Lot 19, Tract No. 1796, Sheet No. 3, as shown on map recorded in Book 22, pages 42 and 43, of Maps, in the office of said recorder; thence along said southwesterly line S. 56°45'00" E. 39.34 feet; thence N. 40°41'00" E. 262.00 feet;

thence	N. 56°36'00" E.	296.50 feet;	thence	S. 89°02'00" E.	442.10 feet;
thence	N. 50°39'00" E.	86.00 feet;	thence	N. 30°13'00" W.	104.00 feet;
thence	N. 49°50'00" W.	113.00 feet;	thence	N. 25°44'00" W.	101.00 feet;
thence	N. 58°14'00" W.	81.00 feet;	thence	N. 81°22'00" W.	159.00 feet;
thence	N. 63°32'00" W.	204.00 feet;	thence	N. 39°56'00" W.	117.00 feet;
thence	N. 3°14'00" E.	456.00 feet;	thence	N. 26°31'00" W.	186.00 feet;
thence	N. 30°13'00" W.	143.00 feet;	thence	N. 60°12'00" W.	45.00 feet;
thence	N. 44°17'00" W.	168.00 feet;	thence	N. 14°41'00" E.	75.00 feet;
thence	N. 1°23'00" E.	175.00 feet;	thence	N. 33°32'00" E.	124.80 feet;
thence	N. 41°16'00" W.	56.00 feet;	thence	S. 57°51'00" W.	296.00 feet;

thence N. 4°43'00" W. 422.12 feet to the southwesterly extremity of that course in the generally northerly boundary of said Lot 19, Tract No. 1796. Sheet No. 3, having a length of 115.00 feet; thence in a generally easterly direction along said generally northerly boundary to the northeast corner of Lot 16, said Tract No. 1796, Sheet No. 2; thence westerly along the northerly line of said Lot 16 and Lot 17, and southerly and easterly along the westerly and southerly lines of said Lot 17 to the easterly line of said Lot 18, Tract No. 1796, Sheet No. 2; thence southerly along said easterly line to the southerly side line of that 60-foot wide strip of land described in deed to County of Los

Angeles, recorded in Book 13005, page 246, of Official Records, in the office of said recorder; thence southeasterly along last said southerly side line to the westerly line of said Lot 10, Tract No. 1796, Sheet No. 2; thence along said westerly line N. 46°24'00" W. to a point in said westerly line, said point being the westerly extremity of that course described in deed to Los Angeles County Flood Control District, recorded in Book 3813, page 378, of said Official Records, as having a bearing and length of N. 79°47'30" W. 149.78 feet; thence northerly along the curved and tangent portions of said westerly line, 135.09 feet to the beginning of a tangent curve concave to the northeast and having a radius of 143.85 feet; thence southeasterly along said curve 85.26 feet; thence tangent to said curve S. 49°21'30" E. 50.77 feet to the beginning of a tangent curve concave to the north and having a radius of 106.46 feet; thence easterly along said curve, a distance of 80.17 feet to the beginning of a tangent curve concave to the north and having a radius of 480.00 feet, a radial line through said last mentioned beginning of a curve bears S. 2°30'15" E.; thence easterly along said curve 97.29 feet to the end of same; thence tangent to said curve N. 75°52'57" E. 121.93 feet to the beginning of a tangent curve concave to the northwest and having a radius of 206.32 feet; thence northeasterly along said curve, a distance of 68.16 feet to the beginning of a tangent curve concave to the northwest and having a radius of 130 feet, a radial line through said last mentioned beginning of curve bears S. 33°02'48" E.; thence northeasterly along said curve a distance of 70.87 feet to the end of same; thence tangent to said curve N. 25°43'12" E. 63.68 feet to the beginning of a tangent curve concave to the northeast and having a radius of 240 feet; thence northeasterly along said curve 14.22 feet to a point in the easterly line of said Lot 10, a radial line through said last mentioned point bears N. 60°53'10" W.; thence along said easterly line of Lot 10, N. 6°36'00" E. to the generally northerly side line of said 60-foot wide strip of land described in said deed to County of Los Angeles; thence easterly and southerly along said generally northerly side line to the easterly line of said Lot 9, Tract No. 1796, Sheet No. 2; thence along last said easterly line S. 16°25'00" E. to a point distant N. 16°25'00" W. 162.58 feet from the most easterly corner of said Lot 9;

thence	S. 87°51'00" E.	417.42 feet;	thence	S. 16°25'00" E.	80.40 feet;
thence	S. 76°13'00" E.	164.52 feet;	thence	N. 74°24'00" E.	280.38 feet;
thence	N. 89°45'00" E.	117.30 feet;	thence	N. 75°48'00" E.	108.15 feet;

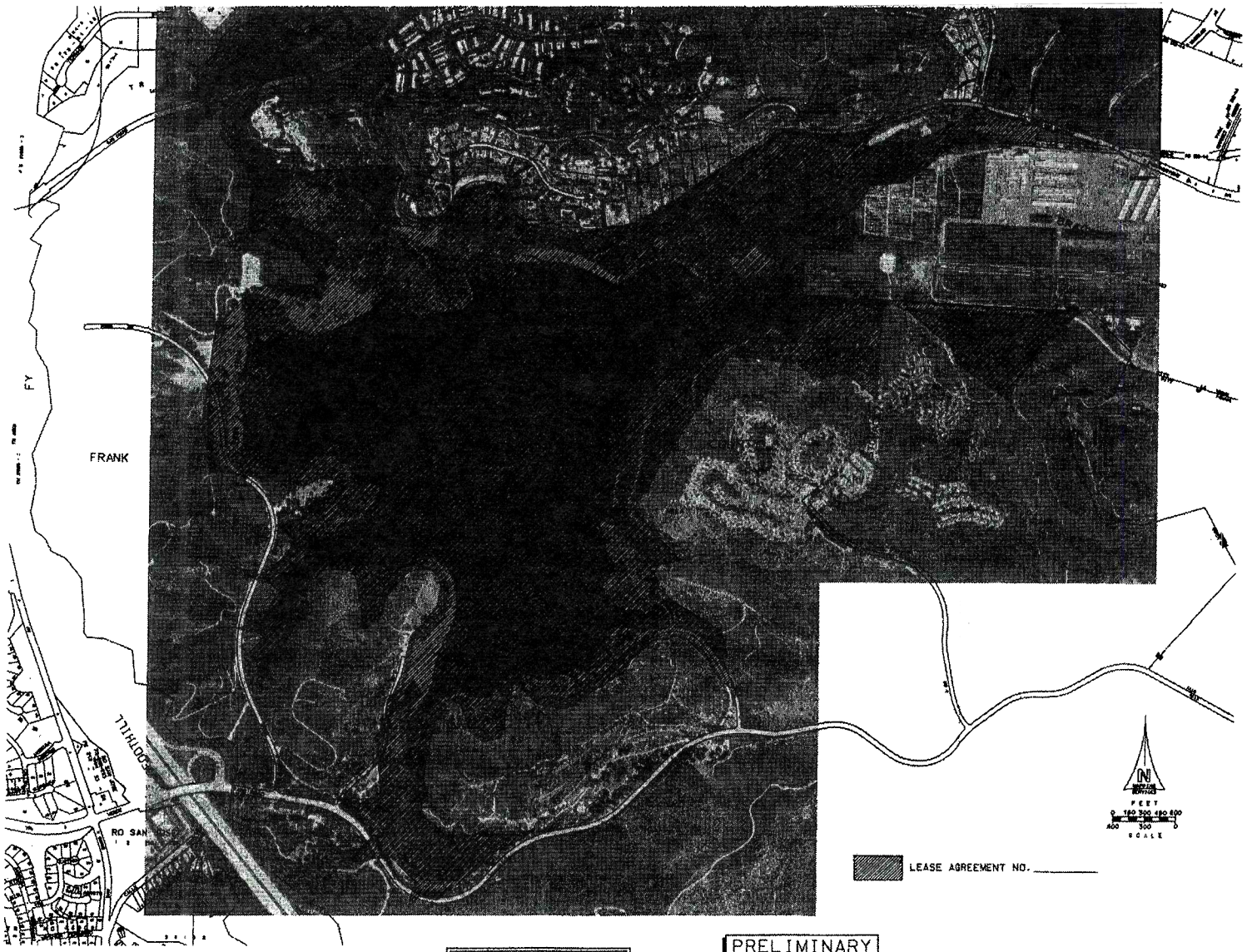
thence S. 89°22'00" E. 38.07 feet to the southeasterly line of said Lot 8, Tract No. 1796, Sheet No. 2; thence along said southeasterly line N. 58°37'00"E. to a point distant S. 58°37'00" W. 201.23 feet from the southwesterly extremity of that curve in last said southeasterly line having a length of 127.95 feet and a radius of 1,313.00 feet; thence N. 50°37'00" E. 143.92 feet; thence N. 55°26'00" E. 540.07 feet; thence N. 55°20'00" E. 228.72 feet to said southeasterly line of Lot 8; thence southerly in a direct line to the northwesterly corner of said Lot 42, Tract No. 1796, Sheet No. 2; thence northeasterly and easterly along the generally northerly line of said Lot 42 to the southerly side line of said 60-foot wide strip of land described in said deed to said County of Los Angeles; thence easterly along last said southerly side line to the southerly side line of that 40-foot wide strip of land described in deed to the County of Los Angeles, recorded in Book 4476, page 156, of said Official Records; thence easterly along said southerly side line to the northerly line of said Lot 43, Tract No. 1796, Sheet No. 2; thence easterly along last said northerly line to the northeasterly corner of said Lot 43; thence along the southeasterly line of said Lot 43, S. 31°54'00"W. 245.61 feet; thence continuing along the boundary of Los Angeles County Flood Control District property, N. 78°35'30" E. 94.68 feet; thence N. 87°00'30" E. 102.14 feet; thence N. 80°00'30" E. 338.38 feet; thence N. 63°59'30" E. 574.62 feet; thence N. 8°34'54" E. to the southerly side line of that 40-foot wide strip of land described in an easement deed to said County of Los Angeles, recorded in Book 10049, page 69, of said Official Records; thence easterly along said southerly side line and the southerly side line of that 40-foot wide strip of land described in easement deed to the County of Los Angeles, recorded in Book 3139, page 82, of said Official Records, to the northeasterly prolongation of that course in the easterly boundary of that parcel of land described in a Grant Deed to Los Angeles County Flood Control District, recorded in Book 3839, page 122, of said Official Records, said course having a bearing and length of

S. 21°59'00" W. 319.35 feet; thence along said course S. 21°59'00" W. to the southerly extremity of last said course; thence S. 32°26'30" E. 277.52 feet;

thence S. 0°28'00" E. 324.37 feet; thence S. 23°30'30" E. 566.54 feet; thence S. 40°58'30" E. 342.08 feet; thence S. 48°07'00" E. 60.30 feet; thence S. 20°07'00" E. 155.15 feet to the southerly line of the land described in deed to R.T. Soper, recorded in Book 3205, page 211, of Deeds, in the office of said recorder; thence along last said southerly line N. 66°07'00" W. 192.24 feet; thence S. 62°23'00" W. 60.07 feet; thence S. 43°53'00" W. 430.53 feet;

thence S. 36°28'30" W. 450.20 feet; thence S. 20°37'30" W. 160.78 feet; thence N. 56°50'30" W. 161.05 feet; thence N. 54°43'00" W. 464.20 feet; thence N. 21°19'00" W. 159.28 feet; thence N. 50°20'00" W. 174.64 feet; thence N. 49°52'30" W. 363.73 feet; thence N. 65°55'00" W. 164.37 feet; thence S. 68°47'00" W. 65.09 feet; thence S. 21°32'00" W. 70.52 feet; thence S. 3°58'00" W. 446.28 feet; thence S. 1°37'00" W. 375.24 feet; thence N. 50°09'00" W. 416.62 feet; thence S. 71°51'00" W. 223.72 feet; thence N. 72°29'00" W. 101.98 feet; thence N. 50°59'00" W. 158.41 feet; thence N. 82°33'00" W. 427.07 feet; thence N. 87°50'00" W. 226.73 feet to a point in the southeasterly line of Lot 35 of the aforesaid Tract No. 1796, distant N. 31°54'00" E. thereon 572.05 feet from the most southerly corner of said Lot 35; thence S. 31°54'00" W. along the southeasterly line of said Tract No. 1796 to a point, distant N. 31°54'00" E. 174.65 feet from the most easterly corner of said Lot 31, Tract No. 1796, Sheet No. 2; thence S. 25°06'30" E. 82.77 feet; thence S. 42°56'00" E. 455.60 feet; thence S. 35°09'30" W. 28.75 feet to the southwesterly line of said parcel of land described in said deed to Saturnino Carrion, recorded in Book 200, page 420, of Deeds, in the office of said recorder; thence southeasterly along said southwesterly line to said TRUE POINT OF BEGINNING.

EXCEPTING therefrom that portion thereof within the following described boundaries:



DATA COMPILED IN PART AND PROVIDED TO
LOS ANGELES COUNTY
STATE OF CALIFORNIA

NOTES
RECORD DISTANCES SHOWN IN ( ).
DISTANCES SHOWN IN FEET UNLESS OTHERWISE INDICATED.
OWNERSHIP AND ACTUAL EXISTENCE OF EASEMENTS MAY
BE IN QUESTION.
LACKS BOUNDS LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

PRELIMINARY
STUDY MAP

REFERENCES	REVISED DATE	BY	
18 900 (SD-661)	06-07-90	K ASEVEDO	
18 121-002			
18 159-343			

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
MAPPING AND PROPERTY MANAGEMENT DIVISION

PREPARED BY: V. FLORES
CHECKED BY: R. ANCHORY
DATE: 4-13-89
SCALE: 1"= 300'

PROJECT NAME: PUDDINGSTONE RESERVOIR
TITLE: LEASE AGREEMENT EXHIBIT "B"
PROJECT LOCATION: AS SHOWN
PROJECT NUMBER: MPMD90005-INT.PLAN
SHEET 1 OF 1

Beginning at the northeasterly corner of said certain parcel of land described in deed recorded in Book 4421, page 122; thence North 88°02'10" West along the northerly line of said last-mentioned certain parcel of land, a distance of 150 feet to the northeasterly corner of said certain parcel of land described in deed recorded in Book 3882, page 136; thence continuing westerly along the northerly line of said last-mentioned certain parcel of land, North 88°02'10" West 241.08 feet to the northerly side line of that certain 60-foot wide strip of land described in an easement deed to the County of Los Angeles, recorded in Book D6081, page 563, of said Official Records; thence easterly along said northerly side line to a straight line which bears South 6°10'06" East and which passes through a point in said northerly line of that certain parcel of land described in Book 4421, page 122, distant along said last-mentioned northerly line North 88°02'10" West 7.00 feet from said northeasterly corner; thence southerly along said straight line to a straight line which bears South 83°29'29" East and which passes through a point in the easterly line of said last-mentioned certain parcel of land, distant along said easterly line South 16°36'10" East 110.37 feet from said northeasterly corner; thence easterly along said last-mentioned straight line to said easterly line; thence northerly along said easterly line to said northerly side line; thence easterly along said northerly side line to the northerly line of said certain parcel of land described in deed recorded in Book 4888, page 118; thence westerly along said last-mentioned northerly line to said easterly line; thence northerly along said easterly line to the point of beginning.

75734 ORIGINAL

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

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

WHEREAS, Section 2.15. of the Los Angeles County Flood Control Act empowers DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors that the acquisition is necessary for such purposes, to acquire, preserve, enhance, and add recreational features to lands or interests in lands contiguous to DISTRICT properties for the protection, preservation, and use of the scenic beauty and natural environment of such properties or such lands; and

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

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

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

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

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

WHEREAS, it is the intention of both of the parties hereto that the sole purpose of this agreement is to provide partial DISTRICT funding, during the Fiscal Year 2005-06, the mutual written approval of the Chief Engineer of DISTRICT and Director of

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

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

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

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

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

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

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

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

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

6. COUNTY shall invoice DISTRICT on a quarterly basis in a form prescribed by the COUNTY Auditor-Controller for the ACTUAL COSTS to be reimbursed pursuant to this AGREEMENT. The invoices shall indicate the location of the work performed, type of work performed (i.e., Trail Maintenance, Building Maintenance, Utilities, etc.), and detail of expenses (i.e., labor classification, equipment, supplies, and applicable overhead rates). The invoices shall also include a statement from the Director of DEPARTMENT, or their designee, certifying that all costs billed to DISTRICT are appropriate and proper expenditures under Section 2.15. of the Los Angeles County Flood Control Act.

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

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

8. This AGREEMENT shall commence upon execution and end June 30, 2006.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by and through their respective duly authorized officers on this 20TH day of JUNE, 2006.

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

BY Mike Antonovich
Chair, Board of Supervisors

(seal)

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

BY
Deputy

COUNTY OF LOS ANGELES,
a body corporate and politic

BY Mike Antonovich
Mayor, Board of Supervisors

(seal)

ATTEST:
SACHI A. HAMAI
Executive Officer-Clerk of
the Board of Supervisors

BY
Deputy

APPROVED AS TO FORM:
RAYMOND G. FORTNER, JR.,
County Counsel

BY
Deputy
7373DKW042606

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF

65 JUN 20 2006

SACHI A. HAMAI
EXECUTIVE OFFICER

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 20TH day of JUNE, 20___, the facsimile signature of MIKE ANTONOVICH, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By _____
Deputy

(LACFCD-SEAL)

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this 20TH day of JUNE, 2006, the facsimile signature of MIKE ANTONOVICH, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

(COUNTY-SEAL)

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

EXHIBIT 1

ORIGINAL

FRANK G. BONELLI
REGIONAL PARK AND
RECREATION AREA
SUBLEASE NO. 75749

SUBLEASE OF FRANK G. BONELLI REGIONAL PARK

This Sublease is entered into this 20TH day of JUNE, 2006, between the County of Los Angeles "COUNTY" and the Los Angeles County Flood Control District "DISTRICT."

WHEREAS, the DISTRICT 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 DISTRICT to preserve, enhance, and add recreational features to its properties and, upon a finding by the Board of Supervisors to acquire lands or interests in lands contiguous to DISTRICT properties, for the protection and preservation of the scenic beauty and natural environment of such properties or such lands; and

WHEREAS, DISTRICT intends to enter an agreement with COUNTY, to contribute funding, during the Fiscal Year 2005-06, for the preservation of recreational features at said PARK; and

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

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

1. Leased Premises

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

2. Term

The term of this Sublease shall be for one (1) year beginning July 1, 2005, and ending June 30, 2006.

3. Consideration

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

4. Purpose

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

5. Assignment of Sublease

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

6. Indemnification

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

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

7 Taxes

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

8 Notices

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

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

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

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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 Mike Antonovich
Chair, Board of Supervisors

(seal)

ATTEST:
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 Mike Antonovich
Mayor, Board of Supervisors

(seal)

ATTEST:
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

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF

65 JUN 20 2006

SACHI A. HAMAI
EXECUTIVE OFFICER

DR:DKW:adg
P6\BONELLI

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Chair of the Board on all papers, documents, or instruments requiring the Chair's signature.

The undersigned hereby certifies that on this 20TH day of JUNE, 20 06, the facsimile signature of MIKE ANTONOVICH, Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Chair of the Board of Supervisors of the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

(LACFCD-SEAL)

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors for 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 adopted a resolution pursuant to Section 25103 of the Government Code that authorized the use of facsimile signatures of the Mayor of the Board on all papers, documents, or instruments requiring the Mayor's signature.

The undersigned hereby certifies that on this 20TH day of JUNE, 2006, the facsimile signature of MIKE ANTONOVICH, Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES, was affixed hereto as the official execution of this document. The undersigned further certifies that on this date a copy of the document was delivered to the Mayor of the Board of Supervisors of the COUNTY OF LOS ANGELES.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

(COUNTY SEAL)

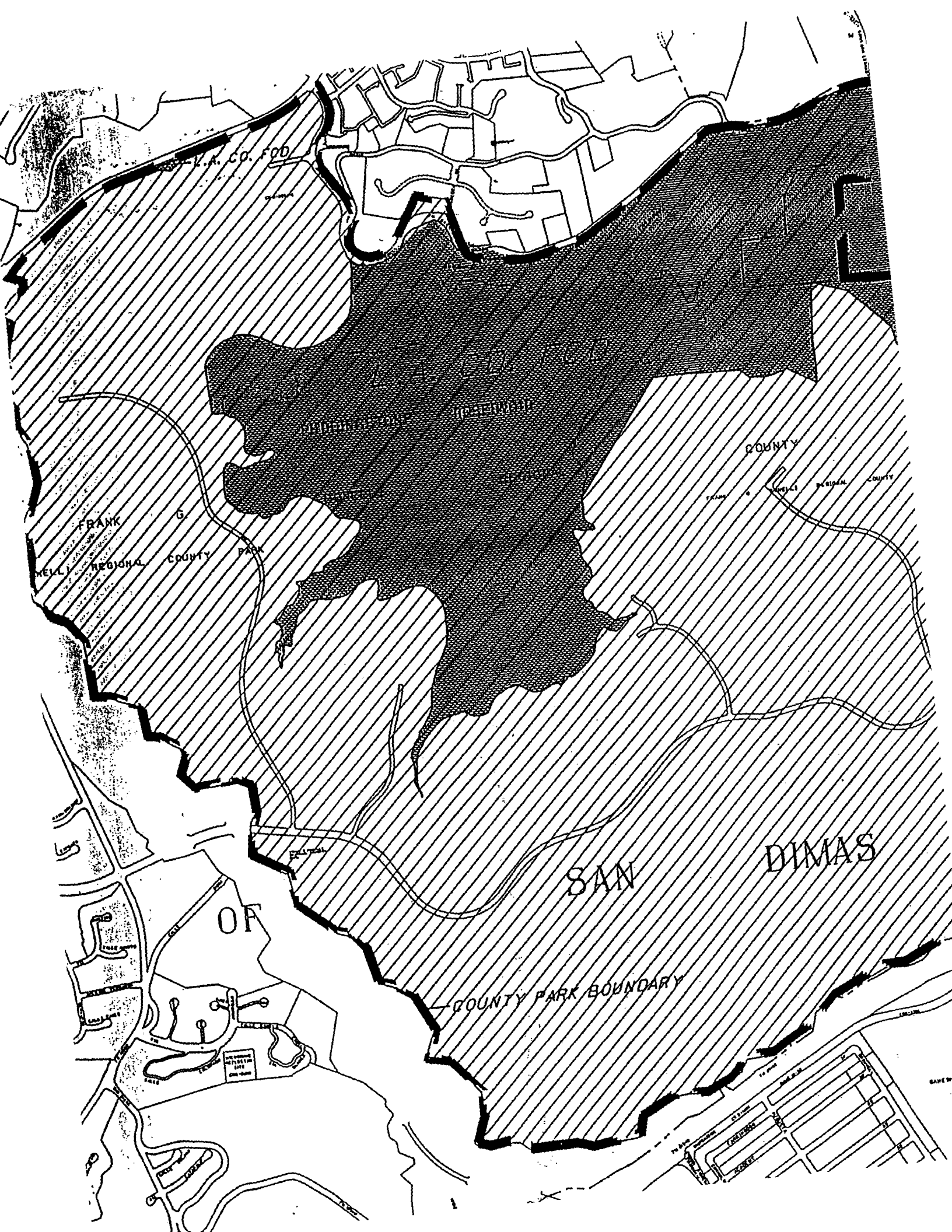
SACHI A. HAMAI, Executive Officer
of the Board of Supervisors
of the County of Los Angeles

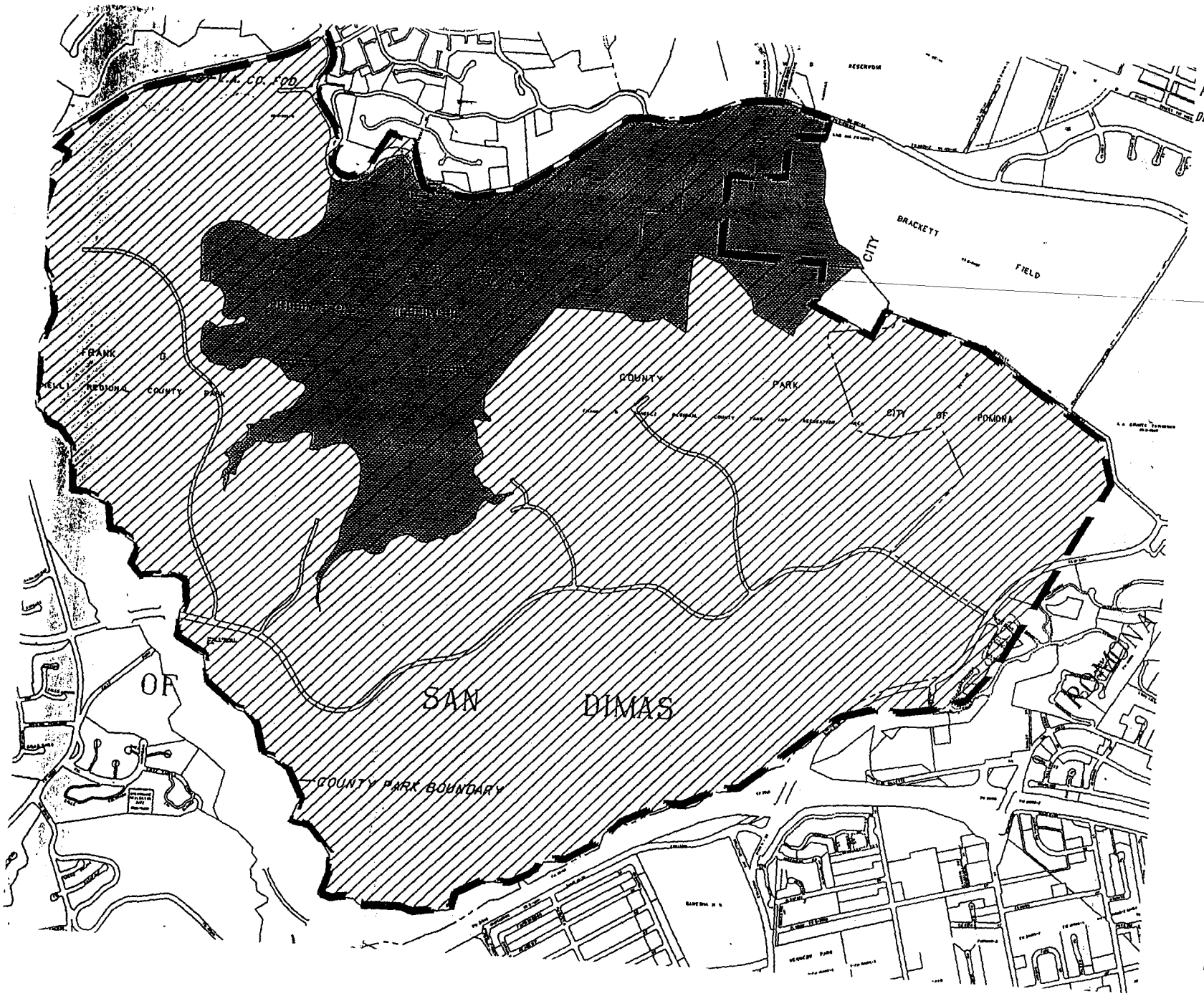
By _____
Deputy

APPROVED AS TO FORM

RAYMOND G. FORTNER, JR.,
County Counsel

By _____
Deputy


L.A. CO. FOD
FRANK G.
WELLS REGIONAL COUNTY PARK
COUNTY
SAN
DIMAS
OF
COUNTY PARK BOUNDARY



FACILITY NAME: BONELLI REGIONAL PARK

DESCRIPTION: FLOOD CONTROL HAS CONTROL OF DAM OUTFLOW AND RESEVOIR

LEGEND

FLOOD HOLDINGS

PARK AREA

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MAP OF
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

EXHIBIT A