



June 11, 2012

Via Electronic Mail Only:
jd@johnanthonydavis.com

John Davis
Post Office Box 10152
Marina del Rey, California 90295

Dear Mr. Davis:

Re: Public Records Act Request – Dockweiler State Beach

This letter responds to your email dated June 4, 2012, wherein you requested a complete copy of the Lease Agreement between the Department of Parks and Recreation ("State Parks") and the City of Los Angeles.

Attached with this correspondence, please find a full copy of the Agreement, including page 6, which was inadvertently cut off at the top of the page.

If you have any questions, I can be reached at (916) 651-8454.

Sincerely,

Kelli McDowell
Administrative Assistant

cc: (via email only)

Tara E. Lynch, Senior Staff Counsel, Legal Office

64
AGREEMENT

Between the
STATE OF CALIFORNIA
and the
CITY OF LOS ANGELES

R/W 4999-137

Covering the administration and control of
certain Beach Areas for the purposes of
operation as part of the State Park System.

This agreement made and entered into this tenth day
of November, 1948, by and between the State of California
hereinafter designated as "State" and the City of Los Angeles, a
municipal corporation, hereinafter designated as "City",

W I T N E S S E T H:

That, WHEREAS State and City entered into that certain agree-
ment dated the 12th day of December, 1947, pursuant to Ordinance
No. 92503 as amended by Ordinance No. 92585 of said City; and

WHEREAS City has conveyed to State pursuant to said ordinances
either by grant or quit-claim deeds those certain parcels of real
property described in the aforesaid agreement under paragraph
numbered one (1) thereof and also described in paragraph numbered
one (1) hereof; and

WHEREAS paragraph numbered five (5) of the aforesaid agreement
provides in part that "immediately upon vesting of title in State
to the parcels described in Paragraph 1, State shall enter into and
execute a lease agreement with City;"

NOW, THEREFORE, in order partially to effectuate the purposes
and the covenants contained in the aforesaid agreement, it is mutually
understood and agreed between the parties hereto, as follows:

1. State, as Lessor, does hereby lease, let and demise unto City,
as Lessee, all those certain premises in the County of Los Angeles,
State of California described as follows, to wit:

City Parcel 1

Those portions of Section 3, 10 and 11, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho Sausal Redondo, as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, bounded and described as follows:

Beginning at the intersection of the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, with the southwesterly line of the land described in deed to the Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County; thence southeasterly along said southwesterly line in all its various courses and curves to the southerly line of said Section 3; thence easterly along said southerly line to the northeasterly line of that certain parcel of land described in deed to the Pacific Electric Railway Company, recorded in Book 5822, Page 246, of Deeds, Records of said County; thence southeasterly along said northeasterly line in all its various courses and curves to the southerly line of said Section 11; thence westerly along said last mentioned southerly line to the ordinary high water mark of the Pacific Ocean; thence northwesterly along the meander line of said ordinary high water mark to said third course of that certain parcel of land described in deed recorded in Book 8175, Page 209, Official Records of said County; thence easterly along said third course in deed recorded in Book 8175, Page 209, Official Records of said County; to the point of beginning;

Also,

All that portion of the parcel of land (60 feet wide) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian;

Also,

All that portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company, (now Pacific Electric Railway Company) recorded in Book 1617, Page 310, of Deeds, Records of Los Angeles County, extending from the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County, to the southerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, excepting therefrom that portion of said parcel of land included within the 60-foot strip of land described in

Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of said County.

City Parcel 3

Lot A, Tract No. 8573, as per map recorded in Book 103, Pages 19 and 20, of Maps, Records of Los Angeles County.

City Parcels 4 and 5

All that portion of Block E of Resubdivision of a Portion of Playa Del Rey Townsite, as per map recorded in Book 7, Page 130, of Maps, Records of Los Angeles County, lying between the southwesterly prolongation of that certain course in the southeasterly line of Block A, said Resubdivision of a Portion of Playa Del Rey Townsite shown on said map as having a bearing of North 64°49' East and a length of 129.22 feet, and the southwesterly prolongation of the southeasterly line of Lot 11, Block 9, as shown on said map of a Portion of Playa Del Rey Townsite as having a bearing of North 64°48' East;

Also,

Beginning at the northeasterly corner of said Block E; thence South 29°57' East along the easterly line of said Block E to the southwesterly prolongation of the southeasterly line of Lot 11 said Block 9 hereinabove described as having a bearing of North 64°48' East; thence southwesterly along said last mentioned southwesterly prolongation to a point in a line parallel with and distant 125 feet southwesterly measured at right angles from said northeasterly line of Block E, said parallel line being the line described and fixed in agreement between the City of Los Angeles and E. Duncan, et al., said agreement being dated October 11, 1937, and filed as Agreement No. 9358 in the office of the City Clerk of Los Angeles; thence northwesterly along said parallel line to the northwesterly line of said Block E, or southwesterly prolongation thereof; thence northeasterly along said last mentioned prolongation and/or said last mentioned northwesterly line to the point of beginning;

Also,

All of Lot D of Del Rey Beach as per map recorded in Book 6, Page 186, of Maps, Records of Los Angeles County, EXCEPTING that portion of said Lot D heretofore condemned by the Los Angeles County Flood Control District in that certain action entitled "Los Angeles County Flood Control District, a body politic and corporate, vs David Burton Beggs, Del Rey Company, et al.," which is action No. 397091 in Superior Court of the State of California, in and for the County of Los Angeles, and which excepted portion of Lot D is the lands described in the amendment of said complaint in said action and designated in said amendment to said complaint as Parcel No. 130; the southwesterly or seaward boundary.

of the lands hereby conveyed being the common boundary line between said Lot D and the tide lands of the City of Los Angeles as established by, and described in that agreement entered into between the City of Los Angeles, a municipal corporation, as party of the first part, and Del Rey Company, a corporation, as party of the second part, under date of the 2nd day of February, 1938, and which agreement was recorded as Instrument No. 769 on the 5th day of December, 1939, in Book 17039, Page 298 of Official Records of said County, said common boundary line being described therein as a straight line joining a point on the southwesterly prolongation of the northwesterly line of Lot D, Del Rey Beach as per map recorded in Book 6, Page 186 of Maps, Records of Los Angeles County, distant on said northwesterly line of Lot D and the prolongation thereof 96.57 feet southwesterly from the northeasterly corner of said Lot D, with a point on the southwesterly prolongation of the southeasterly line of said Lot D, distant on said southwesterly line of Lot D and the prolongation thereof 103.23 feet southwesterly from the southeasterly corner of said Lot D.

Also,

Lot P, Block P, Lot Q, Block Q, and Lot RR, Block R, Ocean Strand Tract, as per map recorded in Book 5, Page 147 of Maps, Records of Los Angeles County, and those portions of public streets shown as Tide Avenue, 40 feet wide and as Salt Air Avenue, 40 feet wide, on said map, lying southwesterly of the northwesterly and southeasterly prolongation of the northeasterly line of said Lot Q.

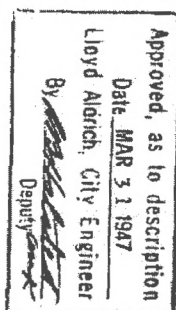
City Parcel 2

All that portion of that certain strip of land shown as Marine Avenue on map of Playa Del Rey Townsite, recorded in Book 2, Pages 65 and 66 of Maps, Records of Los Angeles County, extending from the southwesterly prolongation of the northwesterly line of Lot A, Block 56, said Playa Del Rey Townsite to the southwesterly prolongation of the northwesterly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite; subject to easements of record for public street purposes; Also,

All that portion of that certain strip of land shown as "Boulevard" on map of M. L. Wicks Addition to the Town of Port Ballona as per map recorded in Book 23, Page 33, Miscellaneous Records of Los Angeles County; lying southwesterly of the northeasterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107, of Deeds, Records of said County, and extending from the southwesterly prolongation of the northwesterly line of Moscow Street (60 feet wide) as shown on map of said Playa Del Rey Townsite to the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian; subject to easements of record for public street purposes.

Also,

All natural and artificial accretions adjacent to the lands above described in Parcels 1, 3, 4 and 5, together with all natural and artificial accretions adjacent to Parcel 2 hereinabove described for playground, recreational and beach park purposes.



Robert
W. D. Ch.
Samuel C.
Recd. agreement
dated Oct. 12, 1947
and Cir. 2/20

2. The term of this lease shall be for the period of fifty (50) years commencing on the tenth day of November, 19 48, and ending on the ninth day of November 19 98.

3. During the term of this agreement the City shall pay, or cause to be paid all costs for park, playground and recreational purposes for the developing, improving, maintaining, operating, controlling and using of said beach lands hereby leased and demised to the City and the State shall not, during the term hereof, be liable for any of said costs for said purposes.

4. City shall have the right to manage, improve, develop, maintain, operate, and control any and all of the said lands hereby leased and demised to said City, and said City shall be the judge of the necessity for, and may place or cause to be placed therein or thereon, any structures, improvements, buildings, additions or alterations, to present or future structures as said City may deem desirable to develop the said lands for the use, enjoyment and protection of the general public, provided however that such use and development of said lands shall conform to standards prescribed by any and all State laws applicable to State Beach Parks.

5. During the term hereof the City is hereby authorized to grant such concessions as are consistent with the purposes of this agreement to the end that greater use and enjoyment of the said lands may be provided all citizens of the State of California and all other persons entitled to use and enjoy said lands for the purposes set out in this agreement; and upon the granting of any such concessions the rights of the public shall thereupon become subject to such concession agreements, and to such rules and regulations as may be promulgated by the City relative thereto, provided however any such concession shall be granted and/or administered in accordance with standards prescribed by State Laws applicable to State Beach Parks.

6. Said City may make such charges, fees or collections relative to any concessions granted or special services or accommodations provided for the public as said City may deem fit and proper, and any collections, fees, charges or profits from any operation relative to said lands shall inure to said City and be deposited in the City Treasury, for use by the City for only recreation and park purposes.

7. Any fixtures, structures, buildings, or additions thereto, placed by the City in or upon any of the lands hereby leased and demised to the City after the effective date of this lease shall remain the property of said City, and the City may remove the same at any time during the term hereof or, at the City's option, may remove any or all of the same within a reasonable time after termination of this agreement or any extension or renewal hereof, provided however, that State, at its option, may require City to leave any or all such improvements and/or structures in place upon written notice to City by State of its election to exercise such option not less than one (1) year prior to termination of this agreement as provided herein and provided further that should State so elect, State shall reimburse City the fair market value of any such improvements and/or structures retained by State; said value to be determined by appraisers mutually agreed upon.

8. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, extended or renewed,

renewed, or the provisions of this agreement may be altered,
changed or amended, by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed
this Agreement in quadruplicate this 10th day of
February, 1949.

ATTEST:

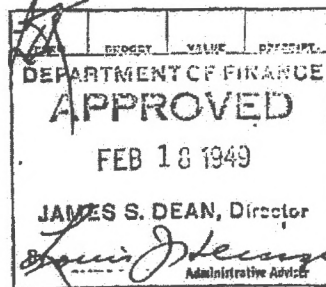
J. H. Covington
Executive Secretary

APPROVED:

Norren G. Hammond
Director of Natural Resources

APPROVED:

~~Director of Finance of the
State of California~~



STATE PARK COMMISSION of the
State of California

By J. D. Newland
Chairman

ATTEST:

CITY OF LOS ANGELES, a
municipal corporation

Walter S. Leland
City Clerk
City of Los Angeles

By Richard J. Brown
Mayor

PREPARED BY	DATE
<u>James W. [unclear]</u>	<u>1/16/49</u>
CHECKED	
<u>700</u>	<u>1/16/49</u>
APPROVED	
RELEASED	<u>1/16/49</u>

- 7 -

Approved as to Form
AUG 23 1948
RAY L. CHESEBRO
City Attorney
By Charles F. Reiche
Assistant City Attorney
CHARLES F. REICHE

APPROVED FOR EXECUTION
JAN 6 1949
RAY L. CHESEBRO, City Attorney
By Charles F. Reiche
Assistant City Attorney

STATE OF CALIFORNIA)
) ss.
COUNTY OF SACRAMENTO)

On this 10th day of February, 1949, before me a Notary Public in and for the County of Sacramento, State of California, residing therein, duly commissioned and sworn, personally appeared J. H. COVINGTON, known to me to be the Executive Secretary of the State Park Commission of the State of California, the body politic and sovereign that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said State of California and acknowledged to me that said State of California executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

(SEAL)

/s/ Estelle Baxter
Notary Public in and for the County
of Sacramento, State of California

FEB 11



GROUP 13

R/W 4999-1374

SUPPLEMENTAL LEASE BETWEEN STATE OF CALIFORNIA
AND CITY OF LOS ANGELES COVERING BEACH LANDS
SOUTH OF SANTA MONICA CITY

THIS LEASE AGREEMENT, made and entered into as of the third (3rd) day of August, 1949, by and between the State of California, hereinafter designated as "State", and the City of Los Angeles, hereinafter designated as "City",

W I T N E S S E T H :

THAT, WHEREAS State and City entered into that certain agreement dated the twelfth (12th) day of December, 1947, pursuant to Ordinance No. 92503, as amended by Ordinance No. 92,585, of said City; and

WHEREAS State and City entered into that certain lease agreement dated the tenth (10th) day of November, 1948, covering those certain parcels of real property described in paragraph numbered one (1) of said agreement, dated December 12, 1947, for a period of fifty (50) years commencing on the tenth (10th) day of November, 1948, and ending on the ninth (9th) day of November, 1998; and

WHEREAS State did, on the third (3rd) day of August, 1949, acquire that certain property captioned "County Master Plan - Parcel 29" in paragraph 2-A of said agreement dated December 12, 1947, more particularly described hereinafter in paragraph numbered one (1) hereof; and

WHEREAS State did, on the ninth (9th) day of April, 1951, acquire that certain property captioned "County Master Plan - Parcel 26B" in paragraph 2-A of said agreement dated December 12, 1947, more particularly described hereinafter in paragraph numbered one (1) hereof;

NOW, THEREFORE, it is mutually understood and agreed between the parties hereto as follows:

1. State, as Lessor, does hereby let, lease and demise unto City, as Lessee, all those certain parcels of real property described as follows, to wit:

All that real property located in the City of Los Angeles, County of Los Angeles, State of California described as follows:

County Master Plan - Parcel 29

That portion of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3205, Page 107 of Deeds, Records of Los Angeles County, extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

That portion of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company), recorded in Book 1517, Page 310 of Deeds, Records of Los Angeles County, in Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, lying southwesterly of the southwesterly line of the 60-foot strip of land described in Clause 1 in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3205, Page 107 of Deeds, Records of Los Angeles County and extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

That portion of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, in the Rancho Sausal Redondo as per map recorded in Book 1, Pages 507 and 508 of Patents, Records of Los Angeles County, lying southwesterly of the southwesterly line of the 60-foot strip of land described in deed to the Los Angeles Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1517, Page 310 of Deeds, Records of said County, and extending from the northerly line of Section 3, Township 3 South, Range 15 West, San Bernardino Base and Meridian, to the third course of that certain parcel of land described in deed to the City of Los Angeles recorded in Book 8175, Page 209, Official Records of said County;

Also,

Reviewed, as to description
Date DEC 19 1950
Lloyd Aldrich, City Engineer
By R. B. HAISTED
Deputy

That portion of that certain strip of land (60' in width) described in Clause 1 in deed to Los Angeles Pacific Company (now Pacific Electric Railway Company), recorded in Book 3805, Page 107, of Deeds, Records of Los Angeles County, extending from a line that is normal to the curved westerly line of that portion of said strip of land (60' wide) located westerly of and adjacent to the intersection of Waterview Street and Vista Del Mar and that passes thru the southerly terminus of said curved westerly line, to the southwesterly prolongation of the northwesterly line of Moscow Street (60' wide) as shown on map of Playa del Rey Townsite, recorded in Book 2, Pages 65 and 66 of Maps, Records of Los Angeles County;

Also,

That certain strip of land in the City of Los Angeles, County of Los Angeles, State of California, lying between the southwesterly line of the strip of land (60' wide) described in deed to Los Angeles, Hermosa Beach and Redondo Railway Company (now Pacific Electric Railway Company) recorded in Book 1617, Page 310 of Deeds, Records of said County, and the southwesterly line of the strip of land (60' in width) described in deed to the Los Angeles Pacific Company (now Pacific Electric Railway Company) recorded in Book 3805, Page 107 of Deeds, Records of said County, and extending from the southeasterly line of Lot A, Block 56, Playa Del Rey Townsite, as per map recorded in Book 2, Pages 65 and 66 of Maps, Records of said County, to the southwesterly prolongation of the northwesterly line of Moscow Street (60' wide) as shown on map of said Playa del Rey Townsite.

EXCEPTING THEREFROM any portions which may be included within the lines of any public street;

County Master Plan - Parcel 26B

All those portions of Lots A, B, and C, Tract No. 898, as per map recorded in Book 16, Page 128 of Maps, Records of Los Angeles County, of Lot NN, Venice of America, as per map recorded in Book 6, Pages 126 and 127 of Maps, Records of said County, and of certain parcels of land described in paragraph IV of judgment had in quiet title action in Case No. 140756 of the Superior Court of the State of California, in and for the County of Los Angeles, a copy of said judgment is recorded in Book 5690, Page 359, Official Records of said County, said lands being more particularly described as a whole within said judgment as follows:

Commencing at a point located 209 feet westerly from the most southerly corner of Lot 5, Block 5 of Country Club Tract as per map of said Tract recorded in Book 3, Page 76 of Maps, Records of Los Angeles County, upon the northerly line produced westerly of Horizon Avenue; thence southerly along the line of ordinary high water mark of the Pacific Ocean to a point in the northerly line of Zephyr Avenue produced westerly and distant 232 feet

from the most southerly corner of Lot 5, Block A of Venice of America as per map of said Tract recorded in Book 6, Pages 126 and 127 of Maps, Records of said County; thence continuing southerly along said ordinary high water mark of Pacific Ocean to a point in the northerly line in Windward Avenue produced westerly and distant 225 feet from the most southerly corner of Lot 2, Block 1 of said Venice of America; thence continuing along said high water mark southerly to a point on the northerly line of Lorelei Avenue produced and distant 168 feet westerly from the most southerly corner of Lot 4, Block 2 of said Venice of America; thence easterly along said northerly line of Lorelei Avenue produced a distance of 148 feet to a point, said point being on a line parallel to and 10 feet westerly of the easterly line and its southerly prolongation of Lot A, B, and C, Tract No. 898, as per map recorded in Book 16, Page 128 of Maps, Records of said County; thence northerly along said parallel line a distance of 77 feet to a point; thence leaving said parallel line northerly a distance of 12.19 feet to a point in the easterly line of said Lot C of said Tract 898; thence northerly along the easterly line of said Lots A, B, and C, Tract 898 and the prolongations thereof to a point in the northerly line of said Horizon Avenue produced westerly; thence westerly along said northerly line of Horizon Avenue produced westerly to the place of beginning

The above mentioned streets are as shown on said map of Venice of America.

2. The term of this lease shall be for the period beginning on the third (3rd) day of August, 1949, and ending on the ninth (9th) day of November, 1998.

3. During the term of this agreement the City shall pay, or cause to be paid, all costs for park, playground and recreational purposes for the developing, improving, maintaining, operating, controlling and using of said beach lands hereby leased and demised to the City, and the State shall not, during the term hereof, be liable for any of said costs for said purposes.

4. City shall have the right to manage, improve, develop, maintain, operate, and control any and all of the said lands hereby leased and demised to said City, and said City shall be the judge of the necessity for, and may place or cause to be placed therein or thereon,

any structures, improvements, buildings, additions or alterations, to present or future structures as said City may deem desirable to develop the said lands for the use, enjoyment and protection of the general public, provided however that such use and development of said lands shall conform to standards prescribed by any and all State laws applicable to State Beach Parks.

5. During the term hereof the City is hereby authorized to grant such concessions as are consistent with the purposes of this agreement to the end that greater use and enjoyment of said lands may be provided all citizens of the State of California and all other persons entitled to use and enjoy said lands for the purposes set out in this agreement; and upon the granting of any such concessions the rights of the public shall thereupon become subject to such concession agreements, and to such rules and regulations as may be promulgated by the City relative thereto, provided, however, any such concession shall be granted and administered in accordance with standards prescribed by State Laws applicable to State Beach Parks.

6. Said City may make such charges, fees or collections relative to any concessions granted or special services or accommodations provided for the public as said City may deem fit and proper, and any collections, fees, charges or profits from any operation relative to said lands shall inure to said City and be deposited in the City Treasury, for use by the City for only recreation and park purposes.

7. Any fixtures, structures, buildings, or additions thereto, placed by the City in or upon any of the lands hereby leased and demised to the City after the effective date of this lease shall remain the property of said City, and the City may remove the same at any time during the term hereof, or, at the City's option, may remove any or all of the same within a reasonable time after termination of this agreement or any extension or renewal hereof, provided, however, that State, at its option, may require City to leave any or all such improvements and structures in place upon written notice to City by State of its election to exercise such option not less than one (1) year prior to termination of this agreement as provided herein, and provided further that should State so elect, State shall reimburse City the fair market value of any such improvements and structures retained by State; said value to be

determined by appraisers mutually agreed upon.

8. This lease agreement is supplementary to, and in furtherance of, the agreements between the City of Los Angeles and the State hereinabove referred to.

9. Notwithstanding anything herein contained to the contrary, this agreement may be terminated, extended or renewed, or the provisions of this agreement may be altered, changed or amended, by mutual consent of the parties hereto.

10. Each and all of the terms and provisions hereof shall inure to the benefit of and also bind the successors of the respective parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement in quadruplicate as of the day and year first hereinabove written.

APPROVED:

[Signature] Deputy Director-Comptroller
Director of Natural Resources

STATE PARK COMMISSION of the
State of California

By *[Signature]*
Chairman

APPROVED:

JAMES S. DEAN
Director of Finance of the
State of California

ATTEST:

[Signature]
Executive Secretary

By *[Signature]*
ADMINISTRATIVE ADVISER

CITY OF LOS ANGELES, a
municipal corporation,
Board of Recreation and
Park Commissioners

ATTEST:

[Signature]
City Clerk
City of Los Angeles

By *[Signature]*
President

By *[Signature]*
Secretary

CITY OF LOS ANGELES, a
municipal corporation

By *[Signature]*
Mayor

DEPARTMENT OF FINANCE
APPROVED
MAY 21 1952

STATE OF CALIFORNIA,

COUNTY OF LOS ANGELES

ss.

ON THIS 30th day of April in the year of our Lord nineteen hundred and fifty-two before me, a Notary Public in and for the said County of Los Angeles, State of California, residing therein, duly commissioned and sworn, personally appeared Hletcher Beuzon, known to me to be the Mayor, and Water C. Peterson, known to me to be the City Clerk of the City of Los Angeles, the Corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Floyd M. Bethune
Notary Public in and for Los Angeles County, State of California.

STATE OF CALIFORNIA,

COUNTY OF Los Angeles

ss.

ON THIS 30th day of April, A. D., 1952, before me, FLOYD M. BETHUNE, a Notary Public in and for the said County and State, personally appeared Mrs. William J. Wilson, known to me to be the President, and Arthur L. Woolley, known to me to be the Secretary of the Board of Recreation and Park Commissioners of the City of Los Angeles, the Corporation that executed the within instrument, known to me to be the persons who executed the within instrument, on behalf of the Corporation herein named, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Floyd M. Bethune

STATE OF CALIFORNIA

COUNTY OF ALAMEDA

ss.

On this 12 day of May, 1952, before me a Notary Public in and for the County of Alameda, State of California, residing therein, duly commissioned and sworn, personally appeared J. R. SNOWLAND, known to me to be the Chairman of the State Park Commission of the State of California, the body politic and sovereign that executed the within instrument, known to me to be the person who executed the within instrument on behalf of said State of California and acknowledged to me that said State of California executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year in this certificate first above written.

Sam White
Notary Public in and for the County
of Alameda, State of California

AMENDMENT NO. 1 TO
JOINT POWERS AGREEMENT
NO. 25273

1. Date: The date of this amendment to the Agreement shall be the date of its approval by the Board of Supervisors of the County.

2. Parties: The parties to this amendment to the Agreement are the County and the City.

3. Recitals: This amendment is intended to amend the Joint Powers Agreement Between the City of Los Angeles and the County of Los Angeles Providing For Lifeguard and Maintenance Services To Be Rendered By The County on Beaches Located Within the City, dated May 20, 1975, (the "Agreement"), pursuant to which the County furnishes and provides all necessary lifeguard and beach maintenance at all beach areas bordering on the Pacific Ocean which are owned or leased by the City and situated within the limits of the City of Los Angeles (the "Beaches"), so that the following specific changes which the parties wish to make to the Agreement may be integrated in the terms of the Agreement by this amendment.

(1) The release of the County from all obligations assumed under the Agreement for Ocean Front Walk.

(2) The release of the County from all obligations assumed under the Agreement for the Turf Area of Venice Beach.

(3) A relinquishment by the County to the City of the concession rights granted to the County by the City in the Agreement on those areas of the Beaches from which the County is

the Beaches caused by the negligence of the agents, servants and employees of the County in the performance of the lifeguard, Custodial Maintenance and parking obligations that have been assumed by the County under the Agreement, and a dangerous condition of an Improved Condition of the Beaches created by an act or omission in the performance of the Custodial Maintenance obligation, including the negligence of the agents, servants and employees of the City with respect to the protection, correction or warning of the dangerous condition; (b) the City will assume all third party liability on the Beaches caused by the negligence of the agents, servants and employees of the City, a dangerous condition created by either a condition of the piers and groins and the portion of the South Bay Bicycle Trail on Will Rogers State Beach or a Natural Condition or Hybrid Natural and Artificial Condition of the Beaches, the accretions to the Beaches, the offshore waters and the submerged land, including the negligence of the agents, servants and employees of the County with respect to the protection, correction or warning of the dangerous condition; and (c) each party will assume a proportionate share of the third party liability on the Beaches caused by a dangerous condition arising out of an Improved Condition of the Beaches other than the previously described conditions for which each party has assumed the entire liability for a dangerous condition.

(9) The establishment of new addresses for the parties to which notices under the Agreement are to be mailed.

2. The Turf Area of Venice Beach: The City releases the County from all obligations assumed by the County under the Agreement for the portion of Venice Beach described in Attachment A of the Agreement as the "City Owned Property lying southwesterly of Ocean Front Walk" and the "State Owned Property Leased by the City of Los Angeles" that is bounded northeasterly by the southwesterly line of Ocean Front Walk, as presently established, northwesterly by the southwesterly prolongation of the center line of Barnard Way, 52 feet wide, southwesterly by the northeasterly line of the South Bay Bicycle Trail, as presently established, and southeasterly by the southwesterly prolongation of the northwesterly line of Washington Street, as presently established. The described area of Venice Beach from which the County is being released from its obligations under the Agreement is more commonly known by the parties as the "Turf Area of Venice Beach".

3. Concessions: The County relinquishes to the City the right conferred upon the County by the City in the Agreement to award new concession service contracts on Ocean Front Walk, including those segments that have not been paved, and the Turf Area of Venice Beach.

4. Future Modification of the Leases and Permits Assigned By The City To The County: Paragraph II.E. of the Agreement is modified by the addition of the following sentences. "Any such modification shall be subject to review and approval by the County's managing officer of the Beaches prior to the City

5. Venice Beach and Cabrillo Fishing Pier Contracts:

Subject to the written approval of the Department of Fish and Game of the State of California (the "Department"), the Cooperative Agreement By and Between The Department and the City For The Operation and Maintenance of the Los Angeles Public Fishing Pier, dated June 1, 1963, as amended by the Department and the City on June 1, 1983, and the Cooperative Agreement By and Between the Department and the City for the operation and maintenance of the San Pedro Fishing Pier, dated July 25, 1968, (the "Venice Beach and Cabrillo Fishing Pier Contracts"), that were assigned to the County by the City in the Agreement, are assigned by the County to the City. The City accepts the assignments and agrees to assume and perform all of the terms, promises, conditions and other provisions of the Venice Beach and Cabrillo Fishing Pier Contracts to be performed by the City. In accepting this assignment the City acknowledges that it has not relied upon any representations by the County with respect to the revenue it may acquire or the costs it may incur in operating and maintaining the fishing piers over the remaining terms of the Venice Beach and Cabrillo Fishing Pier Contracts, and that to the extent it is informed on these matters, such knowledge has been acquired by the City based upon its own inspection and investigation of the fishing piers and not any representations made by the County. Furthermore, the City acknowledges it is aware that the Venice Beach fishing pier is currently closed, and that the City may have to incur some extraordinary costs before

furniture and furnishings being used to predominantly service the Beaches, where the title to such items is held by a contractor or concessionaire of the County or some other third person with whom the County contractor or concessionaire is in privity of contract under a contract of sale for the item that is being used."

7. Capital Improvements: Paragraph XV.C. of the Agreement is modified by the addition of the following sentence. "Any works of public improvement constructed by the City on the Beaches during the term of the Agreement shall be subject to the Agreement and to the extent that any such improvements are intended to be managed for the production of income, the County shall have the sole right to manage those improvements and receive the income from their operation. In managing any such new improvements the County shall maintain and repair any such new improvements, and the County's managing officer of the Beaches may, in his sole discretion, and without prior approval by the City, provide for the operation of the improvements by either employees or independent contractors."

8. Indemnification: Section XVI of the Agreement is deleted in its entirety and replaced with the following paragraphs.

"XVI. In contemplation of the provisions of section 895.2 of the California Government Code imposing joint and several tort liability upon public entities solely by reason of such entities being parties to an agreement as defined in section 895 of the California Government Code, the parties pursuant to the authori-

nify and hold the City harmless from liability for the dangerous condition, including the alleged act or omission of the City, its agents, officers and employees, to protect against, repair, remedy, or correct the dangerous condition, to provide safeguards against the dangerous condition, or warn of the dangerous condition. The term "Custodial Maintenance" is defined to mean work that can be completed within a period of eight consecutive hours or less by the work forces that the County customarily assigns to the job to be performed, such as by way of illustration and not limitation, cleaning and washing public restrooms, removing debris from the sand, trash collection, sweeping the bicycle path, filling potholes, changing light bulbs, repairing faucets and showers, and patching cracks. The foregoing notwithstanding, Custodial Maintenance shall not be construed to include a repair that can be completed within a period of eight consecutive hours or less, where it is reasonable to include the repair in a larger job of repair, rehabilitation, renovation or replacement because of the state of disrepair or deterioration of the building or structure on which the repair is to be made, and the determination to include the repair in such a longer job has been made before the accrual of the cause of action of the third party tort claimant for injury or damage caused by the dangerous condition by the County's managing officer of the Beaches in a written document that this officer has caused to be prepared for the purpose of either seeking funds or appropriating funds for expenditure on the larger job, such as by way of illustration and not

and the portion of the South Bay Bicycle Trail that is located on Will Rogers State Beach, or a Natural Condition or Hybrid Natural and Artificial Condition of the upland, the accretions to the upland, the tide and submerged land and the ocean, including the alleged act or omission of the County, its agents, officers and employees, to protect against, repair, remedy, or correct the dangerous condition, to provide safeguards against the dangerous condition, or warn of the dangerous condition.

"B. The City agrees to defend, indemnify, and hold the County harmless from and against any and all liability and expense, including defense costs and legal fees, arising out of the negligent or wrongful act or omission of the City, its agents, officers, and employees to the extent that such liability is imposed upon the County by the provisions of section 895.2 of the California Government Code, including, but not limited to, personal injury, bodily injury, death, and property damage caused by the negligent or wrongful act or omission of the City, its agents, officers and employees. In addition, when liability arises pursuant to Chapter 2, Part 2, Division 3.6 of Title 1, commencing with Section 830 of the California Government Code, by reason of a dangerous condition of the Beaches that is created by either a condition of the piers and groins that extend from the Beaches into the ocean and the portion of the South Bay Bicycle Trail that is located on Will Rogers State Beach, or a Natural Condition or Hybrid Natural and Artificial Condition of the upland, the accretions to the upland, the tide and submerged land

Government Code, and the costs of the judgment, settlement and defense from such liability, inclusive of the costs of attorneys, witnesses, experts, investigation, discovery, trial and appeal, for a dangerous condition that is created by Other Types of Conditions of an Improved Condition of the Beaches shall be equally shared between the parties. The term "Improved Condition of the Beaches" is defined to mean a physical change to the Beaches that is brought about by some work of improvement having been made other than a pier, groin or the portion of the South Bay Bicycle Trail that is located on Will Rogers State Beach, such as by way of illustration and not limitation, a building, stairway, ramp, walkway, trail, path, drain, landscaping, tower, berm, dyke, pipe, pole, sign, fire pit, grill, fence, parking lot and sand that has been raked and cleaned or replenished by artificial means. The term "Other Types of Conditions" is defined to mean a condition of an Improved Condition of the Beaches, that is created by an act or omission, other than Custodial Maintenance, such as by way of illustration and not limitation, an act or omission in the plan, design, maintenance, repair, rehabilitation, barrier, sign, signal, marking and lighting of an Improved Condition of the Beaches. The parties shall keep each other informed on claims and lawsuits that are served on their respective governing board and council by third party tort claimants who are seeking compensation for injury and damage caused by a dangerous condition created by other Types of Conditions of an Improved Condition of the Beaches. The county counsel and the city attorney shall provide joint

that the city attorney shall assist the county counsel in producing such witnesses and documents under the control of the City that may be required in the defense of the case, shall not unreasonably withhold his right of approval over private attorneys and expert witnesses selected by the county counsel, and shall approve all correct invoices submitted by the county counsel for reimbursement by the City of the City's proportionate share of the costs of defense that have been paid by the County. Any claim and lawsuit that arises from a dangerous condition that is created by Other Types of Conditions of an Improved Condition of the Beaches shall require the joint approval of the County and the City before an agreement for the release of the claim and a dismissal of the lawsuit can be made and entered with the third party tort claimant. In the case of settlements and final judgments each party shall pay its proportionate share of the total amount directly to the third party tort claimant.

"D. Except as provided in paragraph XVI.G., any dispute between the parties over their respective obligations for indemnification that cannot be resolved by mutual agreement of the parties shall be submitted for determination by final judgment of a court of competent jurisdiction. However, the foregoing notwithstanding, it is agreed that until a final judicial determination has been made, the respective obligations for indemnity shall be performed in accordance with the provisions of paragraph XVI.C. with respect to liability for a dangerous condition of the Beaches that is created by Other Types of Conditions of an

the approval of their respective governing bodies. In the absence of such an agreement within ninety (90) days after a determination of the liability by a final judgment of a court of competent jurisdiction or a settlement by the parties with the third party tort claimant, the determination shall be made by non-binding arbitration pursuant to the procedures set forth in chapter one through three, inclusive, of the California Arbitration Act, as contained in Title 9 of Part III of the California Code of Civil Procedure, commencing with Section 1280, or any amendments or reenactments of these provisions of the Act by the Legislature over the term of this contract. The parties acknowledge and agree that this agreement to arbitrate their disagreement on the proration of the concurrent indemnification in the manner specified constitutes an enforceable agreement to submit the controversy to arbitration under the enforcement provisions of the California Arbitration Act, as the law now exists or may be subsequently amended or reenacted. In resolving a dispute under this paragraph, the arbitrator shall be provided with paragraphs XVI.A., XVI.B., and XVI.C. of this contract, and shall be jointly instructed by both parties to include in the final report of the decision, detailed factual findings of causation of the third party tort liability with an explanation as to how the proportionate shares of causation were determined, and the allocation of liability within the parameters of paragraphs XVI.A., XVI.B., and XVI.C. The arbitrator's decision shall be non-binding, as the parties reserve the right to reject the decision and bring an

in this case would be shared, with the COUNTY paying \$10,000 (20% of \$50,000), and the City paying \$40,000 (80% of \$50,000). In the event either party is dissatisfied with the arbitrator's decision, a judicial determination of the proration of the concurrent indemnification in a court of competent jurisdiction in accordance with the basis that is set forth in this paragraph for making the determination may be sought by either party in a trial de novo on the issue of the comparative degree of causation that the various categories of negligence and dangerous condition for which indemnification is provided in paragraphs XVI.A., XVI.B. and XVI.C. was a contributing factor to the proximate cause of injury or damage to the third party tort claimant. Each party also shall pay a share of all third party defense costs, and arbitration costs, as well as the costs incurred in seeking a post-arbitral trial de novo in a court of competent jurisdiction, based on the proration that is made. It is further agreed that the control over the claims and lawsuits that are subject to the combined indemnity described in this paragraph shall be handled in accordance with the provisions of paragraph XVI.C., except to the extent that the provisions of this paragraph provide for a different percentage allocation of the costs of the judgment, settlement and defense of the third party tort claimant's claim and lawsuit. However, until this percentage allocation of the costs is determined in the manner provided by this paragraph, the costs shall be equally shared by the parties. When the determination is made, there shall be a reconciliation of the amounts

County:

Board of Supervisors
500 W. Temple Street
Los Angeles, California 90012

Department of Beaches and Harbors
County of Los Angeles
13837 Fiji Way
Marina del Rey, California 90292

City:

Mayor
City of Los Angeles
200 N. Spring Street
Los Angeles, California 90012

City Council
200 N. Spring Street
Los Angeles, California 90012

City Administrative Officer
City of Los Angeles
200 N. Main Street
Los Angeles, California 90012

General Manager
Department of Recreation and Parks
City of Los Angeles
City Hall East
Los Angeles, California 90012

10. The Grant For The Renovation of The Turf Area of Venice

Beach: The Agreement is modified by the addition of the following Section to the Agreement.

"XXII. Subject to the approval of the State of California, the County assigns to the City the agreement it has entered with the State of California for the appropriation of \$334,000 in state grant funds for expenditure by the County on project number 84-R19062 for the renovation of the Turf Area of Venice Beach. The City accepts this assignment and agrees to assume and perform all of the terms, promises, conditions and other provisions of

IN WITNESS WHEREOF, the City Council of the City of Los Angeles has approved this amendment to the Agreement by resolution and authorized the Mayor of the City to execute and the City Clerk to attest this amendment, and the Board of Supervisors of the County as the governing body of County has caused this amendment to be executed by its Chairman and attested by its Executive Officer-Clerk.

CITY OF LOS ANGELES

By ORIGINAL SIGNED
Mayor

I hereby attest that the City of Los Angeles executed the above Agreement on the _____ day of _____ 1987.

City Clerk

By ORIGINAL SIGNED
Deputy

Approved As To Form and
Legality:
James K. Hahn, City Attorney

By ORIGINAL SIGNED

COUNTY OF LOS ANGELES

By Michael H. Antonovich
Chairman, Board of Supervisors

I hereby attest that the County of Los Angeles executed the above Agreement on the _____ day of _____ 1987.

Larry J. Montellh, Executive
Officer-Clerk of the Board of
Supervisors

By Angie Hoops
Deputy

Approved As To Form:
DeWitt W. Clinton, County Counsel

By ORIGINAL SIGNED

This amendment to the Agreement is approved by the State of California, acting through its Department of Parks and Recreation, only to the extent it relates to Will Rogers State Beach, and Dockweiler State Beach, which includes a portion of Venice Beach.

Dated: _____

Director
California Department of Parks
and Recreation



WHEREAS, the parties desire to consolidate such lifeguard and maintenance services for increased efficiency and continuity of all such services.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties agree as follows:

I. On the effective date of this Agreement, and continuing through the term hereof, County shall furnish and provide all necessary lifeguard and beach maintenance services at all beach areas bordering on the Pacific Ocean which are owned or leased by City and situated within the limits of the City of Los Angeles. The effective date of this Agreement will be the first day of the month following the execution hereof by both parties and said effective date shall be the operative date of and for the various assignments, transfers, rights and obligations herein provided. Such services shall be equivalent to those furnished at other beaches under the jurisdiction of County. The beach areas at which County shall furnish and provide such services are legally described in Attachment A, attached hereto and incorporated herein by this reference as though fully set forth. The purpose hereof is not to sell, lease, hypothecate or otherwise to dispose of any interest which City may have in any beach area, unless specifically provided for herein below, but only to provide for County's performance of lifeguard, beach maintenance, parking and concession services.

II. A. City hereby assigns to County and County accepts, subject to all applicable lease terms and conditions, City's right to provide lifeguard and maintenance services, to administer and award concessions, and to operate parking facilities on those beach areas

D. ~~Subject to the written approval of the~~
California Department of Fish and Game, City hereby assigns
to County the Cooperative Agreements between City and the
Department of Fish and Game for the operation and
maintenance of Cabrillo Beach fishing pier, entered into
July 25, 1968, and terminating July 24, 1993, and Venice
Beach fishing pier, entered into on June 1, 1963 and
terminating May 31, 1983.

E. City shall apply to the appropriate govern-
mental agencies and use its best efforts to effect a
renewal, extension or renegotiation of each lease and
revokable permit hereby assigned to County prior to the
expiration date of each.

III. County shall employ all City employees
presently engaged as beach lifeguards and also those beach
maintenance, parking and clerical personnel who have elected
to transfer to County subject to the conditions set forth
herein, and who are listed in Attachment B, attached to this
Agreement and incorporated herein as though set forth in
full, in the County classification and at the starting
salary, which is designated for each person in said
Attachment B, provided that each such person complies with
all of the following conditions for such employment.

A. At the time each person becomes a County
employee, such person shall have been a City employee for at
least six months.

B. Each person shall undergo and pass a medical
examination given by or under the direction of County, from
which it shall be determined that such person is medically
fit to perform the duties of County position for which such
person is designated in Attachment B. County shall notify

for any unused vacation which the employee elects to transfer and which was (1) earned in the prior vacation anniversary year and would normally be taken in the current vacation anniversary year plus (2) that vacation earned in the current vacation anniversary year which would not be taken until the succeeding anniversary year.

B. City shall pay to County within 90 days of the effective date of this Agreement the dollar equivalent of all employee vacation rights assumed by County hereunder. The dollar equivalent of transferred employees' vacation rights assumed by County hereunder shall be computed upon the basis of each employee's salary in effect on the date immediately prior to the effective date of this Agreement.

C. Each transferred permanent employee shall be credited by County with any unused accumulated and current full-pay sick leave which such person was credited by City on the date prior to the effective date of this Agreement.

D. City shall pay to County the dollar equivalent of the full-pay sick leave assumed by County for all transferred employees computed in accordance with the following provisions: each employee's accumulated sick leave as of December 31, 1974, if any, which is unused on the date prior to the effective date of this Agreement; plus eight hours of current unused sick leave credited to each employee per calendar month from January, 1975, through the date prior to the effective date of this Agreement; provided, however, that any sick time used in 1975 will be subtracted from that eight hours per calendar month from January, 1975.

E. The dollar equivalent payable by City to County shall be computed with respect to each transferred employee, where applicable, upon the basis of each

that County step rate which is next above the actual salary received by the employee on the date prior to the effective date of this Agreement.

3. If the employee's salary step rate with City is a salary which is lower than the salary for the first step rate of the County range, such employee's salary shall be increased so as to be placed on the County's first step rate.

B. If the salary range of the position held by an employee with City is the same as the salary range of the County position to which such employee will be appointed, such employee shall be placed at the same salary in the County salary range as that held with City.

C. If the salary range of the position held by an employee with City is higher than the salary range for the County position to which such employee is transferring, such employee's salary shall be established by County at whichever of the following salary step rates is applicable.

1. If an employee's salary step rate with City is the same as one of the step rates within the County range, such employee shall be placed at that County step rate.

2. If an employee's salary step rate with City is a salary which is between two salary step rates within the County's salary range, such employee shall be placed at that County step rate which is next above the salary received by such employee on the effective date of this Agreement.

3. If an employee's salary with City is above the fifth step rate of the County range, such employee's salary shall be decreased to equal the County's fifth step rate.

VI. The following provisions shall be observed by County in transferring Los Angeles City Seasonal Beach Lifeguards, seasonal Park Services Attendants and seasonal Assistant Park Services Attendants to County.

A. City seasonal employees with 1,000 or more hours of City service on the date of transfer shall be employed by County. Should any City seasonal employee with less than 1,000 hours of City employment subsequently be employed by County, such time worked in the City service shall not be used for any benefit(s).

B. Commencing on the date of transfer, County shall assume the obligation for sick time and vacation time earned by those transferring City seasonal employees who qualify in accordance with the provisions of the Salary Ordinance of the County of Los Angeles relating to recurrent employees.

C. County shall not assume any benefit or City obligation to transferring City seasonal employees accrued by these employees prior to the date of transfer.

D. The following provisions shall be observed by County in establishing salary step rates of City seasonal employees transferring to County.

1. Those City Seasonal Beach Lifeguards shall be placed on the lowest step of the salary range for County Beach Lifeguard I, Recurrent, Salary Schedule 28B, which does not result in a decrease in salary.

2. Those City seasonal Park Services Attendants transferring to County shall be placed on the top step of the salary range for County Parking Lot Attendant, Recurrent, Salary Schedule 12F NBB.

~~Retirement Association by the City Employees' Retirement~~
System in order to give credit to the employees transferred from City for such length of City service to which said employees may be entitled.

C. There shall be no released liability payable to County for any transferring employee who elects to be refunded the full amount of his employee contributions to the City Employees' Retirement System and to receive no retirement credit by County for any part of his City service.

D. Pursuant to the provisions of Government Code Section 31641.6, City, within 90 days of the effective date of this Agreement, shall pay to the County Employees' Retirement Association an amount of money equal to the amount that County would have been required to deposit with the County Employees' Retirement Association based upon the City salary paid to such transferring employees had such persons been County employees for the same length of time for which retirement credit is given by County, less the amount of released liability payable to the County Employees' Retirement Association by the City Employees' Retirement System. In the event that an excess payment is made on account of the transferred employees, such excess payment shall be refunded by the County Employees' Retirement Association to City, within 120 days of the date of transfer.

VIII. City hereby transfers to County all of its right, title and interest in the following personal property which is presently used exclusively for servicing those beaches located within the limits of the City of Los Angeles:

beach parking services only. As conditions of such use,

County shall abide by City's established radio operating procedures as applicable to all users of City frequencies, and County shall not add any additional transmitting units to such frequency without the prior written approval of City. On or before December 1, 1975, County shall convert all radio transmitters transferred hereunder which are presently set to broadcast on 153.80 MHz to other frequencies and no further use shall be made by County of the said City frequency.

XII. County shall acquire, maintain, repair, replace, install and construct, as necessary, all lifeguard and beach maintenance equipment, headquarters buildings and all facilities used by County to provide efficient lifeguard, maintenance and public services equivalent to those furnished at other beaches under the jurisdiction of County. County shall pay for all utility services provided at all beach areas described in Section I hereinabove.

XIII. The City hereby assigns to County all concession service contracts in which the concession operation is located within that area described in Section I hereinabove. Said concession contracts are identified in Attachment D, attached hereto and made part of this Agreement as though fully set forth. County shall abide by and adhere to all the terms and conditions of said concession service contracts and, at the expiration of each contract term, County may award new concession service contracts upon terms and conditions suitable to County. County shall operate and maintain all parking facilities located within beach areas described in Section I hereinabove, and may retain the proceeds from such parking operations. All revenue derived from concessions and parking facilities shall be used by County for beach

incorporated herein by this reference. ~~One reproducible set~~ of plans and specifications will be submitted to the County Chief Administrative Office at the program, preliminary and final drawing stages for approval by the County Board of Supervisors.

C. City may make capital improvements and developments on any beach located within the limits of the City, which improvement or development will be maintained by City. County shall be informed in advance of any such capital improvement or development, but County approval thereof shall not be required.

XVI. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an Agreement as defined in Section 895 of said code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.2 and 895.6 of said code, will each assume the full liability imposed upon it, or any of its officers, agents, or employees, by law for injury caused by a negligent or wrongful act or omission occurring in the performance of this Agreement. To achieve the above stated purpose, each party indemnifies and holds harmless the other party for any loss, cost or expense arising out of its own acts or omissions.

XVII. Either party hereto may terminate this Agreement by giving written notice to the other party 365 days prior to the effective date of such termination, provided any such notice of termination shall not be given to the other party until one year from the effective date of this Agreement.

City Council

City of Los Angeles

200 N. Spring Street

Los Angeles, California 90012

City Administrative Officer

City of Los Angeles

200 N. Main Street

Los Angeles, California 90012

Department of Recreation and Parks

City of Los Angeles

City Hall East

Los Angeles, California 90012

XX. Notwithstanding any provisions of this Agreement to the contrary, City shall, for a period not to exceed 45 days from the effective date of this Agreement, continue to pick up trash from those 115 trash bins which are to be transferred to County under this Agreement, and are included in Attachment C, Schedule 2. It is understood that these services will be performed by City employees other than those who transfer to County under the provisions of this Agreement.

Said Agreement is No. 447971
of Contracts:



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

9

MAY 20 1975

James S. Nize

JAMES S. NIZE
EXECUTIVE OFFICER

The above instrument approved by
the Council of the City of Los
Angeles at its meeting of

MAY 12 1975

E. Layton, City Clerk

By.....

[Signature]

VENICE BEACH

State Owned Property Leased by the City of Los Angeles

These portions of public beach and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northeasterly by the southwesterly line of Ocean Front Walk, as presently established, northwesterly by the southwesterly prolongation of the center line of Barnard Way, 52 feet wide and southeasterly by the southwesterly prolongation of the northwesterly line of Navy Street, 40 feet wide.

ALSO, those portions of public beach and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northeasterly by said southwesterly line of Ocean Front Walk, northwesterly by the southwesterly prolongation of the southeasterly line of Topkill Street, 40 feet wide and southeasterly by the southwesterly prolongation of the southeasterly line of Via Marina, 40 feet wide.

Attachment 4

WILL ROGERS STATE BEACH
STATE OWNED LAND LEASED BY THE CITY

Those portions of public beach within the City of Los Angeles, County of Los Angeles and adjacent off-shore waters bounded northerly by the southerly line of Pacific Coast Highway as presently established, formerly Malibu Road, westerly by the westerly boundary of the City of Los Angeles as said boundary is shown on the map of Tract No. 28067, recorded in Book 720, pages 37 and 38 of Maps, in the office of the County Recorder of Los Angeles County, and southeasterly by that certain boundary of the City of Los Angeles established by Ordinance No. 51,367, New Series of the City of Los Angeles approved April 28, 1925 shown as southeasterly Boundary Santa Monica Canyon Annex to City of Los Angeles on the map of Tract No. 11043, recorded in Book 119, pages 39 and 40 of Maps, in the office of said County Recorder.

Attachment A

VENICE BEACH

City Owned Property lying southwesterly of Ocean Front Walk

These portions of public beach and adjacent offshore waters in the City of Los Angeles, County of Los Angeles bounded northeasterly by the southwesterly line of Ocean Front Walk, as presently established, northwesterly by the southwesterly prolongation of the northwesterly line of Navy Street, 40 feet wide and southeasterly by the southwesterly prolongation of the southeasterly line of Topsail Avenue, 40 feet wide.

EXCEPTING therefrom that portion included within a parcel of land known as Venice Pavillion, in the City of Los Angeles, County of Los Angeles, being a part of lot NW, Venice of America, as per map recorded in Book 6, pages 126 and 127 of Maps, in the office of the County Recorder of Los Angeles County, also being a part of Lots A, B and C, Tract No. 898, as per map recorded in Book 16, page 128 of Maps, in the office of said County Recorder, also being a part of the Strand, Short Line beach Subdivision No. 1, as per map recorded in Book 2, page 58 of Maps, in the office of said County Recorder, bounded and described as follows:

Beginning at the intersection of the northwesterly line of Horizon Avenue, 40 feet wide, as shown on the map of the Country Club Tract, as per map recorded in Book 3, page 76 of Maps, in the office of said County Recorder, with the northwesterly prolongation of the southwesterly line of said Ocean Front Walk as shown on the map of said Tract No. 298; thence southwesterly along the southwesterly prolongation of said northwesterly line 9 feet; thence westerly in a direct line to the intersection of a line parallel with and distant 50 feet southwesterly measured at right angle from said southwesterly line with the southeasterly line of an existing asphalt walk located approximately along a line parallel with and distant 55 feet northwesterly measured at right angles from said northwesterly line of Horizon Avenue; thence southwesterly along said southeasterly line 170 feet; thence southeasterly at right angles from the southwesterly prolongation of said southeasterly line 110 feet to the northwesterly wall of the existing oil well enclosure; thence southwesterly along said wall 293 feet to its southwesterly terminus; thence southeasterly along the southwesterly wall of said enclosure 140 feet to its southerly

VENICE BEACH (cont.)

City Owned Property lying southwesterly of Ocean Front Walk

terminus; thence northeasterly along the southeasterly wall of said enclosure 75 feet; thence southeasterly at right angles from said last-mentioned wall 30 feet; thence northeasterly at right angles from said last-mentioned course 90 feet; said last-mentioned course is to have a bearing of North 53°11' East for purposes of this description; thence South 5°30' East, 100 feet; thence North 84°30' East 198 feet; thence South 36°49' East a distance of 109 feet along a line parallel with said southwesterly line of Ocean Front Walk; thence North 53°11' East at right angles from said last-mentioned course 25 feet to the southwesterly wall surrounding the Shuffleboard Court; thence South 36°49' East along said last-mentioned wall 115 feet; thence South 5°30' West 47 feet along the wall enclosing the Horseshoe Courts to the most westerly corner of said last-mentioned wall; thence South 81°30' East along said last-mentioned wall a distance of 47 feet to the southwesterly line of the existing walkway; thence southeasterly along said last-mentioned southwesterly line 415 feet; thence northeasterly at right angles from said last-mentioned southwesterly line 12 feet; thence southeasterly along a line parallel with the southwesterly line of said Ocean Front Walk, a distance of 206 feet; thence northeasterly at right angles from said last-mentioned course to said southwesterly line of Ocean Front Walk; thence northwesterly along the various courses in said last-mentioned southwesterly line to the point of beginning.

Attachment A

OCEAN FRONT WALK

That portion of Ocean Front Walk, as it presently exists, in the City of Los Angeles, County of Los Angeles bounded northwesterly by the southwesterly prolongation of the center line of Barnard Way, 52 feet wide, said center line being the Los Angeles City-Santa Monica City boundary line and bounded southeasterly by the southeasterly line of Via Marina, 40 feet wide.

ALSO, that portion of said Ocean Front Walk bounded northwesterly by the northwesterly line of 62nd Avenue, 40 feet wide and southeasterly by the northwesterly line of Culver Boulevard, 40 feet wide.

Attachment A

DOCKWEILLER BEACH

City Owned Property

Those portions of public beach and the adjacent off-shore waters in the City of Los Angeles, County of Los Angeles, bounded northeasterly by the southwesterly line of Vista Del Mar, as presently established, northwesterly by the southwesterly prolongation of the northwesterly line of Sandpiper Avenue, 60 feet wide, and southeasterly by the southwesterly prolongation of a line parallel with and distant 20 feet northwesterly measured at right angles from the southeasterly line of Ocean Vista Street, 50 feet wide.

ALSO, that portion of said public beach lying southwesterly of a line described as follows:

Beginning at the intersection of the southeasterly line of Lot A, Tract No. 9368, as per map recorded in Book 130, page 73 of Maps, in the office of the County Recorder of Los Angeles County with a line parallel with and distant 12 feet southwesterly measured at right angles from the southwesterly line of Lot A, Block 56, Playa Del Rey Townsite, as per map recorded in Book 2, pages 63 and 64 of Maps, in the office of said County Recorder, said southwesterly line being the northeasterly line of Marine Avenue, 50 feet wide; thence northwesterly at right angles from said southeasterly line 50 feet.

Attachment A

DOCKWEILLER BEACH,

State Owned Property leased by the City:

Those portions of public beach and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles, bounded southeasterly by the City of Los Angeles, City of El Segundo boundary line, northeasterly by the southwesterly line of Vista Del Mar, as presently established and northwesterly by the southwesterly prolongation of a line parallel with and distant 20 feet northwesterly measured at right angles from the southeasterly line of Ocean Vista Street, 50 feet wide.

ALSO, those portions of said public beach and adjacent off-shore waters bounded southeasterly by the northwesterly line of Sandpiper Avenue, 60 feet wide, northeasterly by the southwesterly line of said Vista Del Mar and northwesterly by the southeasterly line of the Westport Beach Club, said last-mentioned southeasterly line being the southeasterly line of Lot A, Tract No. 9368, as per map recorded in Book 138, page 73 of Maps, in the office of the County Recorder of Los Angeles County.

ALSO, those portions of said public beach and the adjacent off-shore waters bounded southeasterly by a line parallel with and distant 30 feet northwesterly measured at right angles from said southeasterly line of said Lot A, northeasterly by the southwesterly line of said Lot A and northwesterly by the southwesterly prolongation of the northwesterly line of said Lot A.

Attachment A

ALSO, those portions of said public beach and adjacent off-shore waters bounded southeasterly by the northwesterly line of the Westport Beach Club, being the northwesterly line of said Lot A, northeasterly by the southwesterly line of Park Lot A, Tract No. 8573, as per map recorded in Book 103, pages 19 and 20 of Maps, in the office of said County Recorder and northwesterly by the southwesterly prolongation of the northwesterly line of Culver Boulevard, 40 feet wide.

ALSO, those portions of public beach and adjacent off-shore waters bounded southeasterly by the southwesterly prolongation of said northwesterly line of Culver Boulevard, northeasterly by the southwesterly line of Ocean Front Walk as presently established, and northwesterly by a line parallel with and distant 20.27 feet northwesterly measured at right angles from the northwesterly line of 62nd Avenue, 40 feet wide.

EXCEPTING therefrom, that portion of said public beach included within Lot A, Block 56, Playa Del Rey Townsite, as per map recorded in Book 2, pages 63 and 64 of Maps, in the office of said County Recorder, the southwesterly line of said Lot A being the northeasterly line of Marine Avenue, 50 feet wide.

ROYAL PALMS STATE PARK

State Owned Property Leased by the City of Los Angeles

That portion of public beach, bluff area and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northwesterly by the City Boundary Line established by Ordinance No. 105,961 of the City of Los Angeles approved September 21, 1955, bounded southeasterly by the southwesterly prolongation of the southeasterly line of Lot 190, Tract No. 19457, as per map recorded in Book 564, pages 1 to 8 inclusive of Maps, in the office of the County Recorder of Los Angeles County, said southwesterly prolongation being the southwesterly prolongation of the center line of Western Avenue, 20 feet wide, as shown on the map of said tract, and bounded northerly by the southerly line of said tract and by the southerly line of Tract No. 22374, as per map recorded in Book 606, pages 1 to 7 inclusive, of Maps, in the office of said County Recorder.

EXCEPTING therefrom those parcels of land described in deeds to the Los Angeles County Sanitation District No. 2, recorded in Book 42468, page 135 and recorded in Book 50410, page 182, both of Official Records, and recorded in Book 4566, page 75 of Deeds, all in the office of said County Recorder.

Attachment A

SMITHS POINT

U.S. Government Property Leased by the City

Those portions of public beach bluff area and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northeasterly by the southwesterly line of Paseo Del Mar, 80 feet and 100 feet wide and northerly by the southerly line of Paseo Del Mar, 70 feet wide, bounded northwesterly by the southwesterly line and its southwesterly prolongation of Lot 190, Tract No. 19457, as per map recorded in Book 504, pages 1 to 3 inclusive of Maps, in the office of the County Recorder of Los Angeles County, said southwesterly prolongation being the southwesterly prolongation of the center line of Western Avenue, 40 feet wide, as shown on said map and bounded southeasterly by the southwesterly prolongation of the northwesterly line of Weymouth Avenue, 30 feet wide.

END OF WHAT A

CABRILLO BEACH

Land owned Property Under the Jurisdiction of the Harbor
Department Used by Recreation and Fish Department by Reversible
Buoys which Includes the Small Craft Launching Facility and
the Fishing Pier

These portions of public beach and adjacent off-
shore waters in the City of Los Angeles, County of Los Angeles,
bounded northerly by a line parallel with and distant 50 feet
northerly measured at right angles from the northerly line of Beach
Street, westerly by the westerly line of the Cabrillo Beach
parking lot and its northerly prolongation, southeasterly by the
southeasterly line of Parcel 50 as described in deed recorded in
Book 11088, page 263 of Official Records, in the office of the
County Recorder of Los Angeles County and southerly by the
center line of the San Pedro Breakwater and its westerly prolonga-
tion.

POINT FERMIN BEACH

City Owned Property

Those portions of public beach, bluff area and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles, bounded northerly by the southerly line of Tract No. 7117, as per map recorded in Book 78, page 98 of Maps, in the office of the County Recorder of Los Angeles County, northwesterly by the southwesterly prolongation of the northwesterly line of Weymouth Avenue, 30 feet wide and southeasterly by the southwesterly prolongation of the southeasterly line of Barbara Street, 25 feet wide.

ALSO, those portions of said public beach, bluff area and adjacent off-shore waters bounded northwesterly by said southwesterly prolongation of the southeasterly line of Barbara Street, southeasterly by the westerly prolongation of the southerly line of Shepard Street, 65 feet wide and lying generally below an elevation of 125 feet based on U.S.C.G.S. datum effective July 1, 1975 by Ordinance No. 52,222 of the City of Los Angeles.

ALSO, those portions of said public beach, bluff area and adjacent off-shore waters bounded northwesterly by said westerly prolongation of the southerly line of Shepard Street, easterly by the southerly prolongation of the westerly line of Pacific Avenue, 100 feet wide and lying generally below an elevation of 100 feet based on said U.S.C.G.S. datum.

Attachment 1

GABRILLO BEACH

City Owned Property Under the Jurisdiction of the Harbor
Department Used by Recreation and Parks Department by Revocable
Permit which includes the Small Craft Launching Facility and
the Fishing Pier.

These portions of public beach and adjacent off-
shore waters in the City of Los Angeles, County of Los Angeles,
bounded northerly by a line parallel with and distant 50 feet
northerly measured at right angles from the northerly line of 34th
Street, westerly by the westerly line of the Gabrillo Beach
parking lot and its northerly prolongation, southwesterly by the
northwesterly line of Parcel 56 as described in deed recorded in
Book 31852, page 265 of Official Records, in the office of the
County Recorder of Los Angeles County and southerly by the
center line of the San Pedro Breakwater and its westerly prolonga-
tion.

Continued

CABRILLO BEACH

City Owned Property Under Jurisdiction of the Department of
Recreation and Parks

These portions of public beach, bluff area and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles, bounded northerly by the northerly lines of Parcel 56 as described in deed recorded in Book 31089, Page 263 of Official Records, in the office of the County Recorder of Los Angeles County and the center line of the San Pedro Breakwater, and lying generally below and elevation of 100 feet based on U.S.C.G.S. datum effective July 1, 1925 by Ordinance No. 53,272 of the City of Los Angeles and bounded westerly by the southerly prolongation of the westerly line of Pacific Avenue 150 feet wide.

EXCEPTING therefrom the Cabrillo Beach Marine Museum as shown on Map AL-1516 on file in the office of the City Engineer of the City of Los Angeles.

Approved: _____