

JOINT POWERS AGREEMENT WITH COUNTY

Agreement: 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

Summary: The City of Los Angeles shall transfer all lifeguard and maintenance services responsibilities to the County of Los Angeles at the following beaches within the City limits: Cabrillo Beach, Will Rogers State Beach, portions of Venice Beach, Dockweiler State Beach, and Royal Palms State Beach. The City shall also transfer all personnel and other assets (equipment, etc.) associated to the services being transferred to the County. County, in turn, shall accept all personnel and assets transferred and provide the lifeguard and maintenance services to the aforementioned beaches. County shall also begin operating and be receiving all revenue from existing and future concessions and parking facilities.

Term: Indefinite. Some areas tied to leases with the State of California. Will Rogers State Beach terminating on January 31, 1999. Portions of Venice Beach terminating on November 9, 1998. Dockweiler State Beach terminating on November 9, 1986. Royal Palms State Beach terminating on December 31, 1986. It should be noted that Royal Palms was returned to State control. Further, there is a provision that stipulates that either party may terminate this agreement by giving a one (1) year notice.

Status: Currently in force.

Section by Section Summary:

1. County shall furnish and provide all necessary lifeguard and beach maintenance services in all beach areas bordering on the Pacific Ocean which are owned or leased by City within the City limits. Such services shall be equivalent to those furnished at other beaches under the jurisdiction of the County.
2. City assigns and County accepts all lease terms and conditions to provide lifeguard and maintenance services, administer and award concessions, and operate parking facilities at the following areas: Will Rogers State Beach, portions of Venice Beach, Dockweiler State Beach, Royal Palms State Beach, White's Point Sea Coast Battery, Cabrillo Beach, and Cabrillo Beach Fishing Pier.
3. County shall employ all City employees presently engaged as beach lifeguards and other maintenance, parking and clerical personnel who have elected to transfer to the County.
4. Concerns status of City employees transferring to County.
5. Concerns salary steps of City employees transferring to County.

6. Provisions to be observed by County in transferring LA City Seasonal Beach Lifeguards, seasonal Park Services Attendants and seasonal Assistant Parks Services Attendants.
7. Concerns the transfer of retirement funds of transferring employees from the City retirement system to the County system.
8. City shall transfer the following personal property to the County: lifeguard and beach maintenance vehicles and boats; lifeguard and beach maintenance, parking, recreational and concessions equipment; furniture and other furnishings; and communications equipment;
9. Upon termination of agreement all personal property transferred to County shall be returned to City.
10. County shall lease four Headquarters buildings from the City for \$1/year and agrees to indemnify and hold City harmless for any and all claims....
11. Concerns assignment of City assigned radio frequency.
12. County shall maintain all equipment and facilities operated to provide lifeguard, maintenance and public services. County shall pay all related utility services.
13. City assigns all concession service contracts within the subject beach areas and shall use all revenue for lifeguard, maintenance and administrative operations.
14. City retains the following rights, interests and responsibilities: Fire suppression; police protection and law enforcement; including animal regulation; enforcement of all City ordinances; and right to receive funds from Federal, State and other sources for the subject beach areas.
15. All capital development and improvements on the subject beach areas must be approved by both parties.
16. Each party indemnifies and holds harmless the other party for any loss, cost or expense arising out of its own acts or omissions.
17. Each party may terminate this agreement by giving 365 days prior notice.
18. The overall agreement shall not be affected by any determination on the validity or invalidity of any section or sub-section.
19. Notices.
20. City shall continue to pick-up trash for the first 45 days after agreement execution.

JOINT POWERS AGREEMENT WITH COUNTY (AMENDMENT #1)

Agreement: Amendment No. 1 to 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

Summary: Nine (9) specific changes to the original Joint Powers Agreement.

Term: Indefinite. The one (1) year notice provision for the termination of this agreement has been changed to six (6) months.

Status: Currently in force.

Section by Section Summary:

1. The release of the County from all obligations for Ocean Front Walk; County will continue to take and clean sand in the area on Ocean Front Walk between Washington Street and Topsail Street until it is paved.
2. The release of the County from all obligations for the Turf Area of Venice Beach.
3. County relinquishes all rights conferred to award new concession contracts on Ocean Front Walk and the Turf Area of Venice Beach.
4. County will now have a right to review and approve any amendments to the leases and permits for the City's use of the beaches assigned by City to County. New six (6) month termination notice provision.
5. The assignment from the County of the Venice Beach, Cabrillo Fishing Pier Contracts and the right to operate and retain the revenue from the parking lot at Cabrillo Beach to the City.
6. The release of the County from obligations for the transfer of non-owned parking and concession equipment, furniture and furnishings to the City upon termination of agreement.
7. The County shall have the sole right to manage any improvements constructed by City on the "beaches" intended to be managed for the production of income and receive the income from their operations.
8. Each parties' ultimate financial responsibility for third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches. County will be responsible for its negligence on Lifeguard, custodial maintenance, parking obligations, and dangerous conditions of an improved condition (????). City shall be responsible for its negligence from the conditions of the 11 piera, groins, portion of south Bay Bicycle Trail on Will Rogers State Beach, natural conditions or hybrid natural and artificial conditions of the Beaches, seepages to the Beaches, offshore waters and submerged land.

9. New mailing addresses. Notices.
10. The assignment by the County to the City of the State appropriation in the amount of \$334,000 for the renovation of the Turf Area of Venice Beach.

WILL ROGERS STATE BEACH

Agreement: Agreement between the State of California and the City of Los Angeles Covering the Administration and Control of the Will Rogers State Beach for the purposes of operation as a part of the State Park System.

Summary: The State of California has agreed to lease the beach area known as Will Rogers State Beach to the City for park playground and recreational purposes.

Term: 50 years. From February 1, 1949 to January 31, 1999.

Status: Month to month.

Section by Section Summary:

1. Describes the property being leased to City.
2. Defines the term of the lease agreement.
3. City shall pay for all costs for developing, improving, operating and controlling said property.
4. City shall have the right to manage, improve, develop, maintain, operate and operate said property. City shall make all decisions.
5. City shall have the right to grant concessions on the said property.
6. City shall have the right to charge/receive fees from concessions or other fees, etc.
7. Any improvements made by City on said property shall remain upon the termination of the agreement. State may, at its own option, reimburse the City for said improvements.
8. Mutual consent.

Following Amendments:

1. Dated 11/09/1951. Addition of "Lighthouse Cafe" to lease area.
2. Dated 08/10/1953. Addition of newly acquired property to lease area.
3. Dated 09/11/1958. Granting the State Department of Public Works an easement for the "extension" of a highway on portions of the lease area.
4. Dated 05/26/1965. Deletion of the Via De Las Olas side area from and the addition of some land to the lease area.

5. Dated 12/7/1981. Deletion of the parking lot adjacent to the "Seaside Shanty" restaurant to consolidate with the County lease of the restaurant. Erroneously designated as the sixth amendment. Previous amendment no. 5 was never executed (Board approved 04/03/1973).

DOCKWEILER STATE BEACH

Agreement: Agreement between the State of California and the City of Los Angeles Covering the Administration and Control of Dockweiler State Beach for the purposes of operation as a part of the State Park System.

Summary: In exchange for the City "conveying" certain City parcels to the State, the State would acquire other parcels in the Dockweiler State Beach area. As soon as the acquisitions are completed, the State would enter into a long-term lease with the City for the City to have jurisdiction over the Dockweiler State Beach area.

Term: 50 years, November 10, 1948 to November 9, 1998.

Status: Month to month.

Section by Section Summary:

1. City shall deliver to the State grant deeds to certain City parcels.
2. Upon receipt of grant deeds from City, State will proceed to acquire certain properties in the Dockweiler State Beach area through negotiations or condemnation.
3. Property values shall be determined by appraisals.
4. Should the value of the lands acquired by the State exceed in value those "conveyed" by the City, the City shall transfer additional beach property equal in value to the "excess".
5. Upon completion of vesting of title to the State, State and City shall enter into a 50-year lease agreement over the subject properties. City shall have the right to develop, improve, maintain, operate and control the subject properties for park playground and recreational purposes. City shall also have the right to grant concessions and charge and collect fees from such concessions and other sources to be used for park and recreation purposes.
6. Mutual consent.

JOINT POWERS AGREEMENT WITH COUNTY

Agreement: 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

Summary: The City of Los Angeles shall transfer all lifeguard and maintenance services responsibilities to the County of Los Angeles at the following beaches within the City limits: Cabrillo Beach, Will Rogers State Beach, portions of Venice Beach, Dockweiler State Beach, and Royal Palms State Beach. The City shall also transfer all personnel and other assets (equipment, etc.) associated to the services being transferred to the County. County, in turn, shall accept all personnel and assets transferred and provide the lifeguard and maintenance services to the aforementioned beaches. County shall also begin operating and be receiving all revenue from existing and future concessions and parking facilities.

Term: Indefinite. Some areas tied to leases with the State of California. Will Rogers State Beach terminating on January 31, 1999. Portions of Venice Beach terminating on November 9, 1998. Dockweiler State Beach terminating on November 9, 1998. Royal Palms State Beach terminating on December 31, 1986. It should be noted that Royal Palms was returned to State control. Further, there is a provision that stipulates that either party may terminate this agreement by giving a one (1) year notice.

Status: Currently in force.

Section by Section Summary:

1. 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 within the City limits. Such services shall be equivalent to those furnished at other beaches under the jurisdiction of the County.
2. City assigns and County accepts all lease terms and conditions to provide lifeguard and maintenance services, administer and award concessions, and operate parking facilities at the following areas: Will Rogers State Beach, portions of Venice Beach, Dockweiler State Beach, Royal Palms State Beach, White's Point Sea Coast Battery, Cabrillo Beach, and Cabrillo Beach Fishing Pier.
3. County shall employ all City employees presently engaged as beach lifeguards and other maintenance, parking and clerical personnel who have elected to transfer to the County.
4. Concerns status of City employees transferring to County.
5. Concerns salary steps of City employees transferring to County.

6. Provisions to be observed by County in transferring L/A City Seasonal Beach Lifeguards, seasonal Park Services Attendants and seasonal Assistant Parks Services Attendants.
7. Concerns the transfer of settlement funds of transferring employees from the City retirement system to the County system.
8. City shall transfer the following personal property to the County: lifeguard and beach maintenance vehicles and boats; lifeguard and beach maintenance, parking, recreational and concessions equipment; furniture and other furnishings; and communications equipment.
9. Upon termination of agreement all personal property transferred to County shall be returned to City.
10. County shall lease four headquarters buildings from the City for \$0/year and agrees to indemnify and hold City harmless for any and all claims.
11. Concerns assignment of City assigned radio frequency.
12. County shall maintain all equipment and facilities operated to provide lifeguard, maintenance and public services. County shall pay all related utility services.
13. City assigns all concession service contracts within the subject beach areas and shall use all revenue for lifeguard, maintenance and administrative operations.
14. City retains the following rights, interests and responsibilities: Fire suppression, police protection and law enforcement, including animal regulation; enforcement of all City ordinances; and right to receive funds from Federal, State and other sources for the subject beach areas.
15. All capital development and improvements on the subject beach areas must be approved by both parties.
16. Each party indemnifies and holds harmless the other party for any loss, cost or expense arising out of its own acts or omissions.
17. Each party may terminate this agreement by giving 365 days prior notice.
18. The overall agreement shall not be affected by any determination on the validity or invalidity of any section or sub-section.
19. Notices.
20. City shall continue to pick-up trash for the first 45 days after agreement execution.

JOINT POWERS AGREEMENT WITH COUNTY (AMENDMENT #1)

Agreement: Amendment No. 1 to 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

Summary: Nine (9) specific changes to the original Joint Powers Agreement.

Term: Indefinite. The one (1) year notice provision for the termination of this agreement has been changed to six (6) months.

Status: Currently in force.

Section by Section Summary:

1. The release of the County from all obligations for Ocean Front Walk. County will continue to rake and clean sand in the area on Ocean Front Walk between Washington Street and Topsail Street until it is paved.
2. The release of the County from all obligations for the Turf Area of Venice Beach.
3. County relinquishes all rights conferred to award new concession contracts on Ocean Front Walk and the Turf Area of Venice Beach.
4. County will now have a right to review and approve any amendments to the leases and permits for the City's use of the beaches assigned by City to County. New six (6) month termination notice provision.
5. The assignment from the County of the Venice Beach, Cabrillo Fishing Pier Contracts and the right to operate and retain the revenue from the parking lot at Cabrillo Beach to the City.
6. The release of the County from obligations for the transfer of non-paved parking and concession equipment, furniture and furnishings to the City upon termination of agreement.
7. The County shall have the sole right to manage any improvements constructed by City on the "beaches" intended to be managed for the production of income and receive the income from their operations.
8. Each parties' ultimate financial responsibility for third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches. County will be responsible for its negligence on lifeguard, custodial maintenance, parking obligations, and dangerous conditions of an improved condition (????). City shall be responsible for its negligence from the conditions of the lif piers, groins, portion of south Bay Bicycle Trail at Will Rogers State Beach, natural conditions or hybrid/natural and artificial conditions of the Beaches, accretions to the Beaches, offshore waters and submerged land.

9. New mailing addresses. Notices
10. The assignment by the County to the City of the State appropriation in the amount of \$534,000 for the renovation of the Turf Area of Venice Beach.

WILL ROGERS STATE BEACH

Agreement: Agreement between the State of California and the City of Los Angeles Covering the Administration and Control of the Will Rogers State Beach for the purposes of operation as a part of the State Park System.

Summary: The State of California has agreed to lease the beach area known as Will Rogers State Beach to the City for park, playground and recreational purposes.

Term: 50 years. From February 1, 1949 to January 31, 1999.

Status: Month to month.

Sections by Section Summary:

1. Describes the property being leased to City.
2. Defines the term of the lease agreement.
3. City shall pay for all costs for developing, improving, operating and controlling said property.
4. City shall have the right to manage, improve, develop, maintain, operate and operate said property. City shall make all decisions.
5. City shall have the right to grant concessions on the said property.
6. City shall have the right to charge/receive fees from concessions or other fees, etc.
7. Any improvements made by City on said property shall remain upon the termination of the agreement. State may, at its own option, reimburse the City for said improvements.
8. Mutual consent.

Following Amendments:

1. Dated 11/09/1951. Addition of "Lighthouse Café" to lease area.
2. Dated 08/10/1953. Addition of newly acquired property to lease area.
3. Dated 03/11/1958. Granting the State Department of Public Works an easement for the "extension" of a highway on portions of the lease area.
4. Dated 03/26/1965. Deletion of the Via De Las Olas side area from and the addition of same land to the lease area.

5. Dated 2/7/1987. Deletion of the parking lot adjacent to the "Seaside Shanty" restaurant to consolidate with the County lease of the restaurant. Erroneously designated as the sixth amendment. Previous amendment no. 5 was never executed (Board approved 04/03/1975).

DOCKWEILER STATE BEACH

Agreement: Agreement between the State of California and the City of Los Angeles covering the Administration and Control of Dockweiler State Beach for the purposes of operation as a part of the State Park System.

Summary: In exchange for the City "conveying" certain City parcels to the State, the State would acquire other parcels in the Dockweiler State Beach area. As soon as the acquisitions are completed, the State would enter into a long-term lease with the City for the City to have jurisdiction over the Dockweiler State Beach area.

Terms: 50 years. November 10, 1948 to November 9, 1998.

Status: Month to month.

Section by Section Summary:

1. City shall deliver to the State grant deeds to certain City parcels.
2. Upon receipt of grant deeds from City, State will proceed to acquire certain properties in the Dockweiler State Beach area through negotiations or condemnation.
3. Property values shall be determined by appraisals.
4. Should the value of the lands acquired by the State exceed in value those "conveyed" by the City, the City shall transfer additional beach property equal in value to the "excess".
5. Upon completion of vesting of title to the State, State and City shall enter into a 50-year lease agreement over the subject properties. City shall have the right to develop, improve, maintain, operate and control the subject properties for park, playground and recreational purposes. City shall also have the right to grant concessions and charge and collect fees from such concessions and other sources to be used for park and recreation purposes.
6. Mutual consent.

SEARCHED
INDEXED
SERIALIZED
FILED
MAY 16 44797
1978

CH 11-1621
C-44797
25273

54643

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

This Agreement made this 20th day of May 1978, by and
between the City of Los Angeles, a municipal corporation,
hereinafter referred to as "City", and the County of Los
Angeles, a body corporate and politic and a political
subdivision of the State of California, hereinafter referred
to as "County".

WITNESSETH

WHEREAS, City is the owner and lessee of certain
beach properties along the Pacific Ocean located within the
limits of said City; and

WHEREAS, City has been providing all necessary
lifeguard and maintenance services to such beach properties
although substantial recreational use of said beaches and
related facilities has been made by non-City residents of
the County of Los Angeles; and

WHEREAS, County has been providing lifeguard and
maintenance services to beaches within its jurisdiction and
is under contract with certain cities to provide similar
services; and

WHEREAS, Article I of Chapter 5 of Division 7 of
Title 1 of the California Government Code (commencing with
Section 6500) authorizes public agencies to contract with
each other to jointly exercise a power common to said
contracting parties; and

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

leased to City by the State of California in the following leases, as amended from time to time:

1. Will Rogers State Beach, entered into December 30, 1948, and terminating on January 31, 1999.

2. A portion of Venice Beach, entered into August 3, 1949, and terminating November 9, 1999.

3. Dockweiler State Beach, entered into November 10, 1948, and terminating November 9, 1998.

4. Royal Palms State Beach, entered into February 21, 1963, and terminating December 31, 1986.

B. City hereby assigns to County, and County accepts subject to all applicable lease terms and conditions thereof, City's right to provide lifeguard and beach maintenance service, to administer and award concessions, and to operate any parking facilities on the beach areas leased to City by the U. S. Department of the Army in the area generally known as White's Point Sea Coast Battery located within the City of Los Angeles. Said lease beginning January 1, 1970 and terminating as extended December 31, 1975. Said assignment is subject to the written permission of the District Engineer of the U. S. Army Corps of Engineers of the Los Angeles District.

C. City hereby assigns to County, and County accepts subject to all applicable terms and conditions thereof the thirty-day revokable permit issued by the Harbor Department of the City of Los Angeles for that area known as Cabrillo Beach, it being understood that said assignment is subject to the written approval of the Board of Commissioners of the Harbor Department.

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, 1993.

E. City shall apply to the appropriate governmental 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

City if any person fails the medical examination and shall state the reason or reasons for such failure.

C. Each person shall agree that, upon becoming a County employee, such person shall consent to any reduction in pay or classification, or both, which such transfer may entail.

D. County shall designate, with respect to each transferring City employee, a date, time and place for commencement of County employment. Any employee who is unable to report for duty in County service at the designated time and place by reason of being absent on leave without pay, which leave would have been granted by County had such person been a County employee at the time, shall be brought into County service upon termination of such leave. City shall, on or before the effective date of this Agreement, inform County of all persons on such leaves of absence from City employment and the nature and extent of each.

IV. On the day each permanent City employee commences employment with County, such transferred employee will be credited by County with all continuous employment such person has had with City. Such employment with City shall be treated for the purposes of computing and evaluating all employee benefits and rights, including seniority rights and advancement opportunities, as though such person had been employed with County, unless otherwise specified in this Agreement.

A. County shall be obligated for all vacation time earned by each transferred employee beginning on the date each becomes a County employee and for which each person is eligible based upon their vacation anniversary date. County shall give credit to each transferred employee

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

employee's salary rate with City on the date prior to the effective date of this Agreement.

F. Upon transfer, the employee is eligible for the County's part-pay sick leave based on his continuous service with City. No part-pay sick leave accumulated before the employee's date of transfer from City shall be transferred to County.

G. If any transferred employee, having five or more years of combined employment with City and County should terminate his employment with County for any reason, such person will be paid upon termination for any unused accrued full-pay sick leave to the extent provided by the Salary Ordinance of the County of Los Angeles in effect at the time of such termination.

V. The following provisions shall be used by County in establishing the salary step rates of all permanent City employees transferring to County employment hereunder:

A. If the salary range of the position held by an employee with City is lower than the salary range for the County position to which such employee is transferring, the employee shall be placed by County at whichever of the following salary step rates is applicable:

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

2. If the employee's salary step rate with City is a salary which is between two salary step rates within the County salary range, such employee shall be placed on

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.

D. In applying the foregoing provisions for establishing the salary rate for City personnel, only the rate established by City for the City position held by each employee shall be considered in establishing step placement in the County position to which each employee shall be appointed. No other remuneration or bonus any employee may have received for professional or academic achievement, special assignments, shift differential, hazardous or obnoxious duty, longevity, overtime, or any other reason shall be considered in determining step placement in the County position to which any employee shall be appointed.

E. If the salary for the position held by the employee with City is a flat rate, and if the County position to which he is appointed has a salary range, his step rate shall be determined by the appropriate application of paragraphs A or C above, except that wherever in said paragraphs the term "City salary range" is used, such term shall be replaced by "flat rate".

F. For the purpose of the County step rate advances, employees to whom paragraphs A1, B and C1 above are applicable will retain in County employment the same anniversary date for purposes of step advancement which they had at City except that it will be adjusted to conform to County anniversary dates in accordance with Section 75 of the Salary Ordinance of the County of Los Angeles. An employee to whom paragraphs A2 and C2 are applicable will assume in County employment the date of transfer as his new anniversary date for purposes of step advancements. If the anniversary date of an employee coincides with the date of transfer, he will be advanced to the next higher salary step within the County range on that date and retain such anniversary date for future step advancement.

: 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 20B, 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.

3. Those City seasonal Assistant Park Services Attendants transferring to County shall be placed on the lowest step of the salary range for County Parking Lot Attendant, Recurrent, Salary Schedule 12P NDR, which does not result in a decrease in salary.

E. Upon the date of transfer those transferring City seasonal employees will earn step advances in accordance with Section 83 of the Salary Ordinance of the County of Los Angeles. For purposes of determining future step advances, such employees shall not receive credit for hours worked prior to the date of transfer.

F. Those City seasonal employees transferring to County shall be entitled to credit hours worked in City service toward future recurrent rehire lists as if such service had been in the service of County.

G. Hours worked as City seasonal employees shall not be used for any purpose except as specified in Section VI.

VII. A. The City Employees' Retirement System of the City of Los Angeles shall, pursuant to the provisions of Section 504.1 of the City Charter, which section is incorporated herein by this reference, pay to the Los Angeles County Employees' Retirement Association an amount of money which represents the City Employees' Retirement System's released liability, actuarially determined to constitute the present value of benefits earned by all persons transferring to employment with County, calculated to the date of such transfer.

B. The amount of released liability to be transferred to County shall not exceed the amount which will be required to be contributed to the County Employees'

Retirement Association by the City Employees' Retirement System in order to give credit to the employee transferred from City for such length of City service to which said employee 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 31661.6, 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 rights, title and interest in the following personal property which is presently used exclusively for servicing three beaches located within the limits of the City of Los Angeles:

A. Lifeguard and beach maintenance vehicles and boats as identified in Attachment C, Schedule 1, which Attachment is incorporated herein by this reference.

B. Lifeguard and beach maintenance, parking, recreational and concessions equipment, furniture and furnishings and identified in Attachment C, Schedule 2.

C. Communications equipment as identified in Attachment C, Schedule 3.

IX. Upon termination of this Agreement, County shall transfer all right, title and interest to City in all of the following personal property which, at the time of termination or notice of termination, whichever first occurs, is being used predominantly to service those beaches located within the limits of City:

A. Lifeguard and beach maintenance vehicles and boats.

B. Lifeguard and beach maintenance, parking, recreational and concession equipment, furniture and furnishings.

C. Communications equipment.

X. County hereby leases the four headquarters buildings from City for \$1.00 per year. County agrees to indemnify and hold City harmless for any and all claims, liabilities, or damages that arise out of use by County pursuant to said lease.

XI. County shall be permitted the nonexclusive use of City's assigned radio frequency of 153.80 MHz until December 1, 1975, as may be necessary, for lifeguard and

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

lifeguard, maintenance and administrative operations exclusively.

XIV. City shall have and hereby retains unto itself the following rights, interests and responsibilities in those beach areas described in Section I hereinabove:

A. Fire suppression, police protection and law enforcement, including animal regulation services.

B. Enforcement of all City ordinances adopted heretofore or hereafter which are applicable to beaches located within the limits of the City of Los Angeles; and

C. The right to receive all funds from existing and future Federal and State legislation relating to mineral and hydrocarbon deposits, whether located above or below mean high tide line, of all beaches located within the limits of the City of Los Angeles which, but for this Agreement, would have been received by City.

XV. A. All capital development and improvements to be undertaken on beaches within the City by County shall first be approved by the Los Angeles City Board of Recreation and Park Commissioners. One reproducible set of plans and specifications will be submitted to the General Manager, City Department of Recreation and Parks at the program, preliminary and final drawing stages for presentation to the City Board of Recreation and Park Commissioners.

B. All capital development and improvements to be undertaken by City and to be maintained by County shall first be approved by the Los Angeles County Board of Supervisors except those projects which the City may undertake specified in Attachment E, which Attachment is

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

X

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.

XVIII. If any section, subsection, sentence, clause or phrase of this Agreement, or the application thereof to either party or any other person or circumstances is for any reason held invalid by a court of competent jurisdiction, it shall be deemed severable and the remainder of the Agreement or the application of such provision to the other party, or to any other person or circumstance shall not be affected thereby.

XIX. Any notice, demand or request required or authorized by this Agreement to be given or made to or upon any of the parties to this Agreement shall be deemed properly given or made if delivered, by registered mail postage prepaid, to each of the following:

County:

Board of Supervisors
500 West Temple Street
Los Angeles, California 90012

Chief Administrative Officer
County of Los Angeles
500 West Temple Street
Los Angeles, California 90012

Department of Beaches
County of Los Angeles
2600 Strand
Manhattan Beach, California 90266

City:

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

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.

IN WITNESS WHEREOF, the City Council of the City of Los Angeles has approved this Agreement by resolution and authorized the Mayor of said City to execute and the City Clerk to attest this Agreement; the Board of Supervisors of County as the governing body of County by resolution duly adopted, have caused this Agreement to be executed by its Chairman and attested by its Executive Officer-Clerk on the date first hereinabove written.

CITY OF LOS ANGELES

COUNTY OF LOS ANGELES

By Tom Bradley
Mayor

James A. Hayes
Chairman, Board of
Supervisors

I hereby attest that the
City of Los Angeles executed
the above Agreement on the
27 day of May
1975.

Rev E. Layton
City Clerk

By Darrell Jensen
Deputy

Approved as to form
and legality:
Burt Pines, City Attorney

By J. J.

I hereby attest that the
County of Los Angeles executed
the above Agreement on the
26 day of May
1975.

James S. Miza, Executive
Officer-Clerk of the
Board of
Supervisors

Ronald L. Schaefer
Deputy

Approved as to form:
John H. Larson, County Counsel

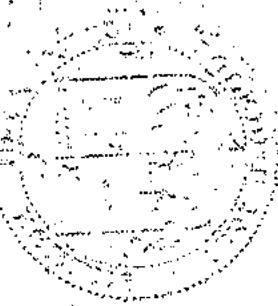
John H. Larson

This 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,
Dockweiler State Beach, which includes a portion of Venice
Beach, and Royal Palms State Beach.

Date:

John C. Parker
Director
California Department of Parks
and Recreation

*City Agreements is New Agreement
of Contract*



ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

F-9 MAY 20 1975

James S. Rive
JAMES S. RIVE
EXECUTIVE OFFICER

The _____ document approved by
the Council of the City of Los
Angeles in its meeting of

MAY 12 1975

John W. Voss

POINT PLEASANT BEACH
City-Owned Property

Those portions of public beach, bluff areas and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles, bounded northerly by the southerly line of Street No. 7117, as per map recorded in Book #8, page 38 of Maps, in the office of the County Recorder of Los Angeles County, northeasterly by the southwesterly prolongation of the northeasterly line of Weymouth Avenue, 30 feet wide and southwesterly by the southerly prolongation of the southwesterly line of Barbara Street, 25 feet wide.

Also, those portions of said public beach, bluff areas and adjacent off-shore waters bounded northeasterly by said southwesterly prolongation of the southwesterly line of Barbara Street, southwesterly by the westerly prolongation of the southerly line of Shepard Street, 30 feet wide and lying generally below an elevation of 125 feet based on U.S.G.S. datum effective July 1, 1925 by Ordinance No. 52,222 of the City of Los Angeles.

Also, those portions of said public beach, bluff areas and adjacent off-shore waters bounded northeasterly by said westerly prolongation of the southerly line of Shepard Street, southerly 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.G.S. datum.

Attachment A

ROCKBELLER 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 northeasterly line of Sandpiper Avenue, 50 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. 2468, as per map recorded in Book 138, 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 Merlin Avenue, 50 foot wide; thence northwesterly at right angles from said southeasterly line 30 feet.

Attachment A

RECORDED FOR INFORMATION ONLY

State Owned Property Leased by the City:

These 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 lines, northeasterly by the southwesterly line of Venice Beach Pier, as presently established and northwesterly by the southeasterly prolongation of a line parallel with and distant 20 feet northwesterly measured at right angles from the southeasterly line of Ocean View Street, 30 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 Venice Beach Pier and northwesterly by the southeasterly line of the Newport Beach Club, said last-named southeasterly line being the southeasterly line of Lot A, Tract No. 9500, 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 northeasterly line of said lot A.

Attachment 2

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. 8673, 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 42nd Avenue, 40 feet wide.

EXCEPTING therefrom, that portion of said public beach included within Lot A, Block 52, 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 PAINS 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. 105-561 of the City of Los Angeles approved September 21, 1955, bounded southerly by the southwesterly prolongation of the southeasterly line of Lot 190, Tract No. 19x57, 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, 80 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.

EXCLUDING therefrom those parcels of land described in deeds to the Los Angeles County Sanitation District No. 2 recorded in Book #2468, page 155 and recorded in Book 50410, page 182, both of Official Records, and recorded in Book 4506, page 75 of Deeds, all in the office of said County Recorder.

Attachment B

~~SECRET~~ 7000

U.S. Government Property Leased by the City

Those portions of public beach pierf sites 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, 30 feet and 100 feet wide and northerly by the southerly line of Paseo Del Mar, 70 feet wide, bounded northwesterly by the southeasterly line and its southwesterly prolongation of Lot 100, Tract No. 19437, as per map recorded in Book 564, 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 Weymouth Avenue, 80 feet wide, as shown on said map and bounded southeasterly by the southwesterly prolongation of the northwesterly line of Weymouth Avenue, 30 feet wide.

Attachment A

CABRILLO BEACH

City Owned Property Under the Jurisdiction of the Harbor Department Used by Recreation and Parks Department by Revocable Permits 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 Cabrillo Beach parking lot and its northerly prolongation, southwesterly by the northeasterly line of Parcel 56 as described in deed recorded in Book 31089, 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 prolongation.

Attachment A

CABRILLO BEACH

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

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 northerly lines of Parcel 54 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 an elevation of 100 feet based on U.S.G.S. datum effective July 1, 1925 by Ordinance No. S2,212 of the City of Los Angeles and bounded westerly by the southerly prolongation of the westerly line of Pacific Avenue 100 feet wide.

EXCERPTING therefrom the Cabrillo Beach Marine Museum as shown on Map AL-1526 on file in the office of the City Engineer of the City of Los Angeles.

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

VENICE BEACH

State Owned Property Leased by the City of Los Angeles

those 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 southweste-
rly 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 Topsail Street, 40 feet wide and southeasterly by the southwesterly prolongation of the south-
easterly line of Via Marina, 40 feet wide.

Attachment A

VENICE BEACH (con't)

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 52°11' East for purposes of this description; thence South 5°30' East, 160 feet; thence North 84°30' East 198 feet; thence South 16°49' East a distance of 109 feet along a line parallel with said southwesterly line of Ocean Front Walk; thence North 23°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 8°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 southeasterly 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

VENICE BEACH
City Owned Property lying southwesterly of Ocean Front Walk

Those portions of public beach and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northwesterly 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 Pavilion, in the City of Los Angeles, County of Los Angeles, being a part of lot NN, Venice of America, as per map recorded in Book 6, pages 176 and 177 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. 892, as per map recorded in Book 18, page 128 of Maps, in the office of said County Recorder, also being a part of the Strand, Shayt Line Beach Subdivision No. 1, as per map recorded in Book 7, page 59 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 74 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. 892; 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 55 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 southeasterly along said southwesterly line 273 feet; thence northeasterly 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 281 feet to its northwesterly terminus; thence southeasterly along the southwesterly wall of said enclosure 140 feet to its southerly

Attachment A

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. 38047, recorded in Book 730, 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 Section of the City of Los Angeles approved April 23, 1925 shown as southeasterly Boundary Santa Monica Canyon Annex to City of Los Angeles on the map of Tract No. 11243, recorded in Book 515, pages 39 and 40 of Maps, in the office of said County Recorder.

Attachment A

City shall transfer a maximum of 26 persons classified as Beach Department employees after May 3, 1975 but prior to the effective date of this Agreement shall be considered as Beach Department II, County classification. Such employees serving during placement and removal under this shall be determined by County in accordance with the terms of this Agreement.

Such employee shall be eligible on the first day of the specified month for the number of days of vacation allowed in Table I, KTR-TV or V, whichever is applicable as determined by the specified year, of Article 10, "Vacations", of the Salary Ordinance of the County of Los Angeles.

George Whitsell shall have permanent status as a Beach Department II, on the date of transfer he will be temporarily promoted to Lieutenant, Lieutenant, then Number 2532.

LOS ANGELES CITY PARK OPERATING INVENTORY

EXHIBIT D, EXHIBIT C, AND EXHIBIT D
VERIFIED BY POLICE DEPARTMENT

City Serial Number	Description
16737	Flatbed
22305	Truck, Dump, 2-1/2 ton
22170	Truck, Dump, w/Miniat & Windo
22307	Truck, Dump
24160	Flatbed
22383	Truck, Dump
27594	Truck, Dump, 2-1/2 ton
12395	Truck, Dump
22691	Truck, Dump
22653	Truck, Dump
22865	Truck, Dump
24183	Scorpion
36019	Chevrolet Pickup
14620	Chevrolet Pickup
26423	Chevrolet Pickup
26422	Chevrolet Pickup
26423	Chevrolet Pickup
36176	L.R.C. Scout
36395	Truck, Pickup, 1/2 ton
26571	Truck, Pickup
26515	Dodge Pickup
26516	Dodge Pickup
26610	Dodge Pickup
38519	Truck, Pickup, 1/2 ton
26570	Pickup (Jeep)
26755	Scout
26756	Scout
26757	Scout
26758	Scout
26934	Pickup
36942	Pickup
21430	Van
29185	Van
29559	Van, Flatbed
44337	Van/Box
44638	Van/Box
44639	Van/Box
44640	Van/Box
44641	Van/Box
44642	Van/Box
44643	Van/Box
44644	Van/Box
44645	Van/Box
44646	Van/Box
44647	Van/Box
44648	Van/Box
44649	Van/Box
44650	Van/Box

Affidavit C, Schedule C

0409
02013
010523

REGISTRATION

44062 CLEONOR, MELVYN
32012 CLERK, ROBERT
59354 CLERK, R.
19539 CLERK, ROBERT
27133 CLERK, ROBERT
96400 CLEONOR, ROBERT
06401 CLERK, ROBERT STANLEY
06402 CLERK, ROBERT
96403 CLERK, ROBERT
96405 CLERK, ROBERT
96406 CLERK, ROBERT YOUNG
06407 CLEONOR, ROBERT YEAGER
96409 CLERK, ROBERT
96408 CLERK, ROBERT YEAGER
96404 CLERK, ROBERT YEAGER
44052 CLERK, ROBERT YEAGER
248 CLERK, ROBERT YEAGER
329 CLERK, ROBERT YEAGER

REGISTRATION

74401 HARRON, ROBERT, BOB LEE
74402 HARRON, ROBERT, BOB LEE
53002 HARVEY, ROBERT, BOB LEE
79450 HARVEY, ROBERT, BOB LEE

LOS ANGELES CITY BEACH OPERATIONS INVENTORY

LIFEGUARD EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
1	Adding Machines
2	Anchors, 3 lbs.
2	Anchors, 22 lbs.
1	Anemometer
1	Auto Haller
1	Binoculars 7x50
2	Boat (2 Man)
1	Board, Rescue
1	Boatouse, metal
1	Buoy
1	Chairs, Director
1	Chairs, side
1	Chair, Typist
1	Chairs, rotary
1	Chairs, folding
1	Compass
1	Desk, double pedestal
1	Desk, executive
1	Dryer, clothes
1	File, metal (2 drawer)
1	File, metal (3 drawer)
1	File, metal (4 drawer)
1	File, metal (5 drawer)
1	Heater, Propane
1	Intercom
1	Ladder, extension
1	Machine, copy
1	Manikin, training (half body)
1	Manikin, training (full body)
1	Manikin, training (baby)
1	Mat, gym
1	Microphone
1	Mimeograph
1	Mimeo Stand
1	Machine, duplication (stencil)
1	Projector
1	Projector (slide)
1	Regulators, diving
1	Refrigerator & stove unit
1	Resuscitator
1	Resuscitator, demand valve
1	Screen, Projection
1	Speaker
1	Speaker, underwater
1	Stretcher, aluminum folding
1	Stretcher, wire basket
1	Tanks, diving
1	Table, banquet
1	Table, conference
1	Table, drafting
1	Table, first aid
1	Telescope
1	Towers, lifeguard
1	Typewriter
1	Typewriter (electrical)
1	Vacuum
1	Washer, clothes

LOS ANGELES CITY BEACH OPERATIONS INVENTORY

MAINTENANCE EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
8	Bench, work
115	Bin, trash
596	Cans, trash
1	Cart, gardeners
2	Chair
9	Cleaner, beach
1	Compressor
2	Desk
1	Edger
3	Mower
8	Rake (16 ft.)
2	Rake (14 ft.)
5	Rake (12 ft.)
1	Rake (8 ft.)
8	Trailer, trash bin

CONCESSIONS EQUIPMENT

Cabrillo Fishing Pier:

<u>QUANTITY</u>	<u>ITEM</u>
1	Electric range with 2 burners, griddle and deep fry
1	Hot plate, electric, 1 burner
1	Cooker, hot dog, electric
1	prep. table with refrigerated garnish
1	Table, food warmer
1	Refrigerator (Xoch)
1	Freezer (Shaffer)
1	Bait tank with pump
1	Sink counter with garbage disposal
1	wire display rack (3 section)

Dockweiler Concession Stand:

<u>QUANTITY</u>	<u>ITEM</u>
2	Refrigerator
2	Grill-electric
2	Deep fry-electric
2	Freezer
1	Fire extinguisher, 10# dry chemical

Venice Fishing Pier:

<u>QUANTITY</u>	<u>ITEM</u>
1	Bait tank

LOS ANGELES CITY BEACH OPERATIONS INVENTORY

PARKING LOT EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
5	Adding Machine
2	Bicycle
3	Binoculars
1	Cabinet
4	Chair
1	Chair, typist
1	Coin counter
2	Dask.
1	File, 3-drawer
3	Megaphone
9	Safe
1	Table

RECREATIONAL EQUIPMENT

<u>QUANTITY</u>	<u>ITEM</u>
3	Bars, balancing
3	Bars, horizontal
264	Benches, park
3	Castle, concrete
4	Climber, Flower of Sea
2	Climber, geodisic
2	Climber, radar
1	Climber, rainbow
1	Climber, submarine
404	Fire rings, concrete
1	Funnel Ball
4	Jungle Jim
1	Ladder, horizontal
1	Merry-go-round
1	Play Arc, large, concrete
2	Play Arc, small, concrete
1	Porpoise, concrete
85	Posts (2), Volley Ball
40	Racks, bike
1	Slide, mini
3	Swing, arch
9	Swings, intermediate
143	Tables, picnic
1	Tree Form, concrete
6	Turtle, concrete

STATEMENT OF EXPENSES FOR THE
GENERAL CONFERENCE, 1922-23

(See page 10)

ITEM	AMOUNT	ITEM	AMOUNT
Postage	\$1,000.00	Postage	\$1,000.00
Printing	1,000.00	Printing	1,000.00
Stationery	1,000.00	Stationery	1,000.00
Traveling expenses	1,000.00	Traveling expenses	1,000.00
Salaries	1,000.00	Salaries	1,000.00
Other expenses	1,000.00	Other expenses	1,000.00
Total	\$4,000.00	Total	\$4,000.00

(See page 10)

ITEM	AMOUNT	ITEM	AMOUNT
Postage	\$1,000.00	Postage	\$1,000.00
Printing	1,000.00	Printing	1,000.00
Stationery	1,000.00	Stationery	1,000.00
Traveling expenses	1,000.00	Traveling expenses	1,000.00
Salaries	1,000.00	Salaries	1,000.00
Other expenses	1,000.00	Other expenses	1,000.00
Total	\$4,000.00	Total	\$4,000.00

(See page 10)

ITEM	AMOUNT	ITEM	AMOUNT
Postage	\$1,000.00	Postage	\$1,000.00
Printing	1,000.00	Printing	1,000.00
Stationery	1,000.00	Stationery	1,000.00
Traveling expenses	1,000.00	Traveling expenses	1,000.00
Salaries	1,000.00	Salaries	1,000.00
Other expenses	1,000.00	Other expenses	1,000.00
Total	\$4,000.00	Total	\$4,000.00

(See page 10)

ITEM	AMOUNT	ITEM	AMOUNT
Postage	\$1,000.00	Postage	\$1,000.00
Printing	1,000.00	Printing	1,000.00
Stationery	1,000.00	Stationery	1,000.00
Traveling expenses	1,000.00	Traveling expenses	1,000.00
Salaries	1,000.00	Salaries	1,000.00
Other expenses	1,000.00	Other expenses	1,000.00
Total	\$4,000.00	Total	\$4,000.00

(See page 10)

ITEM	AMOUNT	ITEM	AMOUNT
Postage	\$1,000.00	Postage	\$1,000.00
Printing	1,000.00	Printing	1,000.00
Stationery	1,000.00	Stationery	1,000.00
Traveling expenses	1,000.00	Traveling expenses	1,000.00
Salaries	1,000.00	Salaries	1,000.00
Other expenses	1,000.00	Other expenses	1,000.00
Total	\$4,000.00	Total	\$4,000.00

(See page 10)

(See page 10)

周易卷之三

CONCESSION AGREEMENTS

1. Refectories, Incorporated and City of LA
(Cabrillo Beach Fishing Pier)
2. Mrs. Vonseil Flashman and City of LA
(Venice Fishing Pier)
3. Mr. Austin Neinhauer and City of LA
(Will Rogers Beach, Refreshment Stand and Seashore Inn)
4. Wheel-a-While Corporation and City of LA
(Venice Beach, Dockweiler Beach, Bicycle Rentals)
5. Refectories, Incorporated and City of LA
(Royal Palms Mobile Land)
6. Bike Bank of Southern California and City of LA
(Dockweiler Beach Bicycle Parking)
7. Ms. Shirley Forcade Young and City of LA
(Venice Beach Equipment Rental)
8. Garden Coin Telescopes and City of LA
(Cabrillo, Venice, Dockweiler Beaches)

Attachment D

CAPITAL IMPROVEMENTS

Approval by County Board of Supervisors is not required in accordance with Section XIII for plans for the following permanent improvements, unless significantly changed from plans formerly approved by County Chief Administrative Office:

1. Parking lot improvements and landscaping,
Will Rogers State Beach.
2. Two concessions, four sanitary facilities,
Will Rogers State Beach
3. Lifeguard headquarters parking lot at
Portrero Canyon, Will Rogers State Beach

Attachment E

IN WITNESS WHEREOF, the City Council of the City of Los Angeles has approved this Agreement by resolution and authorized the Mayor of said City to execute and the City Clerk to attest this Agreement; the Board of Supervisors of County as the governing body of County by resolution duly adopted, have caused this Agreement to be executed by its Chairman and attested by its Executive Officer-Clerk on the date first hereinabove written.

CITY OF LOS ANGELES

COUNTY OF LOS ANGELES

By Tom Bradley
Mayor

James G. Hayes
Chairman, Board of
Supervisors

I hereby attest that the City of Los Angeles executed the above Agreement on the 20th day of May, 1975.

Rex E. Layton
City Clerk

I hereby attest that the County of Los Angeles executed the above Agreement on the 20th day of May, 1975.

James S. Gilze, Executive
Officer-Clerk of the Board of
Supervisors

By Arthur P. Johnson
Deputy

Richard L. Schaefer
Deputy

Approved as to form
and legality:
Mark Pines, City Attorney

Approved as to form:
John R. Larson, County Counsel

By H. J. Tolson

W. H. M. M. G.

This 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, Dockweiler State Beach, which includes a portion of Venice Beach, and Royal Palms State Beach.

Date:

July 1, 1975

W. J. Phillips
Director
California Department of Parks
and Recreation

This Agreement is approved by the State of California, acting through its duly qualified and acting Executive Officer of the Wildlife Conservation Board, only to the extent it relates to the Venice Fishing Pier and Cabrillo Fishing Pier.

Charles M. West
Executive Officer
Wildlife Conservation Board

APPROVAL OF PARTIAL ASSIGNMENT OF LEASE
TO WHITE POINT SEA COAST BATTERY

Pursuant to the terms of Lease No. DAC09-1-71-273 between the Department of the Army and the City of Los Angeles relating to White Point Sea Coast Battery, consent and approval is hereby given to the partial assignment of said lease to the County of Los Angeles as provided for by the agreement between the City of Los Angeles and the County of Los Angeles.

Date: 30 May 75

District Engineer,
U. S. Army Corps of Engineers

By W. E. Franklin

W. E. FRANKLIN
Acting Chief, Real Estate Division
U. S. Army Engineer District, Los Angeles

Control # 44797

C-1

PORT OF LOS ANGELES



ROSS H. CHAPWOODS
GENERAL MANAGER

MAIL ADDRESS:
P. O. BOX 183
SAN PEDRO, CALIFORNIA 90732

CABLE ADDRESS:
LAPORT

(213) 438-7241
(312) 778-0294

CITY OF LOS ANGELES
TOM BRADLEY
MAYOR

September 22, 1975

BOARD OF HARBOUR COMMISSIONERS
FRANCIS A. HEM
PRESIDENT
ROY D. PEYACH
VICE PRESIDENT
RATZ INDRIKI
COMMISSIONER
GEORGE JONES
COMMISSIONER
MR. GENE KARLAN
COMMISSIONER
TSUYOKO OYA
SECRETARY

Chief Administrative Officer
County of Los Angeles
500 W. Temple Street
Los Angeles, California 90012

Department of Recreation & Parks
City of Los Angeles
City Hall East
Los Angeles, California 90012

Gentlemen:

SUBJECT: ASSIGNMENT OF PERMIT NO. 117 GRANTED BY ORDER
NO. 3886 AND REVOCABLE PERMIT NOS. 1141 AND 1142
FROM THE DEPARTMENT OF RECREATION & PARKS OF
THE CITY OF LOS ANGELES TO THE COUNTY OF LOS
ANGELES

At the meeting of the Board of Harbor Commissioners held on Wednesday, September 10, 1975, the Board adopted Orders Nos. 4516, 4517 and 4518, which approves and authorizes the execution of 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.

Orders Nos. 4516, 4517 and 4518 were published in the Metropolitan News on September 18, 1975. Your executed copies of the Orders are enclosed.

Very truly yours,

Tsuyoko Oya

Tsuyoko Oya
Secretary

TO: set	Board of Supervisors	City Council
cc:	Department of Beaches County of Los Angeles	✓ City Administrative Officer City of Los Angeles
	Mayor City of Los Angeles	

BH/P -- via PORT OF LOS ANGELES — TRAVEL

As Director of the Bureau of Land Management, I am deeply concerned about the proposed legislation. It is my hope that the Congress will take appropriate action to ensure that the public lands will be managed in accordance with the intent of the National Forest System Act.

卷之三

An Order of the Board of Harbor Commissioners of the City of Los Angeles concurring in the approval of the assignment by the City of Los Angeles of all right, title, and interest in and to Revocable Permit No. 1142.

IT IS HEREBY ORDERED by the Board of Harbor Commissioners of the City of Los Angeles as follows:

Section 1. That the General Manager's approval of the assignment by the City of Los Angeles to the County of Los Angeles, as evidenced by 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, of all right, title, and interest in and to Revocable Permit No. 1142 is concurred in, provided that said assignee shall agree, in writing, to be bound by all of the terms, covenants, and conditions of said permit.

Section 2. That a true copy of said joint powers agreement shall be filed in the office of the Secretary.

Section 3. That the Secretary shall certify to the adoption of this Order and shall cause the same to be published once in a daily newspaper printed and published in the City of Los Angeles.

APPROVED AS TO FORM

AUG 12 1975

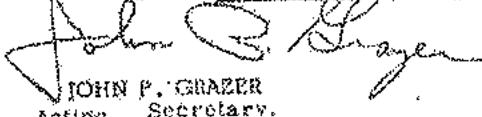
BURT PINES, City Attorney

By

JACKIE WELLS, Assistant

JLW:ph 8/11/75

I HEREBY CERTIFY that the foregoing Order was adopted by the Board of Harbor Commissioners of the City of Los Angeles at its meeting held SEP 10, 1975.

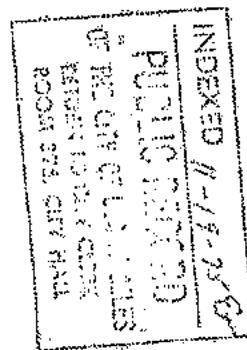

JOHN P. GRAZER
Acting Secretary.

JRS
WMR
File

Solid Agreement is No.
of Contracts.

44797

TO: KEN



1/1/50