

AMENDMENT NO. 1 TO
JOINT POWERS AGREEMENT
NO. 25273

25273

SUPPLEMENT L

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

being discharged from further performance of the obligations assumed in the Agreement.

(4) The creation of a right of review and approval by the County over amendment to the leases and permits for the City's use of the Beaches that have been assigned by the City to the County.

(5) The assignment of the Venice Beach and Cabrillo Fishing Pier Contracts back to the City, including a release of the County from all obligations assumed under the agreement for the parking for the Cabrillo Fishing Pier, and a corresponding relinquishment of the County to the City of the right to operate the lot and retain the revenue from its operation.

(6) The release of the County from its obligations under the Agreement for transferring non-owned parking and concession equipment, furniture and furnishings to the City upon termination of the Agreement.

(7) The creation of a new obligation on the part of the City to transfer operating responsibilities to the County under the terms of the Agreement of any new capital improvements that the City may make on the Beaches, when the improvements are intended to be managed for the production of income.

(8) The creation of a new allocation between the parties of their ultimate financial responsibility under the Agreement for third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches, whereby (a) the County will assume all third party liability on

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.

(10) The assignment by the County to the City of the project agreement for the appropriation by the State of California of \$334,000 in state grant funds for expenditure by the County on the renovation of the Turf Area of Venice Beach in accordance the terms of the project agreement with the State of California for the expenditure of the funds for this purpose.

The parties have agreed to these changes in the Agreement in order to provide for a continuation of the services being performed under the Agreement by the County on the Beaches beyond the date of termination of the Agreement set forth in the letters of April 25, 1986, and April 13, May 28, and June 25, 1987, from the County's Director of Beaches and Harbors to the City's Director of Recreation and Parks. Therefore, it is understood and agreed that as a material part of the consideration for the obligations being assumed by the City in this amendment, the County's notice of termination of the Agreement as set forth in the previously described letters is rescinded, and the County shall continue to perform its obligations under the Agreement, as amended.

1. Ocean Front Walk: The City releases the County from all obligations assumed by the County under the Agreement for the beach area described in Attachment A of the Agreement as Ocean Front Walk. The foregoing notwithstanding the County shall continue to rake and clean the sand in the area of Ocean Front Walk that lies between the intersections of Ocean Front Walk with Washington Street on the north and Topsail Street on the south, until this segment of the right of way is paved.

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

entering an agreement with the other governmental agency modifying the assigned lease or permit, and in the event this approval cannot be obtained by the City from the County, the City shall not agree to the modification being made a part of the lease or permit assigned to the County, until such time as the Agreement is terminated. The foregoing notwithstanding, any lease or permit assigned by the City to the County may be terminated by the City regardless of whether or not the County's managing officer of the Beaches approves of such termination. The termination of any such lease or permit shall without further action by the City or County terminate this Agreement to the extent only that the provisions of this Agreement apply to the property which is the subject of such lease or permit, except that Sections IX and XI shall not apply to any such termination. At the request of the County the City shall make reasonable efforts to obtain the consent of the owner of the property for continued use by the County of the buildings described in Section X. The City shall give the County written notice of the termination of any such lease or permit no less than six calendar months prior to the date of termination. If the termination is prior to the expiration of the lease or permit, the terms of the agreement providing for such termination shall require the party who owns the Beach to accept the attornment of any tenants of the County whose tenancies on the Beach have not expired prior to the date of such early termination, provided the tenant is not in breach of the tenant's obligations under the lease or permit granted by the County."

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

it can be reopened as a public fishing pier. The City agrees to accept the attornment of any tenants of the County whose tenancies on the fishing piers have not expired on or before the effective date of this amendment, provided that the City shall not be required to recognize the tenancy of any tenant who is in breach of the lease or permit granted by the County. The County shall inform the City of all the County's tenants on the piers, and furnish copies of the leases and permits that created these tenancies, and any and all amendments and assignments that have been made over the term of these tenancies with the tenants by the County as their landlord. It is understood and agreed that it shall be the obligation of the City and not the County to remove any tenant to whom the City is not required to grant non-disturbance. It is further agreed that operational control of the parking lot for the Cabrillo Fishing Pier shall be returned to the City. Accordingly the City releases the County from all obligations assumed by the County under the agreement for this parking lot, and the County relinquishes to the City the right conferred upon the County by the City in the Agreement to operate the lot and retain the parking revenue from its operation.

6. Parking and Concession Equipment, Furniture and Furnishings: Paragraph IX.B. of the Agreement is modified by the addition of the following sentence. "The foregoing notwithstanding, there shall be no obligation on the part of the County to transfer upon termination of the Agreement the right, title and interest in parking and concession equipment,

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-

zation contained in section 895.4 of the California Government Code agree to allocate the ultimate financial responsibility under the Agreement for third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches in the following manner.

"A. The County agrees to defend, indemnify, and hold the City 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 County, its agents, officers, and employees to the extent that such liability is imposed upon the City by the provision 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 agents, officers and employees of the County in the performance of the Custodial Maintenance, lifeguard and parking obligations or any other obligations that have been assumed by the County under the Agreement. 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 an Improved Condition of the Beaches that is created by an act or omission of the agents, officers, servants and employees of the County in the performance of either the Custodial Maintenance obligation or the parking obligation that has been assumed by the County under the Agreement, the County agrees to assume the entire liability for the dangerous condition, and defend, indem-

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

limitation, a beach refurbishment project report, a capital project budget, a departmental operating budget, or an application for state or federal subvention. By way of illustration and not limitation of this distinction, Custodial Maintenance would not include making repairs that can be completed within a period of eight consecutive hours or less to a pothole in a parking lot, where the lot requires a new asphalt surface, and funds have been appropriated in a capital project budget for expenditure on the larger job, before the condition causes injury or damage; or making repairs that can be completed within a period of eight consecutive hours or less to a broken handrail on a stairway, where the state of deterioration on the stairway is such that the entire structure should be renovated or removed and replaced and the larger job has been identified in a beach refurbishment project report as a project in need of funds, before the condition causes injury or damage. Furthermore, it is understood and agreed by the City that the County's assumption of the liability for a dangerous condition of the Beaches that is created by a condition of Custodial Maintenance on an Improved Condition of the Beaches shall not be deemed to express or imply an acceptance by the County of an obligation to defend, indemnify, or hold harmless the City from liability arising 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 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

and the ocean, the City agrees to assume the entire liability for the dangerous condition, and defend, indemnify and hold the County harmless from liability for the dangerous condition, 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. The term "Natural Condition" is defined to mean a condition of the land and ocean that has not been physically changed by some work of improvement having been made, such as by way of illustration and not limitation, cliffs, rocks, ravines, rip currents, shallow water, bottom slope, depressions, trenches, sand bars, wave break and refraction. The term "Hybrid Natural and Artificial Condition" is defined to mean a condition that is created by a combination of a Natural Condition of the land and water and an alleged act or omission of the County, its agents, officers and employees, that is either not performed or inadequately performed with respect to the protection, repair, remedy, correction, safeguard or warning of the Natural Condition.

"C. Except for the respective liability that has been separately and completely assumed for liability pursuant to Chapter 2, Part 2, Division 3.6 of Title 1, commencing with section 830 of the California Government Code, in paragraph XVI.A. by the County, and in paragraph XVI.B. by the City, it is agreed that the liability of the parties for a dangerous condition under the previously mentioned statutes of the California

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

representation for the named party defendants in the litigation that is commenced and exercise joint control over the defense of the case in the trial and appellate courts. In the event of a disagreement between the two attorneys over how the defense of the case should be conducted in the trial and appellate courts, the disagreement shall be resolved by allowing the attorney who wishes to engage in the course of action on which there is disagreement to proceed at the sole cost of the party that the attorney customarily represents which in the case of the county counsel is the County and in the case of the city attorney is the City. However, the foregoing procedure for joint representation of named party defendants and joint control of litigation notwithstanding, the county counsel shall represent all named party defendants who have been named in the litigation that has been commenced, whenever the city attorney determines in the exercise of his sole discretion that it would be to the best interest of the City for the county counsel to represent all the named party defendants in the case. In the event of a representation of all the named party defendants by the county counsel, it is agreed by the County that the county counsel shall keep the city attorney advised on the status of the case, control the defense of the case in the trial and appellate courts subject to a right of consultation by the city attorney on the decisions that are made, obtain the prior approval of the city attorney before hiring private attorneys and expert witnesses to assist in the defense of the case, and pay for the costs of the defense as incurred; and, it is agreed by the City

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

Improved Condition of the Beaches. Once the determination has been made, the court shall determine the rights of the parties to any reimbursement for the respective costs that are incurred pending final resolution of their dispute based upon whether there was a prevailing party in the litigation to resolve the dispute, and if so, which party prevailed.

"E. The obligations assumed by the parties in section XVI. shall survive the termination of the Agreement, whether by expiration of term or otherwise, as to claims arising for personal injury, bodily injury, death or property damage, occurring on or before the date of termination.

"F. The indemnity provided in paragraphs XVI.A., B. and C. shall be excess to any other indemnity coverage protecting the parties from third party tort liability arising out of their acts or omissions and dangerous conditions on the Beaches.

"G. In the event that there is indemnity for the third party tort liability under paragraphs XVI.A. and XVI.B., or paragraphs XVI.B and XVI.C., or paragraphs XVI.A. and XVI.C. or under all three paragraphs XVI.A., XVI.B. and XVI.C., it is agreed that the concurrent indemnification shall be prorated based on 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. The proration shall be made by mutual agreement of the county counsel and the city attorney subject to

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

action to determine in a court of competent jurisdiction the proration of the causation. By way of example of how this proration is to be determined, assume that a complaint for an injury (broken arm) sustained when a person is thrown to the ocean floor by a large wave is filed against the parties. The complaint charges the County and the City with liability for the injury based upon a dangerous Hybrid Natural and Artificial Condition of the beach caused by large surf, an uneven ocean floor and a failure to warn, and the negligence of the County lifeguard to provide proper first aid. The case is tried on both theories of liability, and a judgement of \$50,000 is recovered against the County and the City. The proration and the concurrent indemnification under paragraphs XVI.A. and XVI.B. would be submitted to arbitration after the County and the City are unable to mutually agree upon the degree that the dangerous Hybrid Natural and Artificial Condition and negligent first aid were a proximate cause of the plaintiff's injury. The arbitrator decides that the comparative degree of causation between the two factors that caused the injury is 80% for the dangerous Hybrid Natural and Artificial Condition, an uneven ocean floor and failure to warn, and 20% for negligent first aid. The dangerous Hybrid Natural and Artificial Condition, uneven ocean floor and failure to warn, are the City's entire responsibility under paragraph XVI.B. The COUNTY is 100% responsible for the negligent first aid under paragraph XVI.A. Based on these facts, and the arbitrator's decision, the ultimate financial responsibility for the liability

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

that have been paid based on the percentages that have been so determined with any excess payments made being either refunded or credited against any future financial obligation under this agreement at the option of the party who has overpaid.

"H. This agreement of indemnity shall apply only to this Agreement, as it is agreed that the parties' agreement on the terms of indemnity for this Agreement shall not supersede any and all other agreements of indemnity between the parties with respect to their liability for the Beaches by reason of their being parties to other agreements as defined in Section 895 of the California Government Code that are still in force and effect on the effective date of this amendment to the Agreement. This agreement of indemnity may only be modified by further written agreement between the parties. Any such amendment shall expressly refer to this Agreement, and in the absence thereof, this agreement of indemnity shall not be deemed to be superseded by any other agreement the parties may enter in which they may provide for an allocation of their ultimate financial responsibility for third party tort liability by reason of their being parties to an agreement as defined in section 895 of the California Government Code."

9. Notices: The addresses of the parties to which any notice, demand or request required or authorized under the Agreement is to be given or made are changed to the following addresses.

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

the agreement for project number 84-R19062".

11. Ratification: All other terms, conditions and provisions of the Agreement not affected by the provisions of this amendment shall remain in full force and effect and are reaffirmed by the parties.

12. Operative Date: The effective date of this amendment shall be the first day of the month following the approval of the amendment by the respective Governing Board and Council of the parties and execution of the amendment by the Mayor, the Chairman of the Board of Supervisors, the Director of the California Department of Parks and Recreation, and the Executive Officer of the California Wildlife Conservation Board.

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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 Tom Bradley
Mayor

AUG 10 1987

I hereby attest that the City of Los Angeles executed the above Agreement on the 10th day of August 1987.

City Clerk

By Elaine Fisher
Deputy



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

By Pedro B. Salverre

COUNTY OF LOS ANGELES

By Michael A. Antonovich
Chairman, Board of Supervisors

I hereby attest that the County of Los Angeles executed the above Agreement on the 18th day of August 1987.

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



By Angie Hoff
Deputy

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

By Robert W. Rodolf

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: 9/17/87

By Lee M. Conzo
Director
California Department of Parks and Recreation

This amendment to the 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 Beach Fishing Pier and Cabrillo Beach Fishing Pier.

Dated: 9/25/87

W. John Schmidt

Executive Officer, W. John Schmidt
California Wildlife Conservation Board
Department of Fish and Game

1/AMEND-1