

**APPROVED**  
SEP 02 2021

**BOARD OF RECREATION  
AND PARK COMMISSIONERS**

**BOARD REPORT**

**NO.** 21-153

**DATE** September 02, 2021

**C.D.** 11

**BOARD OF RECREATION AND PARK COMMISSIONERS**

**SUBJECT:** WILL ROGERS STATE BEACH – MARVIN BRAUDE BEACH TRAIL GAP CLOSURE PROJECT – PROJECT APPROVAL – CONSIDERATION OF LOS ANGELES COUNTY DECEMBER 1, 2020 APPROVAL OF A NOTICE OF EXEMPTION, FILED WITH THE LOS ANGELES COUNTY CLERK ON MAY 12, 2021

|           |                 |                   |                 |
|-----------|-----------------|-------------------|-----------------|
| AP Diaz   | _____           | M. Rudnick        | _____           |
| H. Fujita | _____ <i>fu</i> | *C. Santo Domingo | _____ <i>DF</i> |
| J. Kim    | _____           | N. Williams       | _____           |

  
\_\_\_\_\_  
General Manager

Approved   X                        Disapproved \_\_\_\_\_                      Withdrawn \_\_\_\_\_

**RECOMMENDATIONS**

1. Approve the Marvin Braude Beach Trail Gap Closure Project (Project) as described in the Summary of this Report;
2. Direct Department of Recreation and Parks (RAP) staff to issue any necessary temporary revocable Right-of-Entry (ROE) Permits to the Los Angeles County Department of Public Works (LACDPW) and/or the contractor selected to perform the proposed Project; and
3. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

**SUMMARY**

Will Rogers State Beach is a 102.9-acre park located at 17600 Pacific Coast Highway. Will Roger State Beach is owned by the State of California and is leased to the City, currently on a month-to-month basis. Since May 1975, the County of Los Angeles (County) Department of Beaches and Harbors has provided beach maintenance services at beach areas owned or leased by the City, including Will Rogers State Beach, pursuant to a Joint Powers Agreement (No. 25273) (JPA) entered into between the County and City (Exhibit A).

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### PROJECT SCOPE

The Marvin Braude Bike Trail is a 22-mile paved bicycle path that runs along the Los Angeles County coast through various jurisdictions, including the City of Los Angeles, from Will Rogers State Beach down to Torrance County Beach in Torrance. The Marvin Braude Bike Trail is primarily maintained by the Los Angeles County Department of Public Works (LACDPW). The portion of the Marvin Braude Bike Trail that is located within Will Rogers State Beach is currently being maintained by the Los Angeles Department of Transportation (LADOT) since that portion was designed and constructed by the City.

The proposed Project intends to widen a portion of existing Marvin Braude Bike Trail that runs through and is a part of Will Rogers State Beach in order to create a separate path for bicyclist and pedestrians. The existing Marvin Braude Beach path in this area varies in width between 13 and 14 feet. The proposed Project would construct a 16-17 foot addition to the existing path in order to create a 30 foot-wide multipurpose path that would be striped and separated into a dedicated pedestrian trail and dedicated bike trail. The proposed Project scope of work includes construction of a concrete slab bridge, removal and replacement of culverts, modifications to rest areas, benches, trash receptacles, and bicycle racks.

The proposed Project would help improve public safety along the bicycle path, as the existing path is heavily used by local residents and beach visitors. Additionally, by providing a separate path for pedestrians and for cyclists, the Project will help reduce conflicts between user groups.

The proposed Project plans were prepared by LACDPW and LACDPW will be responsible for constructing the Project improvements. RAP staff, along with staff from LADOT, and the City's Department of Public Works, Bureau of Engineering and Bureau of Street Services, have reviewed the Project plans. The Office of Council District 11 has also been involved in the various meetings and is in support of the proposed Project moving forward.

The proposed Project will be completed at no cost to RAP as funding is being provided by a \$2,200,000 Active Transportation Program Grant and \$3,800,000 in Los Angeles County Measure R Local Return Funds. The proposed Project Final Plans are attached (Exhibit B). The County has received the necessary permits and approvals, including approval of the California Coastal Commission (Exhibit C) and approval of the County Board of Supervisors (Exhibit D). Upon completion, the improved bike trail will be maintained by the County.

### JOINT POWERS AGREEMENT

Pursuant to Section XV.A of the JPA between the County and the City, all capital development and improvements undertaken by County on beaches within the City which are covered under the JPA shall be approved by Board of Recreation and Park Commissioners (Board).

Staff is recommending that the Board approve the proposed Project.

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### TREES AND SHADE

The approval of this Project will have no impact on existing trees or shade at Will Rodgers State Beach.

### ENVIRONMENTAL IMPACT

RAP Staff found that on December 1, 2020 the Los Angeles County Chief Executive Officer (CEO) approved the proposed Project and found that it consists of minor alterations of existing utilities; minor alterations of existing bicycle facilities, replacement of existing utility systems; new construction of street improvements and of placement of accessory structures. The CEO found that it is exempt from the provisions of the California Environmental Quality Act pursuant to California CEQA Guidelines Sections 15301(b), 15301(c), 15302(c), 15303(d) and 15303(e).

CEQA Guidelines Section 15300.2 Exceptions were reviewed and none were identified for this Project. The proposed construction of the new slab bridge adjacent to an existing bridge, widening of the Class I bike lane to include an adjacent walkway and bikeway amenities would not trigger any exceptions to the exemptions. Its construction will not impact the channel. The location of the activities will not impact resources of hazardous or critical concern. There are no significant cumulative impacts or significant effect on the environment due to unusual circumstances. The activities will not result in damage to scenic resources and is not located within a highway officially designated as a state scenic highway. The site is not listed as a hazardous waste site or include historical resources. Therefore, the Project meets the criteria for exemptions and no exceptions thereto apply.

A notice of exemption was filed with the Los Angeles County Clerk on May 12, 2021.

According to Article 19, Section 15162, of California CEQA Guidelines, no subsequent environmental document should be prepared, unless the lead agency finds, on the basis of substantial evidence and in the light of the whole record, that:

- substantial changes to the project have occurred;
- local circumstances under which the project has been undertaken have changed substantially and
- new information of substantial importance about the project and the environment has emerged.

RAP Staff found that no substantial changes to the original Project or to the local environment have occurred and that no new information that could show that the impacts of the projects have changed and have emerged.

Therefore, staff recommends that the Board take no further CEQA action.

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### FISCAL IMPACT

The approval of this proposed Project will have no fiscal impact on RAP's General Fund.

The costs for the design, development, and construction of the proposed Project will be funded by funding sources other than the RAP's General Fund.

As previously noted, the area of this proposed Project is not maintained by RAP. Therefore, the proposed Project will have no impact to existing maintenance service at this facility.

### STRATEGIC PLAN INITIATIVES AND GOALS

Approval of this Board Report advances RAP's Strategic Plan by supporting:

**Goal No. 1:** Provide Safe and Accessible Parks

**Outcome No. 2:** Safe and welcoming environments at all parks

**Result:** The approval of this Project will enable the implementation of the Marvin Braude Beach Trail Gap Closure Project, which will help create safe access for pedestrians and cyclists utilizing the Marvin Braude Bike Trail and traveling to, and through, Will Rogers State Beach.

This Report was prepared by Darryl Ford, Superintendent, Planning, Maintenance and Construction Branch.

### LIST OF ATTACHMENS

Exhibit A – Joint Powers Agreement between the City and County

Exhibit B – Marvin Braude Beach Trail Gap Closure Project Final Plans

Exhibit C – California Coastal Commission Approval

Exhibit D – Los Angeles County Project Approval

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 20<sup>th</sup> 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",

W I T N E S S E T H:

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 I 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, 1998.

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, 1983.

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 28B, which does not result in a decrease in salary.

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

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 12F NBB, 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 employees transferred from City for such length of City service to which said employees may be entitled.

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

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

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

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 heretofor 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 program, preliminary and final drawing stages for approval by the County Board of Supervisors.

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

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

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

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 Don Bradley  
Mayor

James A. Hayes  
Chairman, Board of Supervisors

I hereby attest that the City of Los Angeles executed the above Agreement on the 20<sup>th</sup> day of May 1975.

I hereby attest that the County of Los Angeles executed the above Agreement on the 20<sup>th</sup> day of May 1975.

Rex E. Layton  
City Clerk

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



By Arthur P. Jensen  
Deputy

Richard Sch...  
Deputy

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

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

By H. Fox

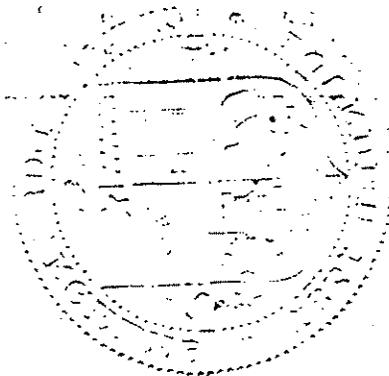
William...

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:

William...  
Director  
California Department of Parks and Recreation

Said Agreement Is No. 44797  
of Contracts:



ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

9

MAY 20 1975

A handwritten signature in cursive script, appearing to read "James S. Mize".

JAMES S. MIZE  
EXECUTIVE OFFICER

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

MAY 13 1975

By.....

A handwritten signature in cursive script, appearing to read "E. Layton".

POINT PEIKIN BEACH

City Owned Property

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

ALSO, those portions of said public beach, bluff area and adjacent off-shore waters bounded northwesterly by said southwestery prolongation of the southeasterly line of Barbara Street, southeasterly by the westerly prolongation of the southerly line of Shepard Street, 65 feet wide and lying generally below an elevation of 125 feet based on U.S.C.C.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 area and adjacent off-shore waters bounded northwesterly by said westerly prolongation of the southerly line of Shepard Street, easterly by the southerly prolongation of the westerly line of Pacific Avenue, 100 feet wide and lying generally below an elevation of 100 feet based on said U.S.C.C.S. datum.

Attachment A

DOCKWELLER BEACH

City Owned Property

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

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

Beginning at the intersection of the southeasterly line of Lot A, Tract No. 9368, as per map recorded in Book 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 Marine Avenue, 50 feet wide; thence northwesterly at right angles from said southeasterly line 30 feet.

Attachment A

## DOCKWELLER BEACH

### State Owned Property Leased by the City:

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

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

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

Attachment A

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

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

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

ROYAL PALMS STATE PARK

State Owned Property Leased by the City of Los Angeles

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

EXCEPTING therefrom those parcels of land described in deeds to the Los Angeles County Sanitation District No. 2, recorded in Book 42468, page 155 and recorded in Book 50410, page 182, both of Official Records, and recorded in Book 4566, page 75 of Deeds, all in the office of said County Recorder.

Attachment A

## WHITE POINT

### U.S. Government Property Leased by the City

Those portions of public beach bluff area and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northeasterly by the southwesterly line of Paseo Del Mar, 80 feet and 100 feet wide and northerly by the southerly line of Paseo Del Mar, 70 feet wide, bounded northwesterly by the southeasterly line and its southwesterly prolongation of lot 190, Tract No. 19457, as per map recorded in Book 564, pages 1 to 8 inclusive of Maps, in the office of the County Recorder of Los Angeles County, said southwesterly prolongation being the southwesterly prolongation of the center line of Western Avenue, 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

Those portions of public beach and adjacent offshore 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 263 of Official Records, in the office of the County Recorder of Los Angeles County and southerly by the center line of the San Pedro Breakwater and its westerly 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 56 as described in deed recorded in Book 31089, Page 263 of Official Records, in the office of the County Recorder of Los Angeles County and the center line of the San Pedro Breakwater, and lying generally below and elevation of 100 feet based on U.S.C.G.S. datum effective July 1, 1925 by Ordinance No. 52,222 of the City of Los Angeles and bounded westerly by the southerly prolongation of the westerly line of Pacific Avenue 100 feet wide.

EXCEPTING 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 southwesterly prolongation of the center line of Barnard Way, 52 feet wide and southeasterly by the southwesterly prolongation of the northwesterly line of Navy Street, 40 feet wide.

ALSO, those portions of public beach and adjacent off-shore waters in the City of Los Angeles, County of Los Angeles bounded northeasterly by said southwesterly line of Ocean Front Walk, northwesterly by the southwesterly prolongation of the southeasterly line of Topsail Street, 40 feet wide and southeasterly by the southwesterly prolongation of the southeasterly 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 53°11' East for purposes of this description; thence South 5°30' East, 160 feet; thence North 84°30' East 198 feet; thence South 36°49' East a distance of 109 feet along a line parallel with said southwesterly line of Ocean Front Walk; thence North 53°11' East at right angles from said last-mentioned course 25 feet to the southwesterly wall surrounding the Shuffleboard Court; thence South 36°49' East along said last-mentioned wall 115 feet; thence South 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 southwesterly line of the existing walkway; thence southeasterly along said last-mentioned southwesterly line 415 feet; thence northeasterly at right angles from said last-mentioned southwesterly line 12 feet; thence southeasterly along a line parallel with the southwesterly line of said Ocean Front Walk, a distance of 206 feet; thence northeasterly at right angles from said last-mentioned course to said southwesterly line of Ocean Front Walk; thence northwesterly along the various courses in said last-mentioned southwesterly line to the point of beginning.

Attachment A

## VENICE BEACH

### City Owned Property lying southwesterly of Ocean Front Walk

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

EXCEPTING therefrom that portion included within a parcel of land known as Venice Pavillion, in the City of Los Angeles, County of Los Angeles, being a part of Lot NW, Venice of America, as per map recorded in Book 6, pages 126 and 127 of Maps, in the office of the County Recorder of Los Angeles County, also being a part of Lots A, B and C, Tract No. 898, as per map recorded in Book 16, page 128 of Maps, in the office of said County Recorder, also being a part of the Strand, Short Line Beach Subdivision No. 1, as per map recorded in Book 2, page 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 76 of Maps, in the office of said County Recorder, with the northwesterly prolongation of the southwesterly line of said Ocean Front Walk as shown on the map of said Tract No. 898; thence southwesterly along the southwesterly prolongation of said northwesterly line 9 feet; thence westerly in a direct line to the intersection of a line parallel with and distant 50 feet southwesterly measured at right angle from said southwesterly line with the southeasterly line of an existing asphalt walk located approximately along a line parallel with and distant 55 feet northwesterly measured at right angles from said northwesterly line of Horizon Avenue; thence southwesterly along said southeasterly line 270 feet; thence southeasterly at right angles from the southwesterly prolongation of said southeasterly line 110 feet to the northwesterly wall of the existing oil well enclosure; thence southwesterly along said wall 292 feet to its southwesterly 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. 28057, recorded in Book 720, pages 37 and 38 of Maps, in the office of the County Recorder of Los Angeles County, and southeasterly by that certain boundary of the City of Los Angeles established by Ordinance No. 51,367, New Series of the City of Los Angeles approved April 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 119, pages 39 and 40 of Maps, in the office of said County Recorder.

Attachment A

PERMANENT PERSONNEL

LIFEGUARD SERIES

| <u>Name</u>                   | <u>City Title</u>                 | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 5/3/75<br/>(bonus<br/>excluded)</u> | <u>City Anniversary<br/>Date for<br/>Vacation/Salary</u> | <u>County Title</u>        | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation/Salary</u> |
|-------------------------------|-----------------------------------|---|--|----------------------------|---------------------------|---------------|--|
| Balonich, J.<br>761-07-7137   | Beach Lifeguard<br>Lieutenant     | \$1,379.82<br>51/5  | <u>3/15/42</u><br>---                                    | Lieutenant,<br>Lifeguards  | 44F/1                     | \$1,397.73    | <u>3/1/49</u><br>5/1                                       |
| Clark, Wilford<br>570-14-1496 | Beach Lifeguard<br>Lieutenant     | 1,379.82<br>51/5  | <u>12/26/46</u><br>---                                   | Lieutenant,<br>Lifeguards  | 44F/1                     | 1,397.73      | <u>12/2/47</u><br>5/1                                      |
| Crompt, Daniel<br>550-48-9177 | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>9/17/61</u><br>---                                    | Beach<br>Lifeguard II      | 34B/4                     | 1,239.18      | <u>9/1/61</u><br>5/1                                       |
| Donan, James<br>549-70-2428   | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>5/27/71</u><br>---                                    | Beach<br>Lifeguard II      | 34B/4                     | 1,239.18      | <u>5/1/71</u><br>5/1                                       |
| Estlow, Thomas<br>567-56-5536 | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>10/7/68</u><br>---                                    | Beach<br>Lifeguard II      | 34B/4                     | 1,239.18      | <u>10/1/68</u><br>5/1                                      |
| Findlay, Fred<br>563-66-8333  | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>3/1/65</u><br>---                                     | Beach<br>Lifeguard II      | 34B/4                     | 1,239.18      | <u>3/1/65</u><br>5/1                                       |
| Hoble, Rex<br>546-80-9155     | Beach Lifeguard                   | 1,106.54<br>47/3  | <u>4/24/73</u><br>---                                    | Beach<br>Lifeguard II      | 34B/2                     | 1,109.82      | <u>5/1/73</u><br>5/1                                       |
| Golles, Dee<br>545-40-3170    | Beach Lifeguard<br>(Boat Skipper) | 1,235.40<br>47/5  | <u>3/5/56</u><br>---                                     | Lieutenant,<br>Rescue Boat | 44F/1                     | 1,397.73      | <u>3/1/56</u><br>5/1                                       |
| Green, Leonard<br>531-20-7229 | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>12/23/63</u><br>---                                   | Beach<br>Lifeguard II      | 34B/4                     | 1,239.18      | <u>1/1/64</u><br>5/1                                       |
| Gruber, Ira<br>555-54-8743    | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>6/1/65</u><br>---                                     | Beach<br>Lifeguard II      | 34B/4                     | \$1,239.18    | <u>6/1/65</u><br>5/1                                       |

| <u>Name</u>                          | <u>City Title</u>                 | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 3/8/73<br/>(bonus<br/>excluded)</u> | <u>City Anniversary<br/>Date for<br/>Vacation/Salary</u> | <u>County Title</u>               | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation/Salary</u> |
|--------------------------------------|-----------------------------------|---|--|-----------------------------------|---------------------------|---------------|--|
| Hargatt, Thomas<br>553-48-0588       | Beach Lifeguard<br>Lieutenant     | \$1,379.82<br>51/5  | <u>8/1/60</u><br>---                                     | Lieutenant,<br>Lifeguards         | 44F/1                     | \$1,397.73    | <u>3/1/60</u><br>5/1                                       |
| Hart, Alfred<br>543-24-4040          | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>6/18/47</u><br>---                                    | Beach<br>Lifeguard II             | 34B/4                     | 1,239.18      | <u>1/1/47</u><br>6/1                                       |
| Heineman, Richard<br>557-48-7706     | Beach Lifeguard<br>Lieutenant     | 1,379.82<br>51/5  | <u>5/29/59</u><br>---                                    | Lieutenant,<br>Lifeguards         | 44F/1                     | 1,397.73      | <u>3/1/59</u><br>5/1                                       |
| Hoffman, Edward<br>547-12-5058       | Beach Lifeguard<br>Lieutenant     | 1,379.82<br>51/5  | <u>6/5/47</u><br>---                                     | Lieutenant,<br>Lifeguards         | 44F/1                     | 1,397.73      | <u>5/1/47</u><br>6/1                                       |
| King, Charles<br>545-16-8243         | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>7/1/50</u><br>---                                     | Beach<br>Lifeguard II             | 34B/4                     | 1,239.18      | <u>3/1/50</u><br>5/1                                       |
| Kriethe, Tom<br>550-82-1813          | Beach Lifeguard                   | 1,047.40<br>47/2  | <u>5/30/72</u><br>---                                    | Beach<br>Lifeguard II             | 34B/1                     | 1,050.64      | <u>3/1/72</u><br>5/1                                       |
| Linkletter, Scott<br>556-58-4755     | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>7/6/65</u><br>---                                     | Beach<br>Lifeguard II             | 34B/4                     | 1,239.18      | <u>7/1/65</u><br>5/1                                       |
| Lorentzan, John<br>556-52-0354       | Beach Lifeguard<br>(Boat Skipper) | 1,235.40<br>47/5  | <u>5/25/63</u><br>---                                    | Lieutenant,<br>Rescue Boat        | 44F/1                     | 1,397.73      | <u>6/1/63</u><br>5/1                                       |
| Muldoon, William, Jr.<br>556-58-5994 | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>5/23/65</u><br>---                                    | Beach<br>Lifeguard II             | 34B/4                     | 1,239.18      | <u>5/1/65</u><br>6/1                                       |
| Nugent, Barry<br>562-72-3175         | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>7/1/72</u><br>---                                     | Beach<br>Lifeguard II             | 34B/4                     | 1,239.18      | <u>7/1/72</u><br>5/1                                       |
| O'Sullivan, Bill<br>557-32-4037      | Chief Lifeguard                   | 1,814.82<br>61/5  | <u>1/16/52</u><br>---                                    | Assistant<br>Chief,<br>Lifeguards | 49F/4                     | 1,890.64      | <u>3/1/52</u><br>5/1                                       |

| <u>Name</u>                        | <u>City Title</u>                 | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 5/8/75<br/>(bonus<br/>excluded)</u> | <u>City Anniversary<br/>Date for<br/>Vacation/Salary</u> | <u>County Title</u>                          | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation#/Salary</u> |
|------------------------------------|-----------------------------------|---|--|--|---------------------------|---------------|---|
| Perry, Ed<br>554-10-2514           | Beach Lifeguard                   | \$1,235.40<br>47/5  | <u>5/22/48</u><br>--                                     | Senior<br>Equipment<br>Maintenance<br>Worker | 29LN2/5                   | \$1,169.09    | <u>7/1/48</u><br>--   |
| Reeves, Walter<br>565-44-2901      | Beach Lifeguard<br>(Boat Skipper) | 1,235.40<br>47/5  | <u>12/1/62</u><br>--                                     | Lieutenant,<br>Rescue Boat                   | 44F/1                     | 1,397.73      | <u>12/1/62</u><br>5/1                                       |
| Reinisch, Joseph<br>564-54-1122    | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>3/14/65</u><br>--                                     | Beach<br>Lifeguard II                        | 34B/4                     | 1,239.18      | <u>3/1/65</u><br>5/1  |
| Rohrer, Don<br>556-42-7705         | Beach Lifeguard<br>Captain        | 1,583.40<br>56/5  | <u>8/1/59</u><br>--                                      | Captain,<br>Lifeguards                       | 48F/2                     | 1,647.91      | <u>8/1/59</u><br>5/1  |
| Rosenthal, Donald<br>289-24-9978   | Beach Lifeguard<br>Lieutenant     | 1,379.82<br>51/5  | <u>3/22/58</u><br>--                                     | Lieutenant,<br>Lifeguards                    | 44F/1                     | 1,397.73      | <u>4/1/58</u><br>5/1  |
| Spitler, Donald<br>548-52-7576     | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>12/1/51</u><br>--                                     | Beach<br>Lifeguard II                        | 34B/4                     | 1,239.18      | <u>12/1/51</u><br>5/1                                       |
| Scange, Peter<br>563-56-5197       | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>3/25/56</u><br>--                                     | Beach<br>Lifeguard II                        | 34B/4                     | 1,239.18      | <u>4/1/56</u><br>5/1  |
| Thacker, Herb<br>565-74-1414       | Beach Lifeguard                   | 1,106.64<br>47/3  | <u>7/22/73</u><br>--                                     | Beach<br>Lifeguard II                        | 34B/2                     | 1,109.82      | <u>8/1/73</u><br>5/1  |
| Whitehead, George<br>565-44-4653   | Beach Lifeguard                   | 1,235.40<br>47/5  | <u>9/1/59</u><br>--                                      | Beach Life-<br>guard II**                    | 34B/4                     | 1,239.18      | <u>9/1/59</u><br>5/1  |
| Williams, Robert H.<br>564-34-0380 | Beach Lifeguard<br>Captain        | 1,583.40<br>56/5  | <u>4/22/52</u><br>--                                     | Captain,<br>Lifeguards                       | 48F/2                     | 1,647.91      | <u>5/1/52</u><br>5/1  |

Attachment B

City shall transfer a maximum of 26 persons classified as Beach Lifeguard. Persons appointed to City Beach Lifeguard positions after May 8, 1975 but prior to the effective date of this Agreement shall be classified as Beach Lifeguard II, County classification. Such employees salary step placement and benefit rights shall be determined by County in accordance with the terms of this Agreement.

\*Each employee shall be eligible on the first day of the specified month for the number of days of vacation allowed in Table I, III, IV, 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 Whitehead shall have permanent status as a Beach Lifeguard II; on the date of transfer he will be temporarily promoted to Lieutenant, Lifeguard, item number 29398.

PERMANENT PERSONNEL

MAINTENANCE SERIES

| <u>Name</u>                        | <u>City Title</u>              | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 5/8/75</u> | <u>City Anniversary<br/>Date for Vacation</u> | <u>County Title</u>                     | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation<sup>2</sup>/Salary</u> |
|------------------------------------|--------------------------------|--|---|---|---------------------------|---------------|--|
| Bailey, Billy<br>443-34-8580       | Gardener Caretaker             | \$ 939.60<br>37/5  | <u>8/17/70</u>                                | Grounds<br>Maintenance<br>Worker I      | 18A/5                     | \$ 842.00     | <u>8/1/70</u>  |
| Wman, Wallace<br>550-40-8599       | Park Maintenance<br>Supervisor | 1,202.00<br>46/5   | <u>8/9/61</u>                                 | Senior<br>Grounds Maintenance<br>Worker | 26A/5                     | 1,048.00      | <u>8/1/61</u>  |
| Brooks, Sammy<br>461-42-4065       | Truck Operator                 | 1,047.48<br>41/5   | <u>5/2/60</u>                                 | Medium Truck<br>Driver                  | 22AN3/5                   | 940.00        | <u>5/1/60</u>  |
| Brown, Leonard<br>429-14-5085      | Senior Gardener                | 1,047.48<br>41/5   | <u>4/21/58</u>                                | Grounds<br>Maintenance<br>Worker II     | 22A/5                     | 940.00        | <u>5/1/59</u>  |
| Candelaria, Cesario<br>330-16-6461 | Senior Gardener                | 1,047.48<br>41/5   | <u>7/19/55</u>                                | Grounds<br>Maintenance<br>Worker II     | 22A/5                     | 940.00        | <u>8/1/66</u>  |
| Culpepper, Robert<br>5-14-3138     | Equipment Operator             | 1,444.20<br>Flat rate                                      | <u>10/3/51</u>                                | Power Equipment<br>Operator             | 38AN2/5                   | 1,458.00      | <u>10/1/51</u>   |
| George, Billy<br>548-42-1672       | Maintenance Laborer            | 796.92<br>35/3   | <u>2/5/73</u>                                 | Grounds<br>Maintenance<br>Worker I      | 18A/4                     | 797.00        | <u>2/1/73</u><br>6/1   |
| Gilbart, Robert<br>549-70-2128     | Gardener Caretaker             | 939.60<br>37/5   | <u>11/11/69</u>                               | Grounds<br>Maintenance<br>Worker I      | 18A/5                     | 842.00        | <u>11/1/69</u>   |

Attachment B

Attachment B

| <u>Name</u>                     | <u>City Title</u>              | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 5/3/75</u> | <u>City Anniversary<br/>Date for Vacation</u> | <u>County Title</u>                     | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation<sup>1</sup>/Salary</u> |
|---------------------------------|--------------------------------|--|---|---|---------------------------|---------------|--|
| Graham, Claudell<br>487-26-4224 | Custodian                      | \$ 715.14<br>27/5  | <u>12/1/61</u><br>---                         | Custodian                               | 12CNA/5                   | \$ 719.00     | <u>12/1/61</u><br>---  |
| Gray, Alfred<br>486-55-5995     | Truck Operator                 | 1,047.48<br>41/5   | <u>10/31/66</u><br>---                        | Medium Truck<br>Driver                  | 22AN3/5                   | 940.00        | <u>11/1/66</u><br>---  |
| Harden, Cornelius<br>10-34-9972 | Equipment Operator             | 1,444.20<br>Flat rate                                      | <u>9/4/56</u><br>---                          | Power Equipment<br>Operator             | 38AN2/5                   | 1,458.00      | <u>9/1/56</u><br>---   |
| Holmas, Isom<br>432-22-6309     | Truck Operator                 | 1,047.48<br>41/5   | <u>8/1/56</u><br>---                          | Medium Truck<br>Driver                  | 22AN3/5                   | 940.00        | <u>8/1/66</u><br>---   |
| Irvin, Ricky<br>557-70-2794     | Custodian                      | 676.86<br>27/4   | <u>10/3/73</u><br>---                         | Custodian                               | 12CNA/4                   | 684.00        | <u>10/1/73</u><br>---<br>0/1   |
| Jackson, Arthur<br>293-07-6134  | Custodian                      | 715.14<br>27/5   | <u>6/19/67</u><br>---                         | Custodian                               | 12CNA/5                   | 719.00        | <u>7/1/67</u><br>---   |
| Kennedy, Robert<br>547-48-9598  | Park Maintenance<br>Supervisor | 1,292.00<br>46/5   | <u>7/9/52</u><br>---                          | Senior<br>Grounds Maintenance<br>Worker | 26A/5                     | 1,042.00      | <u>7/1/52</u><br>---   |
| Knowles, Melvin<br>435-44-9744  | Equipment Operator             | 1,444.20<br>Flat rate                                      | <u>10/19/64</u><br>---                        | Power Equipment<br>Operator             | 38A/5                     | 1,458.00      | <u>11/1/64</u><br>---  |
| Lujan, Ernest<br>537-26-3110    | Truck Operator                 | 1,047.48<br>41/5   | <u>4/4/51</u><br>---                          | Medium Truck<br>Driver                  | 22AN3/5                   | 940.00        | <u>4/1/52</u><br>---   |
| Miller, Edgar<br>545-38-5004    | Gardener Caretaker             | 939.60<br>37/5   | <u>1/12/54</u><br>---                         | Grounds<br>Maintenance<br>Worker I      | 18A/5                     | 842.00        | <u>1/1/54</u><br>---   |

Attachment B

Attachment B

| <u>Name</u>                        | <u>City Title</u>              | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 5/8/75</u> | <u>City Anniversary<br/>Date for Vacation</u> | <u>County Title</u>                       | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation*/Salary</u> |
|------------------------------------|--------------------------------|--|---|---|---------------------------|---------------|---|
| Millon, Westerfield<br>327-10-8234 | Light Equipment<br>Operator    | \$1,047.48<br>41/5   | <u>9/2/58</u><br>--                           | Light Tractor<br>Operator                 | 26A/5                     | \$1,048.00    | <u>9/1/58</u><br>--   |
| Nakaji, Ben<br>360-22-4138         | Park Maintenance<br>Supervisor | 1,202.00<br>46/5   | <u>5/19/59</u><br>--                          | Senior<br>Grounds Mainte-<br>nance Worker | 26A/5                     | 1,048.00      | <u>5/1/59</u><br>--   |
| Holson, Edwin<br>499-01-3377       | Equipment Operator             | 1,444.20<br>Flat rate                                      | <u>6/23/41</u><br>--                          | Power Equipment<br>Operator               | 38AN2/5                   | 1,458.00      | <u>7/1/41</u><br>--   |
| Otan, Leo<br>490-33-6308           | Gardener Caretaker             | 939.60<br>37/5   | <u>7/23/69</u><br>--                          | Grounds<br>Maintenance<br>Worker I        | 18A/5                     | 842.00        | <u>8/1/69</u><br>--   |
| Palmer, Charles<br>433-20-5901     | Maintenance Laborer            | 889.14<br>35/5   | <u>1/22/47</u><br>--                          | Grounds<br>Maintenance<br>Worker I        | 18A/5                     | 842.00        | <u>2/1/47</u><br>--   |
| Reza, Jimmie<br>563-38-5041        | Heavy Duty Truck<br>Operator   | 1,047.48<br>43/4   | <u>3/6/72</u><br>--                           | Heavy Truck<br>Driver                     | 24AN3/5                   | 992.00        | <u>3/1/72</u><br>--   |
| Scott, Harold<br>186-07-2484       | Truck Operator                 | 1,047.48<br>41/5   | <u>4/9/52</u><br>--                           | Medium Truck<br>Driver                    | 22AN3/5                   | 940.00        | <u>4/1/52</u><br>--   |
| Scott, Ivison<br>434-09-0077       | Maintenance Laborer            | 889.14<br>35/5   | <u>1/9/53</u><br>--                           | Grounds<br>Maintenance<br>Worker I        | 18A/5                     | 842.00        | <u>7/1/58</u><br>--   |
| Smith, L. L.<br>567-78-7012        | Maintenance Laborer            | 889.14<br>35/5   | <u>5/11/48</u><br>--                          | Grounds<br>Maintenance<br>Worker I        | 18A/5                     | 842.00        | <u>5/1/48</u><br>--   |

Attachment B

| <u>Name</u>                      | <u>City Title</u>                 | <u>City Salary<br/>Schedule/<br/>Step as<br/>of 5/8/75</u> | <u>City Anniversary<br/>Date for Vacation</u> | <u>County Title</u>                | <u>Schedule/<br/>Step</u> | <u>Salary</u> | <u>County Anniversary<br/>Date for<br/>Vacation/Salary</u> |
|----------------------------------|-----------------------------------|--|---|------------------------------------|---------------------------|---------------|--|
| Toussant, Ivory<br>434-32-9515   | Equipment Operator                | \$1,444.00<br>Flat rate                                    | <u>1/5/62</u>                                 | Power<br>Equipment<br>Operator     | 38AW2/5                   | \$1,456.00    | <u>1/1/62</u>  |
| Washington, Alton<br>437-60-1633 | Maintenance Laborer               | 785.92<br>35/3   | <u>7/30/72</u>                                | Grounds<br>Maintenance<br>Worker I | 18A/4                     | 797.00        | <u>8/1/73</u><br>8/1                                       |
| Wright, Donald<br>370-66-2448    | Gardener Caretaker                | 834.60<br>37/5   | <u>11/8/71</u>                                | Grounds<br>Maintenance<br>Worker I | 18A/5                     | 842.00        | <u>11/1/71</u>   |
| PARK SERVICES SERIES             |                                   |  |   |                                    |                           |               |  |
| Race, Ramon<br>646-32-4112       | Senior Park Services<br>Attendant | 1,105.54<br>43/5   | <u>8/7/64</u>                                 | Parking<br>Supervisor,<br>Beaches  | 29D/5                     | 1,115.45      | <u>8/1/64</u>  |
| CLERICAL SERIES                  |                                   |  |   |                                    |                           |               |  |
| Simmons, Sharon<br>565-73-1310   | Senior Clerk<br>Stenographer      | 839.14<br>34/5   | <u>4/8/63</u>                                 | Intermediate<br>Stenographer       | 15JN2/5                   | 791.27        | <u>4/1/63</u>  |

Each employee shall be eligible on the first day of the specified month for the number of days of vacation allowed in Table I, III, IV, 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.

## SEASONAL LIFEGUARD EMPLOYEES

City Title: Seasonal Beach Lifeguard  
 County Title: Beach Lifeguard I, Schedule 28B

| Name/Social Security No.      | City Salary |            | County Salary |
|-------------------------------|-------------|------------|---------------|
|                               | Hourly      | Monthly    | Monthly       |
| Acker, C. - 552-74-0192       | \$6.19      | \$1,077.06 | \$1,109.82    |
| Adamson, K. - 557-54-3974     | 6.19        | 1,077.06   | 1,109.82      |
| Allen, Tom - 572-76-2063      | 6.19        | 1,077.06   | 1,109.82      |
| Anderson, D. - 528-62-8615    | 5.55        | 965.70     | 994.55        |
| Armstrong, G. - 554-86-4970   | 5.25        | 913.50     | 942.36        |
| Atkins, D. - 565-19-8828      | 4.97        | 864.78     | 891.27        |
| Atkins, K. - 548-88-6642      | 5.55        | 965.70     | 994.55        |
| Balent, J. - 573-80-8580      | 5.25        | 913.50     | 942.36        |
| Barker, W. - 567-72-7828      | 5.25        | 913.50     | 942.36        |
| Barnes, F. - 557-60-9067      | 5.25        | 913.50     | 942.36        |
| Bartlett, R. - 571-64-4111    | 5.86        | 1,019.64   | 1,050.64      |
| Bartley, R. - 557-92-2089     | 5.25        | 913.50     | 942.36        |
| Berson, R. - 546-56-2733      | 6.19        | 1,077.06   | 1,109.82      |
| Bird, J. - 549-52-0649        | 6.19        | 1,077.06   | 1,109.82      |
| Bitler, C. - 551-76-5225      | 5.25        | 913.50     | 942.36        |
| Bitler, M. - 558-92-6494      | 4.97        | 864.78     | 891.27        |
| Blivas, L. - 546-74-6370      | 5.25        | 913.50     | 942.36        |
| Bonann, G. - 567-82-1892      | 5.25        | 913.50     | 942.36        |
| Brady, J. - 565-12-1548       | 6.19        | 1,077.06   | 1,109.82      |
| Brown, J. - 546-50-7541       | 5.86        | 1,019.64   | 1,050.64      |
| Burich, J. - 545-44-5157      | 6.19        | 1,077.06   | 1,109.82      |
| Butts, E. - 565-86-7133       | 5.25        | 913.50     | 942.36        |
| Caldwell, C. - 549-90-5614    | 5.25        | 913.50     | 942.36        |
| Caldwell, M. - 545-84-2052    | 5.25        | 913.50     | 942.36        |
| Camerena, R. - 556-78-1377    | 5.25        | 913.50     | 942.36        |
| Carey, R. - 565-70-6527       | 5.86        | 1,019.64   | 1,050.64      |
| Chambers, R. - 559-26-1672    | 6.19        | 1,077.06   | 1,109.82      |
| Christensen, J. - 561-70-0713 | 4.97        | 864.78     | 891.27        |
| Clark, B. - 565-74-7208       | 4.97        | 864.78     | 891.27        |
| Cody, W. - 558-72-7444        | 4.97        | 864.78     | 891.27        |
| Collins, R. - 568-82-9525     | 5.55        | 965.70     | 994.55        |
| Crook, A. - 571-86-8614       | 4.97        | 864.78     | 891.27        |
| Crum, J. - 588-92-3685        | 5.25        | 913.50     | 942.36        |
| Davis, D. - 554-58-1570       | 5.55        | 965.70     | 994.55        |
| Deal, O. - 551-76-6064        | 5.86        | 1,019.64   | 1,050.64      |
| DeBello, P. - 264-56-5181     | 6.19        | 1,077.06   | 1,109.82      |
| DeSimone, P. - 571-86-9479    | 5.55        | 965.70     | 994.55        |
| Dewitt, J. - 567-86-7981      | 5.25        | 913.50     | 942.36        |
| Dickson, L. - 570-94-9961     | 5.25        | 913.50     | 942.36        |
| Dixon, P. - 557-76-2670       | 6.19        | 1,077.06   | 1,109.82      |
| Dobra, J. - 550-98-2979       | 4.97        | 864.78     | 891.27        |
| Doman, T. - 556-78-1896       | 6.19        | 1,077.06   | 1,109.82      |
| Dorsey, M. - 570-76-2180      | 5.25        | 913.50     | 942.36        |
| Draves, D. - 483-18-3148      | 6.19        | 1,077.06   | 1,109.82      |
| Dunford, R. - 540-52-1064     | 4.97        | 864.78     | 891.27        |

| Name/Social Security No.      | City Sala. |            | County Salary |
|-------------------------------|------------|------------|---------------|
|                               | Hourly     | Monthly    | Monthly       |
| Dunnigan, H. - 547-32-6031    | \$6.19     | \$1,077.06 | \$1,109.82    |
| Eden, A. - 567-48-7528        | 6.19       | 1,077.06   | 1,109.82      |
| Eidson, R. - 548-44-5394      | 6.19       | 1,077.06   | 1,109.82      |
| Escalante, H. - 545-13-1595   | 4.97       | 864.78     | 891.27        |
| Eurs, M. - 557-06-5499        | 4.97       | 864.78     | 891.27        |
| Farnady, D. - 568-44-1414     | 6.19       | 1,077.06   | 1,109.82      |
| Fassnacht, H. - 572-21-2947   | 4.97       | 864.78     | 891.27        |
| Fay, R. - 556-34-2082         | 6.19       | 1,077.06   | 1,109.82      |
| Fernando, S. - 561-86-7758    | 4.97       | 864.78     | 891.27        |
| Fickerson, B. - 549-20-0979   | 6.19       | 1,077.06   | 1,109.82      |
| Finucane, T. - 569-74-7366    | 5.55       | 965.70     | 994.55        |
| Flanagan, T. - 459-68-2785    | 6.19       | 1,077.06   | 1,109.82      |
| Fletcher, M. - 568-40-3665    | 6.19       | 1,077.06   | 1,109.82      |
| Frykberg, R. - 565-82-9454    | 5.86       | 1,019.64   | 1,050.64      |
| Gage, M. - 556-90-3473        | 5.25       | 913.50     | 942.36        |
| Gallagher, W. - 556-94-2023   | 5.25       | 913.50     | 942.36        |
| Gauna, E. - 560-48-7730       | 6.19       | 1,077.06   | 1,109.82      |
| Gensley, J. - 561-94-2848     | 4.97       | 864.78     | 891.27        |
| Gietl, R. - 167-24-4054       | 6.19       | 1,077.06   | 1,109.82      |
| Goldsmith, J. - 561-50-5362   | 6.19       | 1,077.06   | 1,109.82      |
| Goldstein, J. - 556-66-5203   | 6.19       | 1,077.06   | 1,109.82      |
| Goodwin, B. - 565-66-6060     | 5.25       | 913.50     | 942.36        |
| Griffin, D. - 547-96-2976     | 5.25       | 913.50     | 942.36        |
| Gruber, M. - 568-44-3186      | 6.19       | 1,077.06   | 1,109.82      |
| Hart, T. - 554-54-0469        | 6.19       | 1,077.06   | 1,109.82      |
| Harwick, B. - 566-86-5136     | 5.55       | 965.70     | 994.55        |
| Howe, R. - 548-80-7249        | 5.25       | 913.50     | 942.36        |
| Hughes, B. - 558-74-4278      | 5.55       | 965.70     | 994.55        |
| Hughes, G. - 547-72-6052      | 5.55       | 965.70     | 994.55        |
| Hunter, I. - 559-80-9540      | 5.55       | 965.70     | 994.55        |
| Imberman, L. - 559-72-8076    | 4.97       | 864.78     | 891.27        |
| Johnson, J. - 563-76-9328     | 6.19       | 1,077.06   | 1,109.82      |
| Johnson, R. - 568-72-9840     | 5.25       | 913.50     | 942.36        |
| Judd, C. - 558-82-2082        | 5.25       | 913.50     | 942.36        |
| Kiesewetter, T. - 561-98-8458 | 5.25       | 913.50     | 942.36        |
| King, J. - 558-02-2800        | 5.25       | 913.50     | 942.36        |
| Kohler, J. - 548-76-0699      | 4.97       | 864.78     | 891.27        |
| Kraus, L. - 557-46-9465       | 5.86       | 1,019.64   | 1,050.64      |
| Lansberg, C. - 564-06-8072    | 4.97       | 864.78     | 891.27        |
| Lee, R. - 547-74-5710         | 4.97       | 864.78     | 891.27        |
| Liberty, C. - 560-58-4872     | 6.19       | 1,077.06   | 1,109.82      |
| Lichtig, S. - 567-96-9104     | 5.25       | 913.50     | 942.36        |
| Locko, C. - 358-46-6199       | 4.97       | 864.78     | 891.27        |
| Love, E. - 571-66-9447        | 4.97       | 864.78     | 891.27        |
| Mark, R. - 572-76-4022        | 6.19       | 1,077.06   | 1,109.82      |
| Matesich, J. - 565-48-0127    | 6.19       | 1,077.06   | 1,109.82      |
| Maurer, B. - 565-66-7699      | 5.55       | 965.70     | 994.55        |
| McCafferty, J. - 553-76-7317  | 6.19       | 1,077.06   | 1,109.82      |
| McCall, J. - 550-84-8493      | 4.97       | 864.78     | 891.27        |

| Name/Social Security No.    | City Salary |           | County Salary |
|-----------------------------|-------------|-----------|---------------|
|                             | Hourly      | Monthly   | Monthly       |
| McCarty, P. - 562-62-0519   | \$5.55      | \$ 965.70 | \$ 994.55     |
| McCluskey, K. - 562-92-5642 | 4.97        | 864.78    | 891.27        |
| McConnel, J. - 548-80-5037  | 5.86        | 1,019.64  | 1,050.64      |
| McCormack, K. - 549-90-6168 | 4.97        | 864.78    | 891.27        |
| McIndoe, R. - 573-64-7884   | 5.55        | 965.70    | 994.55        |
| McNulty, T. - 548-54-8001   | 6.19        | 1,077.06  | 1,109.82      |
| Mirkovich, M. - 564-84-7316 | 4.97        | 864.78    | 891.27        |
| Mollica, J. - 566-48-7655   | 5.25        | 913.50    | 942.36        |
| Moryl, J. - 568-72-2349     | 4.97        | 864.78    | 891.27        |
| Norris, J. - 573-80-5062    | 5.25        | 913.50    | 942.36        |
| Nowell, K. - 576-34-2564    | 4.97        | 864.78    | 891.27        |
| O'Connor, R. - 550-44-7821  | 6.19        | 1,077.06  | 1,109.82      |
| Ogier, B. - 566-86-6152     | 5.55        | 965.70    | 994.55        |
| Onsgard, E. - 561-92-7781   | 5.25        | 913.50    | 942.36        |
| Orr, R. - 563-32-9843       | 6.19        | 1,077.06  | 1,109.82      |
| Overacker, R. - 673-38-6999 | 6.19        | 1,077.06  | 1,109.82      |
| Overmire, T. - 560-66-6634  | 5.25        | 913.50    | 942.36        |
| Pappas, L. - 568-54-4777    | 6.19        | 1,077.06  | 1,109.82      |
| Pappas, V. - 565-48-0121    | 6.19        | 1,077.06  | 1,109.82      |
| Perez, M. - 223-66-8515     | 5.25        | 913.50    | 942.36        |
| Powell, T. - 554-86-0424    | 5.55        | 965.70    | 994.55        |
| Powers, W. - 570-64-6635    | 5.25        | 913.50    | 942.36        |
| Rados, R. - 550-04-1298     | 4.97        | 864.78    | 891.27        |
| Renaud, J. - 566-60-9232    | 4.97        | 864.78    | 891.27        |
| Reynolds, S. - 557-54-2339  | 6.19        | 1,077.06  | 1,109.82      |
| Rich, A. - 571-64-2404      | 5.25        | 913.50    | 942.36        |
| Riddle, R. - 562-46-5908    | 6.19        | 1,077.06  | 1,109.82      |
| Rinehart, P. - 567-70-4561  | 5.55        | 965.70    | 994.55        |
| Ruppert, S. - 569-70-2619   | 5.25        | 913.50    | 942.36        |
| Sampson, G. - 558-58-7197   | 6.19        | 1,077.06  | 1,109.82      |
| Sayer, J. - 551-76-1985     | 4.97        | 864.78    | 891.27        |
| Schnabel, T. - 567-66-9026  | 5.86        | 1,019.64  | 1,050.64      |
| Seaman, R. - 552-74-4436    | 5.25        | 913.50    | 942.36        |
| Seidel, G. - 564-84-2943    | 5.25        | 913.50    | 942.36        |
| Seidel, W. - 564-84-2945    | 4.97        | 864.78    | 891.27        |
| Sharp, G. - 567-70-1220     | 5.25        | 913.50    | 942.36        |
| Sharp, S. - 570-88-1508     | 5.25        | 913.50    | 942.36        |
| Shifren, N. - 568-82-8420   | 4.97        | 864.78    | 891.27        |
| Sinclair, S. - 553-86-8086  | 4.97        | 864.78    | 891.27        |
| Sjostrand, M. - 551-74-8905 | 5.25        | 913.50    | 942.36        |
| Slatton, J. - 565-74-8546   | 4.97        | 864.78    | 891.27        |
| Slatton, J. - 570-94-7167   | 5.25        | 913.50    | 942.36        |
| Smith, G. - 573-84-5314     | 4.97        | 864.78    | 891.27        |
| Snyder, K. - 564-98-0079    | 4.97        | 864.78    | 891.27        |
| Snyder, T. - 558-82-1042    | 5.25        | 913.50    | 942.36        |
| Steigely, R. - 559-80-2633  | 5.55        | 965.70    | 994.55        |
| Stevenson, R. - 553-36-7220 | 6.19        | 1,077.06  | 1,109.82      |
| Sutton, M. - 549-06-7785    | 4.97        | 864.78    | 891.27        |
| Thomas, J. - 557-80-1891    | 5.55        | 965.70    | 994.55        |

Attachment B

| Name/Social Security No.      | City Sal |            | County Salary |
|-------------------------------|----------|------------|---------------|
|                               | Hourly   | Monthly    | Monthly       |
| Thomas, J. - 562-58-4711      | \$5.86   | \$1,019.64 | \$1,050.64    |
| Thomas, M. - 551-76-2499      | 5.25     | 913.50     | 942.36        |
| Tomich, A. - 558-26-1118      | 6.19     | 1,077.06   | 1,109.82      |
| Topar, P. - 573-74-6188       | 5.25     | 913.50     | 942.36        |
| Turnbull, B. - 554-74-7208    | 5.86     | 1,019.64   | 1,050.64      |
| Vowels, R. - 547-58-7073      | 5.25     | 913.50     | 942.36        |
| Vowels, Wm. - 547-58-7076     | 4.97     | 864.78     | 891.27        |
| Wall, G. - 573-72-8720        | 5.25     | 913.50     | 942.36        |
| Watson, R. - 551-80-9485      | 5.55     | 965.70     | 994.55        |
| Wells, G. - 545-66-5951       | 5.55     | 965.70     | 994.55        |
| Weston, J. - 562-90-0142      | 5.55     | 965.70     | 994.55        |
| Whitcher, G. - 556-78-4076    | 5.55     | 965.70     | 994.55        |
| Whittington, M. - 549-74-8263 | 5.86     | 1,019.64   | 1,050.64      |
| Willey, D. - 566-48-9086      | 6.19     | 1,077.06   | 1,109.82      |
| Williams, E. - 568-32-5161    | 6.19     | 1,077.06   | 1,109.82      |
| Wilson, R. - 572-80-4255      | 5.25     | 913.50     | 942.36        |
| Wright, D. - 545-66-3156      | 6.19     | 1,077.06   | 1,109.82      |
| Yelovich, P. - 557-64-1130    | 5.86     | 1,019.64   | 1,050.64      |
| Graner, S. - 556-84-7347      | 4.97     | 864.78     | 891.27        |
| Hook, J. - 546-82-5911        | 5.86     | 1,019.64   | 1,050.64      |
| Koenig, M. - 566-86-6949      | 5.55     | 965.70     | 994.55        |
| Campos, G. - 550-94-5326      | 5.55     | 965.70     | 994.55        |

The information provided on this Attachment B is accurate as of May 8, 1975. Additional time earned subsequent to May 8, 1975 but prior to the effective date by any City employee listed herein shall be considered by County in determining step placement for such employee in accordance with the terms of this Agreement.

SEASONAL PARK SERVICE EMPLOYEES

City Title: Park Service Attendant  
 County Title: Parking Lot Attendant,  
 Recurrent Salary Schedule 12FNBB

| Name/Social Security No.     | City Salary |           | County Salary |
|------------------------------|-------------|-----------|---------------|
|                              | Hourly      | Monthly   | Monthly       |
| Castellano, J. - 545-44-5639 | \$5.11      | \$ 889.14 | \$ 724.19     |
| Gaydowski, R. - 559-60-1144  | 5.11        | 889.14    | 724.19        |
| Sabel, T. - 572-76-2545      | 4.84        | 842.16    | 724.19        |
| Webb, L. - 546-50-7331       | 4.84        | 842.16    | 724.19        |

City Title: Assistant Park Service Attendant  
 County Title: Parking Lot Attendant,  
 Recurrent Salary Schedule 12FNBB

|                             |      |        |        |
|-----------------------------|------|--------|--------|
| Baskovich, G. - 559-80-9193 | 3.59 | 624.66 | 650.58 |
| Clemens, A. - 275-09-9188   | 3.59 | 624.66 | 650.58 |
| Hoff, C. - 527-58-7124      | 3.59 | 624.66 | 650.58 |
| Haggstrom, R. - 568-82-0998 | 2.89 | 502.86 | 584.55 |
| Jaffe, D. - 558-72-0161     | 2.89 | 502.86 | 584.55 |
| Safonov, G. - 567-82-8696   | 2.89 | 502.86 | 584.55 |
| Sparer, M. - 104-01-6332    | 3.59 | 624.66 | 650.58 |
| Victorin, A. - 556-94-2186  | 2.89 | 502.86 | 584.55 |
| Yee, Kait M. - 550-94-3186  | 2.89 | 502.86 | 584.55 |

LOS ANGELES CITY BEACH GRADING INVENTORY

LIFEGUARD, MAINTENANCE AND OTHERS LOG  
VEHICLE AND TOOL EQUIPMENT

| <u>City</u><br><u>Decal</u><br><u>Number</u> | <u>Description</u>           |
|--|------------------------------|
| 16737  | Travelall                    |
| 22305  | Truck, Dump, 2-1/2 Ton       |
| 22370  | Truck, Dump, w/Hoist & Pumps |
| 22397  | Truck, Dump                  |
| 24360  | Flusher                      |
| 22593  | Truck, Dump                  |
| 22594  | Truck, Dump, 2-1/2 Ton       |
| 22595  | Truck, Dump                  |
| 22691  | Truck, Dump                  |
| 22863  | Truck, Dump                  |
| 22865  | Truck, Dump                  |
| 24343  | Sweeper                      |
| 26019  | Chevrolet Pickup             |
| 26020  | Chevrolet Pickup             |
| 26121  | Chevrolet Pickup             |
| 26022  | Chevrolet Pickup             |
| 26023  | Chevrolet Pickup             |
| 26176  | I.R.C. Scout                 |
| 26195  | Truck, Pickup, 1/2 Ton       |
| 26371  | Truck, Pickup                |
| 26515  | Dodge Pickup                 |
| 26616  | Dodge Pickup                 |
| 26610  | Dodge Pickup                 |
| 26619  | Truck, Pickup, 1/2 Ton       |
| 26670  | Pickup (Jeep)                |
| 26755  | Scout                        |
| 26756  | Scout                        |
| 26757  | Scout                        |
| 26758  | Scout                        |
| 26939  | Pickup                       |
| 26942  | Pickup                       |
| 27430  | Van                          |
| 27456  | Van                          |
| 27598  | Van, Lodge                   |
| 44517  | Tractor                      |
| 44630  | Tractor                      |
| 44630  | Tractor                      |
| 44721  | Tractor                      |
| 44735  | Tractor                      |
| 44737  | Tractor                      |
| 44775  | Tractor                      |
| 44777  | Tractor                      |
| 44843  | Tractor                      |
| 44844  | Tractor                      |

Attachment C, Schedule 1

City  
Vessel  
Number

Description

|       |                          |
|-------|--------------------------|
| 64852 | Tractor, 9000            |
| 52012 | Trailer                  |
| 59154 | Trailer                  |
| 59539 | Trailer                  |
| 92433 | Sweeper                  |
| 96400 | Cleaner, Sanitizer       |
| 95401 | Cleaner, Beach Sanitizer |
| 96402 | Cleaner                  |
| 96403 | Cleaner                  |
| 96405 | Cleaner                  |
| 96406 | Cleaner, Beach Trash     |
| 96407 | Cleaner, Beach Trash     |
| 96408 | Cleaner                  |
| 96409 | Cleaner, Beach Trash     |
| 96404 | Cleaner                  |
| 44851 | Tractor                  |
| 298   | Motorcycle               |
| 299   | Motorcycle               |

RESCUE BOAT EQUIPMENT

|       |                       |
|-------|-----------------------|
| 71401 | Rescue Boat, Inflator |
| 74402 | Rescue Boat, Searby   |
| 99882 | Rescue Boat, Dredge   |
| 99895 | Rescue Boat, Shovel   |

LOS ANGELES CITY BEACH OPERATIONS INVENTORY

## LIFEGUARD EQUIPMENT

| <u>QUANTITY</u> | <u>ITEM</u>                    |
|-----------------|--------------------------------|
| 2               | Adding Machines                |
| 3               | Anchors, 9lbs.                 |
| 5               | Anchors, 22lbs.                |
| 2               | Anemometer                     |
| 7               | Auto Hailer                    |
| 8               | Binoculars 7x35                |
| 4               | Boat (2 Man)                   |
| 19              | Board, Rescue                  |
| 2               | Bookcase, metal                |
| 5               | Buoy                           |
| 30              | Chairs, Director               |
| 17              | Chairs, side                   |
| 1               | Chair, Typist                  |
| 12              | Chairs, rotary                 |
| 67              | Chairs, folding                |
| 1               | Compass                        |
| 10              | Desk, double pedestal          |
| 1               | Desk, executive                |
| 3               | Dryer, clothes                 |
| 8               | File, metal (2 drawer)         |
| 1               | File, metal (3 drawer)         |
| 4               | File, metal (4 drawer)         |
| 1               | File, metal (5 drawer)         |
| 13              | Heater, Propane                |
| 2               | Intercom                       |
| 1               | Ladder, extension              |
| 1               | Machine, copy                  |
| 1               | Manikin, training (half body)  |
| 1               | Manikin, training (full body)  |
| 1               | Manikin, training (baby)       |
| 2               | Mat, gym                       |
| 1               | Microphone                     |
| 1               | Mimeograph                     |
| 1               | Mimeo Stand                    |
| 1               | Machine, duplication (stencil) |
| 1               | Projector                      |
| 1               | Projector (slide)              |
| 13              | Regulators, diving             |
| 2               | Refrigerator & stove unit      |
| 12              | Resuscitator                   |
| 11              | Resuscitator, demand valve     |
| 2               | Screen, Projection             |
| 1               | Speaker                        |
| 1               | Speaker, underwater            |
| 20              | Stretcher, aluminum folding    |
| 6               | Stretcher, wire baskets        |
| 20              | Tanks, diving                  |
| 11              | Table, banquet                 |
| 1               | Table, conference              |
| 1               | Table, drafting                |
| 2               | Table, first aid               |
| 1               | Telescope                      |
| 64              | Towers, Lifeguard              |
| 1               | Typewriter                     |
| 1               | Typewriter (electric)          |
| 3               | Vacuum                         |
| 3               | Washer, clothes                |

LOS ANGELES CITY BEACH OPERATIONS INVENTORY

MAINTENANCE EQUIPMENT

| <u>QUANTITY</u> | <u>ITEM</u>        |
|-----------------|--------------------|
| 4               | Bench, work        |
| 115             | Bin, trash         |
| 596             | Cans, trash        |
| 1               | Cart, gardeners    |
| 2               | Chair              |
| 9               | Cleaner, beach     |
| 1               | Compressor         |
| 2               | Desk               |
| 1               | Edger              |
| 3               | Mower              |
| 4               | Rake (16 ft.)      |
| 2               | Rake (14 ft.)      |
| 5               | Rake (12 ft.)      |
| 1               | Rake (8 ft.)       |
| 4               | 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, 2 burners                      |
| 1               | Cooker, hot dog, electric                           |
| 1               | Prep. table with refrigerated garnish               |
| 1               | Table, food warmer                                  |
| 1               | Refrigerator (Koch)                                 |
| 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               | Desk           |
| 1               | File, 4-drawer |
| 3               | Megaphone      |
| 9               | Safe           |
| 1               | Table          |

RECREATIONAL EQUIPMENT

| <u>QUANTITY</u> | <u>ITEM</u>               |
|-----------------|---------------------------|
| 2               | Bars, balancing           |
| 3               | Bars, horizontal          |
| 204             | 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          |

LOS ANGELES CITY BEACH OPERATIONS BATTERY

ELECTRONIC COMMUNICATION EQUIPMENT

| <u>Location</u> | <u>Unit Designation</u>                | <u>Make</u>      | <u>Model #</u> | <u>Serial #</u> | <u>Class #</u> |
|-----------------|--|------------------|----------------|-----------------|----------------|
| Venice          | Base Station                           | General Electric | 400014         | 270059          | 2005           |
| Venice          | Handie Talkie                          | Conco            | 400015         | 5721            | 270055         |
| Venice          | Handie Talkie                          | Conco            | 400016         | 5722            | 270056         |
| Edson           | Shop #26750                            | Motorola         | 400017         | 240007          | 20100          |
| Venice          | Shop #26751                            | Motorola         | 400018         | 240008          | 20100          |
| Edson           | Shop #26752                            | Motorola         | 400019         | 240009          | 20100          |
| Edson           | Shop #26753                            | Motorola         | 400020         | 240010          | 20100          |
| Edson           | Shop #26754                            | Motorola         | 400021         | 240011          | 20100          |
| Edson           | Shop #26755                            | Motorola         | 400022         | 240012          | 20100          |
| Marina Marina   | Boat-Whistle II<br>#10182              | Motorola         | 400023         | 240013          | 20100          |
| Marina Marina   | Boat Whistle II<br>II Marina Radio     | Scandin          | 400024         | 2018            | 2000           |
| Bill Rogers     | Base Station                           | General Electric | 400025         | 270061          | 2007           |
| Bill Rogers     | Shop #26756                            | Motorola         | 400026         | 240014          | 20200          |
| Bill Rogers     | Shop #26757                            | Motorola         | 400027         | 240015          | 20200          |
| Bill Rogers     | Boat Caplana<br>#90005 AM Marina Radio | Kobel            | 400028         | 11034           | 2007           |
| Bill Rogers     | Boat Caplana<br>#90006 AM Marina Radio | Water Filter     | 400029         | -               | 2000           |
| Playa Del Rey   | Base Station                           | General Electric | 400030         | 270062          | 2007           |
| Playa Del Rey   | Remote Control                         | General Electric | 400031         | -               | 2000           |
| Playa Del Rey   | Remote Control                         | General Electric | 400032         | -               | 2000           |
| Playa Del Rey   | Shop #26618                            | Motorola         | 400033         | 240016          | 20100          |
| Playa Del Rey   | Shop #26619                            | Motorola         | 400034         | 240017          | 20100          |
| Playa Del Rey   | Shop #26620                            | Motorola         | 400035         | 240018          | 20200          |
| Playa Del Rey   | Shop #26670                            | Motorola         | 400036         | 240019          | 20100          |
| Playa Del Rey   | Shop #26671                            | Motorola         | 400037         | 240020          | 20100          |
| Playa Del Rey   | Boat Salvador II<br>#74401             | Motorola         | 400038         | 240021          | 20170          |
| Playa Del Rey   | Boat Salvador II<br>AM Marina Radio    | Kobel            | 400039         | 10960           | 2007           |

Attachment C, Schedule B

| <u>Location</u> | <u>Unit Designation</u>                     | <u>Make</u>              | <u>Model #</u> | <u>Serial #</u> | <u>Stock #</u> |
|-----------------|---|--------------------------|----------------|-----------------|----------------|
| Cabrillo        | Base Station                                | General Electric         | 488210         | 214007          | 1010           |
| Cabrillo        | Control Console at<br>Point Fermin          | General Electric         | 48820-1        | -               | 11051          |
| Cabrillo        | Handie Talkie                               | Comco                    | 8002402        | 07127           | 100-21         |
| Cabrillo        | Shop #15737                                 | Motorola                 | RT1001         | 51701           | 101-1          |
| Cabrillo        | Shop #08757                                 | Motorola                 | RT1001         | 113007          | 101-202        |
| Cabrillo        | Shop #11042                                 | Motorola                 | RT1001         | 101018          | 101-1          |
| Cabrillo        | Boat Cabrillo II<br>#74402                  | Motorola                 | RT1001         | 101016          | 101-70         |
| Cabrillo        | Boat Cabrillo II<br>#74402 VHF Marine Radio | Conel                    | NR2750         | 10771           | 1077           |
| Cabrillo        | Boat Cabrillo II<br>#74402 MF Marine Radio  | Conel                    | NR5201         | 11041           | 1104           |
| Playa del Rey   | Salvador II<br>#74401 Marine Radar          | Recca                    | 6001-Flare X   | 101             | 1071           |
| Cabrillo        | Cabrillo II<br>#74401 Marine Radar          | Recca                    | Super 101      | -               | 5971           |
| Playa del Rey   | Boat Salvador II<br>#74401 Depth Finder     | Fathometer<br>(Nacalase) | 10-4           | -               | -              |

Attachment C, Schedule A

10/1/68

CONCESSION AGREEMENTS

1. Refectories, Incorporated and City of LA  
(Cabrillo Beach Fishing Pier)
2. Mrs. Vonceil Fleshman and City of LA  
(Venice Fishing Pier)
3. Mr. Austin Neinhauser 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. Carden Coin Telescopes and City of LA  
(Cabrillo, Venice, Dockweiler Beaches)

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

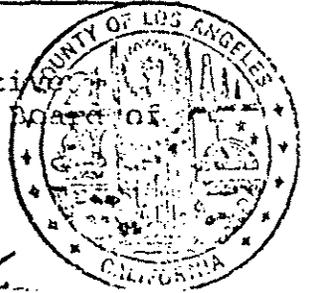
James C. Hayes  
Chairman, Board of Supervisors

I hereby attest that the City of Los Angeles executed the above Agreement on the 20<sup>th</sup> day of May 1975.

I hereby attest that the County of Los Angeles executed the above Agreement on the 20<sup>th</sup> day of May 1975.

Rex E. Layton  
City Clerk

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



By Arthur P. Jensen  
Deputy

Richard Sch...  
Deputy

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

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

By H. Tol

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:

William J. Pines  
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 McHard  
Executive Officer  
Wildlife Conservation Board

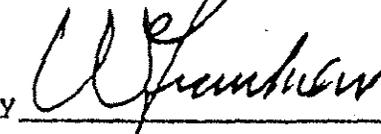
APPROVAL OF PARTIAL ASSIGNMENT OF LEASE  
TO WHITE POINT SEA COAST BATTERY

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

*Contract # 44797*

*6/1/75*

AMENDMENT NO. 1 TO  
JOINT POWERS AGREEMENT  
NO. 25273

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

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

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

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

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

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

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                      ORIGINAL SIGNED  
Mayor

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

City Clerk

By                      ORIGINAL SIGNED  
Deputy

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

By                      ORIGINAL SIGNED

COUNTY OF LOS ANGELES

By Michael H. Antonovich  
Chairman, Board of Supervisors

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

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

By                      ORIGINAL SIGNED  
Deputy

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

By                      ORIGINAL SIGNED



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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Director  
California Department of Parks  
and Recreation

25273

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

Exhibit 1A

This Agreement made this 24th day of May, 1975, 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",

W I T N E S S E T H:

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 I 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 and 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, 1998.

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, 1983.

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 28B, which does not result in a decrease in salary.

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

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 12F NBB, 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 employees transferred  
from City for such length of City service to which said  
employees may be entitled.

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

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

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

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 program, preliminary and final drawing stages for approval by the County Board of Supervisors.

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

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

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

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 S. Mize Chairman, Board of Supervisors

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

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

Rex E. Layton  
City Clerk

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



By Barth Jensen Deputy

Richard L. Sch... Deputy

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

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

By A. J. ...

William Small

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:

Herbert K...  
Director  
California Department of Parks and Recreation

Said Agreement Is No. 44797  
of Contracts:



ADOPTED  
BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

9

MAY 20 1975

*James S. Mize*

JAMES S. MIZE  
EXECUTIVE OFFICER

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

MAY 12 1975

E. LAYTON, Jr. Clerk  
By: *[Signature]*

# COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

## MARVIN BRAUDE BEACH TRAIL GAP CLOSURE

### PROJECT ID NO. RDC0015071

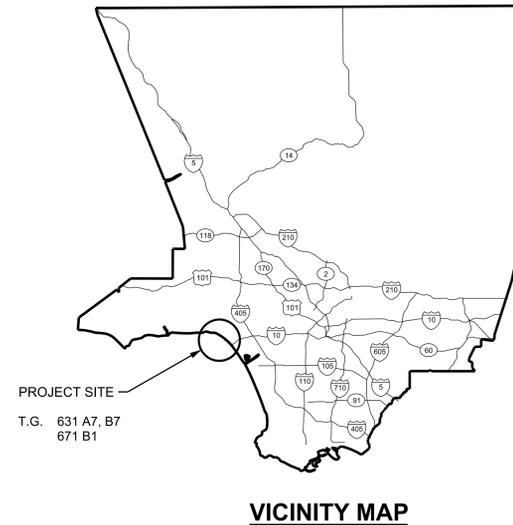
EXHIBIT B

#### INDEX TO PROJECT PLANS

| SH. NO. | DESCRIPTION                                       |
|---------|---|
| 1       | TITLE SHEET                                       |
| 2       | CONSTRUCTION, GENERAL NOTES                       |
| 3       | TYPICAL SECTIONS                                  |
| 4       | MBBT PLAN AND PROFILE - STA 0+00 TO STA 11+00     |
| 5       | MBBT PLAN AND PROFILE - STA 11+00 TO STA 22+25    |
| 6       | MBBT PLAN AND PROFILE - STA 22+25 TO STA 32+16.30 |
| 7       | MBPT PLAN, PROFILE AND TYPICAL SECTIONS           |
| 8       | STORM DRAIN DETAILS                               |
| 9       | RETAINING WALL PROFILE                            |
| 10      | GRADING PLAN, CONCRETE PATH PLAN AND PROFILE      |
| 11      | REST AREA DETAILS                                 |
| 12      | SIGNING AND STRIPING CROSS SECTIONS               |
| 13      | SIGNING AND STRIPING PLAN - STA 0+00 TO 10+00     |
| 14      | SIGNING AND STRIPING PLAN - STA 10+00 TO 21+00    |
| 15      | SIGNING AND STRIPING PLAN - STA 21+00 TO 32+16.30 |

|        |                |
|--------|----------------|
| PLAN B |                |
| PLAN G | LOG OF BORINGS |



DRAFTER: D. LOPEZ  
 DESIGNER: D. TRAN  
 CHECKER: J. LI  
 CADD PROJECT FILE NAME: \$FILES\$

PRIME CONTRACTOR LICENSE REQUIRED: CLASS A

|      | APPROVED BY MARK PESTRELLA, DIRECTOR OF PUBLIC WORKS<br><br>ASSISTANT DEPUTY DIRECTOR      12-21-2020      DATE |             | COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS<br><b>MARVIN BRAUDE BEACH TRAIL<br/>GAP CLOSURE<br/>TITLE SHEET</b><br>PROJECT ID NO. RDC0015071   |      |    |             |  |  |  |  |  |  |  |  |  |
|------|---|-------------|---|------|----|-------------|--|--|--|--|--|--|--|--|--|
|      | RECOMMENDED BY:<br><br>DESIGN TEAM 3      12-21-2020      DATE  |             | <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>DATE</th> <th>MK</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | DATE | MK | DESCRIPTION |  |  |  |  |  |  |  |  |  |
| DATE | MK  | DESCRIPTION |   |      |    |             |  |  |  |  |  |  |  |  |  |
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**CONSTRUCTION LEGEND**

- ② Portland Cement Concrete Pavement on Base Material
- ④ Metal Railing Per 606-4 Type C (Mod)

**CONSTRUCTION NOTES**

1. Standard plans referenced are per the Standard Plans for Public Works Construction (SPPWC) unless otherwise noted.
2. Ground topography based on NGVD 29 DSD Datum & adjusted vertically to match contours.
3. Construct transverse expansion (contact) joints in PCC (Portland Concrete Cement) pavement at 10' interval and per Standard Plan 134-2 at BC and EC of curves and at joins.
4. PCC pavement to join edge of all existing pull boxes.

**CONSTRUCTION SYMBOLS**

- (NO) Indicates work per construction legend
- (Lr) Curve data shown in table on plan
- (NO) Point data shown in table on plan
- <sup>2"</sup>P4 Above Line: Indicates the type of standard or thickness of surface material in inches, Standard Plan variables; curb ramp case, type, section and detail; or tree planting case
- <sup>5"</sup>CMB Below Line: Reference to detail or thickness or base material in inches or tree well case

**STANDARD PLANS**

- SPPWC, 2012 Edition
  - 606-4 Metal Railing Type C (Modified)
- CALTRANS Standard Plans, 2018 Edition
  - D86B Pipe Culvert Headwalls, Endwalls and Warped Wingwalls
  - D89 Pipe Culvert Headwalls - Straight and "L"
  - B3-4B Retaining Wall Type 5 (Case 2)

**REFERENCES**

- Survey Field Notes: PWFB 1917, PG 133-149  
PWL B 1917, PG 18-34

**NON-STANDARD ABBREVIATIONS**

| ABBREVIATION | WORD OR WORDS                  |
|--------------|--------------------------------|
| BB           | Beginning of Bridge            |
| BC           | Beginning of Curve             |
| BM           | Bench Mark                     |
| BVC          | Beginning Of Vertical Curve    |
| CB           | Catch Basin                    |
| CISS         | Cast-In-Steel-Shell            |
| CL           | Center Line                    |
| CMB          | Crushed Miscellaneous Base     |
| CYN          | Canyon                         |
| DIA          | Diameter                       |
| EB           | End Of Bridge                  |
| EC           | End Of Curve                   |
| EL           | Elevation                      |
| EVC          | End Of Vertical Curve          |
| EXIST        | Existing                       |
| LEP          | Left Edge of Pavement          |
| MBBT         | Marvin Braude Bike Trail       |
| MBPT         | Marvin Braude Pedestrian Trail |
| PCC          | Portland Concrete Cement       |
| PED          | Pedestrian                     |
| PI           | Point of Inflection            |
| PT           | Point                          |
| PVMT         | Pavement                       |
| R            | Radius                         |
| REP          | Right Edge of Pavement         |
| SH.          | Sheet                          |
| STA          | Station                        |
| SSD          | Stopping Sight Distance        |
| TRANS.       | Transition                     |

**TOPOGRAPHY LEGEND**

(Edit as needed or delete if not applicable, examples shown below)

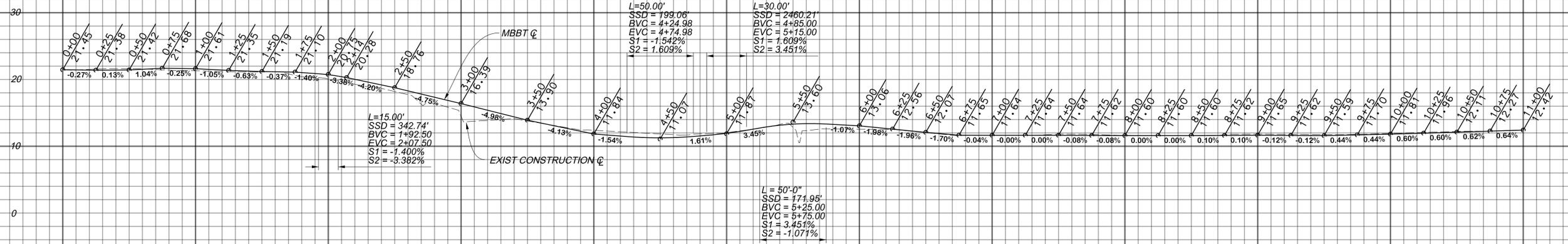
|                    | Existing topography | Proposed improvements |
|--------------------|---------------------|-----------------------|
| Curb               | -----               | =====                 |
| Pavement           | Concrete            | =====                 |
|                    | AC                  | =====                 |
| Barricade          | =====               | =====                 |
| Guy pole           | ⊕                   |                       |
| Guy Wire           | ⊕                   |                       |
| Manhole            | ⊙                   |                       |
| Valve              | ⊙                   |                       |
| Vault              | ⊠                   |                       |
| Brick (Block) Wall | =====               | =====                 |
| Concrete Wall      | =====               | =====                 |
| Top of Slope       |                     | =====                 |
| Toe of Slope       |                     | =====                 |

CAD PROJECT FILE NAME  
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 CHECKER  
 J. LI  
 DESIGNER  
 D. TRAN  
 DRAFTER  
 D. LOPEZ

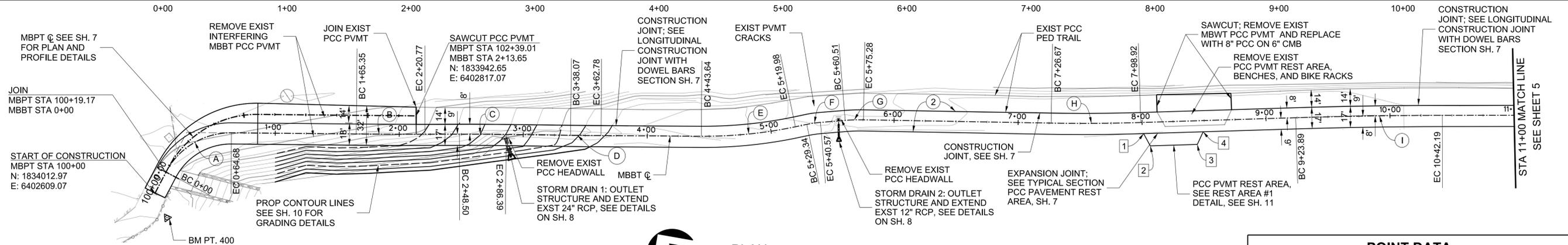
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| REVISIONS   |    |                |   |   |       |
|   |    |                | <br>PROJECT ENGINEER |   |       |
| COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS<br><b>MARVIN BRAUDE BEACH TRAIL</b><br>GAP CLOSURE<br>CONSTRUCTION, GENERAL NOTES<br>PROJECT ID NO. RDC0015071 |    |                |   |   |       |
| DWG   |    | PCA X930001469 | SHEET   | 2 | OF 26 |



SCALE: HOR. 1"= 40"  
VERT. 1"= 8"



PROFILE



PLAN  
SCALE: 1"=40'

CURVE DATA

| CURVE | RADIUS | CENTRAL ANGLE | LENGTH | TANGENT | PI NORTHING  | PI EASTING   |
|-------|--------|---------------|--------|---------|--------------|--------------|
| (A)   | 59'    | 62°48'39"     | 64.68' | 36.02'  | 1,834,038.15 | 6,402,658.10 |
| (B)   | 5000'  | 0°38'07"      | 55.43' | 27.71'  | 1,833,942.37 | 6,402,791.72 |
| (C)   | 2500'  | 0°52'06"      | 37.89' | 18.94'  | 1,833,899.71 | 6,402,852.66 |
| (D)   | 3500'  | 0°24'16"      | 24.71' | 12.36'  | 1,833,851.10 | 6,402,919.91 |
| (E)   | 360'   | 12°08'56"     | 76.33' | 38.31'  | 1,833,774.79 | 6,403,027.04 |
| (F)   | 90'    | 7°08'54"      | 11.23' | 5.62'   | 1,833,753.70 | 6,403,075.99 |
| (G)   | 150'   | 5°38'35"      | 14.77' | 7.39'   | 1,833,737.00 | 6,403,104.39 |
| (H)   | 1500'  | 2°45'35"      | 72.25' | 36.13'  | 1,833,622.15 | 6,403,261.87 |

BENCH MARK:  
PT. 400 EL. 22.66  
N 1,833,991.2897  
E 6,402,605.6545

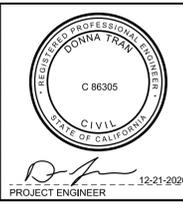
POINT DATA

| POINT | NORTHING     | EASTING      | OFFSET* | STATION |
|-------|--------------|--------------|---------|---------|
| 1     | 1,833,593.62 | 6,403,288.85 | 9'      | 8+01.00 |
| 2     | 1,833,582.52 | 6,403,287.53 | 19'     | 8+06.00 |
| 3     | 1,833,561.64 | 6,403,319.27 | 19'     | 8+44.00 |
| 4     | 1,833,567.24 | 6,403,328.95 | 9'      | 8+49.00 |

\* NOTE:  
OFFSET IS FROM  
MBBT CENTERLINE  
OF ALIGNMENT

CADD PROJECT FILE NAME: \$FILES\$  
 CHECKER: J. LI  
 DESIGNER: D. TRAN  
 DRAFTER: D. LOPEZ

|                      |    |             |
|----------------------|----|-------------|
| DRAWING NUMBER:      |    |             |
| (MARK AS-BUILT HERE) |    |             |
| DATE                 | MK | DESCRIPTION |
| REVISIONS            |    |             |

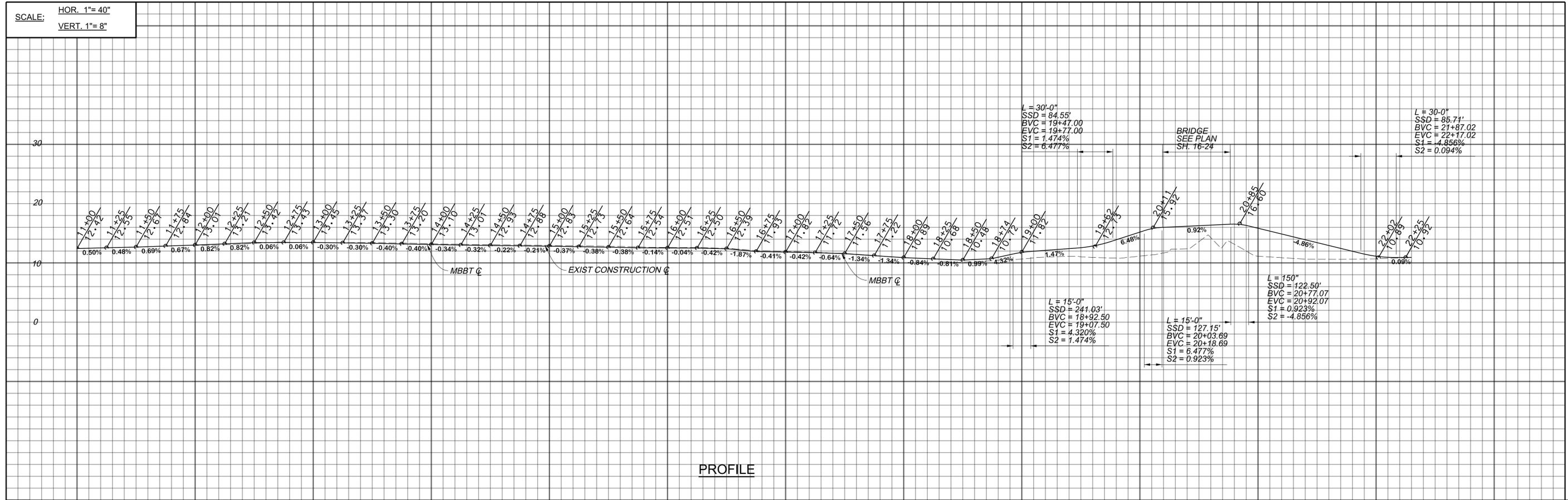


COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

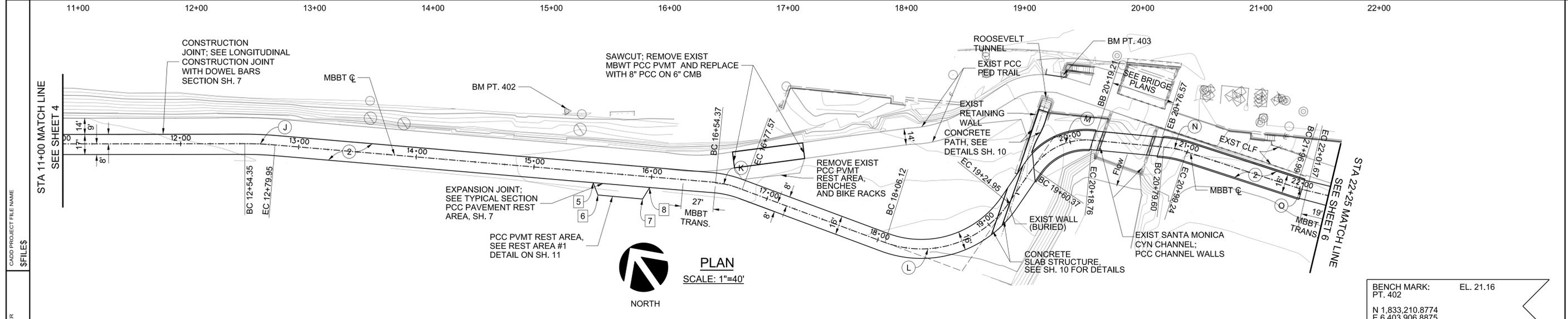
**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
MBBT PLAN AND PROFILE - STA 0+00 TO STA 11+00  
PROJECT ID NO. RDC0015071

DWG: \_\_\_\_\_ PCA: X930001469 SHEET 4 OF 26

SCALE: HOR. 1"= 40"  
VERT. 1"= 8"



PROFILE



PLAN  
SCALE: 1"=40'



BENCH MARK:  
PT. 402  
EL. 21.16  
N 1,833,210.8774  
E 6,403,906.8875

CURVE DATA

| CURVE | RADIUS | CENTRAL ANGLE | LENGTH  | TANGENT | PI NORTHING  | PI EASTING   |
|-------|--------|---------------|---------|---------|--------------|--------------|
| I     | 4000'  | 1°41'41"      | 118.31' | 59.16'  | 1,833,501.08 | 6,403,445.87 |
| J     | 300'   | 4°53'22"      | 25.60'  | 12.81'  | 1,833,337.96 | 6,403,678.51 |
| K     | 90'    | 63°39'43"     | 23.20'  | 11.66'  | 1,833,081.19 | 6,403,983.76 |
| L     | 90'    | 63°39'43"     | 118.83' | 69.88'  | 1,832,908.34 | 6,404,103.17 |
| M     | 55'    | 60°49'28"     | 58.39'  | 32.28'  | 1,832,956.04 | 6,404,232.21 |
| N     | 90'    | 12°30'00"     | 19.63'  | 9.86'   | 1,832,889.11 | 6,404,310.48 |
| O     | 90'    | 4°27'52"      | 9.35'   | 4.68'   | 1,832,799.39 | 6,404,378.00 |

POINT DATA

| POINT | NORTHING     | EASTING      | OFFSET* | STATION  |
|-------|--------------|--------------|---------|----------|
| 5     | 1,833,148.89 | 6,403,890.39 | 9.0'    | 15+50.98 |
| 6     | 1,833,138.03 | 6,403,887.75 | 19'     | 15+55.93 |
| 7     | 1,833,113.51 | 6,403,916.80 | 19'     | 15+94.19 |
| 8     | 1,833,117.90 | 6,403,927.05 | 9.0'    | 15+99.10 |

\* NOTE:  
OFFSET IS FROM  
CENTERLINE  
OF ALIGNMENT

|                      |    |             |
|----------------------|----|-------------|
| DRAWING NUMBER:      |    |             |
| (MARK AS-BUILT HERE) |    |             |
| DATE                 | MK | DESCRIPTION |
|                      |    | REVISIONS   |



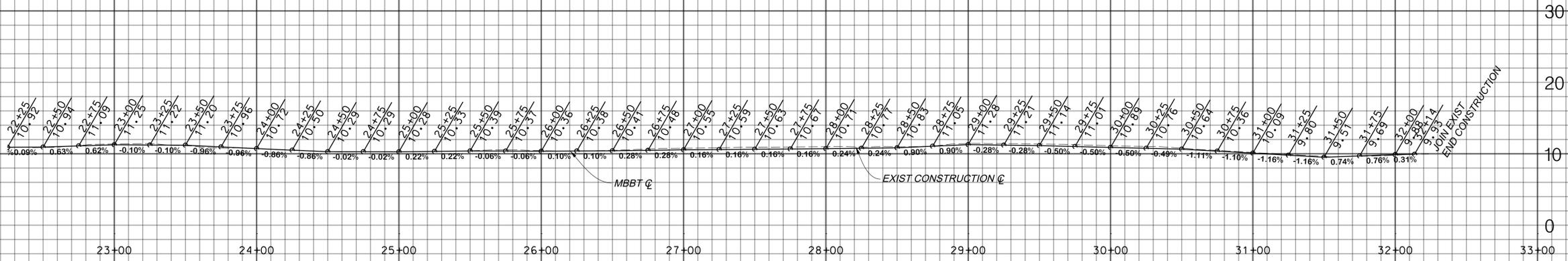
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
MBBT PLAN AND PROFILE - STA 11+00 TO STA 22+25  
PROJECT ID NO. RDC0015071

DWG \_\_\_\_\_ PCA X930001469 SHEET 5 OF 26

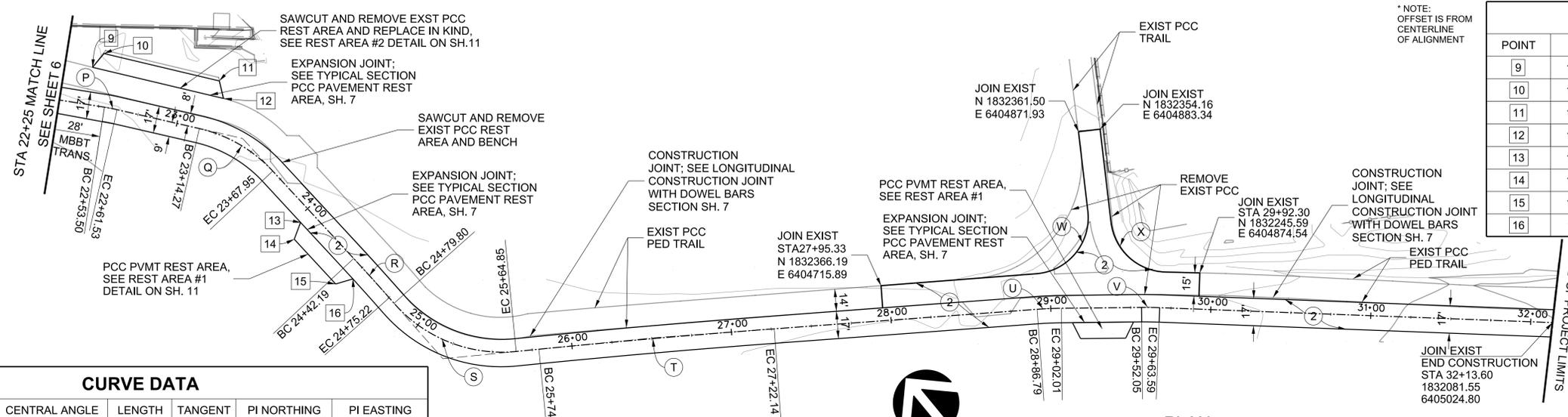
DRAFTER: D. LOPEZ  
 DESIGNER: D. TRAN  
 CHECKER: J. LI  
 \$FILES\$  
 CADD PROJECT FILE NAME

SCALE: HOR. 1"= 40"  
VERT. 1"= 8"



PROFILE

22+00 23+00 24+00 25+00 26+00 27+00 28+00 29+00 30+00 31+00 32+00 33+00



\* NOTE:  
OFFSET IS FROM  
CENTERLINE  
OF ALIGNMENT

POINT DATA

| POINT | NORTHING     | EASTING      | OFFSET* | STATION  |
|-------|--------------|--------------|---------|----------|
| 9     | 1,832,784.38 | 6,404,422.35 | 23.32'  | 22+15.09 |
| 10    | 1,832,786.43 | 6,404,433.34 | 32.92'  | 22+20.82 |
| 11    | 1,832,727.46 | 6,404,478.04 | 31.77'  | 22+91.19 |
| 12    | 1,832,717.44 | 6,404,473.09 | 22.10'  | 22+95.51 |
| 13    | 1,832,627.33 | 6,404,461.23 | 9.0'    | 23+75.97 |
| 14    | 1,832,621.74 | 6,404,451.54 | 19.0'   | 23+80.97 |
| 15    | 1,832,583.82 | 6,404,453.78 | 19.0'   | 24+19.03 |
| 16    | 1,832,579.41 | 6,404,464.06 | 9.0'    | 24+24.04 |

CURVE DATA

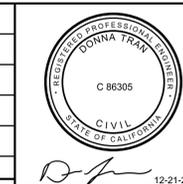
| CURVE | RADIUS | CENTRAL ANGLE | LENGTH  | TANGENT | PI NORTHING  | PI EASTING   |
|-------|--------|---------------|---------|---------|--------------|--------------|
| (P)   | 120'   | 3°50'07"      | 8.03'   | 4.02'   | 1,832,757.51 | 6,404,414.96 |
| (Q)   | 90'    | 34°10'23"     | 53.68'  | 27.66'  | 1,832,690.62 | 6,404,466.46 |
| (R)   | 1300'  | 1°27'19"      | 33.02'  | 16.51'  | 1,832,572.41 | 6,404,473.52 |
| (S)   | 90'    | 54°08'39"     | 85.05'  | 46.00'  | 1,832,505.36 | 6,404,475.83 |
| (T)   | 6000'  | 1°24'33"      | 147.57' | 73.49'  | 1,832,430.59 | 6,404,587.14 |
| (U)   | 240'   | 3°38'00"      | 15.22'  | 7.61'   | 1,832,288.40 | 6,404,787.95 |
| (V)   | 240'   | 2°45'16"      | 11.54'  | 5.77'   | 1,832,248.55 | 6,404,837.29 |
| (W)   | 35'    | 92°22'31"     | 56.42'  | 36.48'  | 1,832,289.13 | 6,404,825.34 |
| (X)   | 35'    | 81°36'42"     | 49.95'  | 30.30'  | 1,832,279.64 | 6,404,835.36 |



PLAN  
SCALE: 1"=40'

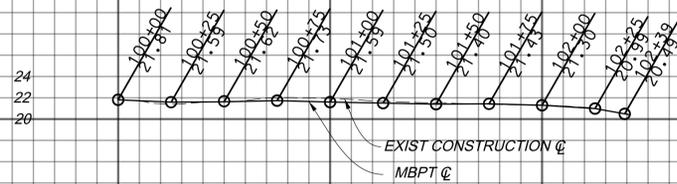
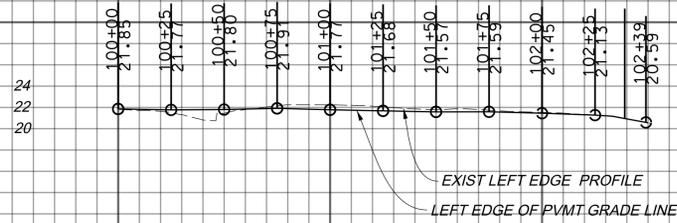
CADD PROJECT FILE NAME: \$FILES\$  
CHECKER: J. LI  
DESIGNER: D. TRAN  
DRAFTER: D. LOPEZ

|                      |    |             |
|----------------------|----|-------------|
| DRAWING NUMBER:      |    |             |
| (MARK AS-BUILT HERE) |    |             |
| DATE                 | MK | DESCRIPTION |
| REVISIONS            |    |             |

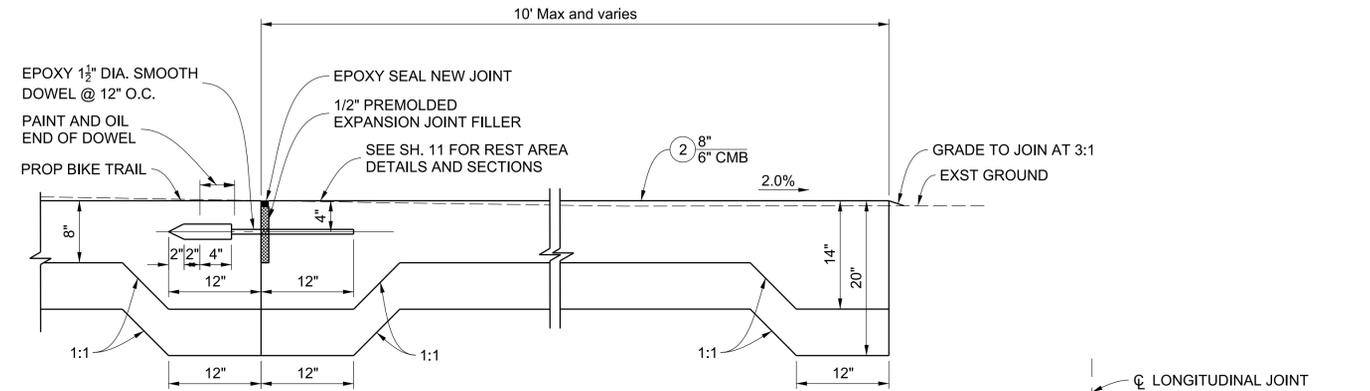


COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
MBBT PLAN AND PROFILE - STA 22+25 TO STA 32+13.60  
PROJECT ID NO. RDC0015071  
DWG \_\_\_\_\_ PCA X930001469 SHEET 6 OF 26

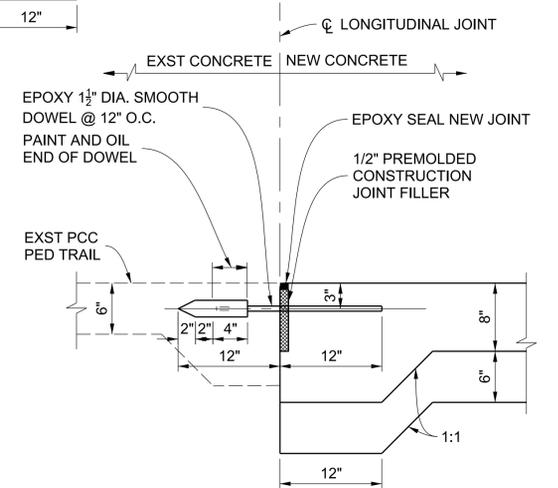
SCALE: HOR. 1"=40"  
VERT. 1"=8"



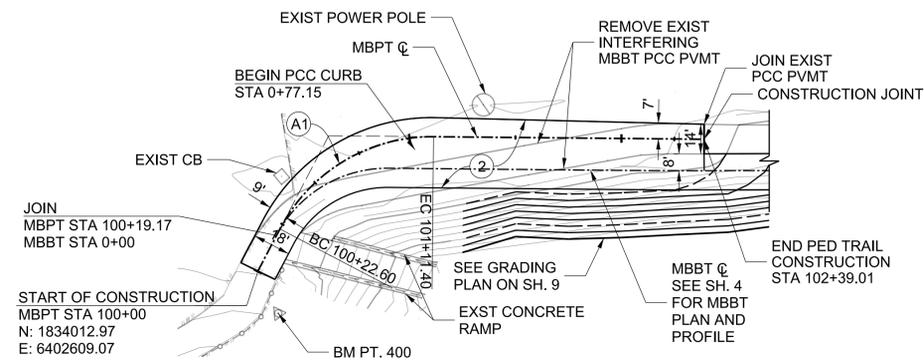
PROFILE



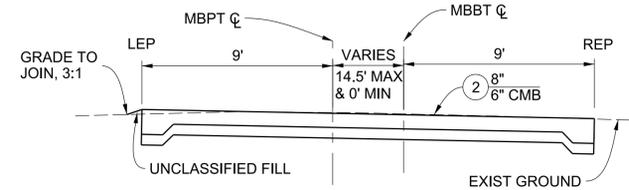
TYPICAL SECTION  
PCC PAVEMENT REST AREA  
STA 8+25, STA 15+75, STA 22+50 AND STA 24+00  
NOT TO SCALE



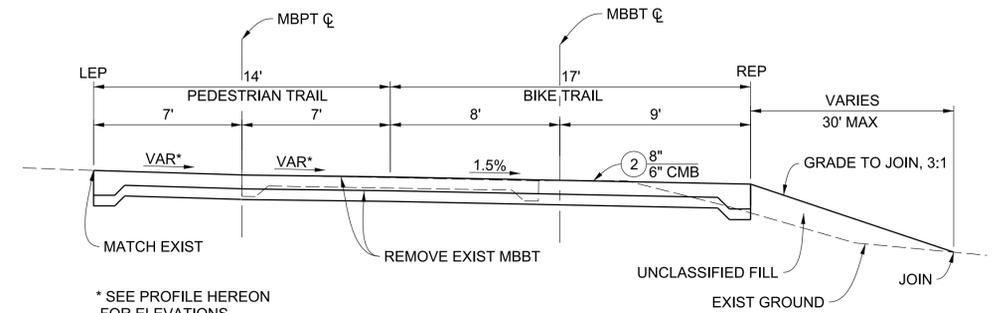
LONGITUDINAL CONSTRUCTION JOINT  
WITH DOWEL BARS SECTION  
NOT TO SCALE



PLAN  
SCALE: 1"=40'  
NORTH



TYPICAL SECTION  
MBPT STA 100+00 TO STA 101+02.08  
MBBT STA 0+00 TO STA 0+77.77  
NOT TO SCALE

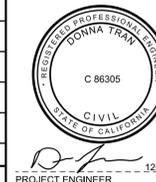


TYPICAL SECTION  
MBPT STA 101+02.08 TO STA 102+39.01  
MBBT STA 0+77.17 TO STA 2+13.65  
NOT TO SCALE

| CURVE DATA |        |               |        |         |              |              |
|------------|--------|---------------|--------|---------|--------------|--------------|
| CURVE      | RADIUS | CENTRAL ANGLE | LENGTH | TANGENT | PI NORTHING  | PI EASTING   |
| (A1)       | 81'    | 62°48'52"     | 88.80' | 49.46'  | 1,834,045.85 | 6,402,673.10 |

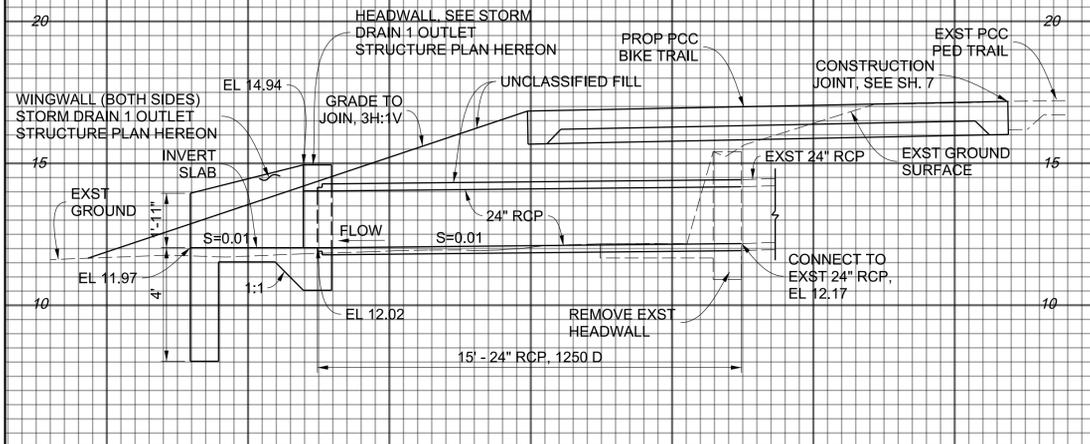
BENCH MARK:  
PT. 400 ELEV. 22.66  
N 1,833,991.2897  
E 6,402,605.6545

|                      |    |             |
|----------------------|----|-------------|
| DRAWING NUMBER:      |    |             |
| (MARK AS-BUILT HERE) |    |             |
| DATE                 | MK | DESCRIPTION |
|                      |    | REVISIONS   |



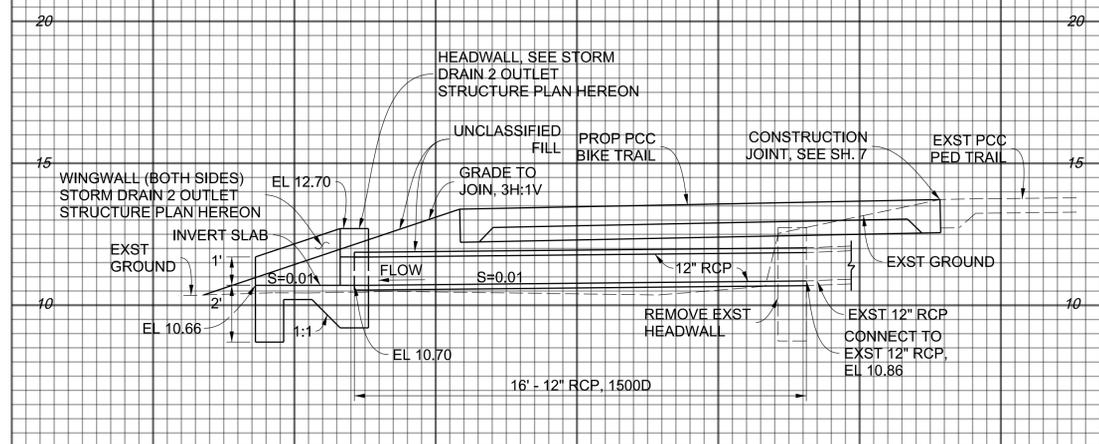
|  |                |               |
|--|----------------|---------------|
| COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS |                |               |
| <b>MARVIN BRAUDE BEACH TRAIL</b><br>GAP CLOSURE  |                |               |
| MBPT PLAN, PROFILE, SECTIONS AND DETAILS         |                |               |
| PROJECT ID NO. RDC0015071                        |                |               |
| DWG  | PCA X930001469 | SHEET 7 OF 26 |

SCALE: HOR. 1"= 3'  
VERT. 1"= 3'

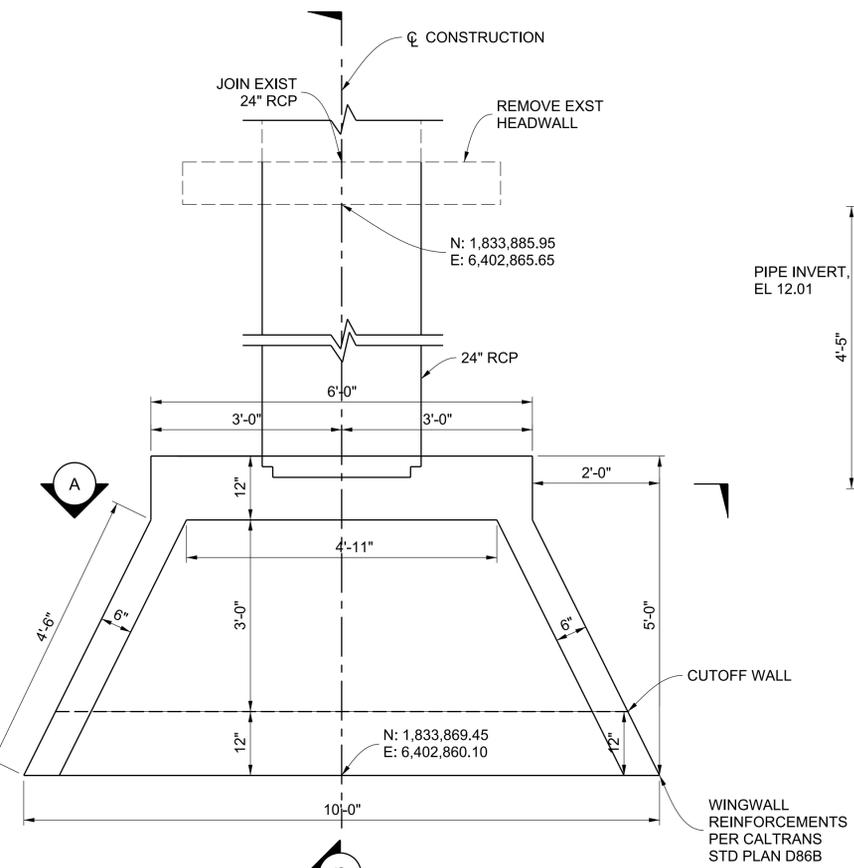


**SECTION B-B  
STORM DRAIN 1 PROFILE**

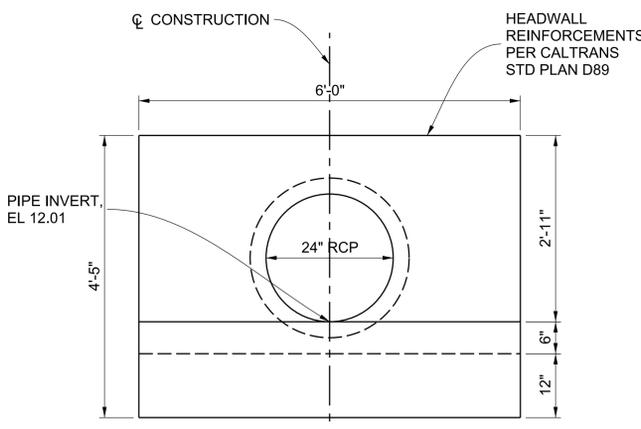
SCALE: HOR. 1"= 3'  
VERT. 1"= 3'



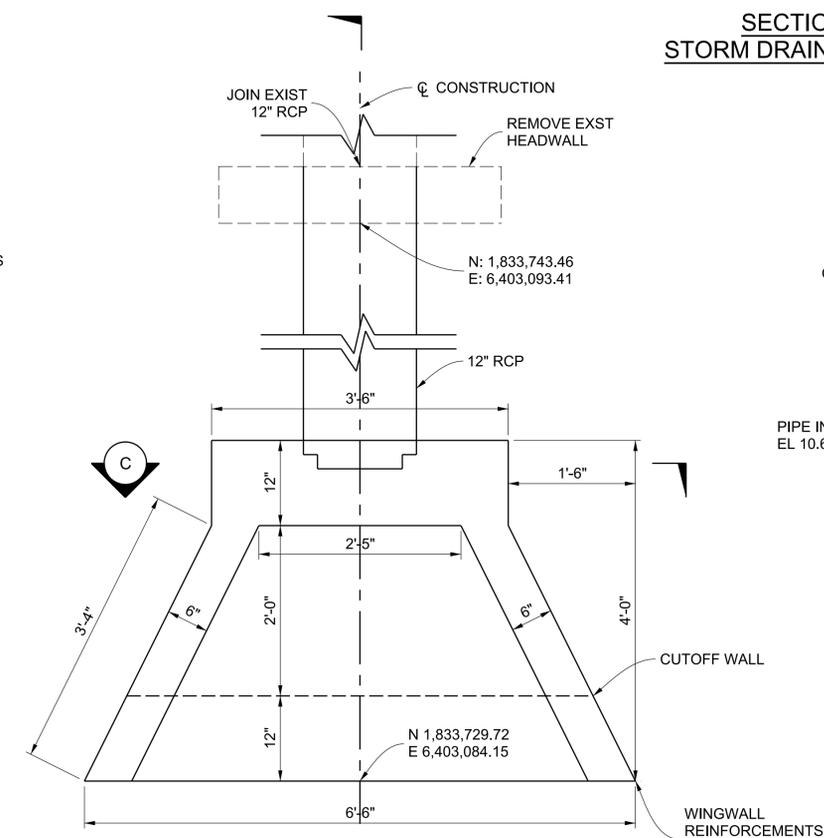
**SECTION D-D  
STORM DRAIN 2 - PROFILE**



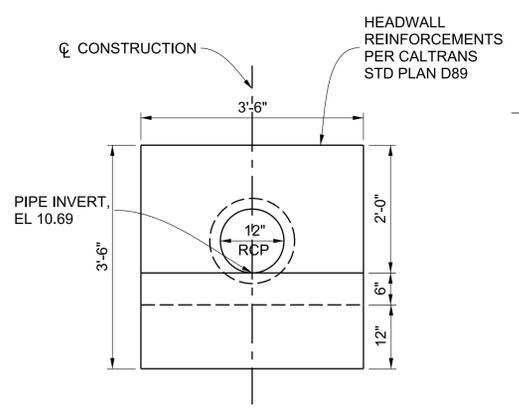
**PLAN - STORM DRAIN 1 OUTLET STRUCTURE  
SCALE: 3/4" = 1'-0"**



**SECTION A-A  
MODIFIED HEADWALL  
SCALE: 3/4" = 1'-0"**



**PLAN - STORM DRAIN 2 OUTLET STRUCTURE  
SCALE: 1" = 1'-0"**



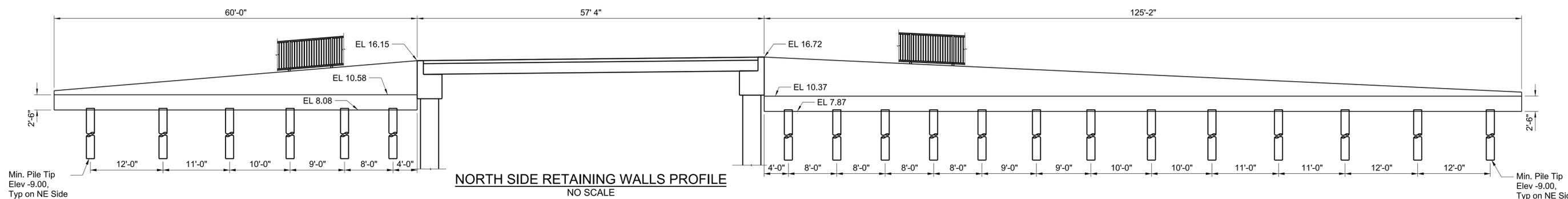
**SECTION C-C  
MODIFIED HEADWALL  
SCALE: 3/4" = 1'-0"**

CADD PROJECT FILE NAME: \$FILES\$  
 CHECKER: J. LI  
 DESIGNER: D. TRAN  
 DRAFTER: D. LOPEZ

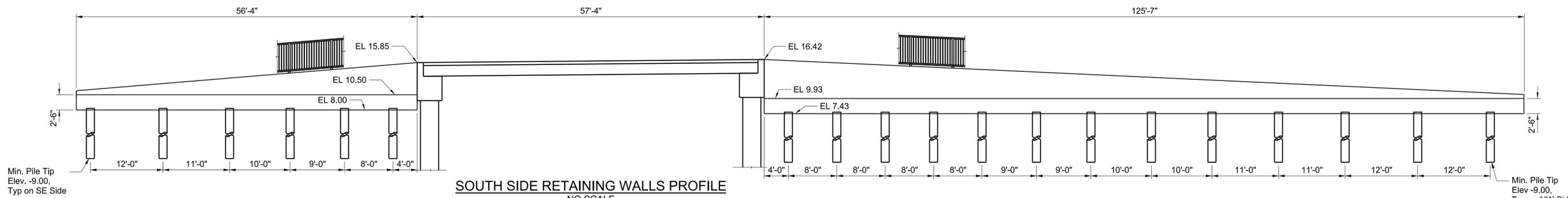
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|----------------------|----|-------------|--|--|
| DRAWING NUMBER:      |    |             |  |  |
| (MARK AS-BUILT HERE) |    |             |  |  |
| DATE                 | MK | DESCRIPTION |  |  |
| REVISIONS            |    |             |  |  |



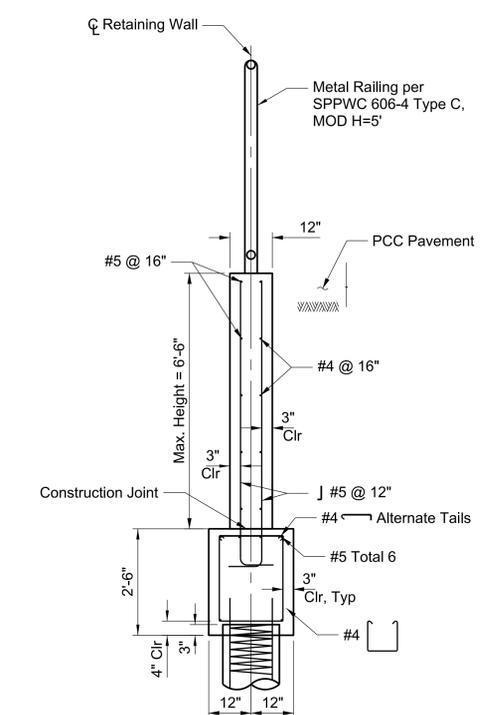
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  
**MARVIN BRAUDE BEACH TRAIL**  
 GAP CLOSURE  
 STORM DRAIN DETAILS  
 PROJECT ID. RDC0015071  
 DWG \_\_\_\_\_ PD X930001469 SHEET 8 OF 26



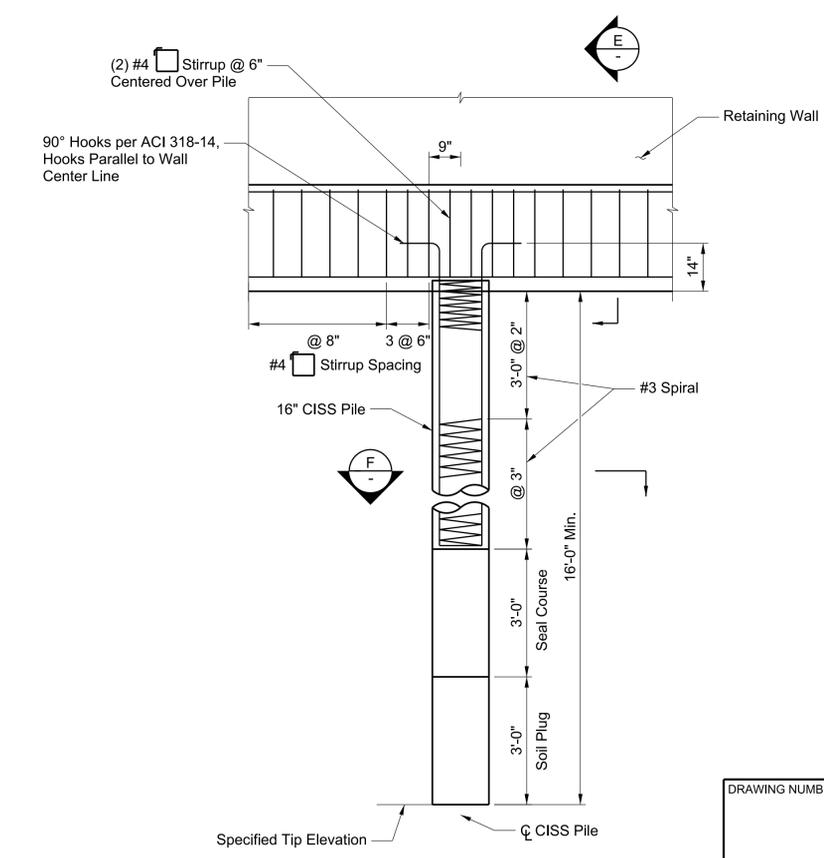
**NORTH SIDE RETAINING WALLS PROFILE**  
NO SCALE



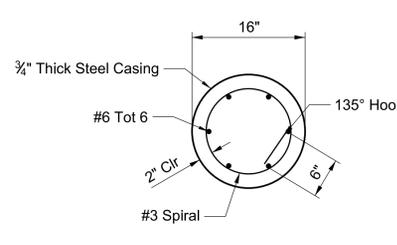
**SOUTH SIDE RETAINING WALLS PROFILE**  
NO SCALE



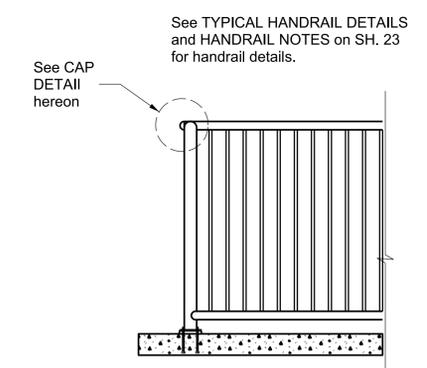
**RETAINING WALL SECTION**  
SCALE: 1/2" = 1'-0"



**CAP BEAM AND PILE DETAILS**  
SCALE: 1/2" = 1'-0"



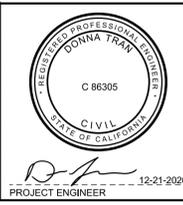
**PILE SECTION**  
SCALE: 1" = 1'-0"



**CAP DETAIL**  
NOT TO SCALE

CAD PROJECT FILE NAME: \$FILES\$  
 CHECKER: J. LI  
 DESIGNER: D. TRAN  
 DRAFTER: D. LOPEZ

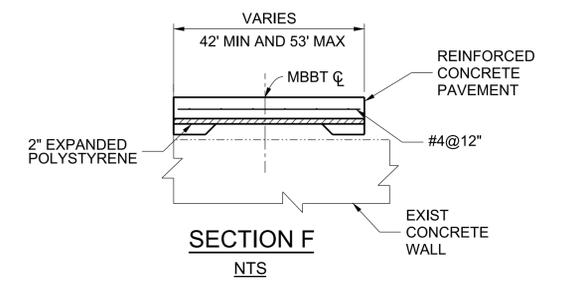
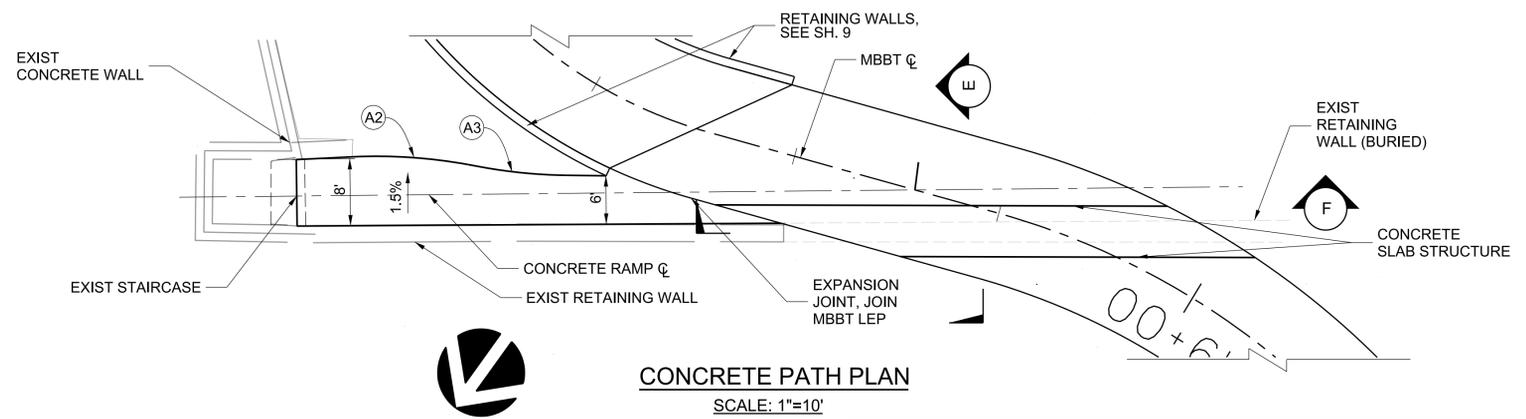
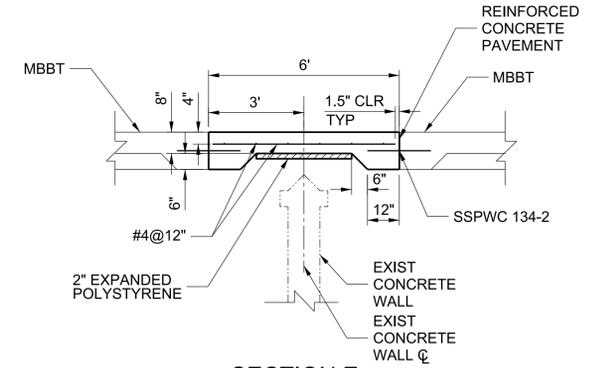
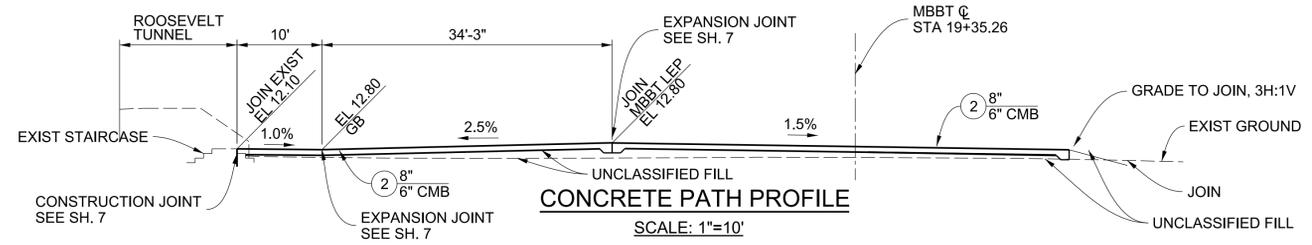
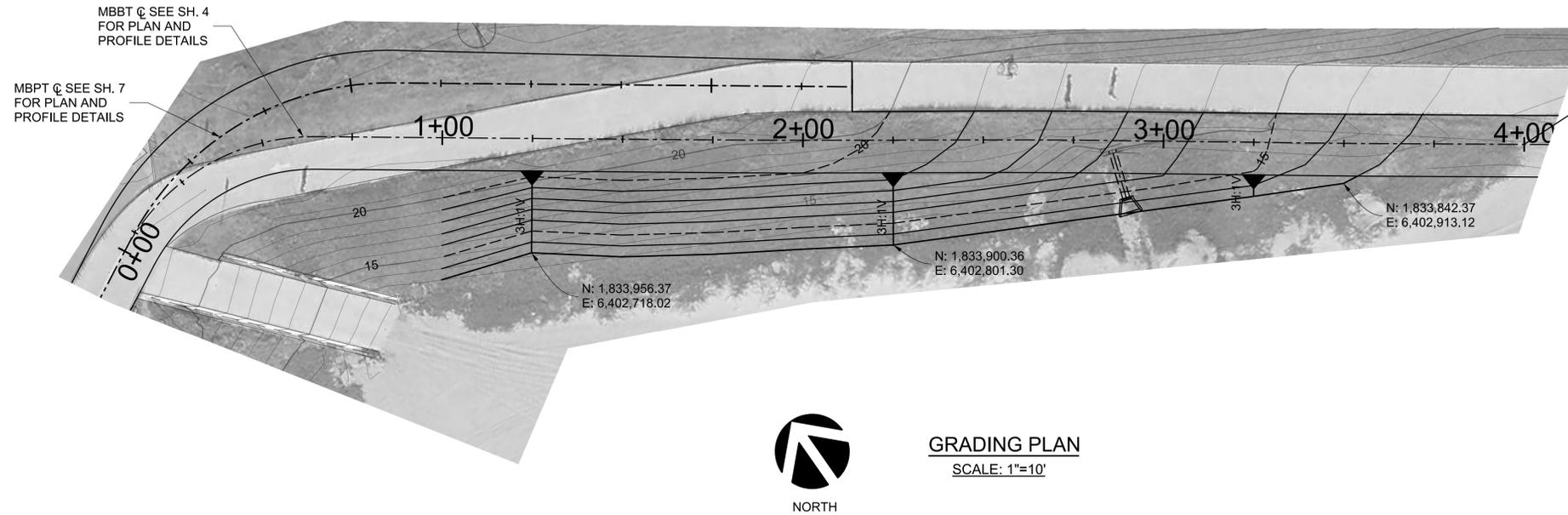
|                      |    |             |  |  |
|----------------------|----|-------------|--|--|
| DRAWING NUMBER:      |    |             |  |  |
| (MARK AS-BUILT HERE) |    |             |  |  |
| DATE                 | MK | DESCRIPTION |  |  |
| REVISIONS            |    |             |  |  |



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
RETAINING WALL PROFILE AND DETAIL  
PROJECT ID. RDC0015071

DWG \_\_\_\_\_ PCA X930001469 SHEET 9 OF 26



| CURVE DATA |        |               |        |         |              |              |
|------------|--------|---------------|--------|---------|--------------|--------------|
| CURVE      | RADIUS | CENTRAL ANGLE | LENGTH | TANGENT | PI NORTHING  | PI EASTING   |
| (A2)       | 60'    | 12°48'57"     | 13.40' | 6.85'   | 1,832,967.53 | 6,404,229.01 |
| (A3)       | 60'    | 9°38'08"      | 10.09' | 5.05'   | 1,832,961.65 | 6,404,216.68 |

|                      |    |             |  |  |
|----------------------|----|-------------|--|--|
| DRAWING NUMBER:      |    |             |  |  |
| (MARK AS-BUILT HERE) |    |             |  |  |
| DATE                 | MK | DESCRIPTION |  |  |
|                      |    | REVISIONS   |  |  |



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

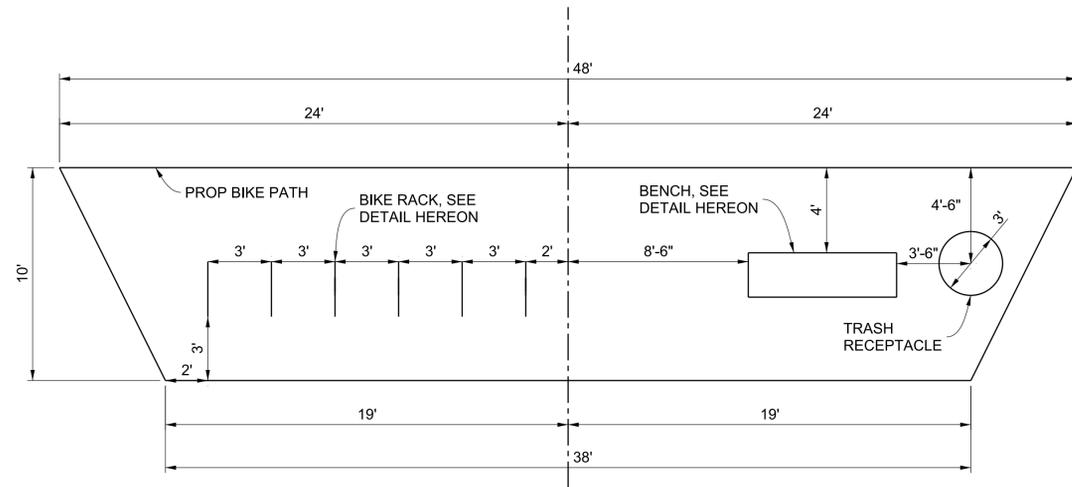
**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE

GRADING PLAN, CONCRETE RAMP PLAN AND PROFILE

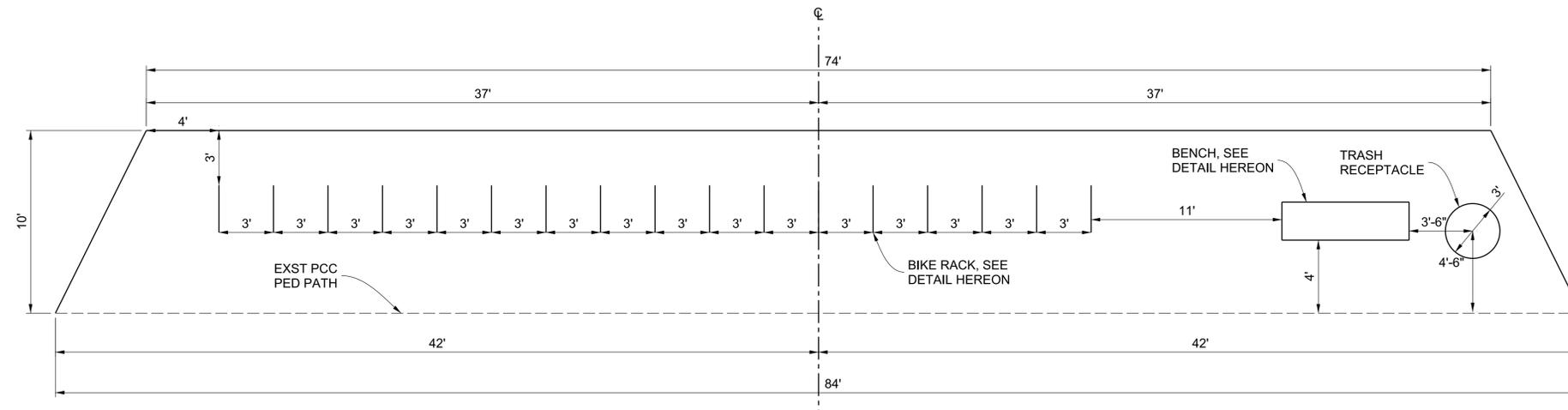
PROJECT ID. RDC0015071

DWG \_\_\_\_\_ PCA X930001469 SHEET 10 OF 26

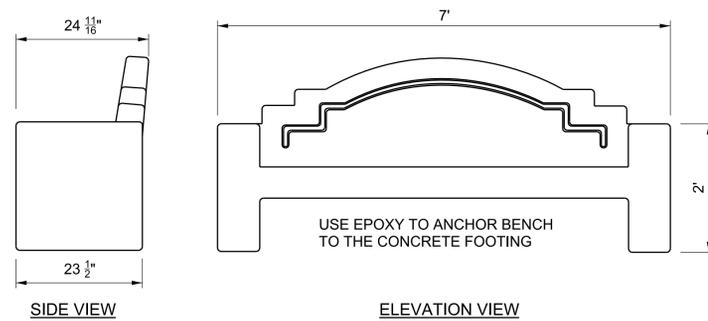
DRAFTER: D. LOPEZ  
 DESIGNER: D. TRAN  
 CHECKER: J. LI  
 CADD PROJECT FILE NAME: \$FILES\$



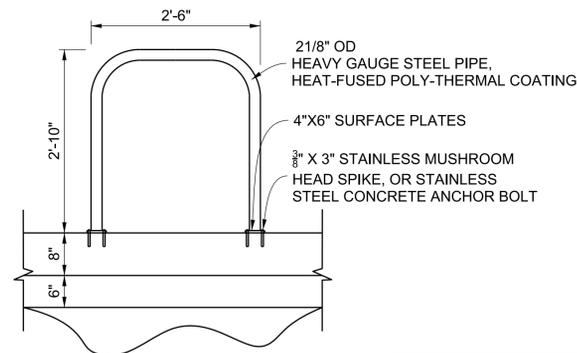
**REST AREA #1 DETAIL**  
NOT TO SCALE



**REST AREA #2 DETAIL**  
NOT TO SCALE



**CONCRETE BENCH DETAIL**  
NOT TO SCALE



**BIKE RACK DETAIL**  
NOT TO SCALE

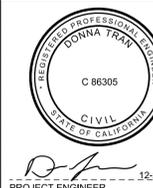
CONSTRUCTION NOTE:  
VERTICALS WITH 90 DEGREE BEND,  
WELDED TO PRE PUNCHED  
SURFACE PLATES

NOTES:

1. INSTALTLATION FOR CONCRETE BENCH AND BIKE RACK WILL BE PER MANUFACTUR SPECS UPON THE APPROVAL OF THE ENGINEER
2. QUANTITY OF BIKE RACKS  
REST AREA #1: 6  
REST AREA #2: 17

CADD PROJECT FILE NAME: \$FILES\$  
 CHECKER: J. LI  
 DESIGNER: D. TRAN  
 DRAFTER: D. LOPEZ

|                      |    |             |  |  |
|----------------------|----|-------------|--|--|
| DRAWING NUMBER:      |    |             |  |  |
| (MARK AS-BUILT HERE) |    |             |  |  |
| DATE                 | MK | DESCRIPTION |  |  |
| REVISIONS            |    |             |  |  |

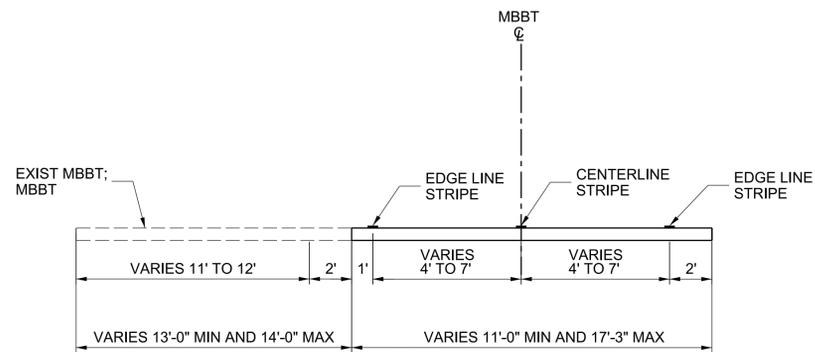


COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

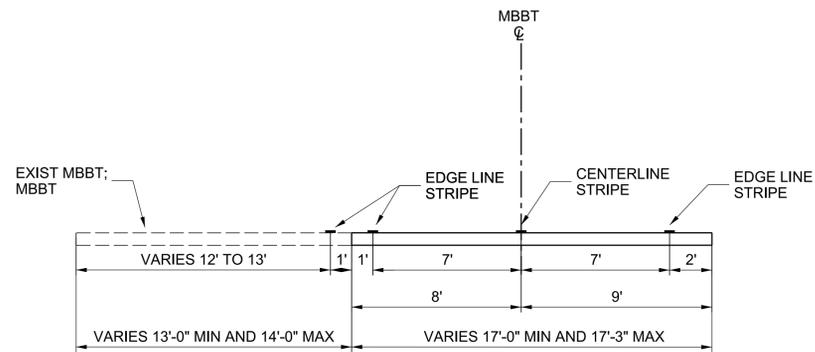
**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE

PROJECT ID. RDC0015071

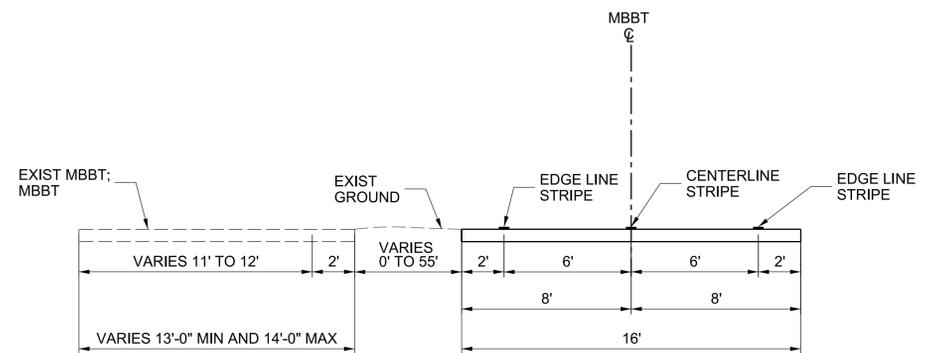
DWG \_\_\_\_\_ PD \_\_\_\_\_ SHEET 11 OF 26



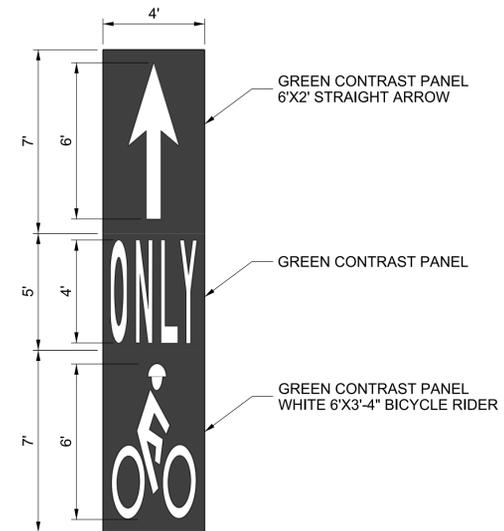
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 NOT TO SCALE



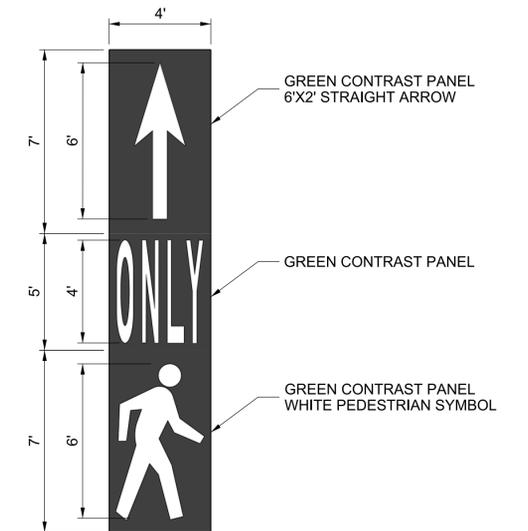
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**STA 22+41.77 TO STA 32+13.60**  
 NOT TO SCALE



**TYPICAL SECTION**  
**STA 17+16.18 TO STA 22+41.77**  
 NOT TO SCALE



**DETAIL A**  
 NOT TO SCALE



**DETAIL B**  
 NOT TO SCALE

CADD PROJECT FILE NAME: \$FILES\$  
 CHECKER: J. LI  
 DESIGNER: D. TRAN

|                      |    |             |  |
|----------------------|----|-------------|--|
| DRAWING NUMBER:      |    |             |  |
| (MARK AS-BUILT HERE) |    |             |  |
| DATE                 | MK | DESCRIPTION |  |
| REVISIONS            |    |             |  |

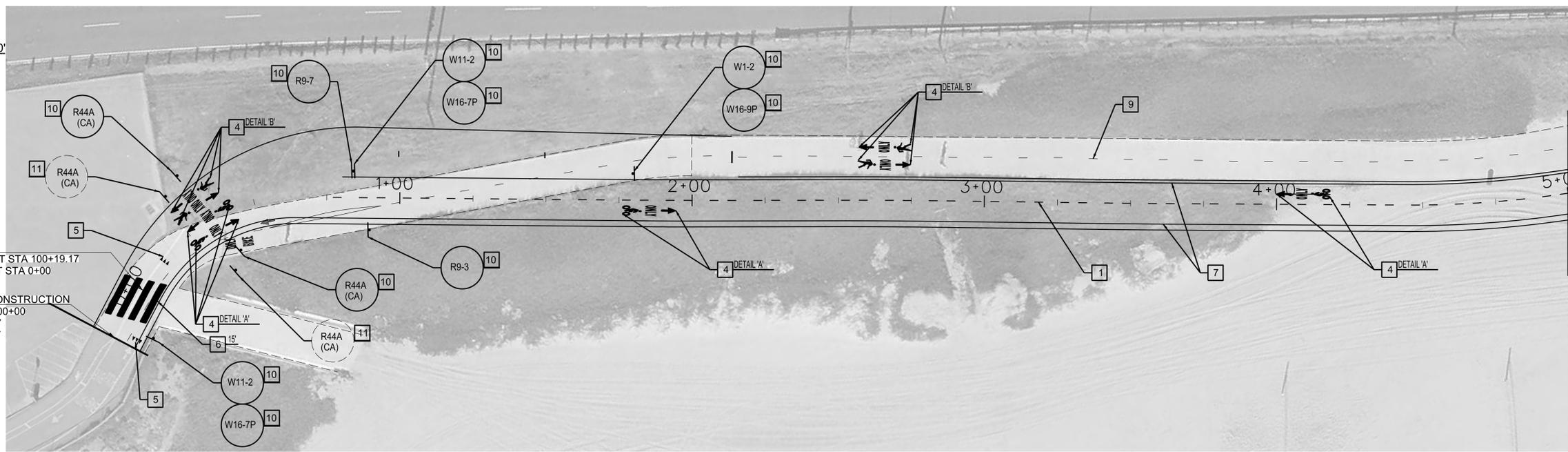


PROJECT ENGINEER: *Donna Tran* 12-21-2020

|  |                |          |       |
|--|----------------|----------|-------|
| COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS |                |          |       |
| <b>MARVIN BRAUDE BEACH TRAIL</b>                 |                |          |       |
| GAP CLOSURE                                      |                |          |       |
| SIGNING AND STRIPING CROSS SECTIONS              |                |          |       |
| PROJECT ID. RDC0015071                           |                |          |       |
| DWG  | PCA X930001469 | SHEET 12 | OF 26 |



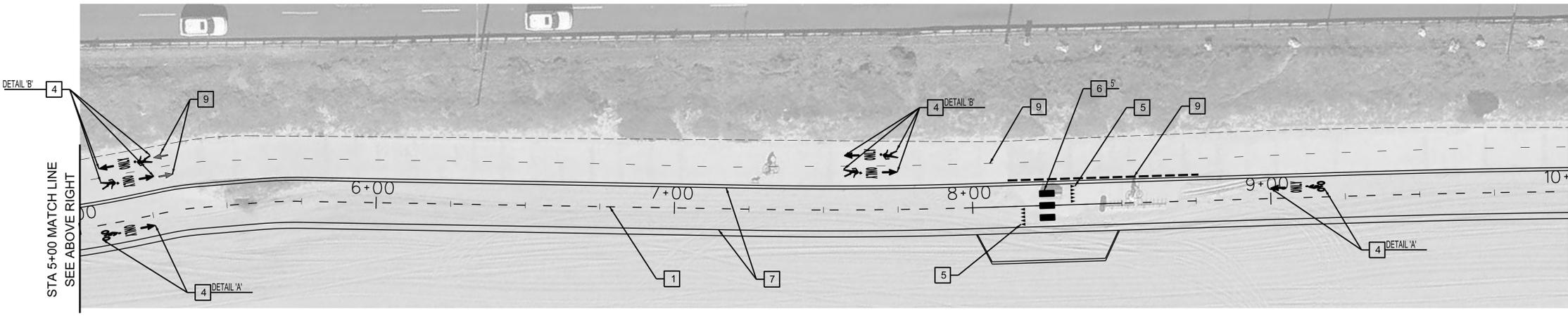
PLAN  
SCALE: 1"=40'



JOIN  
MBWT STA 100+19.17  
MBBT STA 0+00

START OF CONSTRUCTION  
MBWT STA 100+00  
N: 1834012.97  
E: 6402809.07

STA 5+00 MATCH LINE  
SEE BELOW LEFT



STA 5+00 MATCH LINE  
SEE ABOVE RIGHT

STA 10+00 MATCH LINE  
SEE SHEET 14



PLAN  
SCALE: 1"=40'

CONSTRUCTION NOTES

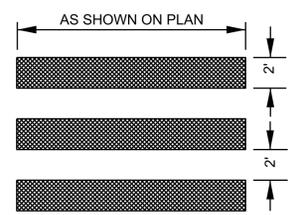
- 1 INSTALL DASHED CENTER LINE PER MODIFIED DETAIL 1. (3FT SOLID, 9FT SKIP).
- 2 INSTALL DETAIL 27B.
- 3 INSTALL 4" WHITE DIAGONAL LINE @ 20' SPACING.
- 4 INSTALL PAVEMENT MARKINGS AS SHOWN.
- 5 INSTALL YIELD LINES PER DETAIL.
- 6 INSTALL CONTINENTAL CROSSWALK MARKING AS SHOWN.
- 7 INSTALL 4" YELLOW STRIPING.
- 8 INSTALL 4" YELLOW CHEVRON AS SHOWN.
- 9 REMOVE EXISTING STRIPING/ PAVEMENT MARKINGS.
- 10 INSTALL SIGN.
- 11 REMOVE EXISTING SIGN.
- 12 RE PAINT EXISTING DETAIL 27B.
- 13 PROTECT EXISTING SIGN.



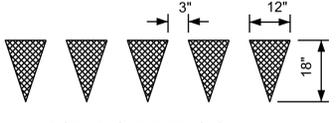
-DETAIL A-  
SEE SH. 12 FOR  
DIMENSION DETAILS



-DETAIL B-  
SEE SH. 12 FOR  
DIMENSION DETAILS



CONTINENTAL CROSSWALK DETAILS



YIELD LINE DETAILS

GENERAL NOTES

1. ALL TRAFFIC LINES AND PAVEMENT MARKINGS SHOWN, SHALL BE INSTALLED WITH THERMOPLASTIC.
2. ALL CENTER LINES AT CROSSWALK/ CROSSHATCH APPROACHES AND DEPARTURES SHALL BEGIN AND END WITH 20 FEET OF 4-INCH SOLID YELLOW LINE.
3. REMOVAL OF ALL CONFLICTING LINES AND MARKINGS SHALL BE BY WET SANDBLASTING OR GRINDING AND INCLUDES REMOVAL OF RAISED PAVEMENT MARKERS.
4. LANE WIDTHS SHALL BE MEASURED BETWEEN THE CENTERLINES OF EACH ADJACENT SINGLE OR DOUBLE STRIPE OR TOP OF CURB AS APPROPRIATE.
5. ALL SIGNING SHOWN HEREON SHALL BE INSTALLED, RELOCATED, OR REMOVED.

CADD PROJECT FILE NAME \$FILES  
 CHECKER J. LI  
 DESIGNER D. TRAN

DRAWING NUMBER:

(MARK AS-BUILT HERE)

| DATE      | MK | DESCRIPTION |
|-----------|----|-------------|
| REVISIONS |    |             |



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

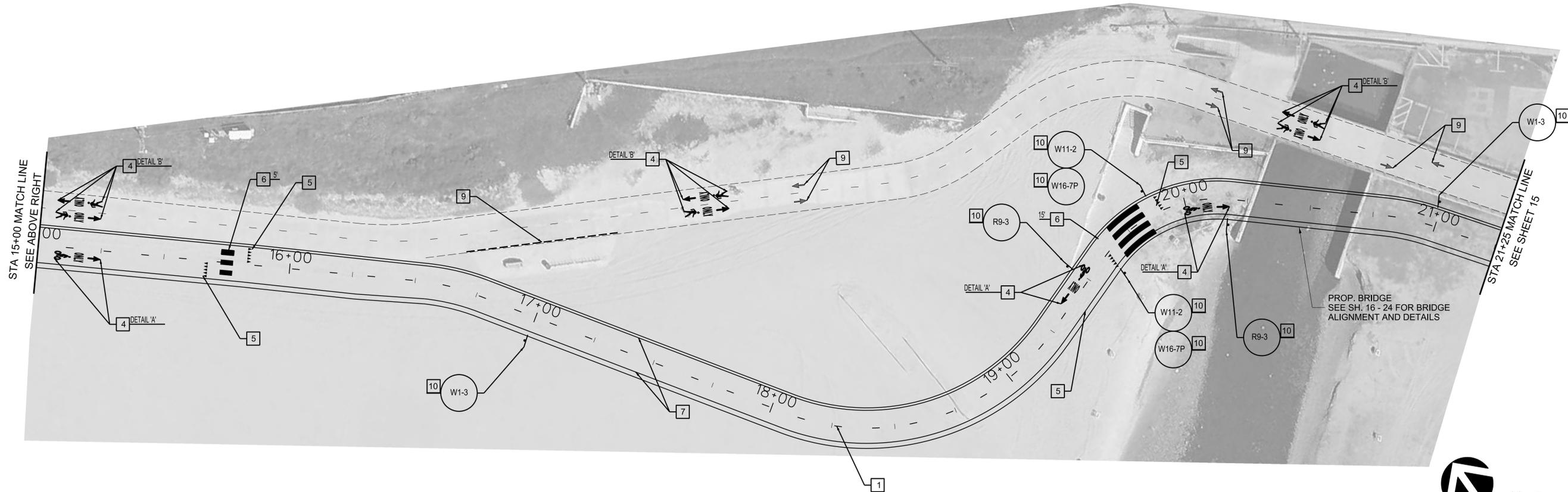
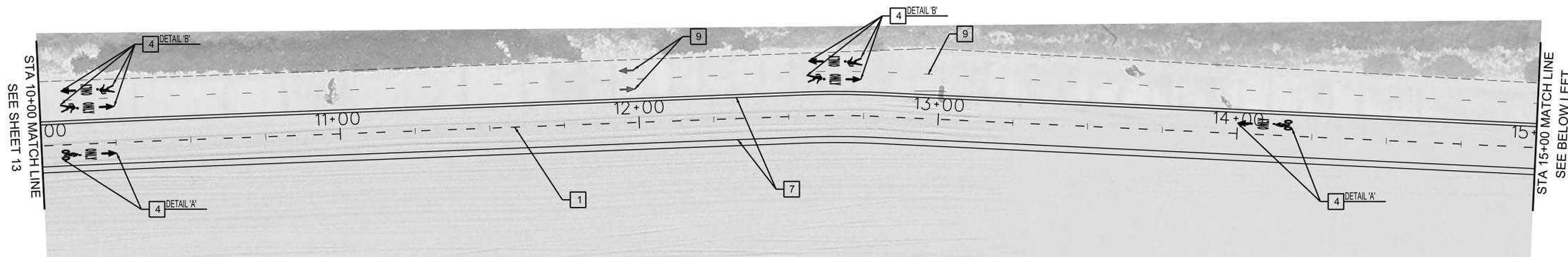
**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
SIGNING AND STRIPING PLAN - STA 0+00 TO 10+00  
PROJECT ID. RDC0015071

DATE: 12-21-2020  
PROJECT ENGINEER: [Signature]

DWG: \_\_\_\_\_ PCA: X930001469 SHEET: 13 OF 26



PLAN  
SCALE: 1"=40'



SCALE: 1"=40'

CONSTRUCTION NOTES

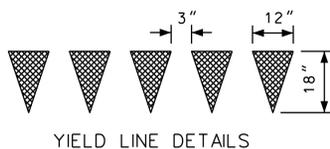
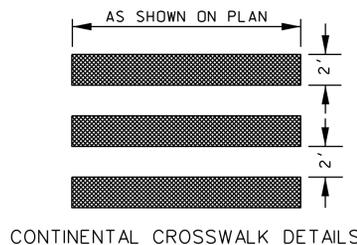
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- 2 INSTALL ~~DETAIL 27B.~~
- 3 INSTALL 4" WHITE DIAGONAL LINE @ 20' SPACING.
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- 10 INSTALL SIGN.
- 11 REMOVE EXISTING SIGN.
- 12 RE-PAINT EXISTING ~~DETAIL 27B.~~
- 13 PROTECT EXISTING SIGN.



-DETAIL A-  
SEE SH. 12 FOR  
DIMENSION DETAILS



-DETAIL B-  
SEE SH. 12 FOR  
DIMENSION DETAILS

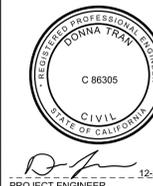


GENERAL NOTES

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CADD PROJECT FILE NAME  
\$FILES  
CHECKER  
J. LI  
DESIGNER  
D. TRAN

|                      |    |             |  |
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| DRAWING NUMBER:      |    |             |  |
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| DATE                 | MK | DESCRIPTION |  |
|                      |    | REVISIONS   |  |



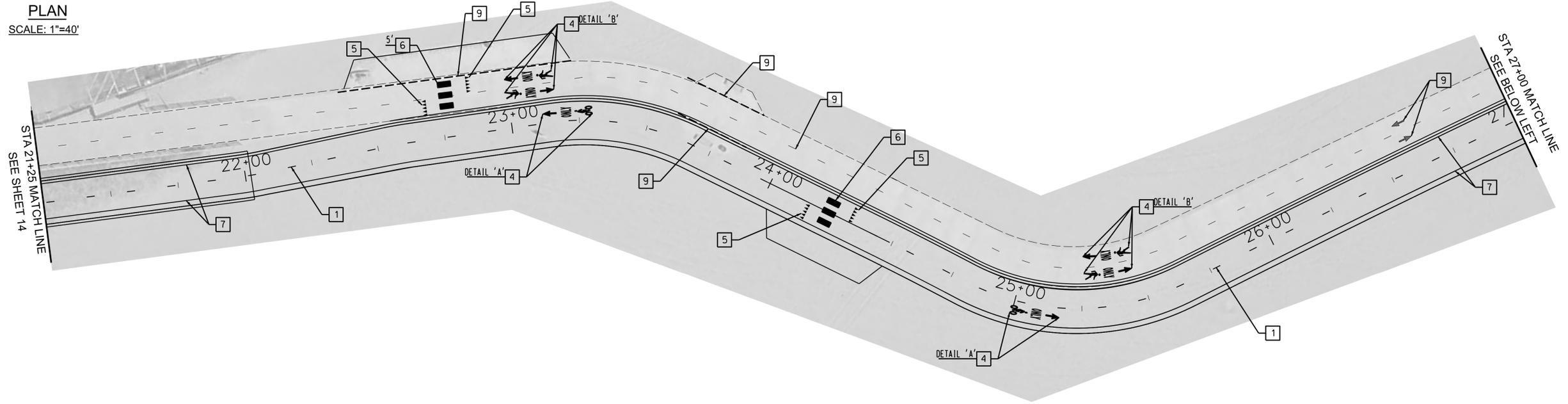
COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
SIGNING AND STRIPING PLAN - STA 10+00 TO 21+00  
PROJECT ID. RDC0015071

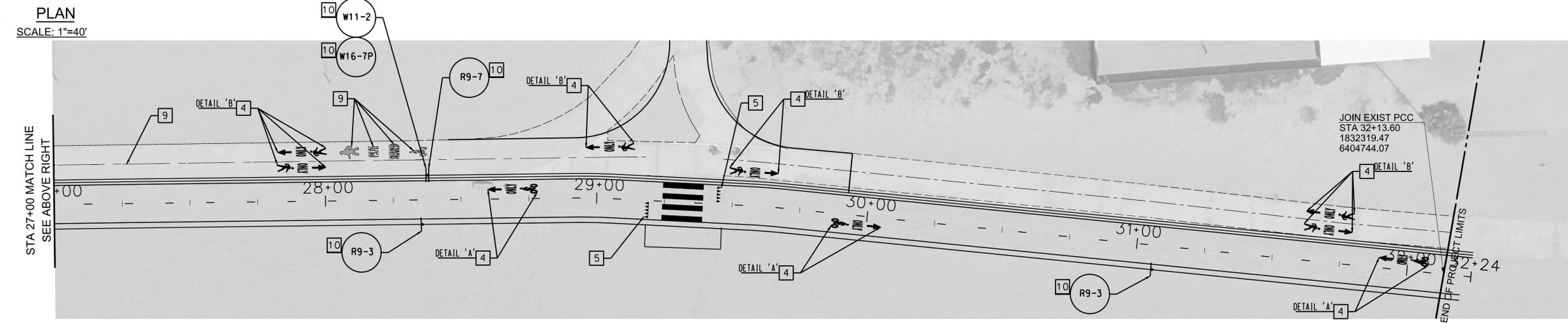
DWG \_\_\_\_\_ PCA X930001469 SHEET 14 OF 26



PLAN  
SCALE: 1"=40'



PLAN  
SCALE: 1"=40'



CADD PROJECT FILE NAME  
\$FILES  
CHECKER  
J.LI  
DESIGNER  
D. TRAN

CONSTRUCTION NOTES

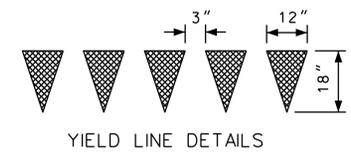
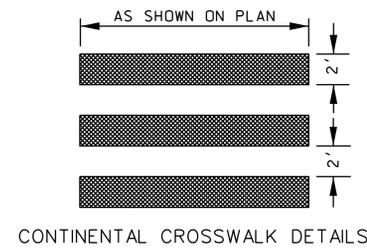
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- 13 PROTECT EXISTING SIGN.



-DETAIL A-  
SEE SH. 12 FOR  
DIMENSION DETAILS



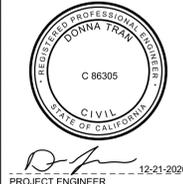
-DETAIL B-  
SEE SH. 12 FOR  
DIMENSION DETAILS



GENERAL NOTES

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| DRAWING NUMBER:      |    |             |  |
| (MARK AS-BUILT HERE) |    |             |  |
| DATE                 | MK | DESCRIPTION |  |
|                      |    | REVISIONS   |  |



COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
SIGNING AND STRIPING PLAN - STA 21+00 TO 28+18  
PROJECT ID. RDC0015071

DWG \_\_\_\_\_ PCA X930001469 SHEET 15 OF 26

## GENERAL NOTES LOAD AND RESISTANCE FACTOR DESIGN

DESIGN: AASHTO LRFD Bridge Design Specifications, 8th Edition and Caltrans Amendments, dated April 2019  
AASHTO LRFD Guide Specifications for the Design of Pedestrian Bridges (2009)

SEISMIC DESIGN: Caltrans Seismic Design Criteria (SDC), Version 2.0, April 2019.

DEAD LOAD: Includes 35 psf for future wearing surface.

LIVE LOAD: H10 design maintenance vehicle  
Pedestrian 90 psf

SEISMIC LOAD: See "SITE SPECIFIC ACCELERATION RESPONSE SPECTRUM"

REINFORCED CONCRETE:  $f_y = 60,000$  psi (ASTM A706, Grade 60)  
 $f'_c = 4,000$  psi  
 $n = 8$

PRESTRESSED CONCRETE: See "PRESTRESSING NOTES" on "PRESTRESSED SLAB GIRDER DETAILS" Sheet for concrete compressive strength.

STRUCTURAL STEEL: Steel Pipe Piles: ASTM A252,  $f_y = 45$  ksi

MISCELLANEOUS METAL: Corrugated Steel Pipe: ASTM A760  
Steel Plates: ASTM A36,  $f_y = 36$  ksi  
Bolts: ASTM A307  
Stainless Steel Pipe: ASTM A312, Type 316L

WELDING: Miscellaneous Metal: AWS D1.1 (2015), Electrodes -  $F_u = 70$  ksi  
Bar Reinforcement: AWS D1.4 (2018), Electrodes -  $F_u = 90$  ksi  
Stainless Steel: AWS D1.6 (2017), Electrodes -  $F_u = 70$  ksi

CONSTRUCTION: Standard Specifications for Public Works Construction (2018)  
Standard Specifications - State of California Department of Transportation (2018)

## CONCRETE AND REINFORCING STEEL

1. Concrete shall cure by keeping continuously wet for 7 days or by use of an approved curing compound.
2. All forms shall be constructed so as to maintain the required position and shape during and after placing of concrete and be sufficiently tight to prevent the leakage of concrete.
3. All reinforcing steel shall be new steel deformed bars and shall conform to ASTM A706, Grade 60,  $f_y = 60,000$  psi.
4. Dimensions to reinforcing bars are to the center of the bar with the exception of concrete cover for reinforcing bars which is to be shown as clear distance.
5. Concrete cover for reinforcing bars shall conform to AASHTO LRFD Specifications unless noted otherwise.
6. All exposed edges of concrete members shall be rounded or beveled.
7. Detailing, fabrication, and erection of reinforcing bars shall conform to American Concrete Institute Detailing Manual (ACI-315), latest edition.
8. Bars shall be clean and free of rust, kinks, other irregularities, grease, or other material likely to impair bond. Bends shall be cold formed.
9. Prior to placing concrete, reinforcing steel and embedded items shall be well secured in position.
10. All reinforcing steel shall be accurately and securely tied in place.
11. All reinforcement bends, hooks, and offsets shall comply with AASHTO LRFD Specifications unless noted otherwise.
12. Unless otherwise shown on the Plans or approved by the Engineer, splices in adjacent reinforcing bars at any particular section shall be staggered.

## GENERAL CONSTRUCTION NOTES

1. American Society for Testing and Materials (ASTM) designations refer to the latest editions of ASTM standards.
2. The Contractor shall not stockpile construction materials and excavated soil on the bridge deck.
3. The Contractor shall verify all controlling field dimensions before ordering or fabricating any material.
4. The Contractor shall protect existing utilities in place and notify all affected utility agencies prior to construction.
5. Miscellaneous metal and hardware not embedded in concrete and exposed to air or water shall be galvanized unless specified otherwise.
6. All steel parts to be galvanized shall be galvanized after fabrication.
7. All signing, striping, and pavement markings shall be installed, relocated, or removed in accordance to California Manual on Uniform Traffic Control Devices (MUTCD), latest edition.
8. Contractor to provide for dewatering of excavations from either surface water, ground water, or seepage.
9. Contact William Man of the Agency's Geotechnical and Materials Engineering Division two weeks prior to any pile driving or excavation operations at (626) 458-4923.
10. Adjacent piles shall not be constructed at the same time.
11. Portions of existing chain link fence conflicting with the bridge shall be removed. After construction of the bridge is completed, the chain link fence shall be reconstructed per SPPWC 600-3 so that the maximum horizontal opening between the fence and the bridge is 3 inches.

## INDEX TO STANDARD PLANS

California Department of Transportation (Caltrans) Standard Plans, 2018

A62C LIMITS OF PAYMENT FOR EXCAVATION AND BACKFILL

Standard Plans for Public Works Construction, 2012 (SPPWC)

600-3 CHAIN LINK FENCE AND GATES  
606-4 METAL HAND RAILINGS

Substructure design based on the following Geotechnical Report:

"Marvin Braude Beach Trail Gap Closure Project Geotechnical Investigation for Proposed Bridge Will Rogers State Beach, City of Los Angeles" and all subsequent addenda and memoranda prepared by Geotechnical and Materials Engineering Division  
Dated: October 24, 2018

All fill material and compaction techniques shall be in accordance with the above-referenced geotechnical report. All fills shall be compacted to at least 90% of the maximum dry unit weight as determined by the ASTM D method of compaction.

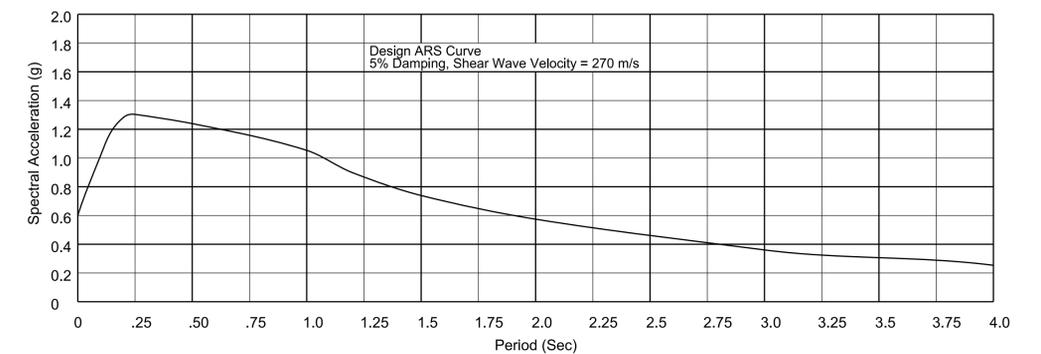
Groundwater level anticipation high in the subject area. Flooding should not be permitted.

Comply with the installation procedures as stated in Section 305 of the Standard Specifications for Public Works Construction.

### PILE DATA TABLE

| LOCATION | PILE TYPE | MAXIMUM ALLOWABLE LOAD PER PILE* |             | CUT-OFF ELEV (ft) | MINIMUM EMBEDMENT DEPTH (ft) | SPECIFIED TIP ELEVATION (ft) |
|----------|-----------|----------------------------------|-------------|-------------------|------------------------------|------------------------------|
|          |           | COMPRESSION (k)                  | TENSION (k) |                   |                              |                              |
| ABUT 1   | 24" CISS  | 213                              | 82          | 10.17             | 21.5                         | -23.50                       |
| ABUT 2   | 24" CISS  | 213                              | 82          | 10.74             | 21.5                         | -23.50                       |

\*Includes increased allowable load for temporary loads



## SITE SPECIFIC ACCELERATION RESPONSE SPECTRUM

CADD PROJECT FILE NAME: RDC0015071 - Marvin Braude Beach Trail Bikeway Bridge.dgn  
CHECKER: A. WONG  
DESIGNER: T. KAWAKATSU  
DRAFTER: N. TORRES

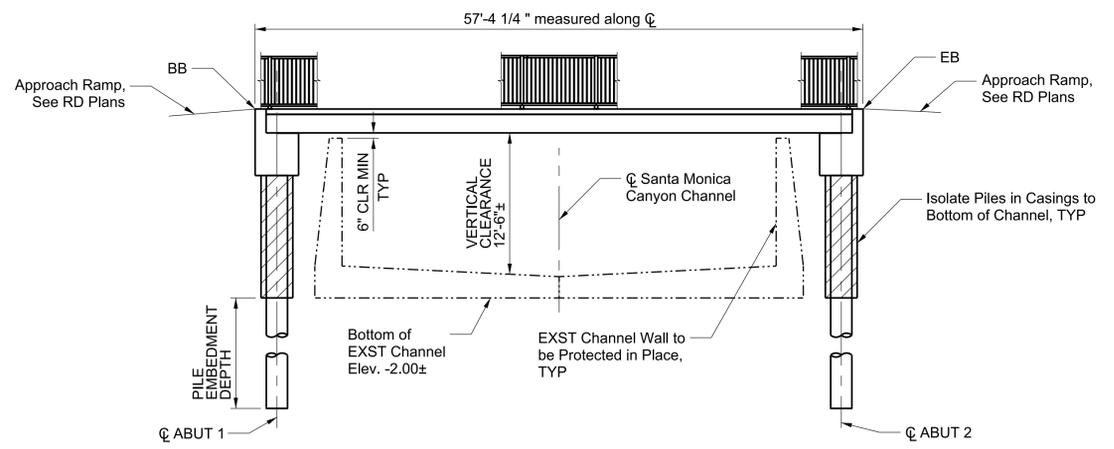
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|  | <br>PROJECT ENGINEER<br>T. Kawakatsu<br>DATE: 2/21/2020 | LOS ANGELES COUNTY PUBLIC WORKS<br><b>MARVIN BRAUDE BEACH TRAIL<br/>GAP CLOSURE<br/>BIKEWAY BRIDGE</b><br>PROJECT ID NO. RDC0015071<br>NOTES AND REFERENCES |
|  |  | DWG PB630026    PCA X931001469    SHEET 16 OF 26<br>BR. NO. 4294  |

BB 20+19.21  
Elev. 16.00

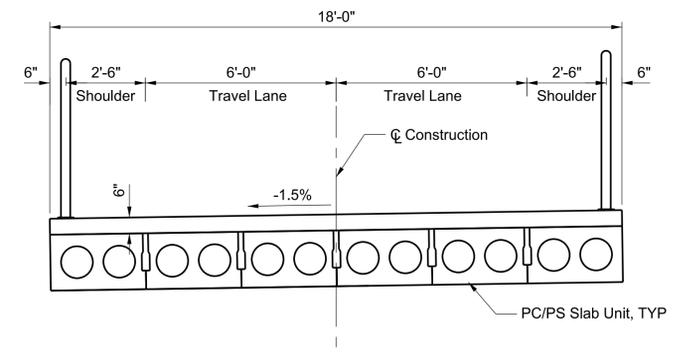
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Elev. 16.57

-1.0%

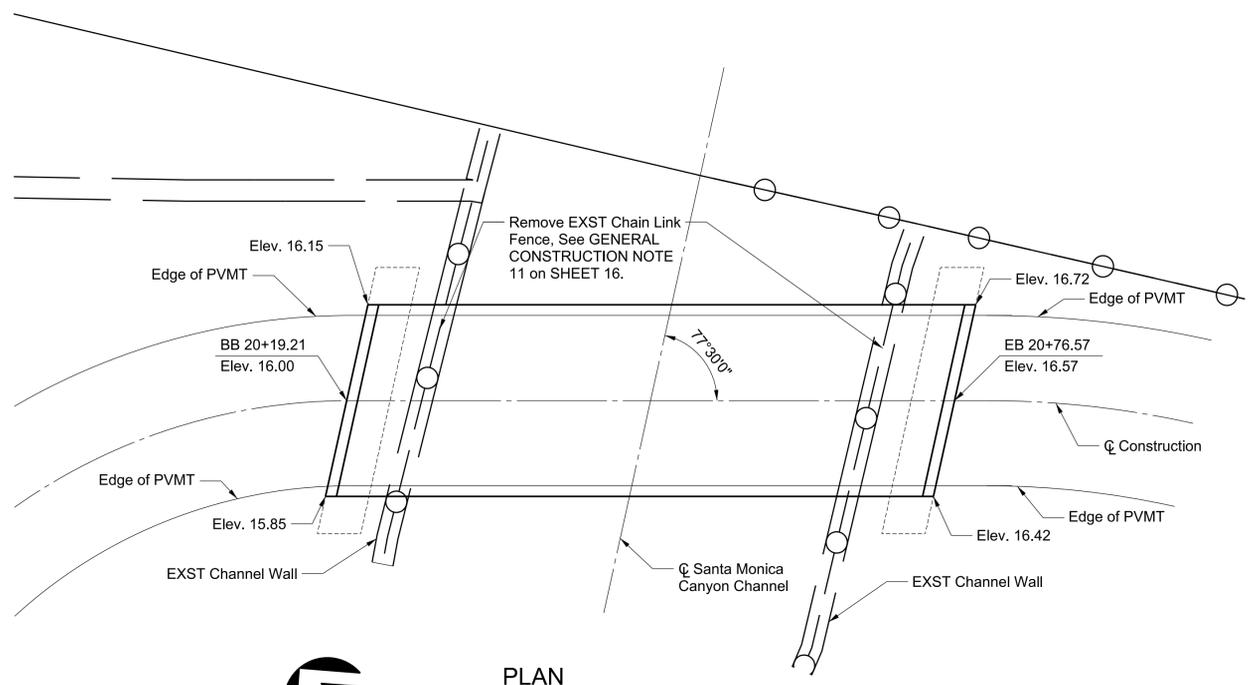
**PROFILE**  
SCALE: 1/8" = 1'-0"



**ELEVATION**  
SCALE: 1/8" = 1'-0"



**TYPICAL SECTION**  
SCALE: 3/8" = 1'-0"



**PLAN**  
SCALE: 1/8" = 1'-0"



CADD PROJECT FILE NAME  
RDC0015071 - Marvin Braude Beach Trail Bikeway Bridge.dgn

CHECKER  
A. WONG

DESIGNER  
T. KAWAKATSU

DRAFTER  
N. TORRES

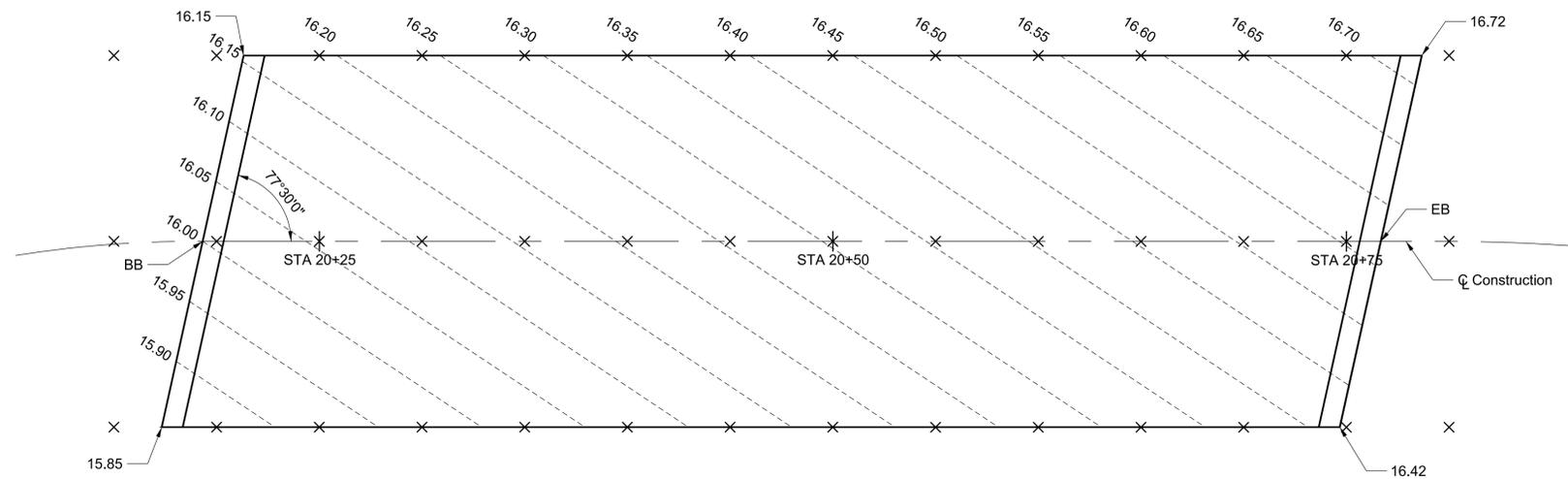
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LOS ANGELES COUNTY PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
BIKEWAY BRIDGE  
PROJECT ID NO. RDC0015071  
GENERAL PLAN

DWG PB630026    PCA X931001469    SHEET 17 OF 26  
BR. NO. 4294



**DECK CONTOUR PLAN**  
1/4" = 1'-0"



NORTH

NOTES:

1. Contours do not include camber.
  2. Contours shown are top of concrete deck elevations.
  3. Contour interval = 0.05'.
- X Denotes 5' intervals along Construction Centerline.

DRAFTER: N. TORRES  
 DESIGNER: T. KAWAKATSU  
 CHECKER: A. WONG  
 CADD PROJECT FILE NAME: RDC0015071 - Marvin Braude Beach Trail Bikeway Bridge.dgn

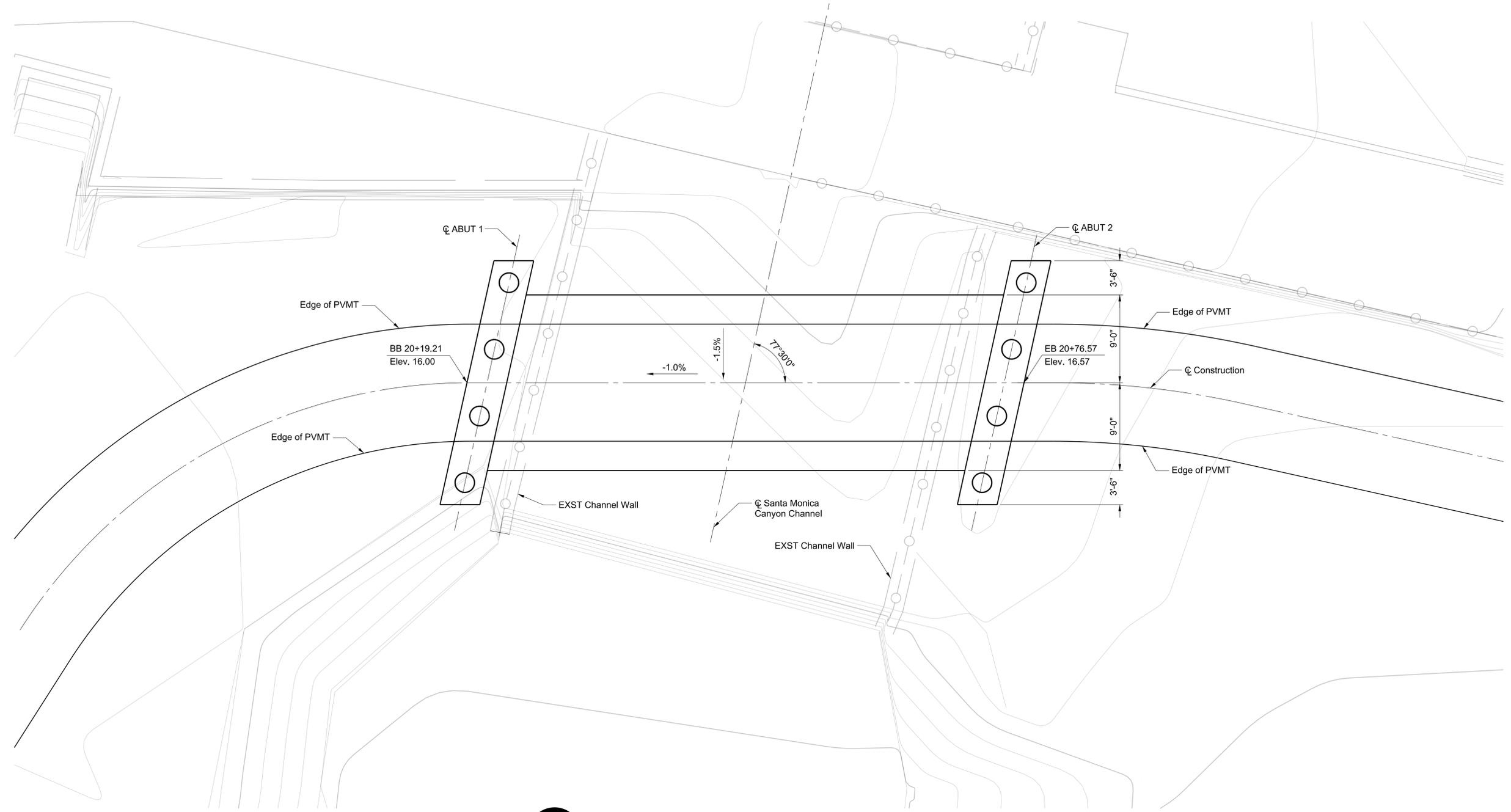
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PROJECT ENGINEER: *T. Kawakatsu*  
 DATE: 2/21/2020

LOS ANGELES COUNTY PUBLIC WORKS  
**MARVIN BRAUDE BEACH TRAIL**  
 GAP CLOSURE  
 BIKEWAY BRIDGE  
 PROJECT ID NO. RDC0015071  
**DECK CONTOUR PLAN**

DWG PB630026    PCA X931001469    SHEET 18 OF 26  
 BR. NO. 4294

DRAFTER: N. TORRES  
 DESIGNER: T. KAWAKATSU  
 CHECKER: A. WONG  
 CADD PROJECT FILE NAME: RDC0015071 - Marvin Braude Beach Trail Bikeway Bridge.dgn



**FOUNDATION PLAN**  
 SCALE: 3/16" = 1'-0"

| DATE | MARK | DESCRIPTION |
|------|------|-------------|
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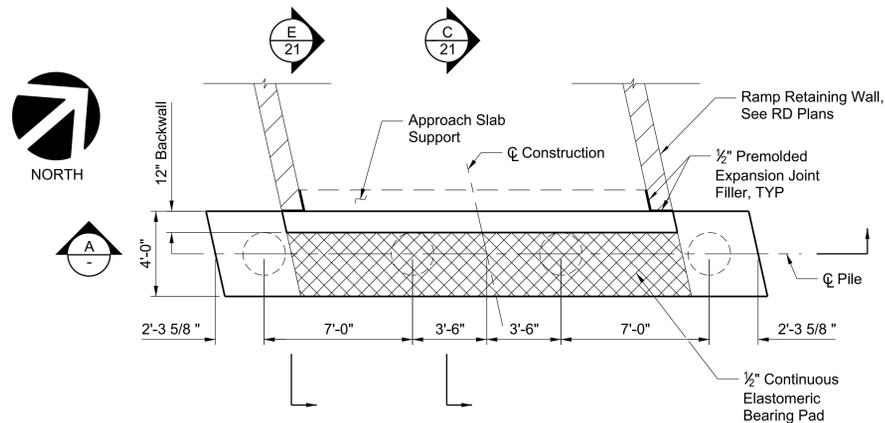


PROJECT ENGINEER: *T. Kawakatsu*  
 DATE: 2/21/2020

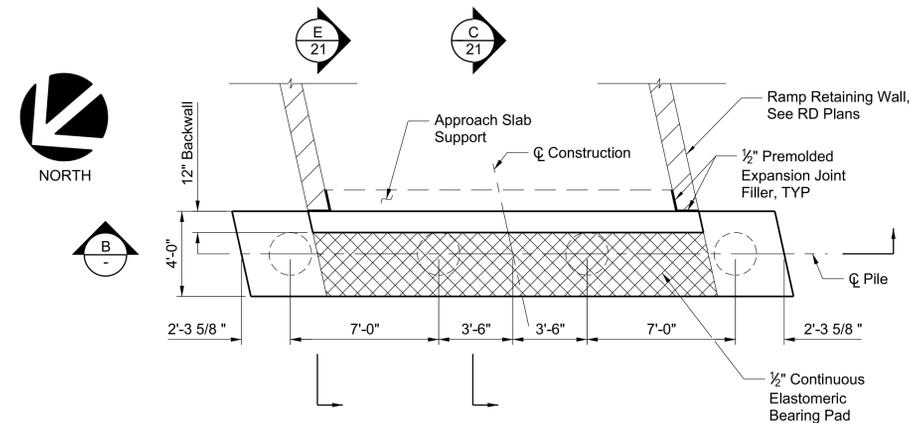
LOS ANGELES COUNTY PUBLIC WORKS  
**MARVIN BRAUDE BEACH TRAIL**  
 GAP CLOSURE  
 BIKEWAY BRIDGE  
 PROJECT ID NO. RDC0015071  
 FOUNDATION PLAN

|              |                |                |
|--------------|----------------|----------------|
| DWG PB630026 | PCA X931001469 | SHEET 19 OF 26 |
|--------------|----------------|----------------|

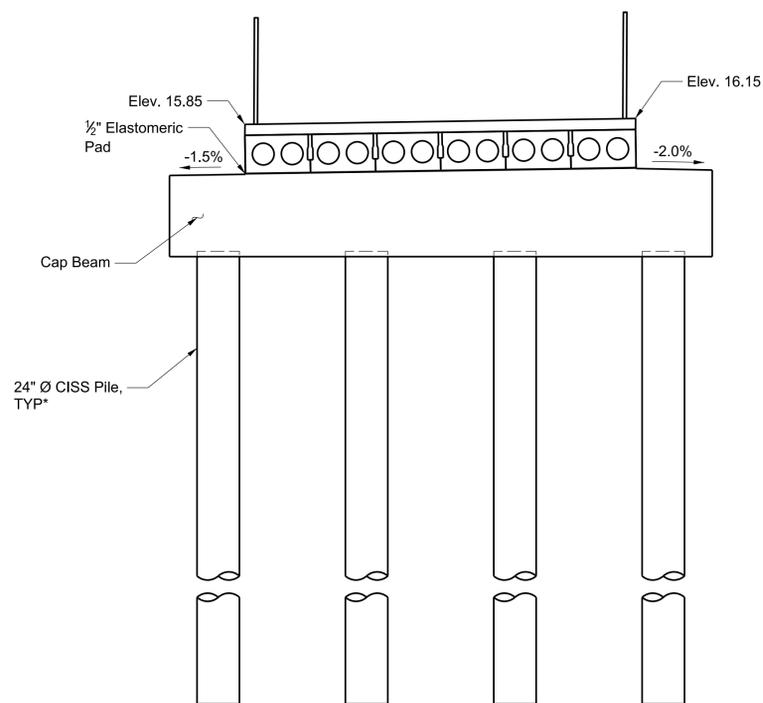
BR. NO. 4294



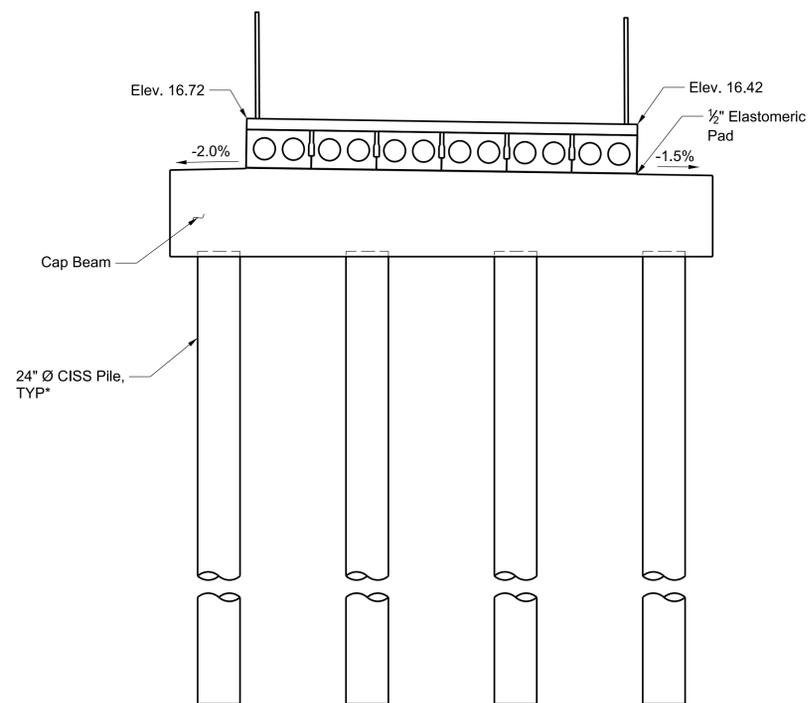
**ABUTMENT 1 PLAN**  
SCALE: 1/4" = 1'-0"



**ABUTMENT 2 PLAN**  
SCALE: 1/4" = 1'-0"



**ABUTMENT 1 ELEVATION**  
SCALE: 1/4" = 1'-0"



**ABUTMENT 2 ELEVATION**  
SCALE: 1/4" = 1'-0"

\*Isolation Casings Not Shown for Clarity  
See DETAIL H on SHEET 22

CADD PROJECT FILE NAME  
RDC0015071 - Marvin Braude Beach Trail Bikeway Bridge.dgn

CHECKER  
A. WONG

DESIGNER  
T. KAWAKATSU

DRAFTER  
N. TORRES

| DATE      | MARK | DESCRIPTION |
|-----------|------|-------------|
| REVISIONS |      |             |
|           |      |             |
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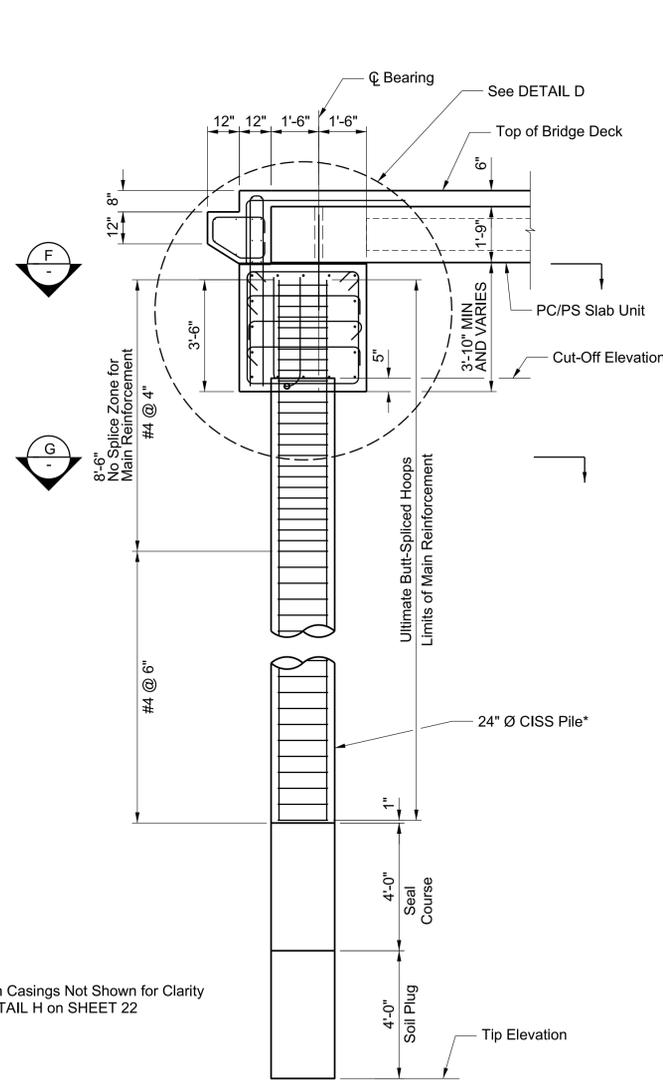
PROJECT ENGINEER  
12/21/2020

LOS ANGELES COUNTY PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
BIKEWAY BRIDGE  
PROJECT ID NO. RDC0015071  
ABUTMENT PLAN AND ELEVATION

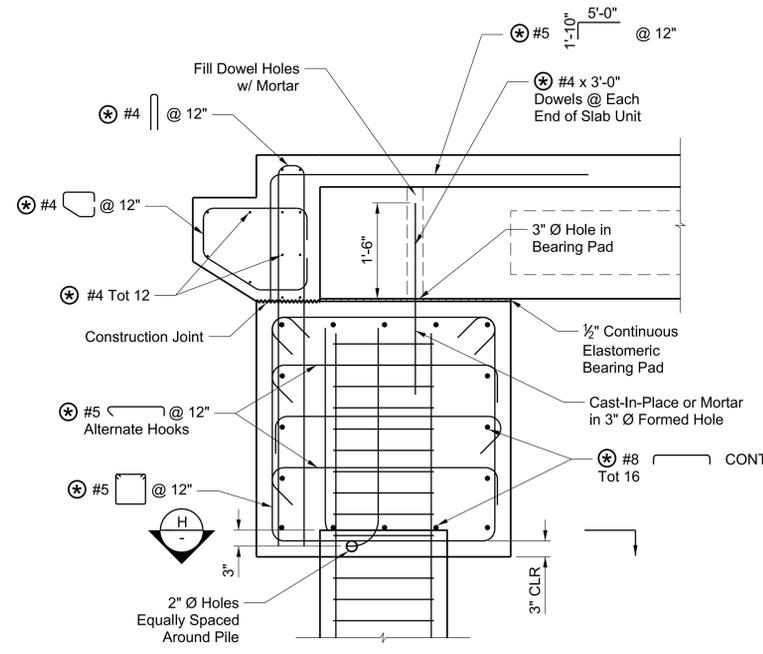
DWG PB630026    PCA X931001469    SHEET 20 OF 26  
BR. NO. 4294

LEGEND:  
 ⊕ Epoxy Coated

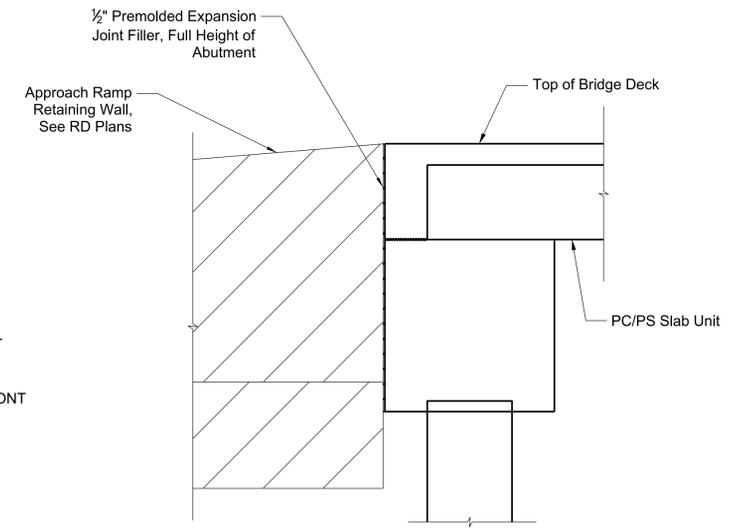


**C** ABUTMENT SECTION  
 SCALE: 3/8" = 1'-0"

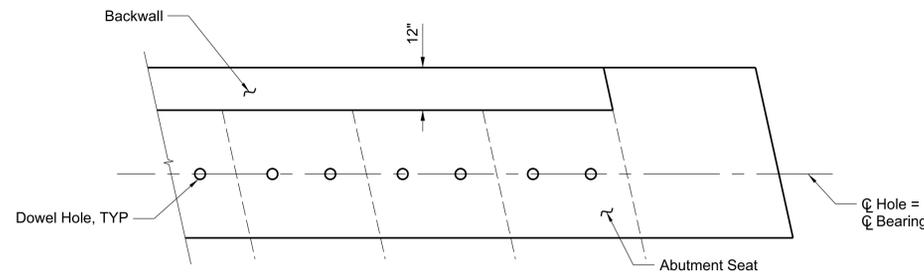
\*Isolation Casings Not Shown for Clarity  
 See DETAIL H on SHEET 22



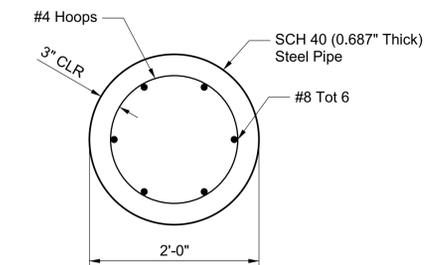
**D** ABUTMENT DETAIL  
 SCALE: 3/4" = 1'-0"



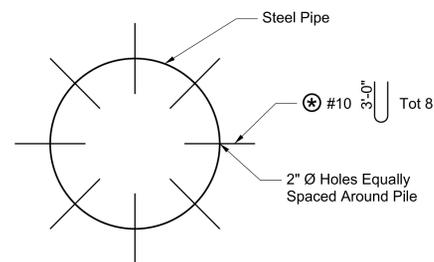
**E** APPROACH RAMP JOINT DETAIL  
 SCALE: 1/2" = 1'-0"



**F** ABUTMENT SEAT PLAN  
 SCALE: 1/2" = 1'-0"



**G** CISS PILE SECTION  
 SCALE: 1" = 1'-0"



**H** CISS PILE ANCHORS  
 SCALE: 1" = 1'-0"

\*Concrete Abutment  
 and Pile Reinforcement  
 Not Shown for Clarity

CADD PROJECT FILE NAME: RDC0015071 - Marvin Braude Beach Trail Bikeway Bridge.dgn  
 CHECKER: A. WONG  
 DESIGNER: T. KAWAKATSU  
 DRAFTER: N. TORRES

| DATE      | MARK | DESCRIPTION |
|-----------|------|-------------|
| REVISIONS |      |             |

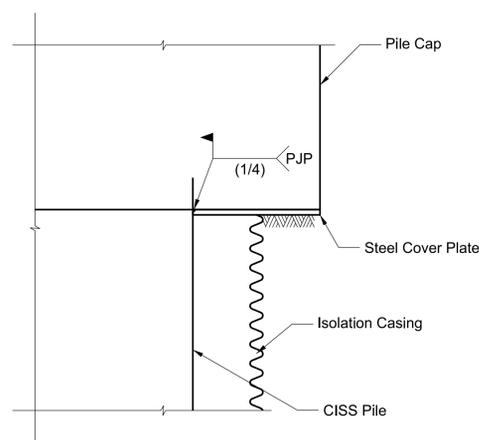
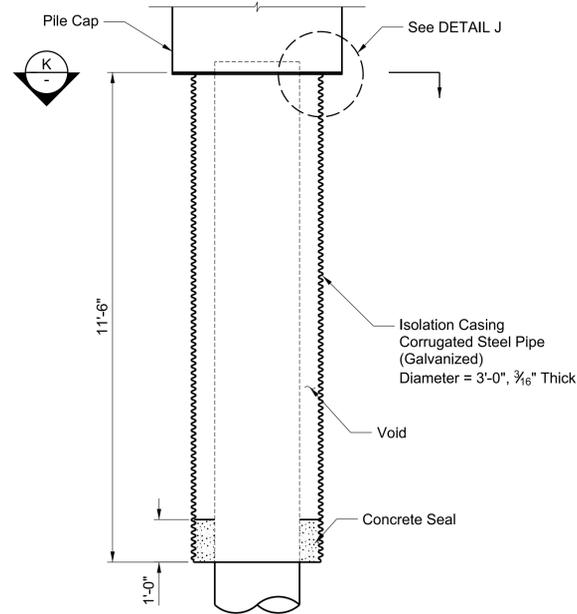


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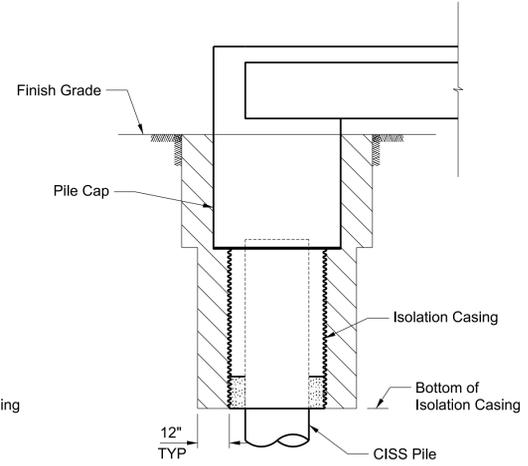
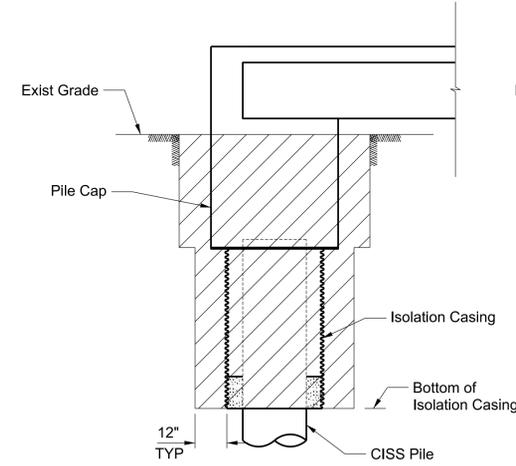
**MARVIN BRAUDE BEACH TRAIL**  
 GAP CLOSURE  
 BIKEWAY BRIDGE  
 PROJECT ID NO. RDC0015071  
 ABUTMENT DETAILS

|              |                |                |
|--------------|----------------|----------------|
| DWG PB630026 | PCA X931001469 | SHEET 21 OF 26 |
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BR. NO. 4294



**J COVER PLATE WELD DETAIL**  
SCALE: 1 1/2" = 1'-0"



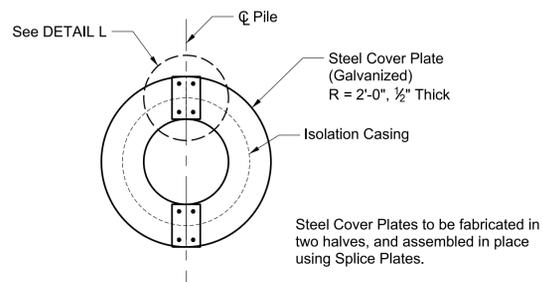
**STRUCTURE EXCAVATION AND BACKFILL**  
NO SCALE

**LEGEND:**

Limits of Structure Excavation for Installation of Concrete Seal, Isolation Casing, and Pile Cap

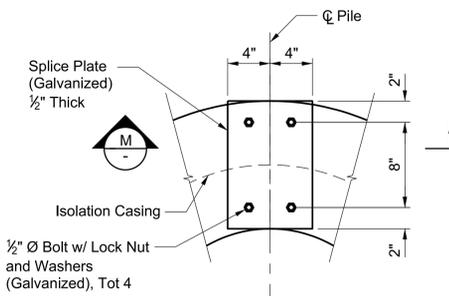
Limits of Structure Backfill for Installation of Concrete Seal, Isolation Casing, and Pile Cap

**I ISOLATION CASING**  
SCALE: 3/8" = 1'-0"

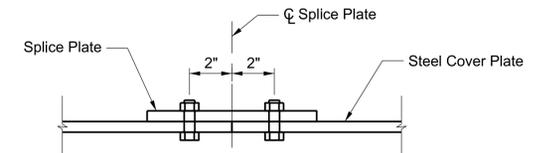


**K COVER PLATE**  
SCALE: 1/2" = 1'-0"

Steel Cover Plates to be fabricated in two halves, and assembled in place using Splice Plates.



**L COVER PLATE SPLICE DETAIL**  
SCALE: 1 1/2" = 1'-0"



**M SPLICE PLATE**  
SCALE: 3" = 1'-0"

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 DESIGNER: T. KAWAKATSU  
 DRAFTER: N. TORRES

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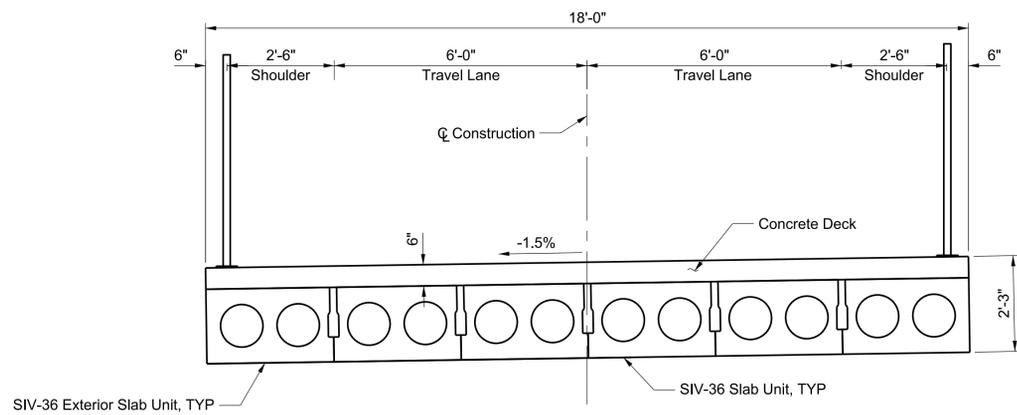
PROJECT ENGINEER: T. Kawakatsu  
DATE: 2/21/2020

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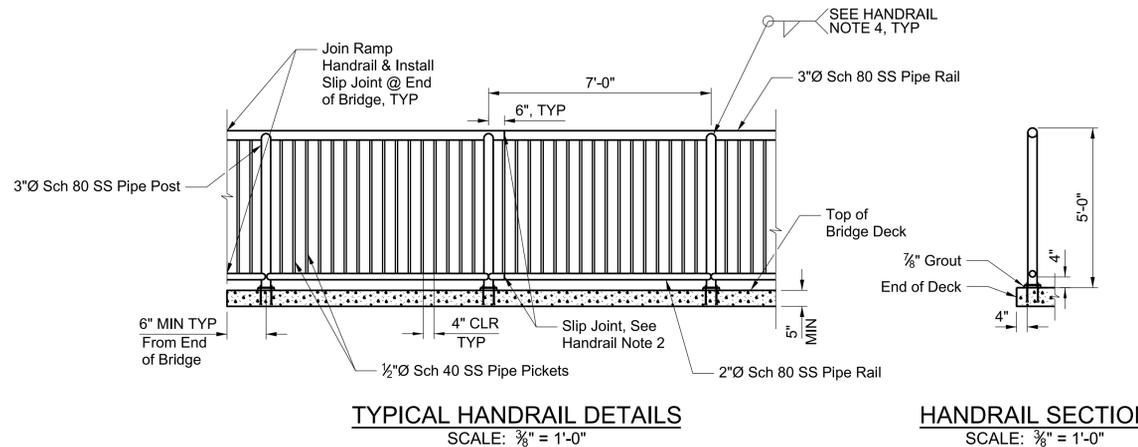
**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
BIKEWAY BRIDGE  
PROJECT ID NO. RDC0015071  
ISOLATION CASING DETAILS

|              |                |                |
|--------------|----------------|----------------|
| DWG PB630026 | PCA X931001469 | SHEET 22 OF 26 |
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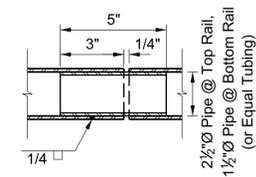
**TYPICAL SECTION**  
SCALE: 1/2" = 1'-0"



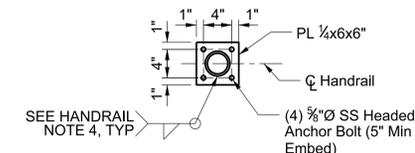
**TYPICAL HANDRAIL DETAILS**  
SCALE: 3/8" = 1'-0"

**HANDRAIL SECTION**  
SCALE: 3/8" = 1'-0"

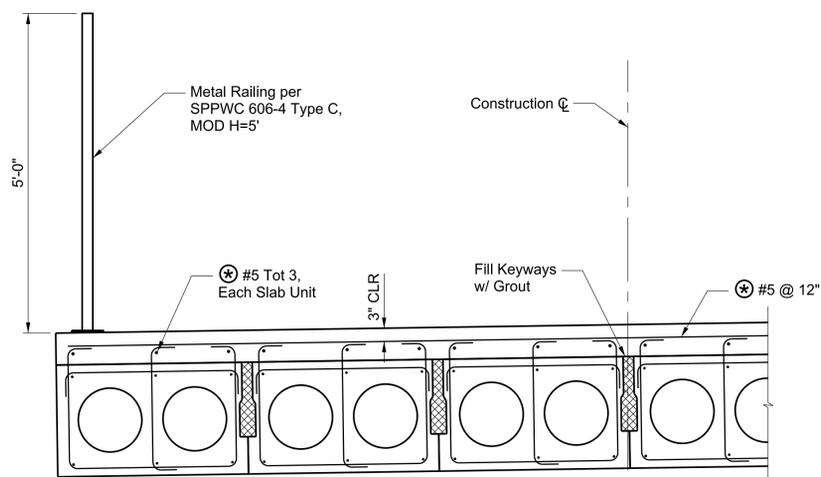
- HANDRAIL NOTES:**
1. All components of the handrail shall be stainless steel pipe.
  2. Slip joints shall be provided at an interval not to exceed 24 ft.
  3. Maximum spacing of post shall not exceed 7 ft.
  4. Welds shall be groove or fillet welds equal to thickness of pipe. Weld all joints all around.



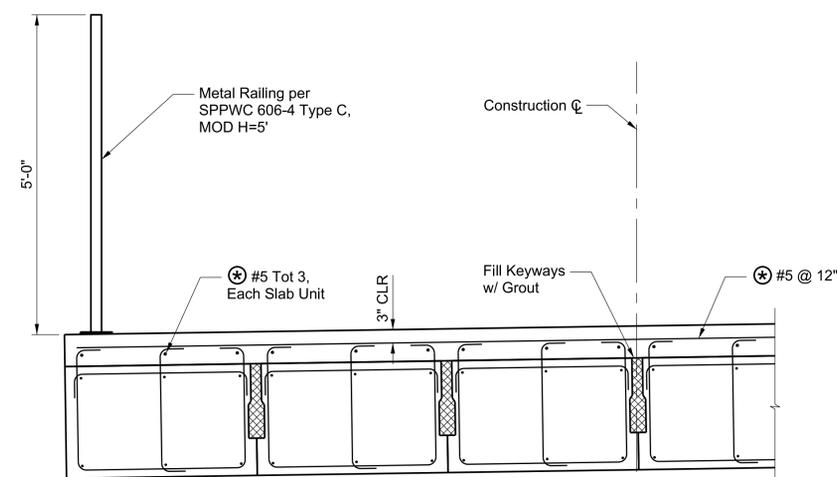
**SLIP JOINT DETAIL**  
SCALE: 3" = 1'-0"



**POST CONNECTION TO CONCRETE**  
SCALE: 1" = 1'-0"



**TYPICAL SECTION DETAIL**  
SCALE: 3/4" = 1'-0"



**TYPICAL SECTION AT END DIAPHRAGM**  
SCALE: 3/4" = 1'-0"

- NOTES:**
1. For reinforcement details see PRESTRESSED SLAB GIRDER DETAILS on SHEET 25.

- LEGEND:**
- ⊕ Epoxy Coated

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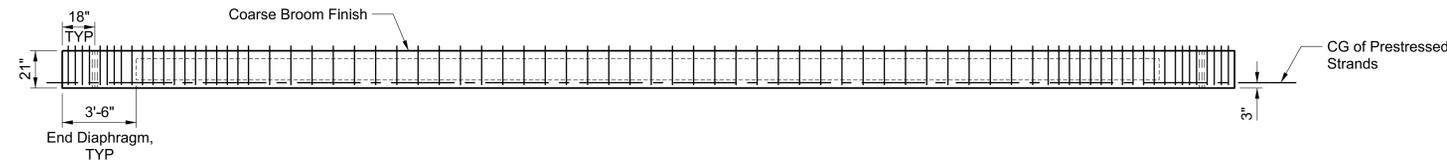
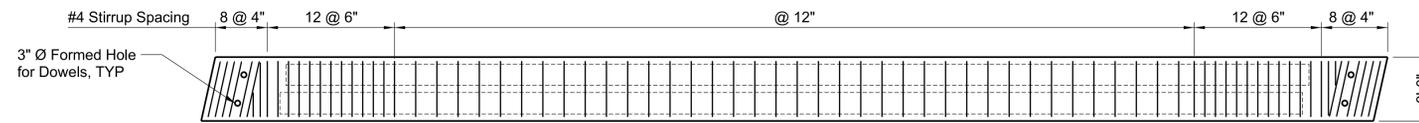
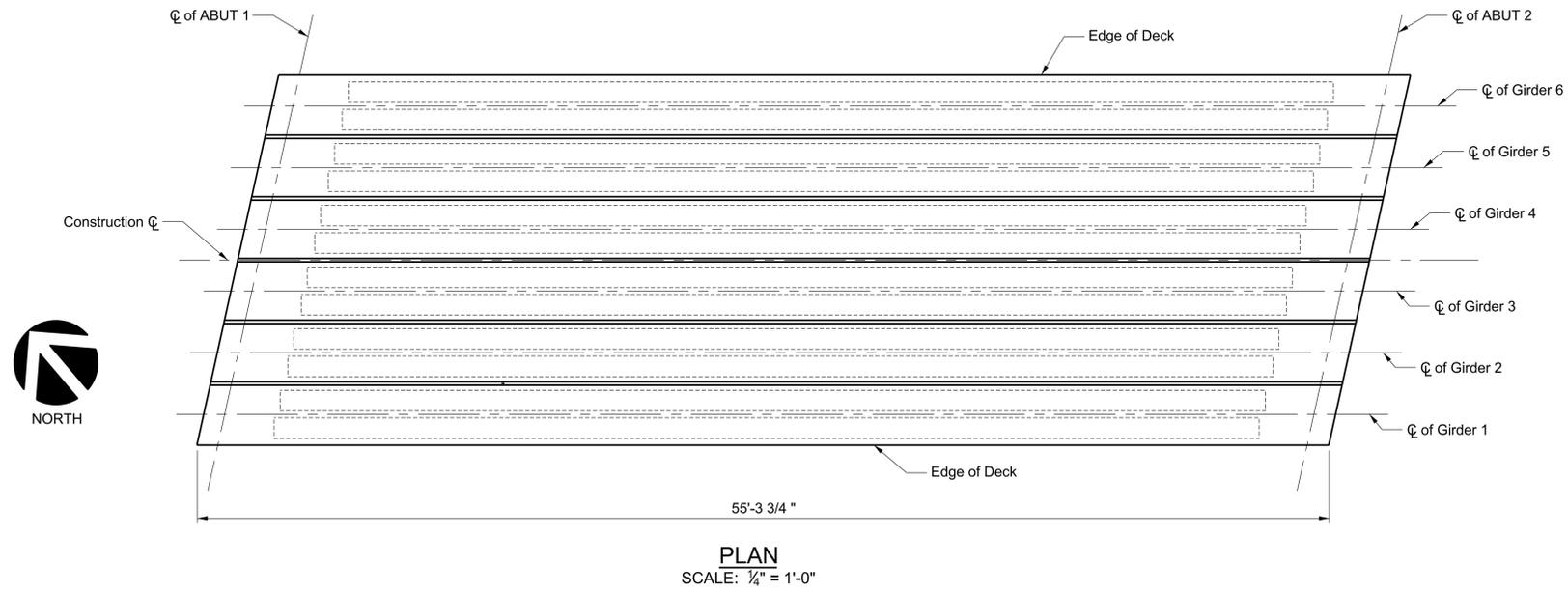
| DATE      | MARK | DESCRIPTION                      |
|-----------|------|----------------------------------|
| REVISIONS |      |                                  |
|           |      |                                  |
|           |      |                                  |
|           |      | PROJECT ENGINEER DATE: 2/21/2020 |

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**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
BIKEWAY BRIDGE  
PROJECT ID NO. RDC0015071  
TYPICAL SECTION

|              |                |                |
|--------------|----------------|----------------|
| DWG PB630026 | PCA X931001469 | SHEET 23 OF 26 |
|--------------|----------------|----------------|

BR. NO. 4294



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 CHECKER: A. WONG  
 DESIGNER: T. KAWAKATSU  
 DRAFTER: N. TORRES

| DATE      | MARK | DESCRIPTION |
|-----------|------|-------------|
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**MARVIN BRAUDE BEACH TRAIL**  
GAP CLOSURE  
BIKEWAY BRIDGE  
PROJECT ID NO. RDC0015071  
PRESTRESSED SLAB GIRDER LAYOUT

|              |                |                |
|--------------|----------------|----------------|
| DWG PB630026 | PCA X931001469 | SHEET 24 OF 26 |
|--------------|----------------|----------------|

BR. NO. 4294

**GENERAL NOTES**

1. Jacking force (P) is the force required at the point of control along the span. The jacking force does not include any fabrication specific losses.
2. The maximum tensile stress in the prestressing steel upon release shall not exceed 75% of the specified minimum ultimate tensile strength of the prestressing steel.
3. The maximum temporary tensile stress (jacking stress) in the prestressing steel shall not exceed 80% of the specified minimum ultimate tensile strength of the prestressing steel.
4. Keyways to be filled with grout (Minimum compressive strength = 5.0 ksi @ 24 hours)

**PRESTRESSING NOTES**

JACKING FORCE:  
Jacking force (P) = 352 kips/slab unit

CONCRETE STRENGTH:  
f<sub>ci</sub> = 4.5 ksi at time of initial stressing  
f<sub>c</sub> = 6.0 ksi at 28 days

PRESTRESSING STEEL (BOTTOM):  
0.6" DIA Strands, seven wire uncoated stress-relieved strands, Grade 270.

NUMBER OF SLAB UNITS:  
Total number of slab units = 6

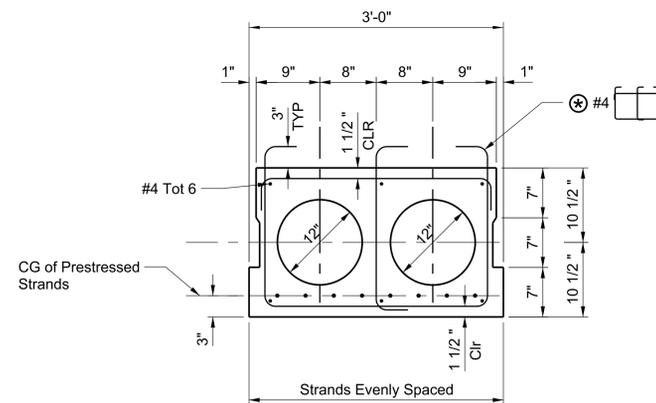
DEFLECTION COMPONENTS:  
Informational - to be used in setting screed line elevations.  
Screed line elevations for deck concrete will be determined by the Contractor.

| PRESTRESS SLAB UNIT | DEFLECTION COMPONENTS @ MIDSPAN (in) |         |
|---------------------|--------------------------------------|---------|
|                     | 6" DECK                              | RAILING |
| ALL UNITS           | -0.31                                | -0.01   |

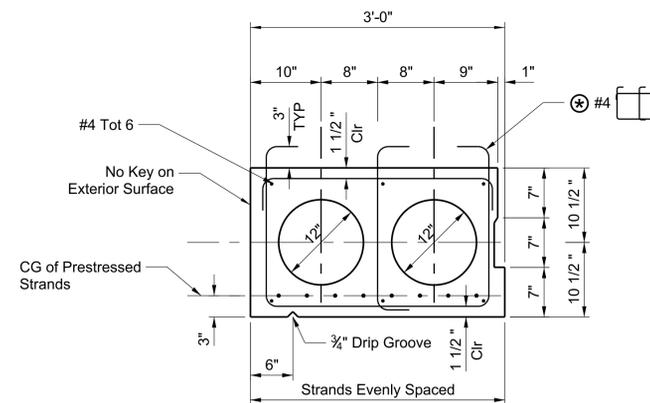
A (-) sign indicates downward deflection.

**LEGEND**

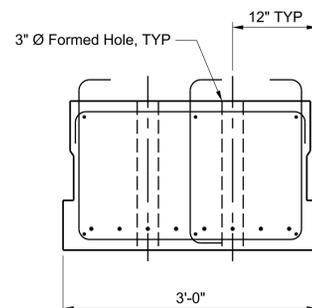
⊕ Epoxy Coated



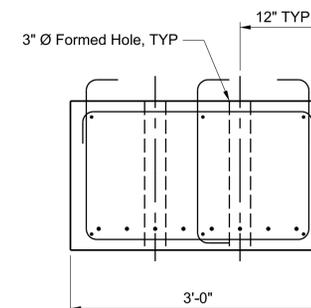
**SIV-36 SLAB UNIT**  
SCALE: 1" = 1'-0"



**SIV-36 EXTERIOR SLAB UNIT**  
SCALE: 1" = 1'-0"



**SIV-36 SLAB UNIT AT ABUTMENTS**  
SCALE: 1" = 1'-0"



**SIV-36 EXTERIOR SLAB UNIT AT ABUTMENTS**  
SCALE: 1" = 1'-0"

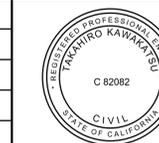
CADD PROJECT FILE NAME  
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CHECKER  
A. WONG

DESIGNER  
T. KAWAKATSU

DRAFTER  
N. TORRES

| DATE      | MARK | DESCRIPTION |
|-----------|------|-------------|
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PROJECT ENGINEER  
T. Kawakatsu  
DATE: 2/21/2020

LOS ANGELES COUNTY PUBLIC WORKS

**MARVIN BRAUDE BEACH TRAIL  
GAP CLOSURE  
BIKEWAY BRIDGE**

PROJECT ID NO. RDC0015071  
**PRESTRESSED SLAB GIRDER DETAILS**

|              |                |                |
|--------------|----------------|----------------|
| DWG PB630026 | PCA X931001469 | SHEET 25 OF 26 |
|--------------|----------------|----------------|

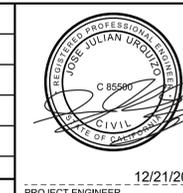
BR. NO. 4294

| SUMMARY LOG OF BORING B-1  |       |                                     |             |                            |             |                        |             |   |                        |        |  |
|--|-------|-------------------------------------|-------------|----------------------------|-------------|------------------------|-------------|---|------------------------|--------|--|
| Geotechnical and Materials Engineering Division - Los Angeles County Department of Public Works  |       |                                     |             |                            |             |                        |             |   |                        |        |  |
| PROJECT  |       | Santa Monica Cyn Channel Rubber Dam |             |                            | CLIENT      | PMD II                 |             | PAGE  |                        | 1 OF 2 |  |
| PROJECT ID   |       | 00000785                            |             | DRILLER                    | LACDPW      |                        | LOGGED BY   |   | Jeremy Wan/ Linda Bell |        |  |
| TYPE/DIAMETER OF BORING  |       | Hollow Stem Auger /8" diameter      |             |                            | TOTAL DEPTH |                        | 40 feet     |   |                        |        |  |
| DATE(S)  |       | 9/9/10                              |             | MONITORING WELL INSTALLED? |             | No                     |             | HAMMER WEIGHT (LBS.)  |                        | 140    |  |
| LOCATION   |       | 20ft WSW of Power Pole #30391M 3391 |             |                            |             |                        |             |   |                        |        |  |
| <small>Note: This log contains observations and interpretations that are valid only for the specific date and location of the boring. Subsurface conditions vary between borings and with time. Material descriptions are derived using visual classification methods and may vary from descriptive classifications based on laboratory testing.</small> |       |                                     |             |                            |             |                        |             |   |                        |        |  |
| LABORATORY TESTING   |       |                                     | FIELD DATA  |                            |             | LITHOLOGIC DESCRIPTION |             |   |                        |        |  |
| In-situ  | Sieve | DEPTH                               | Sample No.  | Blow Count                 | USCS        | Environmental          | Graphic Log |   |                        |        |  |
| d  | MC    | (ft)                                | (ASTM 1585) | (per ASTM 1585)            |             | Sample No.             |             |   |                        |        |  |
| (pcf)  | (%)   |                                     |             |                            |             |                        |             |   |                        |        |  |
|  |       | 0                                   |             |                            |             |                        |             | 6"-Concrete/4"- Base material                                 |                        |        |  |
|  |       | 1                                   |             |                            |             | SM                     |             | Silty Sand w/ Gravel (Fill)                                   |                        |        |  |
|  |       | 2                                   |             |                            |             | SMRD 2.0               |             | medium brown, moist, medium dense, gravels up to 2".          |                        |        |  |
|  |       | 3                                   |             |                            |             |                        |             | Gravel is black, ne-grained slate or volcanoclastic.          |                        |        |  |
|  |       | 4                                   |             |                            |             |                        |             | Probable II.  |                        |        |  |
| 102.3  | 15.3  | 77.7                                | 43.4        |                            |             | SC                     |             | Clayey Sand w/ Gravel (Fill)                                  |                        |        |  |
|  |       | 5                                   | 1R          | 4                          |             | SMRD 5.0               |             | dark brown, moist, medium-dense, gravels up to 1/2".          |                        |        |  |
|  |       | 6                                   | 2B          | 9                          |             |                        |             |   |                        |        |  |
|  |       | 7                                   |             | 15                         |             |                        |             |   |                        |        |  |
|  |       | 8                                   |             |                            |             |                        |             |   |                        |        |  |
|  |       | 9                                   |             |                            |             |                        |             |   |                        |        |  |
| 126.4  | 7.2   | 10                                  | 3R          | 10                         |             | SMRD 10.0              |             | @ 9'-10', Mostly gravel, angular, gray to black.              |                        |        |  |
|  |       | 11                                  |             | 28                         |             |                        |             | @10', Wood fragments to 3"wide, dark gray.                    |                        |        |  |
|  |       | 12                                  |             | 30                         |             |                        |             | @11', Dense.  |                        |        |  |
|  |       | 13                                  |             |                            |             |                        |             |   |                        |        |  |
|  |       | 14                                  |             |                            |             |                        |             |   |                        |        |  |
|  |       | 15                                  | 4R          | 11                         |             | SMRD 15.0              |             | @14', Decreased nes content.                                  |                        |        |  |
|  |       | 16                                  |             | 28                         |             |                        |             | @15', Possible ll/native soil contact. Well graded sand with  |                        |        |  |
|  |       | 17                                  |             | 17                         |             |                        |             | gravel, dark brown, trace clay, wet. Gravel is angular.       |                        |        |  |
|  |       | 18                                  |             |                            |             |                        |             | From 15' to 20' increasing nes content with increasing depth. |                        |        |  |
|  |       | 19                                  |             |                            |             |                        |             |   |                        |        |  |
|  |       | 20                                  | 5R          | 40                         |             | GP                     |             | Gravel w/ Sand  |                        |        |  |
| 138.1  | 7.7   | 21                                  |             | 41                         |             |                        |             | dark grey, wet, very dense.                                   |                        |        |  |
|  |       | 22                                  |             | 49                         |             |                        |             |   |                        |        |  |
|  |       | 23                                  |             |                            |             |                        |             |   |                        |        |  |
|  |       | 24                                  |             |                            |             |                        |             |   |                        |        |  |
|  |       | 25                                  |             |                            |             |                        |             |   |                        |        |  |

| SUMMARY LOG OF BORING B-1  |       |                                     |             |                            |             |                        |             |  |                       |        |  |
|--|-------|-------------------------------------|-------------|----------------------------|-------------|------------------------|-------------|--|-----------------------|--------|--|
| Geotechnical and Materials Engineering Division - Los Angeles County Department of Public Works  |       |                                     |             |                            |             |                        |             |  |                       |        |  |
| PROJECT  |       | Santa Monica Cyn Channel Rubber Dam |             |                            | CLIENT      | PMD II                 |             | PAGE                                     |                       | 2 OF 2 |  |
| PROJECT ID   |       | 00000785                            |             | DRILLER                    | LACDPW      |                        | LOGGED BY   |  | Jeremy Wan/Linda Bell |        |  |
| TYPE/DIAMETER OF BORING  |       | Hollow Stem Auger /8" diameter      |             |                            | TOTAL DEPTH |                        | 40 feet     |  |                       |        |  |
| DATE(S)  |       | 9/9/10                              |             | MONITORING WELL INSTALLED? |             | No                     |             | HAMMER WEIGHT (LBS.)                     |                       | 140    |  |
| LOCATION   |       | 20ft WSW of Power Pole #30391M 3391 |             |                            |             |                        |             |  |                       |        |  |
| <small>Note: This log contains observations and interpretations that are valid only for the specific date and location of the boring. Subsurface conditions vary between borings and with time. Material descriptions are derived using visual classification methods and may vary from descriptive classifications based on laboratory testing.</small> |       |                                     |             |                            |             |                        |             |  |                       |        |  |
| LABORATORY TESTING   |       |                                     | FIELD DATA  |                            |             | LITHOLOGIC DESCRIPTION |             |  |                       |        |  |
| In-situ  | Sieve | DEPTH                               | Sample No.  | Blow Count                 | USCS        | Altitudes              | Graphic Log |  |                       |        |  |
| d  | MC    | (ft)                                | (ASTM 1585) | (per ASTM 1585)            |             | Comments               |             |  |                       |        |  |
| (pcf)  | (%)   |                                     |             |                            |             | PID - PPM              |             |  |                       |        |  |
|  |       | 25                                  |             |                            |             |                        |             | @25', medium-dense.                      |                       |        |  |
|  |       | 26                                  | 6R          | 7                          |             | GP                     |             | Lean Clay w/ Sand                        |                       |        |  |
|  |       | 27                                  |             | 9                          |             | CL                     |             | medium brown, wet, very stiff.           |                       |        |  |
|  |       | 28                                  |             | 11                         |             |                        |             | Gravel w/ Sand                           |                       |        |  |
|  |       | 29                                  |             |                            |             |                        |             | dark grey, wet, dense.                   |                       |        |  |
|  |       | 30                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 31                                  | 7R          | 1                          |             | CL                     |             | Lean Clay                                |                       |        |  |
|  |       | 32                                  |             | 41                         |             |                        |             | black, wet, hard.                        |                       |        |  |
|  |       | 33                                  |             | 34                         |             |                        |             |  |                       |        |  |
|  |       | 34                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 35                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 36                                  | 8B          | 4                          |             | SP                     |             | Poorly Graded Sand w/ Clay               |                       |        |  |
|  |       | 37                                  |             | 16                         |             | SC                     |             | dark brown, wet, very dense.             |                       |        |  |
|  |       | 38                                  |             | 42                         |             |                        |             |  |                       |        |  |
|  |       | 39                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 40                                  |             |                            |             |                        |             | Boring terminated at 40' due to heaving. |                       |        |  |
|  |       | 41                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 42                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 43                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 44                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 45                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 46                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 47                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 48                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 49                                  |             |                            |             |                        |             |  |                       |        |  |
|  |       | 25                                  |             |                            |             |                        |             |  |                       |        |  |

CADD PROJECT FILE NAME  
 CHECKER W. MAN  
 DESIGNER J. URQUIZO  
 DRAFTER

|                      |    |             |  |
|----------------------|----|-------------|--|
| DRAWING NUMBER:      |    |             |  |
| (MARK AS-BUILT HERE) |    |             |  |
| DATE                 | MK | DESCRIPTION |  |
|                      |    | REVISIONS   |  |



|   |            |                  |    |
|---|------------|------------------|----|
| COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS  |            |                  |    |
| <b>MARVIN BRAUDE BEACH TRAIL</b><br>GAP CLOSURE<br>LOG OF BORINGS<br>PROJECT ID. RDC0015071 |            |                  |    |
| DATE  | 12/21/2020 | PROJECT ENGINEER |    |
| DWG   |            | PD               |    |
| SHEET   | 26         | OF               | 26 |

**CALIFORNIA COASTAL COMMISSION**

South Coast District Office  
301 E Ocean Blvd., Suite 300  
Long Beach, CA 90802-4302  
(562) 590-5071



# W11a

Staff: A. Spencer – LB  
Date: October 22, 2020

## ADMINISTRATIVE PERMIT

**Application No.:** 5-19-0365

**Applicant:** Los Angeles County Department of Public Works

**Location:** Will Rogers State Beach

**Project Description:** Widen a portion of the existing Marvin Braude Bicycle Path between the Los Angeles City/Santa Monica Border to the southern edge of Will Rogers State Beach Parking Lot 2 by 17 feet.

### EXECUTIVE DIRECTOR'S DETERMINATION

The findings for this determination, and for any special conditions, appear on subsequent pages.

NOTE: P.R.C. Section 30624 provides that this permit shall not become effective until it is reported to the Commission at its next meeting. If one-third or more of the appointed membership of the Commission so request, the application will be removed from the administrative calendar and set for public hearing at a subsequent Commission meeting. Our office will notify you if such removal occurs.

**This permit will be reported to the Commission on November 4, 2020. PLEASE NOTE THAT THIS WILL BE A VIRTUAL MEETING.** As a result of the COVID-19 emergency and the Governor's Executive Orders N-29-20 and N-33-20, this Coastal Commission meeting will occur virtually through video and teleconference. Please see the Coastal Commission's Virtual Hearing Procedures posted on the Coastal Commission's webpage at [www.coastal.ca.gov](http://www.coastal.ca.gov) for details on the procedures of this hearing. If you would like to receive a paper copy of the Coastal Commission's Virtual Hearing Procedures, please call 415-904-5202.

IMPORTANT - Before you may proceed with development, the following must occur:

Pursuant to 14 Cal. Admin. Code Sections 13150(b) and 13158, you must sign the enclosed duplicate copy acknowledging the permit's receipt and accepting its contents, including all conditions, and return it to our office. Following the Commission's meeting, and once we have received the signed acknowledgement and evidence of compliance with all special conditions, we will send you a Notice of Administrative Permit Effectiveness.

**BEFORE YOU CAN OBTAIN ANY LOCAL PERMITS AND PROCEED WITH DEVELOPMENT, YOU MUST HAVE RECEIVED BOTH YOUR ADMINISTRATIVE PERMIT AND THE NOTICE OF PERMIT EFFECTIVENESS FROM THIS OFFICE.**

John Ainsworth  
Executive Director

DocuSigned by:

*Amrita Spencer*

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by: Amrita Spencer  
Coastal Program Analyst

## STANDARD CONDITIONS

This permit is granted subject to the following standard conditions:

1. **Notice of Receipt and Acknowledgment.** The permit is not valid and development shall not commence until a copy of the permit, signed by the permittee or authorized agent, acknowledging receipt of the permit and acceptance of the terms and conditions, is returned to the Commission office.
2. **Expiration.** If development has not commenced, the permit will expire two years from the date the Commission voted on the application. Development shall be pursued in a diligent manner and completed in a reasonable period of time. Application for extension of the permit must be made prior to the expiration date.
3. **Interpretation.** Any questions of intent or interpretation of any term or condition will be resolved by the Executive Director or the Commission.
4. **Assignment.** The permit may be assigned to any qualified person, provided assignee files with the Commission an affidavit accepting all terms and conditions of the permit.
5. **Terms and Conditions Run with the Land.** These terms and conditions shall be perpetual, and it is the intention of the Commission and the permittee to bind all future owners and possessors of the subject property to the terms and conditions.

**SPECIAL CONDITIONS:** See pages seven through twelve.

**EXECUTIVE DIRECTOR'S DETERMINATION (continued):**

The Executive Director hereby determines that the proposed development is a category of development, which, pursuant to PRC Section 30624, qualifies for approval by the Executive Director through the issuance of an Administrative Permit. Subject to Standard and Special Conditions as attached, said development is in conformity with the provisions of Chapter 3 of the Coastal Act of 1976 and will not have any significant impacts on the environment within the meaning of the California Environmental Quality Act. If located between the nearest public road and the sea, this development is in conformity with the public access and public recreation policies of Chapter 3.

**FINDINGS FOR EXECUTIVE DIRECTOR'S DETERMINATION**

**A. PROJECT DESCRIPTION**

The applicant is proposing to widen approximately two miles of the existing Marvin Braude Bicycle trail along Will Rogers State Beach (City of Los Angeles) in order to improve public safety along the bicycle trail and to increase overall public access to and along the coast within the City of Los Angeles (**Exhibit 2**). The project site is bounded by the Pacific Palisades/Santa Monica Border to the south and the Will Rogers Parking Lot No. 2 to the north (**Exhibit 1**). The existing portion of the trail ranges between 13 feet and 14 feet wide across the project site. The applicant is proposing to construct a 16 to 17-foot addition to the trail to create a 30-foot multi-use pedestrian and bicycle path. The resulting 30-foot wide trail would be striped and separated into a 14-foot wide pedestrian trail and a 16-foot wide bicycle trail<sup>1</sup> in order to alleviate user access conflicts along this stretch of the access route. The project would also include the construction of a Class I bicycle path concrete slab bridge above the Santa Monica Canyon outflow. The bridge foundation consists of cast in steel shell piles and will be constructed behind the existing channel walls. The applicant is not proposing to relocate or realign the current trail at this time.

Will Rogers State Beach is owned by the California Department of State Parks (State Parks) and managed through the City of Los Angeles Department of Recreation and Parks (RAP). RAP has authorized the Los Angeles County Department of Public Works to serve as the applicant for the project and is developing a memorandum of understanding (MOU) with the applicant to maintain the trail upon completion of the project.

The subject beach trail is included in the larger Marvin Braude Bicycle Trail, a paved path located on the sandy beach that extends from Torrance to Pacific Palisades in the

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<sup>1</sup> The bicycle trail would also accommodate other fast-moving forms of active recreation, such as skateboarding and rollerblading.

City of Los Angeles. The trail provides lateral public access and recreation opportunities to pedestrians, bicyclists, rollerbladers, and skateboarders. The proposed project is one of several projects to realign and/or repair the Marvin Braude trail in order to improve lateral public access along the coast. In 2011, the Commission approved CDP No. 5-10-052 to repave and realign a 1.71-mile section of the bicycle trail within the Playa Del Rey neighborhood of the City of Los Angeles. In 2019, the Commission approved CDP No. 5-18-0267 to widen one mile of Ocean Front Walk and two miles of the Marvin Braude Bicycle Trail from 14 feet to 30 feet within the City of Santa Monica. The proposed project would widen the Pacific Palisades portion of the trail to 30 feet to align the Will Rogers portion of the trail with the Santa Monica portion of the trail, which was widened pursuant to CDP No. 5-18-0267.

The City of Los Angeles does not have a certified Local Coastal Program for the Pacific Palisades area. Therefore, the Commission's standard of review for the proposed development is the Chapter 3 policies of the Coastal Act.

Section 30601 of the Coastal Act provides details regarding the geographic areas where applicants must also obtain a coastal development permit from the Commission in addition to obtaining a local coastal development permit from the City. These areas are considered Dual Permit Jurisdiction areas. Coastal zone areas outside of the Dual Permit Jurisdiction areas are considered Single Permit Jurisdiction areas. Pursuant to Section 30600(b) of the Coastal Act, the City of Los Angeles has been granted the authority to approve or deny coastal development permits in both jurisdictions, but all of the City's actions are appealable to the Commission. In this case, the project site is within the Dual Permit Jurisdiction area.

Pursuant to Section 30600(b) of the Coastal Act, the City of Los Angeles has opted to issue its own coastal development permits prior to certification of a Local Coastal Program (LCP) except for those permits eligible for issuance as administrative coastal development permits by the Executive Director under Section 30624. Section 30624 of the Coastal Act states in part:

“(a) The commission shall provide, by regulation, for the issuance of coastal development permits by the executive director of the commission or, where the coastal development permit authority has been delegated to a local government pursuant to Section 30600.5, by an appropriate local official designated by resolution of the local government without compliance with the procedures specified in this chapter in cases of emergency, other than an emergency provided for under Section 30611, and for the following nonemergency developments: improvements to any existing structure; any single-family dwelling; any development of four dwelling units or less within any incorporated area that does not require demolition, and any other developments not in excess of one hundred thousand dollars (\$100,000) other than any division of land, and any development specifically authorized as a principal permitted use and proposed in an area for which the land use portion of the applicable local coastal program has been certified...”

The Executive Director of the Coastal Commission may consider the issuance of an administrative coastal development permit for a proposed project pursuant to Section 30624 of the Coastal Act. If the project is not one of the above mentioned categories of development, or the development raises significant environmental/coastal issues, such issues cannot be appropriately addressed on the Commission's administrative permit process and must be addressed by the City through its local coastal development permit process. In this case, the proposed project has received the appropriate approvals from the local government and qualifies for the Commission's Administrative Calendar. The proposed development was reviewed and approved by the City of Los Angeles Department of City Planning. However, the City determined that a local permit was not required for the project because the scope of work was limited to improvements to the existing trail and directed the applicant to apply directly to the Coastal Commission for approval. The California Department of State Parks, the landowner, issued a letter of approval for the project on April 6, 2020.

### **Sea Level Rise and Coastal Hazards**

The project site is located on the sandy beach, and is therefore vulnerable to erosion, flooding, wave runoff, and storm hazards. These hazard risks are exacerbated by sea-level rise that is expected to occur over the coming decades. In this geographic area, the main concerns raised by beach development are impacts to public access and recreation, and whether hazardous conditions might eventually lead to a request to build a shoreline protection device to protect the proposed development, which would further impact public access and recreation and would have detrimental effects to natural processes and coastal resources.

The Coastal Commission has adopted the Rising Seas in California: An Update on Sea-Level Rise Science, released in April 2017 by a working group of OPC's Science Advisory team, and the State of California Sea Level-Rise Guidance: 2018 Update as the best available science its 2018 Sea-level Rise Policy Guidance. The OPC's most recent projections in its statewide sea-level rise guidance is that in this area sea levels may rise between 1.8 and 5.3 feet by the year 2100 though there is a risk of much more significant sea-level rise depending on various uncertainties, including the dynamics of ice sheet loss. The projection is given in a range largely because researchers cannot know exactly how much greenhouse gases we will continue to emit over the coming decades. Because the world has continued along the "business as usual" scenario (and data suggests temperatures and sea-level rise are tracking along the higher projections), OPC and the Natural Resources Agency have continued to recommend against relying on the lower projections in planning and decision-making processes.

The applicant submitted a Coastal Hazards report prepared by ESA on September 16, 2019 to analyze the project site's susceptibility to coastal flooding, erosion, wave uprush events, and other coastal hazards. In their analysis, ESA estimated 5.5 feet of sea level rise, which corresponds to a projected life-span of 80 years, a low emissions scenario,

and a medium-high risk aversion scenario<sup>2</sup> under the OPC's 2018 guidance for projects in the Santa Monica Tide Gauge. The study concluded that the project site is not likely to be impacted by coastal hazards in the short term (2019-2065). This is likely due to the existing trail's location between 250-450 feet inland of the mean high tide line. However, in the mid-term life of the structure (2065-2090), the northwestern half of the site is expected to be at risk from storm erosion. In the long term (2090-2140), the entire project site would be at risk from storm erosion and the shoreline would be expected to retreat to the proposed trail at the northwestern and southeastern ends of the project segment. Regular flooding and inundation are expected to occur in the long-term scenario. Staff also undertook an independent analysis of the project site using a 6.6-foot sea-level rise and 100-year storm surge scenario using CoSMoS. Similar to the applicant's hazard analysis, staff found that the trail was subject to coastal flooding and coastal erosion in the long term. A closer look at the CoSMoS model shows that the expected erosion and flooding are likely caused by the presence of the Santa Monica Creek outfall (**Exhibit 3**).

Given the project site's vulnerability to coastal hazards exacerbated by sea level rise- including flooding and erosion- an adaptation strategy is needed in order to ensure that lateral public access along Will Rogers State Beach is maintained. The applicant has prepared an adaptation plan that includes relocating the segment of the Marvin Braude bicycle trail southeast of the storm drain outlet to northwest end of The Beach Club in the future (**Exhibit 4**). The plan also includes rerouting this segment of the beach trail to the landward edge of the beach at the edge of development. Rerouting this segment per the adaptation plan would move this segment landward of where the shoreline is expected to retreat to, which is expected to reduce the long-term (2090-2140) vulnerability of this segment to regular flooding and inundation. Nevertheless, the Commission imposes **Special Condition 3**, which requires the applicant to submit a final adaptation plan for review and approval by the Commission's Executive Director to relocate the path further inland of the trail's current location in the event that the path or portions of the path are damaged by coastal hazards. The adaptation plan for the relocated path shall be wide enough to accommodate both bicycle and pedestrian uses.

### **Shoreline Protective Devices**

The Coastal Act also contains policies that have the effect of restricting shoreline protection because such structures generally cause adverse impacts to coastal resources and can constrain the ability of the shoreline to respond to dynamic coastal processes. Shoreline protection devices such as revetments, seawalls, and bulkheads cumulatively affect shoreline sand supply and public access by causing accelerated and increased erosion on adjacent beaches. Such a protective structure is often placed on public land rather than on the private property it is intended to protect, resulting in a physical loss of beach area formerly available to the general public. Shoreline protective

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<sup>2</sup> This is considered to be a fairly conservative estimate given that easily removable development – which includes beach trails- are often analyzed using a low risk-aversion scenario.

devices can also prevent the natural inland migration of public lands (whether submerged lands, tidelands, or public state lands) in areas where they are not adjacent to adjudicated property lines. Because shoreline protection devices, such as seawalls, revetments, and groins, can create adverse impacts on coastal processes, Coastal Act Section 30253 specifically requires that new development minimize risk to life and property in areas of high flood hazards and prohibits development that could "... in any way require the construction of protective devices that would substantially alter natural landforms along bluffs and cliffs," including the natural shoreline and seacliffs. However, Section 30235 of the Coastal Act recognizes that existing development may be protected by shoreline protective devices subject to certain conditions. This limitation is particularly important when considering new development, such as in this case, because if it is known that a new development may need shoreline protection in the future, it would be unlikely that such development could be found to be consistent with Section 30253 of the Coastal Act. Therefore, the Commission's action on this project must consider the effects of wave uprush, flooding, and storm events (with sea-level rise considerations) on public access and recreation.

The applicant is not proposing a shoreline protective device for this project at this time. Because a significant portion of the trail is being removed and replaced, and because the entire length of the trail would be almost double its current width, the trail would not be entitled to shoreline protection as an "existing structure" consistent with Section 30235. Although the trail could be entitled to protection as a coastal dependent use, there are alternative locations and alignments for the trail located much further inland that would not require shoreline protection. Therefore, the Commission would not likely approve a request for shoreline protection for the trail in its current location. Pursuant to **Special Condition 3**, the applicant shall submit a final adaptation to move the trail inland from its current location in the event that the current trail is threatened by coastal hazards, and would be required to obtain an amendment to this permit before doing so.

For the reasons stated above, the Commission also imposes **Special Condition 4** and **Special Condition 5**. Under **Special Condition 4**, the applicant acknowledges that the permitted development (a widened coastal trail) is not entitled to shoreline protection. Likewise, under **Special Condition 5**, the applicant assumes the risks of developing in an inherently hazardous area.

As proposed and conditioned, the project can be found to be consistent with Sections 30235 and 30253 with regard to coastal hazards.

### **Public Access**

The existing path is heavily used by beach visitors to access and travel along the beach. Although the trail is necessary to facilitate pedestrian and bicycle traffic to and along the beach, the trail as it currently stands is proving to be insufficient to meet public access needs, which have been steadily increasing as more people visit Will Rogers State Beach. The path is frequently congested, and pedestrian/cyclist conflicts are all too common.

In response to this growing concern, the applicant has proposed to widen the existing bicycle path to 30 feet in order to provide separate thoroughfares for bicycles (and other fast-moving forms of transportation) and pedestrians. The widening would occur from the City of Los Angeles/Santa Monica border to the southern edge of Will Rogers Parking Lot 2. The alignment of the pedestrian/bicycle trail would not be changed; it would be expanded primarily on the seaward side, as indicated in **Exhibit 2**.

The County has provided a detailed response to explain why the proposed trail improvements cannot occur on the landward side of the trail. As **Exhibit 2** illustrates, a majority of the trail is already sited as far landward without encroaching onto existing development, including Pacific Coast Highway and accessory development associated with the Santa Monica Canyon outfall (including an existing retaining wall and concrete public beach access ramps). The portion of the trail directly adjacent to the Los Angeles/Santa Monica border cannot be expanded landward due to the presence of a vegetated dune located on state lands leased land that abuts the Santa Monica Beach club. In addition, the proposed landward expansion would align the Will Rogers portion of the trail to the Santa Monica portion of the trail. This would protect pedestrian and cyclist safety along the trail and would therefore protect lateral public access along the trail.

The Marvin Braude Bicycle trail – including the portion of the trail subject to this permit application- is designated as a part of the California Coastal Trail network (CCT). The CCT is a California Coastal Conservancy project to create a comprehensive network of trails along the entire stretch of the California coast in order to promote and enhance universal public access. The Commission has typically required improvements to and new development within the CCT to include signage to mark the CCT along the coast. Accordingly, the Commission imposes **Special Condition 2**, which requires the applicant to include signage to identify the Will Rogers State beach portion of the Marvin Braude Bicycle Trail as a part of the CCT.

As proposed and conditioned, the proposed trail alignment has been designed to protect public access to and along the beach to the best extent feasible and the project is consistent with the public access and recreation policies of the Coastal Act.

### **Marine Resources/Water Quality**

Due to the project's location near coastal waters, it is necessary to ensure that construction activities will be carried out in a manner that will not adversely affect recreation, water quality, or marine resources. The potential adverse impacts to water quality and marine resources include discharges of contaminated runoff and sedimentation during construction and as a result of the pouring of concrete, as well as the use of heavy equipment (fuel and oil leaks).

In order to prevent adverse impacts to marine waters from construction activities, the Commission is imposing **Special Condition 6**. This condition requires specific mitigation measures to be implemented in order to ensure that water quality, biological productivity, and marine resources are protected as required by Sections 30230 and

30231 of the Coastal Act. The required best management practices include provisions to prevent discharges into the water during construction. Only as conditioned will the proposed project ensure the protection of marine resources and water quality as required under the Chapter 3 policies of the Coastal Act.

The proposed development will not have any new adverse impact on public access to the coast or to nearby recreational facilities. Therefore, as conditioned, the proposed development conforms with Sections 30210 through 30214, Sections 30220 through 30224, and 30252 of the Coastal Act.

### **Environmental Resources**

The proposed project is located along a sandy beach. As stated earlier, a portion of the trail directly adjacent to the Santa Monica Beach Club is in close proximity to a 0.27 acre vegetated dune. Commission staff received a biological assessment of the dune that was prepared by Glenn Lukos Associates on July 28, 2020 for an associated development project at the Santa Monica Beach Club (CDP Application No. 5-19-1212).

The biological assessment notes that the dune ranges from two to six feet in height, is located within a highly disturbed area adjacent to a heavily used bicycle path, and that the vegetated areas of the dune contain the following plants: Fig Marigold (*Carpobrotus edulis*), Ripgut Brome (*Bromus diandrus*), European Sea Rocket (*Cakile maritima*), Beach Burweed (*Ambrosia chamissonis*), and Beach Evening Primrose (*Chamissoniopsis cheiranthifolia*). The Fig Marigold and Ripgut Brome, both non-native and invasive species, make up the vast majority of the vegetation on the dune area, while Beach Burweed and Beach Evening Primrose- the only two native species within the dune area- make up only 3 percent of the total vegetation on the dune. Overall, the biological assessment did not identify any special-status flora or fauna within the dune. Furthermore, the biological assessment concludes that the subject dune is not likely part of the larger dune system that is present within the Pacific Palisades region. Commission ecological technical staff review of the biological assessment is ongoing. The Commission typically requires more protective pre-and post-construction policies when development is sited near dunes. Therefore, the Commission imposes **Special Condition 2**. This condition requires that avoidance measures be implemented for native dune vegetation and requires a physical demarcation of the limits of development work. Even if the dune is determined to be ESHA when it is analyzed further under Permit Application No. 5-19-1212, **Special Condition 2** would prevent impacts to the adjacent dune that would be inconsistent with Section 30240 regarding sensitive environmental resources. As conditioned by the Commission, the proposed project can be found to be consistent with the Coastal Act polices pertaining to environmental resources.

### **B. PUBLIC ACCESS**

As conditioned, the proposed development will not have any new adverse impact on public access to the coast or to nearby recreational facilities. Thus, as conditioned, the

proposed development conforms with Sections 30210 through 30214, Sections 30220 through 30224, and 30252 of the Coastal Act.

### **C. MARINE RESOURCES AND WATER QUALITY**

The proposed work will be occurring on, within, or adjacent to coastal waters. The storage or placement of construction material, debris, or waste in a location where it could be discharged into coastal waters would result in an adverse effect on the marine environment. To reduce the potential for construction related impacts on water quality, the Commission imposes special conditions requiring, but not limited to, the appropriate storage and handling of construction equipment and materials to minimize the potential of pollutants to enter coastal waters. To reduce the potential for post construction impacts to water quality the Commission requires the continued use and maintenance of post construction BMPs. As conditioned, the Commission finds that the development conforms with Sections 30230 and 32031 of the Coastal Act.

### **D. LOCAL COASTAL PROGRAM (LCP)**

Coastal Act section 30604(a) states that, prior to certification of a local coastal program ("LCP"), a coastal development permit can only be issued upon a finding that the proposed development is in conformity with Chapter 3 of the Act and that the permitted development will not prejudice the ability of the local government to prepare an LCP that is in conformity with Chapter 3. The City of Los Angeles has neither a certified LCP nor a certified Land Use Plan. As conditioned, the proposed development will be consistent with Chapter 3 of the Coastal Act. Approval of the project, as conditioned, will not prejudice the ability of the local government to prepare a Local Coastal Program that is in conformity with the provisions of Chapter 3 of the Coastal Act.

### **E. CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

As conditioned, there are no feasible alternatives or additional feasible mitigation measures available that would substantially lessen any significant adverse effect that the activity may have on the environment. Therefore, the proposed project, as conditioned to mitigate the identified impacts, is the least environmentally damaging feasible alternative and can be found consistent with the requirements of the Coastal Act to conform to CEQA.

### **SPECIAL CONDITIONS**

The permit is granted subject to the following special conditions:

**1. Submittal of a Final Adaptation Plan.** The applicant shall submit a final adaptation plan for review and approval by the Executive Director that includes an alternate path alignment for the entire length of the trail approved pursuant to 5-19-0365 that is located inland of the current trail alignment in a non-hazardous location in case the trail is threatened or destroyed by coastal hazards (wave uprush, flooding, erosion, etc.). Improvements proposed to the relocated trail shall be designed to retain the minimum

width necessary for all public access uses and transportation modes that would occur on the beach trail. If the current trail is destroyed or reasonably threatened by flooding (particularly with 5.5 feet or more of sea level rise, as analyzed in the staff recommendation), the development shall require an amendment to this permit from the Coastal Commission or a new coastal development permit.

**2. California Coastal Trail Signage.** Upon acceptance of this permit, the applicant shall include signage that acknowledges the California Coastal Commission's role in providing public access at this location by including the agency name and logo. For any trail that is a component or segment of the California Coastal Trail, trail signage shall identify it as part of the California Coastal Trail and also include the California Coastal Trail logo.

**3. Habitat and Sensitive Species Protection Measures during Project Activities.**

A. Prior to any project activities, a qualified Resource Specialist shall survey the project site and identify with flags, stakes, or other markers all areas of existing native vegetation. Avoidance measures shall be implemented for native dune vegetation in areas where these species exist as a natural community and in areas where these species co-occur with non-native species.

B. The limits of development work shall also be clearly demarcated to identify the boundaries of the construction area and habitat area.

C. An appropriately trained biologist shall monitor all project activities for disturbance to sensitive species or habitat area. Based on field observations, the biologist shall advise the applicants regarding methods to minimize or avoid significant impacts, which could occur upon sensitive species or habitat areas. The biological monitor shall have the authority to stop work if any adverse impacts to sensitive species at the project site and/or within the project vicinity could result from continuation of the proposed development. The applicants shall not undertake any activity that would disturb sensitive species or habitat area unless specifically authorized and mitigated under this coastal development permit or unless an amendment to this coastal development permit for such disturbance has been obtained from the Coastal Commission.

**4. Waiver of Rights to a Future Shoreline Protection.**

A. By acceptance of this permit, the applicant acknowledges that the development authorized by this permit- including the widened portions of the existing Marvin Braude Bicycle Path- constitutes new development under the Coastal Act, and is not entitled to a shoreline protective device under Section 30235 of the Coastal Act. Thus, by acceptance of this permit, the applicant hereby waives, on behalf of itself and all successors and assigns, any rights to construct such devices that may exist under applicable law.

**B.** By acceptance of this Permit, the applicant further agrees, on behalf of itself and all successors and assigns, that they are required to remove all or a portion of the development authorized by the permit, and restore the site, if:

(1) the City or any other government agency with legal jurisdiction has issued a final order, not overturned through any appeal or writ proceedings, determining that the path is currently and permanently unsafe for occupancy or use due to damage or destruction from waves, flooding, erosion, or other hazards related to coastal processes, and that there are no feasible measures that could make the structures suitable for use without the use of shoreline protective devices;

(2) essential services to the site (e.g., utilities, roads) can no longer feasibly be maintained due to the coastal hazards listed above;

(3) removal is required pursuant to LCP policies for sea level rise adaptation planning; or

(4) the development requires new and/or augmented shoreline protective devices that conflict with relevant LCP or Coastal Act policies.

In addition, the development approval does not permit further encroachment onto public trust lands, and any future encroachment must be removed unless the Coastal Commission determines that the encroachment is legally permissible pursuant to the Coastal Act and authorizes it to remain. Any future encroachment would also be subject to the State Lands Commission's (or California Department of State Parks) leasing approval.

**5. Assumption of Risk, Waiver of Liability and Indemnity Agreement.** By acceptance of this permit, the applicant, on behalf of itself, and its successor and assigns, acknowledges and agrees (i) that the site may be subject to hazards from waves, storm waves, flooding and erosion; (ii) to assume the risks to the applicant and the property that is the subject of this permit of injury and damage from such hazards in connection with this permitted development; (iii) to unconditionally waive any claim of damage or liability against the Commission, its officers, agents, and employees for injury or damage from such hazards; (iv) to indemnify and hold harmless the Commission, its officers, agents, and employees with respect to the Commission's approval of the project against any and all liability, claims, demands, damages, costs and fees incurred in defense of such claims, expenses, and amounts paid in settlement arising from any injury or damage due to such hazards; and (v) to agree to include a provision in any subsequent sublease or assignment of the development authorized by this permit requiring the sublessee or assignee to submit a written agreement to the Commission, for the review and approval of the Executive Director, incorporating all of the foregoing restrictions identified in (i) through (v).

**6. Construction Responsibilities.** By acceptance of this coastal development permit, the permittee agrees that the permitted development shall be conducted in a manner that protects water quality pursuant to the implementation of the following BMPs:

**A.** No construction materials, equipment, debris, or waste shall be placed or stored where it may be subject to wave, wind, or rain erosion or dispersion.

**B.** Any and all demolition and construction material shall be removed from the site as soon as possible (within two days of completion of demolition/construction) and disposed of at an appropriate location. If the disposal site is located within the coastal zone, a coastal development permit or an amendment to this permit shall be required before disposal can take place.

**C.** All trash generated by construction activities within the project area shall be disposed of at the end of each day, or sooner if possible.

**D.** All grading and excavation areas shall be properly covered and sandbags and/or ditches shall be used to prevent runoff from leaving the site, and measures to control erosion must be implemented at the end of each day's work.

**E.** Washout from concrete trucks shall be disposed of at a controlled location not subject to runoff into coastal waters or onto the beach, and more than fifty feet away from a storm drain, open ditch or surface waters.

**F.** Erosion control/sedimentation Best Management Practices (BMPs) shall be used to control sedimentation impacts to coastal waters during construction. BMPs shall include but are not limited to: Silt fencing shall be installed between work areas and the water to prevent runoff/sediment transport into the ocean.

**G.** Construction vehicles operating at the project site shall be inspected daily to ensure there are no leaking fluids. If there are leaking fluids, the construction vehicles shall be serviced immediately. Equipment and machinery shall be serviced, maintained and washed only in confined areas specifically designed to control runoff and prevent discharges into the sea. Thinners, oils or solvents shall not be discharged into sanitary or storm sewer systems.

**H.** All construction equipment and materials shall be stored and managed in a manner to minimize the potential for discharge of pollutants. Any spills of construction equipment fluids or other hazardous materials shall be immediately contained on-site and disposed of in an environmentally safe manner as soon as possible.

**I.** During construction of the proposed project, no runoff, site drainage or dewatering shall be directed from the site into any bay, harbor, street or drainage unless specifically authorized by the California Regional Water Quality Control Board.

**J.** In the event that hydrocarbon-contaminated soils or other toxins or contaminated material are discovered on the site, such matter shall be stockpiled and transported off-site only in accordance with Department of Toxic Substances

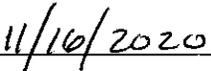
Control (DTSC) rules and/or Regional Water Quality Control Board (RWQCB) regulations.

**7. Future Improvements.** This permit is only for the development described in Coastal Development Permit No. 5-19-0365. Except as otherwise provided in Public Resources Code section 30610 and applicable regulations, any future development as defined in PRC section 30106, including, but not limited to, a change in the density or intensity of use of land, shall require an amendment to Permit No. 5-19-0365 from the Commission or shall require an additional coastal development permit from the Commission, unless the Executive Director determines no amendment or new CDP is legally required, or from the applicable certified local government.

**ACKNOWLEDGMENT OF PERMIT RECEIPT/ACCEPTANCE OF CONTENTS**

I/We acknowledge that I/we have received a copy of this permit and have accepted its contents including all conditions.

  
\_\_\_\_\_  
Applicant's Signature

  
\_\_\_\_\_  
Date of Signing



**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

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December 1, 2020

IN REPLY PLEASE

REFER TO FILE:

TPP-1

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

APPROVED BY THE CEO

DEC 01 2020

BY DELEGATED AUTHORITY

Dear Supervisors:

**TRANSPORTATION CORE SERVICE AREA  
APPROVE AND REQUEST THE ALLOCATION OF GRANT FUNDS  
FOR MARVIN BRAUDE BEACH TRAIL GAP CLOSURE PROJECT  
(SUPERVISORIAL DISTRICT 3)  
(3 VOTES)**

**SUBJECT**

Public Works is seeking Board approval for Marvin Braude Beach Trail Gap Closure project in the Cities of Los Angeles and Santa Monica and authorize the Director of Public Works or his designee to request the allocation of grant funds for this project.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Determine that the recommended actions are within the scope of the County of Los Angeles 2012 Bicycle Master Plan Final Program Environmental Impact Report previously certified by the Board or are otherwise exempt under the California Environmental Quality Act for the reasons stated in this Board letter and the record of the project.
2. Approve the Marvin Braude Beach Trail Gap Closure project and authorize the Director of Public Works or his designee to request the allocation of \$2,016,000 in grant funds from the California Transportation Commission and proceed with the implementation of the project.
3. Delegate authority to the Director of Public Works or his designee to execute a memorandum of understanding with the City of Los Angeles providing that the City will maintain the project after completion and the County will maintain ancillary amenities, such as trash cans, benches, and bike racks.

## **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

Approval of the recommended actions will comply with the California Environmental Quality Act (CEQA) and allow Public Works to widen the existing path and create a separate path for bicyclist and pedestrians to promote active lifestyles and mobility across the cities in accordance with the County 2012 Bicycle Master Plan. The project includes construction of a concrete slab bridge, removal and replacement of culverts, modifications to rest areas, benches, trash receptable, and bicycle racks.

On January 31, 2018, Public Works was awarded the \$2,216,000 in grant funds from the Active Transportation Program (ATP) Cycle 3 Augmentation grant program administered through Caltrans for the Marvin Braude Beach Trail (MBBT) Gap Closure project.

The purpose of the recommended actions is to authorize the Director of Public Works or his designee to request the allocation of grant funds for the closure of the 0.6 mile gap between the existing walkways connecting the Pacific Palisades community and the City of Santa Monica, thereby creating a 6-mile long continuous pedestrian walkway to enhance transportation opportunities. The project provides a safe alternative to Pacific Coast Highway by creating separated paths of travel for the heavy pedestrian and bicycle traffic flows present along the trail.

The recommended actions will also authorize the Director of Public Works or his designee to execute a memorandum of understanding with the City that will be approved as to form by County Counsel. This agreement will provide that upon completion of the project the City will maintain the pedestrian and bicycle pathways and the County will maintain amenities, including trash cans, benches, bike racks, and providing for mutual indemnification.

The project construction is anticipated to begin in July 2021 and be completed by July 2022.

## **Implementation of Strategic Plan Goals**

These recommendations support the County Strategic Plan: Strategy II.2, Support the Wellness of our Communities, Objective II.2.2, Expand Access to Recreational and Cultural Opportunities and Objective II.2.4, Promote Active and Healthy Lifestyles; and Strategy III.3, Pursue Operational Effectiveness, Fiscal Responsibility, and Accountability, Objective III.3.2, Manage and Maximize County Assets by investing in public infrastructure that address inadequate pedestrian facilities. It will attract individuals to engage in active physical activities and connect multiple communities.

### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

The total project cost is estimated to be \$4,900,000. MBBT Gap Closure project will utilize State transportation grant funding in the amount of \$2,216,000 under the ATP covered by existing County-State Agreement 77276, which includes \$200,000 for design and \$2,016,000 for construction. Under the ATP, State grant funds that are allocated to local agencies are used to finance a portion of the qualifying project costs. The remaining project cost of \$2,684,000 is funded with the Third Supervisorial District's Transportation Improvement Program Measure R Local Return fund in Fiscal Year 2020-21 Budget. Funding for the project's future costs will be requested through the annual budget process.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Approval of the recommended actions and compliance with CEQA is necessary for the California Transportation Commission to allocate the ATP Cycle 3A grant funding for the project. According to the ATP Guidelines in compliance with Section 21150 of the Public Resources Code, the California Transportation Commission will not allocate funds for a noninfrastructure project or plan, or for design, right of way, or construction of an infrastructure project prior to documentation of environmental clearance under CEQA.

The recommended actions will also authorize the Director of Public Works or his designee to execute a memorandum of understanding with the City that will be approved as to form by County Counsel. This agreement will provide that upon completion of the project the City will maintain the pedestrian and bicycle pathways and the County will maintain amenities, including trash cans, benches, bike racks, and providing for mutual indemnification.

### **ENVIRONMENTAL DOCUMENTATION**

On February 28, 2012, Agenda Item 7, the Board certified that the Final Program Environmental Impact Report (EIR) for the 2012 Bicycle Master Plan is in compliance with CEQA and that it reviewed and considered the information presented within the Final Program EIR before it approved the County 2012 Bicycle Master Plan; found that the Final Program EIR reflected the independent judgment and analysis of the County; determined that the significant adverse effect of the projects included in the County 2012 Bicycle Master Plan have been reduced to an acceptable level as outlined in the Findings of Fact; adopted the Mitigation Monitoring and Reporting Program and made a finding pursuant to Public Resources Code Section 21081.6 that the Mitigation

Monitoring and Reporting Program is adequately designed to ensure compliance with the mitigation measures during the Bicycle Master Plan implementation. Subsequently, on March 13, 2012, the Board adopted the County 2012 Bicycle Master Plan to replace the 1975 Master Plan of Bikeways.

The recommended actions are within the scope of the project in the previously certified Program EIR where the widening of a Class I bicycle route on MBBT from the east end of Will Rogers State Beach parking lot to the municipal boundary between the Cities of Los Angeles and Santa Monica was considered in the Final Program EIR for the County 2012 Bicycle Master Plan. Furthermore, additional related project activities are exempt from CEQA. These project activities include the performance of maintenance or minor alteration or replacement of existing facilities, including rest areas, culverts, benches, trash cans, and bike racks; and construction of a slab bridge is within a class of projects that have been determined not to have a significant effect on the environment and which meets the criteria set forth in Sections 15301(b), 15302(c), and 15303(d), (e) of the State CEQA Guidelines and Class 1(e)(f), Class 2 (e), and Class 3(a)(b) of the County's Environmental Document Reporting Procedures and Guidelines, Appendix G. In addition, based on the proposed project records, it will comply with all applicable regulations, and there are no cumulative impacts, unusual circumstances, damage to scenic highways, listing on hazardous waste site lists compiled pursuant to Government Code Section 65962.5, or indications that it may cause a substantial adverse change in the significance of a historical resource that would make the exemption inapplicable.

There are no changes to the project or circumstances under which the project will be undertaken that require further review under CEQA.

Upon the Board's approval, Public Works will file a Notice of Determination in accordance with Section 21152 of the California Public Resources Code and pay the required fees to the County Clerk. In accordance with State Executive Order N-54-20, additionally, Public Works will comply with all applicable public noticing requirements, including posting the Notice of Determination on the Public Works website at [www.pw.lacounty.gov](http://www.pw.lacounty.gov) and submitting all materials electronically to the State Clearinghouse CEQAnet web portal, the posting that can be found at <https://ceqanet.opr.ca.gov/Search/Recent>.

The custodian of such documents is the Transportation Program Development Section, Transportation Planning and Programs Division, 11th Floor.

The previously certified EIR and 2012 Bicycle Master Plan, and the documents and other materials constituting the record of proceedings upon which the Board based

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its decision in this matter, are available and can be viewed at 900 South Fremont Avenue, Alhambra, CA 91803, and at the Public Works website at this location: <https://www.pw.lacounty.gov/pdd/bike/masterplan.cfm>

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

When the project is completed, this will have a positive impact by providing separated paths of travel along the Marvin Braude Beach Trail for pedestrian and bicycle users. This project will also provide an improved environment for physical activity and travel.

**CONCLUSION**

Please return one adopted copy of this letter to Public Works, Transportation Planning and Programs Development Division.

Respectfully submitted,



MARK PESTRELLA  
Director of Public Works

MP:DBM:pr

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office