

by Planning Division staff will provide regular opportunities to interface with stakeholders and get their feedback.

b) Describe how you plan to use the River Parkway to encourage children's contact with nature (e.g., interpretive displays, partnerships with youth programs or schools, etc.).

The Project encourages children's contact with nature by creating an interpretive educational opportunity in close proximity to four schools. The MRCA was recently awarded funding to provide interpretive programs for the Ballona Wetlands. The interpretive exhibits will be developed in conjunction with our Interpretive staff, and those exhibits at or near the wetlands will be coordinated with the programming. Exhibits are planned for locations on the trail directly adjacent to Marina del Rey Middle School and Culver City High School. The Project will result in increased usage and awareness of the trail by both children and adults.

c) Describe how the parkway connects to local parks that support active recreation, schools or other public facilities that encourage walking. Include information on how the Project would provide additional connectivity and/or linkages to existing transportation hubs, larger park systems, business centers, etc.

The Ballona Creek Trail and Bike Path already connects to several other recreational resources. Syd Kvonenthal Park formerly known as McManus Park, is located at the eastern terminus of the Ballona Creek Bike Path. Near its western terminus, the trail connects to the South Bay Bike Trail and associated beaches. Kenneth Hahn State Recreation Area, the Baldwin Hills, and the Ballona Wetlands are large natural open space areas that can be accessed or seen from the trail. Two public schools are directly adjacent to the trail.

d) How will you provide appropriate security and safety on your River Parkway?

The trail is currently operated and maintained by the cities of Los Angeles and Culver City, and Los Angeles County, and those entities are also responsible for security. The Project will not create any public safety hazards. The replacement of fencing and repair of pavement in areas near interpretive exhibits will eliminate any existing safety hazards in those areas.

The MRCA recently obtained funding to provide interpretive and limited patrol services for the Ballona Wetlands. The regular presence of our staff on and near the downstream portion of the trail will have a beneficial effect on safety and security.

e) How will your project impact local/regional energy or land use, air pollution or auto emissions? Will your project be used as an alternative transportation mode? Describe.

The trail provides a safe alternative route for bicyclists and pedestrians through a heavily developed part of Los Angeles. Several arterial and collector streets with dedicated bike lanes access the trail. Entrances are located at most major streets, which provide bridge crossings over the creek itself. Community resources within a short distance from the trail include four schools, a community college, several parks, the Culver City Library, and the commercial corridors on Culver and Jefferson Boulevards. The new Playa Vista development is close by, in addition to many established residential neighborhoods.

f) How will you attract people to use the parkway? What ongoing efforts will be used to maintain and develop usage? If your project is part of a larger Community-wide health coalition, provide details. Who are you partnering with in your Community to encourage use (e.g.,

creating walking groups, community gardens)? Describe efforts to include local volunteers to build the River Parkway and develop Community support.

The project and location inherently attracts users. By enhancing the amenities and function of the Ballona Creek Trail and Bike path we are adding value and ensuring future community use.

g) Describe any other public health benefits provided by your project.

The Project will increase use of the existing bike path, resulting in more people using it for moderate exercise. Related projects, including the entrance improvements planned by MRCA, will incorporate the addition of native plants and trees, which will have a beneficial effect on local air quality.

3. Environmental Justice

a) How does your project address Environmental Justice concerns?

Due to the immense population of Los Angeles, and the relative scarcity of new park projects, almost every urban neighborhood is underserved, and the area surrounding the Project is no exception. The Project will improve a safe neighborhood bike path along Ballona Creek. Over half a million people are within a 15 minute walk of the Project.

b) Describe efforts to reach out to the Community potentially affected by this Project and how their concerns were addressed.

The Project concept has been presented to the local Neighborhood Council, the Ballona Creek Watershed Coordinator, and the Ballona Creek Watershed Task Force. The only concerns expressed so far are related to maintenance and security. Residents adjacent to public trails often believe that crime increases with such facilities; but that has not been true in MRCA's experience managing open space and trails. Maintenance needs and responsibilities will not be altered by the Project. The bicycling community and advocates are supportive of the Project.

c) How did you bring people from diverse cultural backgrounds and incomes into the planning process?

MRCA Planning staff have been regular participants in several stakeholder groups and programs for at least the past three years. The Project concept was developed internally by MRCA Planning staff and vetted to these groups, including the Ballona Creek Watershed Task Force and the Del Rey Neighborhood Council and the Del Rey Home Owners Association. The Project development was informed by knowledge gained through MRCA staff's regular participation in multiple stakeholder processes.

d) How does your project promote and/or encourage use from diverse cultural backgrounds and incomes?

The Project is located in the midst of Los Angeles, one of the most culturally diverse cities in California. The Project's location near these populations will inherently encourage use from these groups. Bicycling, walking, and nature contemplation are healthy activities that occur regardless of cultural backgrounds or income levels. By adding amenities to the Ballona Creek Trail, the Project will increase these uses by all groups.

4. Youth Employment

Describe how the River Parkway Project will use State or local youth employment programs (e.g., California Conservation Corps, local conservation corps or similar youth employment programs) and how the youth employment element will be integrated into the program.

It is anticipated that the signs, exhibits, and visitor amenities will be constructed by MRCA's in-house force account labor, and that the striping will be applied by the Los Angeles County Department of Public Works (DPW). The makeup of MRCA's and DPW's construction labor varies, but often includes employees that would be eligible for youth employment under Los Angeles County Regional Park and Open Space District (Prop A) standards. The Los Angeles Conservation Corps may be used to perform final site cleanup prior to project completion.

G. Other Sources of Funds

1. Funding from other sources is not required to receive a grant. However, River Parkway Projects that include Other Sources of Funds may be more competitive. All funding sources must be identified. Both monetary and In-Kind support may be considered.

a) Identify the source and amount of funds already committed to the project and expected timing of funds. Cite specific dollar amounts for cash contributions, in-kind services, volunteer effort, donated labor and materials, technical expertise, etc.

There is no match for the Project. However, it is part of a large overall conservation effort for the Ballona Creek watershed. Complementary projects are described in section 21 (see page 40).

b) If funding is not received from other sources, is the requested grant amount sufficient to complete the project? Explain.

If full funding is not secured through the River Parkways program, the Project could be scaled back by reducing the number of interpretive and wayfinding sign locations.

2. Disadvantaged Communities – Projects assisting a Disadvantaged Community will receive full points in this category – even if no other funding sources have been secured.

a) Describe the Disadvantaged Community and the basis for concluding the community is Disadvantaged.

The project is partially located in the City of Los Angeles, which qualifies as a Disadvantaged Community based on the methodology in Appendix E of the *Guidelines*.

b) Is the project located in the Disadvantaged Community?

Approximately half the length of the Ballona Creek Trail extends through the City of Los Angeles. The most upstream and downstream portions are in the City of Culver City and unincorporated Los Angeles, respectively. The Los Angeles segment is directly adjacent to Mar Vista Gardens, a public housing project. Six of the twelve proposed interpretive exhibits will be located on the Los Angeles segment, as will seven of the fifteen wayfinding signage sites. The entire Los Angeles segment of the trail will receive new striping.

c) How does your project benefit the community?

The Project benefits the Disadvantaged Community by offer a safe destination to experience nature and enjoy physical activity and a unique educational resource for all ages to study native

plants, birds and wetland habitat. The Project offers an easy opportunity for the State to invest in an area with few parkland opportunities.

d) In what way did members of the Disadvantaged Community participate in the development of the project?

Community members participated in the development of this project as well as the planning of entrance improvement projects through public meetings, presentations, and dialogue during multiple Task Force and Neighborhood Council meetings. Project progress will be reported back to these entities on a regular basis, ensuring continuing involvement from all stakeholders.

H. Water Quality and Watershed Protection

1. Explain how the project conforms to a Regional Water Quality Control Plan and is part of an applicable adopted watershed management plan recognized by the Regional Water Quality Control Board (RWQCB) (<http://www.swrcb.ca.gov/regions.html>).

Ballona Creek is part of the Santa Monica Bay Watershed Management Area, and is addressed in the Los Angeles Regional Water Quality Control Board's (Board) *Watershed Management Initiative Chapter (WMI)*. The version of the *WMI* posted on the Water Board's web site is dated October 2004, and this is the document consulted in preparation of this grant application. The water quality and watershed protection issues facing Ballona Creek, Ballona Wetlands, and Ballona Creek Estuary are numerous and complicated, as listed in this excerpt from the *WMI*:

The most recent Water Quality Assessment Report indicates impairment in this watershed due to coliform and its effects such as shellfish harvesting advisories; trash; PCBs and pesticides of historical origin such as DDT, chlordane, and dieldrin, as well as their effects such as sediment toxicity; metals such as lead, silver, arsenic, copper, cadmium, and zinc, as well as their effects such as water column toxicity; and tributyltin.

The *WMI*'s near-term and long-term recommended activities focus primarily on scientific analysis, monitoring, and permit compliance. The Project will not directly implement any of these items, but will complement the Board's continuing involvement in stakeholder and outreach activities, and participation in watershed planning efforts.

Because the proposed Project consists only of enhancements to the bike path, it will have no direct effects, either positive or negative, on the water quality of Ballona Creek. However, the Project will have an indirect positive effect through the educational content of the interpretive exhibits. The Project will also encourage use of the existing trail. Even if a visitor does not read any of the interpretive exhibits, just the exposure to the creek and wetlands will increase public awareness of the watershed's resources and their degradation. With increased public awareness will come increased public pressure to devote financial and other resources to clean up the creek.

The Project is also part of the *Ballona Creek Integrated Regional Water Management Plan – Phase One* adopted by the City of Los Angeles, County of Los Angeles, and the MRCA in 2005.

2. Describe the measurable and demonstrable water quality benefits that will result from this

project.

Through the interpretation components of this project as well as the MRCA's and other stakeholder groups' outreach programs, local residents, students, and visitors will be exposed to valuable information. The result will be increased education and public awareness of the importance of protecting resources such as Ballona Creek, by illustrating the direct correlation between clean water, good habitat and healthy wildlife populations. The Project will help individuals understand the impacts that communities and individuals have on the quality of the environment and human health.

Some of the interpretive content will specifically address issues and concepts related to water quality. Already in place along Ballona Creek are a number of new technologies to reduce storm water deposition of trash, sediments and toxins in Ballona Creek. These features will be highlighted in interpretive content where applicable. For example, an interpretive sign near an existing Continuous Deflective Separation (CDS) unit will explain how municipalities like Culver City are cleaning urban runoff before it enters the creek. The basics of Ballona Creek's Total Maximum Daily Loads (TMDLs) will be addressed.

3. If the project includes a monitoring plan, explain how it integrates with The Surface Water Ambient Monitoring Program (SWAMP), coordinated with the RWQCB and with local watershed partnerships, if available (<http://www.swrcb.ca.gov/swamp/>).

The project does not include a monitoring plan because it does not include a watercourse.

4. ASSESSOR'S PARCEL MAP

The project location is a 7.2-mile long bikeway that currently exists on the north and northwest sides of the Ballona Creek channel. The bikeway runs over 100+ parcels of public and private lands. Easements and permissions to build the bikeway and allow public access were secured when the bikeway was constructed in the 1970s by Los Angeles County. However, Los Angeles County does not have a parcel inventory or comprehensive map readily available. When asked for the ownership and easement information, the County's Real Estate Division staff commented that producing such a map would be quite expensive, as they claimed it would require extensive surveying and research. We concluded that this was not a feasible task for the grant application preparation.

We obtained a list of all the parcels that comprise or are adjacent to Ballona Creek; that list is included along with parcel maps with the relevant lots indicated by an arrow. However, we cannot indicate the exact location of the bikeway or which specific parcels on which it is located based on the information available. The list includes parcels on both sides of the creek, not just the bikeway side. We also have the ownership data for each parcel; however since that is over 100 pages only one copy has been submitted (see packet marked "original").

Because the bikeway has already been constructed and has been continuously operated and open to the public for 30+ years, and the Project is not changing or adding a use to the land, we believe that the land tenure requirement is already adequately satisfied.

5. PROJECT LOCATION MAP

See attached.

6. SITE PLAN

See attached.

7. FLOOD AGENCY CONCURRENCE

Not applicable.

8. LOCAL SUPPORT

The applicable local jurisdictions for this project are the City of Los Angeles, City of Culver City, and unincorporated Los Angeles County. See attached letters of support. The Baldwin Hills Conservancy works closely with the MRCA on projects in the area.



BILL ROSENDAHL

City of Los Angeles
Councilman, Eleventh District

Committees
Chair, Public Works
Vice-Chair, Trade, Commerce & Tourism
Member, Budget & Finance
Member, Transportation
Member, Ad Hoc Gang Violence & Youth
Development
Member, Ad Hoc Homelessness

October 16, 2006

California River Parkways Grant Program
The Resources Agency
Attn: Bond and Grant Units
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Bonds and Grants Units:

The City of Los Angeles Department of Public Works has previously worked collaboratively with the Mountains Recreation and Conservation Authority; a joint powers agency established pursuant to California Government Code section 6500, et seq., ("MRCA"). The Ballona Creek Bike Path is located on a county easement directly adjacent to Ballona Creek and runs through the City of Los Angeles. I support the proposed project to install additional signage, striping, and fencing to portions of the Bike Path. Increasing the aesthetic and educational value will enhance this amenity.

This letter is intended to indicate that if the MRCA is awarded grant funds for enhancement of designated portions of the Bike Path and re-striping, I would fully support the efforts by the MRCA.

If you have any questions regarding this issue, please do not hesitate to contact me.

Regards,

BILL ROSENDAHL
Councilman, 11th District

Westchester Office
7166 W. Manchester Boulevard
Westchester, CA 90045
(310) 568-8772
(310) 410-3946 Fax

City Hall
200 N. Spring Street, Room 415
Los Angeles, CA 90012
(213) 473-7011
(213) 473-6926 Fax

West Los Angeles Office
1645 Corinth Avenue, Room 201
Los Angeles, CA 90025
(310) 575-8461
(310) 575-8305 Fax

60



Oct. 12, 2006

DRAFT

California River Parkway Grant Program
The Resources Agency
Attn: Bond and Grant Units
1416 Ninth Street, Suite 1311
Sacramento, CA 95814

Bonds and Grants Units:

The Culver City Department of Public Works has previously discussed with the Mountains Recreation and Conservation Authority; a joint powers agency established pursuant to California Government Code section 6500, et seq., ("MRCA") the proposed project to install additional signage, striping, and fencing to portions of the Ballona Creek Bike Path. The Bike Path is located on a county easement directly adjacent to Ballona Creek and runs through Culver City. Increasing the aesthetic and educational value will enhance this amenity used by members of our community.

This letter is intended to indicate that if the MRCA is awarded grant funds for enhancement of designated portions of the Bike Path and re-striping, the Culver City Department of Public Works would fully support the efforts by the MRCA.

If you have any questions regarding this issue, please do not hesitate to contact me.

Sincerely,

x _____

Public Works Department
Culver City

NOTE: ORIGINAL SIGNED LETTER TO BE
SENT UNDER SEPARATE COVER; WAS
NOT OBTAINED IN TIME TO BE
INCLUDED WITH SUBMISSION.

9. COST ESTIMATE

PROJECT ELEMENT	Unit Price \$	Unit of Measure	Quantity	Total Amount \$	Agency Grant \$
1 Design, Outreach, and Project Management					
CEQA Notice of Exemption filing	\$ 35.00	ea.	1	\$ 35	\$ 35
Interpretive Sign Design, Writing	\$ 50.00	hour	360	\$ 18,000	\$ 18,000
Wayfinding Sign Selection/Design	\$ 50.00	hour	60	\$ 3,000	\$ 3,000
Project Management	\$ 47.00	hour	200	\$ 9,400	\$ 9,400
Subtotal Task 1				\$ 30,435	\$ 30,435
2 Permitting and Bidding					
Permitting / County Approvals	\$ 3,500.00	allowance	1	\$ 3,500	\$ 3,500
Bidding	\$ 3,500.00	allowance	1	\$ 3,500	\$ 3,500
Subtotal Task 2				\$ 7,000	\$ 7,000
3 Construction					
Bonding/Mobilization	\$ 7,500.00	lump sum	1	\$ 7,500	\$ 7,500
Stripe Bike Lanes	\$ 2.00	linear feet	26,400	\$ 52,800	\$ 52,800
Fencing - channel side, chain link at interp signs, est. 20' per location	\$ 25.00	linear feet	240	\$ 6,000	\$ 6,000
Pavement repair	\$ 5,000.00	allowance	1	\$ 5,000	\$ 5,000
Exhibit Frame	\$ 700.00	ea.	12	\$ 8,400	\$ 8,400
Exhibit Frame Labor	\$ 300.00	ea.	12	\$ 3,600	\$ 3,600
Exhibits - Printing	\$ 500.00	ea.	12	\$ 6,000	\$ 6,000
Wayfinding Signage	\$ 900.00	per location	15	\$ 13,500	\$ 13,500
Benches, Installed	\$ 2,000.00	ea.	5	\$ 10,000	\$ 10,000
Artwork & Stonework	\$ 3,000.00	per location	5	\$ 15,000	\$ 15,000
Bike Rack, Installed	\$ 450.00	ea.	8	\$ 3,600	\$ 3,600
Construction Observation	\$ 50.00	hour	120	\$ 6,000	\$ 6,000
Subtotal Task 3				\$ 137,400	\$ 137,400
4 Contingency 10%				\$ 17,484	\$ 17,484
Subtotal Task 4				\$ 17,484	\$ 17,484
Grand Total				\$192,319	\$192,319

10. LAND ACQUISITIONS FORM

Not applicable.

11. PROJECT TIMELINE

Execution of grant agreement ----- Project Start
Execute agreement with County of Los Angeles to install striping - Months 1 to 6
CEQA Notice of Exemption, 35-day posting ----- Months 1 to 2
Final design of enhancements ----- Months 3 to 7
Ordering and fabrication of materials ----- Months 8 to 12
Complete striping ----- Months 10 to 14
Bidding ----- Month 10
Construction of visitor amenities ----- Months 11 to 15
Installation of signs ----- Months 16 to 17
Project closeout ----- Month 18

12. USGS QUAD MAP

See attached.

64

14. SIGNED AUTHORIZING RESOLUTION

Authorizing resolution for application:

Mountains Recreation and Conservation Authority – Resolution #06-151; 10/4/06

65

MOUNTAINS RECREATION AND CONSERVATION AUTHORITY

October 4, 2006 — Agenda Item VI

Resolution No. 06-151(b)

**RESOLUTION OF THE GOVERNING BOARD OF THE MOUNTAINS RECREATION
AND CONSERVATION AUTHORITY APPROVING THE APPLICATION FOR
GRANT FUNDS FOR THE CALIFORNIA RIVER PARKWAYS GRANT
PROGRAM UNDER THE WATER SECURITY, CLEAN DRINKING
WATER, COASTAL AND BEACH PROTECTION
ACT OF 2002 (PROPOSITION 50)**

WHEREAS, the Legislature and Governor of the State of California have provided Funds for the program shown above; and

WHEREAS, the Resources Agency has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the State Resources Agency require a resolution certifying the approval of application(s) by the Applicant's governing board before submission of said application(s) to the State; and

WHEREAS, the Applicant, if selected, will enter into an agreement with the State of California to carry out the Project.

Resolved, That the Governing Board of the Mountains Recreation and Conservation Authority (MRCA) hereby:

1. FINDS that Ballona Creek Bike Trail will provide significant public benefits.
2. FINDS that the proposed action is categorically exempt from the provisions of the California Environmental Quality Act.
3. ADOPTS the staff report and recommendations dated October 4, 2006.
4. APPROVES the filing of an application for Ballona Creek Bike Trail (the Project).
5. CERTIFIES that Applicant understands the assurances and certification in the application.

6. CERTIFIES that Applicant or title holder will have sufficient funds to operate and maintain the Project consistent with the land tenure requirements; or will secure the resources to do so.
7. CERTIFIES that it will comply with the provisions of Section 1771.8 of the State Labor Code regarding payment of prevailing wages on Projects awarded Proposition 50 Funds.
8. CERTIFIES that the Project will comply with any laws and regulations including, but not limited to, legal requirements for building codes, health and safety codes, disabled access laws, and, that prior to commencement of construction, all applicable permits will have been obtained.
9. APPOINTS the Executive Officer, or designee, as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements and so on, which may be necessary for the completion of the aforementioned Project.
10. APPOINTS the Assistant Financial Officer, or designee, as agent to execute and submit all financial documents including, but not limited to payment requests, which may be necessary for the completion of the aforementioned Project.
11. AUTHORIZES any budget amendments as necessary.
12. AUTHORIZES the Executive Officer or his designee to do any and all acts necessary to carry out this resolution and any recommendations made by the Governing Board.



Chair

AYES: Hayduk, Lange, Berger

NOS: none

ABSTAIN: none

ABSENT: Daniel

Agenda Item VI
October 4, 2006
Page 3

I HEREBY CERTIFY that the foregoing resolution was adopted at a regular meeting of the governing board of the Mountains Recreation and Conservation Authority, duly noticed and held according to law, on the 4th day of October, 2006.

Date: 10/4/06


Executive Officer

15. PROOF OF ENVIRONMENTAL COMPLIANCE

The proposed project is Categorically Exempt per §15301 and §15300.4. A CEQA Notice of Exemption (NOE) was filed with the Los Angeles County Clerk on October 25, 1999, and a copy is attached.

The NOE specifically references the project location as between Lincoln and National Boulevards. The only Project improvements that are proposed outside of that area are interpretive and wayfinding signs southwest (downstream) of Lincoln Boulevard. This work would also be Categorically Exempt per §15301 and §15300.4. If the Project is funded, an additional NOE will be filed for the improvements in that area, and as such is included within the proposal's budget and timeline.

Notice of ExemptionAppendix E**ORIGINAL FILED****To:**

County Clerk
County of Los Angeles
Environmental Filings
12400 Imperial Highway, Room 2001
Norwalk, California 90650

From:

County of Los Angeles
Department of Parks & Recreation
Planning Division
433 South Vermont Avenue
Los Angeles, California

OCT 25 1999**LOS ANGELES COUNTY CLERK****Project Title:** Ballona Creek Trail Restoration / Development**Project Location - Specific:** City of Los Angeles and Culver City from Lincoln Blvd. to National Blvd.**Project Location - City:** Culver City **Project Location - County:** Los Angeles**Description of Nature, Purpose, and Beneficiaries of Project:** Improve and / or develop public access points to the trail along the southern portion of the Ballona Creek Area.**Name of Public Agency Approving Project:** County of Los Angeles, Department of Parks & Recreation**Name of Person or Agency Carrying Out Project:** County of Los Angeles**Exempt Status: (check one and/or see narrative below)**

Article 19

Categorical Exemptions (15300 - 15329)

☒ Existing Facilities (Sec. 15301 (c))

County CEQA Guidelines

Categorical Exemptions (15300.4)

☒ Existing Facilities (Class 1 (f), (x-24), Class 16)

Reasons why Project is exempt: The proposed project elements are consistent with Section 15301 (c) of the State CEQA guidelines for the maintenance, operation and repair or minor alteration of existing public structures or facilities involving negligible or no expansion of use beyond that existing at the time of the lead agency's determination (County of Los Angeles), including but not limited to bicycle trails, pedestrian trails and similar facilities.

The elements of the project are also consistent with the County CEQA guidelines in Class 1 (c) for maintenance or minor alteration of existing public structures and facilities in need of restoration, repair or accumulated maintenance not performed. The project is consistent with Class 1(f) of the County CEQA Guidelines for existing bicycle trails, pedestrian trails and equestrian trails within already established rights-of-way except where activity will involve removal of a scenic resource including, but not limited to, a stand of trees, a rock outcropping, or historic building. Class 4 (n) of the County CEQA guidelines provides for construction and creation of trail paths and lanes. This project will improve and develop public access points to the existing portion of Ballona trail located along the southern portion of Ballona Creek.

99151701

JUL-15-2003 TUE 03:22 PM

FAX NO.

P. 04

Notice of Exemption

Appendix E

Lead Agency

Contact Person: LARRY WENSLEY Phone (213) 738-2118 ()

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? (Circle one) Yes or No.

Larry Wensley
Print name here, then sign above this line

10-25-99
(Date)

99151701

71

16. RESTRICTIONS/ENCUMBRANCES

The project location is a 7.2-mile long bikeway that currently exists on the north and northwest sides of the Ballona Creek channel. The bikeway runs over 100+ parcels of public and private lands. Easements and permissions to build the bikeway and allow public access were secured when the bikeway was constructed in the 1970s by Los Angeles County.

Because the number of parcels the bikeway is constructed on is so large, we concluded that it was not feasible to obtain title reports or land title surveys for the project location. We were unable to obtain the necessary information to make such a search from the County's Real Estate Division staff. The bikeway itself is an easement in some locations.

Because the bikeway has already been constructed and has been continuously operated and open to the public for 30+ years, we believe it is safe to assume that there are no easements, mineral rights, or other conditions that would negatively affect the implementation of the Project. The Project does not add a new land use to the properties.

17. EVIDENCE OF WILLING SELLER

Not applicable.

18. ADEQUATE SITE CONTROL/LAND TENURE

The project location is a 7.2-mile long bikeway that currently exists on the north and northwest sides of the Ballona Creek channel. The bikeway runs over 100+ parcels of public and private lands. Easements and permissions to build the bikeway and allow public access were secured when the bikeway was constructed in the 1970s by Los Angeles County. All of the proposed improvements are within the existing bikeway facility and nothing is proposed for property that is not already used by the public. The Project does not change any land uses.

Because the number of parcels the bikeway is constructed on is so large, we concluded that it was not feasible to obtain title reports or ownership information for the full extents of the project location. We were unable to obtain either parcel or ownership information from the County's Real Estate Division staff, or even a contiguous map of the bikeway showing property lines.

Existing agreements between Los Angeles County and the Cities of Los Angeles and Culver City, give the County permission to build and operate the bikeway within those jurisdictions (see page 39). The attached letter from the County indicates their willingness to allow the Project to be implemented. Because the bikeway has been continuously operated and open to the public for 30+ years, we believe that these documents show reasonable evidence of site control and land tenure and that these requirements have been adequately satisfied.

19. OPERATIONS & MAINTENANCE

Operation and maintenance of the Ballona Creek Trail & Bike Path is shared between the City of Culver City, City of Los Angeles and Los Angeles County, depending on which jurisdiction the path is located. Implementation of the proposed enhancement project will not alter this existing situation, and improvements are planned for all three jurisdictions.

Little additional maintenance will result from the project, and is limited to graffiti removal on the signs. The interpretive signs will be covered with plexiglass, which is relatively inexpensive to replace. Wayfinding signs will have a anti-graffiti coating. In some areas existing maintenance problems may be eliminated through the replacement of fencing or pavement repair. The added attention that the Project will bring will also motivate the responsible entities to diligently perform maintenance. The proposed enhancements have been vetted with representatives from all jurisdictions.

Los Angeles County entered into cooperative agreements with the cities of Los Angeles and Culver City in 1976 and 1970, respectively, for creation and operation of the Ballona Creek Bike Path. These agreements are enclosed and in both cases specify that maintenance is the responsibility of the City.

AGREEMENT

28424

THIS AGREEMENT, BY AND BETWEEN

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

AND

CITY OF LOS ANGELES, a municipal
corporation in the State of California,
hereinafter referred to as "CITY";

COOPERATIVE PROGRAM

1. District, while performing its primary functions of flood control and water conservation, will cooperate where feasible with City in the development of bicycle facilities located on District rights of way.

FUTURE RECREATIONAL FACILITIES

2. City will submit written requests for any future City bicycle facilities on District properties to District for its review. Upon written notification by Chief Engineer of District that the proposed use is compatible with District's functions, the use may be initiated, subject to the terms of said written notification and this Agreement. District may at any time notify City in writing of modifications or additions to the special conditions relating to City activities necessary to retain compatibility with District's functions. Said modifications and/or additions shall become binding upon City from the date of notification to City and shall be accomplished by City within a reasonable length of time.

3. In the event modification of any District facility is required for City development, and provided that such modification at City's expense is acceptable to District, District will provide written approval of the proposal and written permission will be given by District for said modification. The use of said facility will not commence until the terms of this written

JOHN H. LARSON, COUNTY COUNSEL
648 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
PHONE 974.1801

1 permission have been fully complied with to the satisfaction of District's
2 Chief Engineer.

3 USE OF DISTRICT RIGHTS OF WAY

4 4. To the degree it is empowered to do so, District will grant City
5 permission to use District's rights of way to carry out the bicycle purposes
6 herein contemplated, where such use is approved as provided in Paragraphs 2
7 and 3, supra. Any increased cost to the District caused by reason of bicycle
8 use of District's rights of way shall be compensated by City. These costs
9 shall include, but not be limited to, land costs, severance damages, main-
10 tenance, and incidental costs relative thereto.

11 FLOOD CONTROL AND WATER CONSERVATION PRIORITY

12 5. Use of facilities for bicycle purposes shall be subordinated to
13 the basic flood control and water conservation purposes of the area as determined
14 by Chief Engineer for District and shall in no way conflict with this purpose.
15 Chief Engineer reserves the right to cancel any specific use should, in his
16 opinion, there develop substantial incompatibility between bicycle uses and
17 flood control and water conservation uses arising from any cause whatsoever.
18 Said use shall be terminated 30 days after notification in writing by the Chief
19 Engineer.

20 6. City will maintain the District's rights of way and related flood
21 control facilities affected by bicycle uses in accordance with any special
22 maintenance requirements established by District's Chief Engineer and shall
23 be wholly responsible for maintenance of all improvements installed by City
24 on District rights of way for the purposes contemplated herein.

25 7. All fencing and other facilities installed by City on District's
26 rights of way for bicycle uses will be subject to removal by District or by City
27 at District's request for District's maintenance purposes as required, and cost
28 for restoration and maintenance of said facilities shall be borne by City.

JOHN H. LARSON, COUNTY COUNSEL
848 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
PHONE 874-1801

JOHN H. LARSON, COUNTY COUNSEL
648 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
PHONE 974-1801

1 8. District will, except in cases of emergency, advise City of
2 District's maintenance or other activities which might adversely affect the
3 City's facilities at least two weeks in advance of contemplated activities.

4 9. Neither the District nor any officer or employee thereof shall
5 be responsible for any damage or liability occurring by reason of anything
6 done or omitted to be done by the City under or in connection with any work,
7 authority, or jurisdiction delegated to the City under this Agreement. It is
8 understood and agreed that pursuant to Government Code Section 895.4, City
9 shall fully indemnify and hold District harmless from any liability for
10 injury (as defined by Government Code Section 810.8) occurring by reason of
11 anything done or omitted to be done by City under or in connection with any
12 work, authority, or jurisdiction delegated to City under this Agreement.

13 10. Neither the City nor any officer or employee thereof shall be
14 responsible for any damage or liability occurring by reason of anything done
15 or omitted to be done by the District under or in connection with any work,
16 authority, or jurisdiction delegated to District under this Agreement. It
17 is understood and agreed that pursuant to Government Code Section 895.4,
18 District shall fully indemnify and hold City harmless from any liability
19 for injury (as defined by Government Code Section 810.8) occurring by reason
20 of anything done or omitted to be done by District under or in connection with
21 any work, authority, or jurisdiction delegated to District under this Agreement.

22 11. Should any person or persons enter the District's right of way
23 in the vicinity of a bicycle use sponsored by City, it shall be assumed
24 in the absence of clear evidence to the contrary that such person or persons
25 gained entry through openings provided for City's use, and City shall fully
26 indemnify and hold harmless District from any claims, loss, damage, or liability
27 in accordance with Paragraph 9 of this Agreement.
28 -----

1 12. The parties hereto agree that should any action at law in
2 arbitration between the parties to this Agreement arise out of said agreement,
3 the prevailing party is entitled to recover all costs of said arbitration or
4 action including a reasonable attorney's fee.

5 13. This Agreement does not supersede nor alter, in purpose or
6 intent, that existing Joint-Use Agreement dated March 12, 1968 (District
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JOHN H. LARSON, COUNTY COUNSEL,
448 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
PHONE 974-1801

1 Agreement No. 13282), between the District and the City of Los Angeles' Board
2 of Recreation and Park Commissioners.

3 IN WITNESS WHEREOF, the parties hereto have caused this Agreement
4 to be executed by and through their respective duly authorized officers on this
5 8th day of September, 1976, by City, and on this
6 26th day of October, 1976, by District.

7 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

8
9 By BAXTER WARD
Chairman, Board of Supervisors

10 ATTEST:

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

(SEAL)

13 By ELVIA I. CRUZ
14 Deputy

15 APPROVED AS TO FORM:
16 John H. Larson
County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

41

OCT 26 1976

17 By [Signature]
18 Deputy

[Signature]

JAMES S. MIZE
EXECUTIVE OFFICER

CITY OF LOS ANGELES

20 By [Signature]
21
22 SEP 8 1976

23 ATTEST: [Signature] City Clerk

24 By [Signature]

25
26
27 RJE:ca
5/23/75

28 Approved as to Form
BURT PINES, City Attorney
By [Signature]
Deputy

JOHN H. LARSON, COUNTY COUNSEL
648 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
PHONE 874-1801

845 HALL OF ADMINISTRATION
LOS ANGELES, CALIFORNIA 90012
01.E.2011

1 AGREEMENT

2 THIS AGREEMENT, BY AND BETWEEN

3 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
4 a body corporate and politic, hereinafter
5 referred to as "DISTRICT";

6 AND

7 CITY OF CULVER CITY, COUNTY OF LOS ANGELES,
8 a municipal corporation of the State of
9 California, hereinafter referred to as
10 "CITY";

11 COOPERATIVE PROGRAM

12 1. District, while performing its primary functions of flood control
13 and water conservation, will cooperate where feasible with City in the
14 development of recreational facilities located on District properties.

15 EXISTING FACILITIES

16 2. To establish for the purposes of this Agreement the exact extent
17 of the present use of District property by authorized City activities, City will,
18 within six (6) months of the date of execution of this Agreement, provide
19 District with a detailed written statement indicating the type and location
20 of all its present use if any of District properties. This statement will
21 constitute an application to District to recognize those facilities under the
22 terms of this Agreement. Written acceptance of the terms of said Agreement
23 by District will be effective upon transmittal to City of District's written
24 approval. All past permits and approvals shall be and become void when
25 approved for inclusion within this Agreement or two (2) years from the date of
26 said execution of said Agreement, whichever shall first occur.

27 FUTURE FACILITIES

28 3. City will submit written requests for any future City activities on
29 District properties to District for its review. Upon written notification by
30 Chief Engineer of District that the proposed use is compatible with District's
31 functions, the use may be initiated, subject to the terms of said written
32 notification and this Agreement. District at its sole discretion may at any
time notify City in writing of modification, or additions to the special
conditions relating to City activities. Said modifications and/or additions

1 shall become binding upon City from the date of notification to City upon
2 failure of City to submit written objection to said conditions to District.

3 4. In the event modification of any District facility is required for
4 City development, and provided that such modification at City's expense is
5 acceptable to District. District will provide written approval of the proposal
6 and a permit will be issued by District for said modification. The use of
7 said facility will not commence until the terms of the permit have been fully
8 complied with to the satisfaction of District's Chief Engineer and a letter
9 so indicating has been received by City.

10 USE OF DISTRICT RIGHTS OF WAY

11 5. To the degree it is empowered to do so, District will grant City
12 permission to use District's rights of way to carry out the recreational
13 purposes herein contemplated, where such use is approved as provided in
14 Paragraphs 3 and 4, supra. Any change in revenue or increased cost to the
15 District caused by reason of recreational use of District's rights of way,
16 however, shall be compensated by City. These costs shall include, but not be
17 limited to, land costs, severance damages and incidental costs relative thereto.

18 FLOOD CONTROL AND WATER CONSERVATION PRIORITY

19 6. Use of facilities for recreational purposes shall be subordinated
20 to the basic flood control and water conservation purposes of the area as
21 determined by Chief Engineer for District and shall in no way conflict with
22 this purpose. Chief Engineer reserves the right to cancel any specific use
23 should, in his opinion, there develop an incompatibility between recreational
24 uses, and flood control and water conservation uses arising from any cause
25 whatsoever. Said use shall be and become void thirty (30) days after
26 notification in writing by the Chief Engineer.

27 7. City will maintain the District's rights of way and related flood
28 control facilities affected by recreational uses in accordance with any
29 special maintenance requirements established by District's Chief Engineer.

30 8. All fencing and other facilities required by City's recreational
31 use of District's rights of way will be subject to removal by District for
32 maintenance purposes as required and cost for restoration and maintenance of

1 said facilities shall be borne by City.

2 9. District will, except in cases of emergency, advise City of
3 District's maintenance or other activities which might adversely affect the
4 City's recreation facilities, at least two (2) weeks in advance of contemplated
5 activities.

6 10. City shall fully indemnify and hold District harmless from any
7 claims, loss, damage or liability to itself or to third parties occurring
8 by reason of City's use and/or modification of District's rights of way
9 and facilities. Should District prevail in any action at law or arbitration
10 between the parties to this Agreement arising out of said Agreement, City
11 agrees to pay District all costs of said arbitration or action including a
12 reasonable attorney's fee.

13 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to
14 be executed by and through their respective and duly authorized officers on this
15 24th day of August, 1970, by City and on this
16 15th day of September, 1970, by District.

17 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

18 By ERNEST E. DEBS
19 Chairman, Board of Supervisors

20 ATTEST:
21 James S. Mize
22 Executive Officer-Clerk of the
23 Board of Supervisors

(SEAL)

24 By FRANCES L. HUSBY
25 Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

26 APPROVED AS TO FORM:
27 John D. Maharg
28 County Counsel

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SEP 15 1970

29 By James S. Mize
30 Deputy

JAMES S. MIZE
EXECUTIVE OFFICER

CITY OF CULVER CITY

31 By Martin A. Lutz
32 Mayor

33 ATTEST:

Agnes V. Christensen

APPROVED AS TO FORM

Dale Austin
DALE AUSTIN
CITY ATTORNEY