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DECLARATION OF BRADLY S. TORGAN

I, Bradly S. Torgan, hereby declare as follows:

1. I am the General Counsel for the California Department of Parks and Recreation (the "Department").

2. Attached to this Declaration as Exhibit 1 is a true and correct copy of an Operating Agreement between the Department, the City of Santa Cruz ("City"), and County of Santa Cruz ("County") for the operation and maintenance of Lighthouse Field State Beach ("LFSB"), dated November 15, 1977. The Operating Agreement expired by its own terms on November 15, 2007 and operational control reverted to the Department at that time. No discretionary action was involved in the reversion.

3. I am informed and on that information believe that the Operating Agreement was lodged with the Court in the administrative record for *Lighthouse Field Beach Rescue v. City of Santa Cruz*, Santa Cruz County Superior Court case no. CIV146505, filed May 29, 2003.

4. After an appellate decision in the aforementioned case, reported at 131 Cal.App.4th 1170, I personally negotiated a settlement with the City to resolve a demand for attorney's fees by the Petitioner in the case against the City.

5. I initially told the City Attorney that the Department believed it was fully indemnified against any claim by the City for contribution to an award of attorney's fees to the Petitioner. I did, however, offer to contribute to an attorney's fees award if the City would agree to revert to an on-leash only dog recreation policy at LFSB that existed prior to 1993. Off-leash dog recreation was the crux of the litigation and I believed that such an agreement would facilitate settlement of the attorney's fees claim by the Petitioner. Correspondence to that effect, dated September 28, 2005 from me to the City Attorney, memorializing a conversation with the Assistant City Attorney, is attached to this Declaration as Exhibit 2.

6. City officials agreed, but asked for political cover in the form of correspondence from the Department directing the City to revert to an on-leash only dog recreation policy at LFSB, the

1 issue being a politically contentious one in the City. Correspondence to this regard between the
2 City Attorney and me dated October 19, 2005 and October 21, 2005 is attached as Exhibits 3 and
3 4, respectively.


4 7. The Department agreed to the City's request and I issued the directive to the City on
5 October 26, 2005. A true and correct copy of that order is attached to this Declaration as Exhibit
6 5.

7 8. Although signed on October 26, 2005, the directive gave the City a grace period to allow
8 off-leash dog recreation at LFSB until November 15, 2007 in order to give the City time to find
9 alternatives. That date coincided with the date of termination of the Operating Agreement.

10 I declare under the penalty of perjury under the laws of California that the following is
11 true and correct.

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13 Executed this 16th day of November 2007, at Sacramento, California.

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Bradly S. Torgan