

31510
AGREEMENT

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California (hereinafter referred to as COUNTY), acting on behalf of the Los Angeles County Flood Control District, a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District pursuant to Section 56-3/4 of the COUNTY'S Charter and in accordance with Agreement No. 49080, approved on December 26, 1984, between the COUNTY and the Los Angeles County Flood Control District; and

WHEREAS, CITY and COUNTY have heretofore executed CITY-COUNTY Agreement No. 76065, which expires June 30, 2009, for the COUNTY to pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per year for the maintenance of COUNTY-owned storm drain beach outlets and removal of debris from CITY beaches and marinas; and

WHEREAS, COUNTY installed a trash collection device in the Los Angeles River (hereinafter referred to as SYSTEM), to reduce deposition of storm-laden trash, vegetation, and other floating, urban debris emanating from the Los Angeles River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, SYSTEM captured 700 tons of trash during Fiscal Year 2007-08 and 814 tons during Fiscal Year 2008-09; and

WHEREAS, COUNTY continues to implement new policies and develop new and innovative means to prevent trash from entering COUNTY'S drainage systems and to collect and remove trash that does enter these systems from the tributary unincorporated areas of the COUNTY and from the tributary cities; and

WHEREAS, COUNTY and the tributary cities are moving forward with the goal of reducing trash in the Los Angeles River by 10 percent per year; and

WHEREAS, COUNTY is willing to continue to assist CITY with the cost for the cleanup of debris deposited on CITY beaches and marinas, generated from storm flows in the Los Angeles River.

NOW, THEREFORE, in consideration of the mutual benefits to be derived by COUNTY and CITY and of the promises herein contained, it is hereby agreed as follows:

(1) COUNTY AGREES:

- a. To pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to assist in the cost of cleaning debris deposited on CITY

beaches and marinas, generated from runoff in the Los Angeles River and from COUNTY-owned storm drain beach outlets in CITY.

- b. To pay quarterly, upon receipt of CITY'S invoice, the necessary funds to reimburse CITY for work performed in accordance with paragraph (1) a., above.
- c. To continue to implement source control and treatment control best management practices to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems.
- d. To develop data collection methods and reporting criteria to quantify COUNTY'S efforts specified in paragraph (1) c., above and the effect of the source control and treatment control best management practices on CITY beaches and marinas.

(2) CITY AGREES:

- a. To submit to COUNTY quarterly invoices for work performed and eligible for reimbursement under the terms of this AGREEMENT.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, to notify COUNTY of those costs that are eligible for reimbursement, and to refund to COUNTY the amount received from any agency within thirty (30) calendar days after receipt of any such reimbursement received, not to exceed the amount paid to CITY by COUNTY.

(3) IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- a. This AGREEMENT may be amended, modified, and cancelled by COUNTY or CITY by providing a written notice, one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending reimbursement shall not be affected by such cancellation but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.
- b. COUNTY shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where CITY costs are eligible for reimbursement from any Federal, State, or local agency, or for any costs in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. This AGREEMENT shall take effect on July 1, 2009 and shall terminate on June 30, 2010.
- d. CITY shall not, under any circumstances, allow or direct work crews to enter or modify COUNTY storm drain systems.

- e. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY: Mr. Phil T. Hester, Director
Department of Parks, Recreation and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815-1697

COUNTY: Ms. Gail Farber
Director of Public Works
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

- f. Neither COUNTY nor any officer or employee of COUNTY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, CITY shall fully indemnify, defend, and hold COUNTY harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligence or willful acts or omissions on the part of CITY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of CITY under this AGREEMENT.
- g. Neither CITY nor any officer or employee of CITY shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT. It is also understood and agreed that, pursuant to Government Code, Section 895.4, COUNTY shall fully indemnify, defend, and hold CITY harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8) occurring by reason of any negligence or willful acts or omissions on the part of COUNTY under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of COUNTY under this AGREEMENT.
- h. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on 8-4-, 2009, and by the COUNTY OF LOS ANGELES on 9-28, 2009.

COUNTY OF LOS ANGELES
acting on behalf of the Los Angeles
County Flood Control District

By *Patrick V. De Chellis*
Chief Engineer

APPROVED AS TO FORM:

ROBERT E. KALUNIAN
Acting County Counsel

By *Carole Suzuki*
Deputy

CITY OF LONG BEACH

By *Suzan* Assistant City Manager
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

ATTEST:

By *Layla*
City Clerk

APPROVED AS TO FORM:

BY *Andy J. Anderson*
Deputy City Attorney 8/4/09