

32871

AGREEMENT NO.  
APPIAN WAY PUMP PLANT  
BELMONT PUMP PLANT  
PARCELS NOS. 7249016900 AND 7242005900  
THOMAS GUIDE PAGE 826, B2/D2  
FOURTH DISTRICT

AGREEMENT REGARDING LOW-FLOW DIVERSIONS AT BELMONT AND APPIAN  
WAY PUMP PLANTS

THIS USE AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as LACFCD), and the CITY OF LONG BEACH, a municipal corporation (hereinafter referred to as CITY).

W I T N E S S E T H

WHEREAS, LACFCD owns, operates, and holds fee title to certain property and facility as shown on Exhibit A, commonly known as the Belmont Pump Plant; and

WHEREAS, LACFCD owns and operates the facility shown on Exhibit B, commonly known as the Appian Way Pump Plant; and

WHEREAS, the Belmont and the Appian Way Pump Plants shall (hereinafter collectively be referred to as the PREMISES); and

WHEREAS, CITY has constructed projects (hereinafter collectively referred to as PROJECTS) on the PREMISES consisting of low-flow diversion pump systems, including pumps, piping, vaults, controls and electrical systems, and appurtenances as more particularly depicted on plans approved by the LACFCD for Permit No. T200901882 (for Belmont Pump Plant) and as generally shown on Exhibit A attached hereto and made a part hereof, and as more particularly described in the documentation for Permit No. T200703735 (for Appian Way Pump Plant), and as generally shown on Exhibit B attached hereto and made a part hereof; and

WHEREAS, PROJECTS are intended to divert dry-weather street runoff (hereinafter referred to as runoff) into a sanitary sewer from LACFCD storm drains, Project No. 5101, Unit 3, which conveys runoff from areas within CITY to Alamitos Bay, and Project No. 5102, Unit 2, which conveys runoff from areas within CITY to Long Beach Marina; and

WHEREAS, PROJECTS are of general interest to CITY, and will enhance the value of Alamitos Bay and Long Beach Marina as recreational resources; and

WHEREAS, LACFCD and CITY desire to enter an agreement to establish the operations and maintenance responsibilities, and the obligations of each party relating to PROJECTS; and

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

### SECTION I

#### LACFCD AGREES AS FOLLOWS:

- A. CITY is authorized to use PREMISES for the purposes of PROJECTS.
- B. LACFCD will assist with operation and maintenance of the PROJECTS on CITY'S behalf. LACFCD'S assistance in the operation and maintenance of the PROJECTS shall be limited to the following:
  - 1. Repair or replacement of damaged or worn-out components of PROJECTS within a reasonable time frame upon request from CITY through the City Service Request Tracking System.

### SECTION II

#### CITY AGREES:

- A. CITY shall provide LACFCD with approved as-built plans within three (3) months of execution of this AGREEMENT.
- B. CITY shall be responsible for all aspects of the operation and maintenance of PROJECTS, except as referred to in Section I, Paragraph B.

### SECTION III

#### IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

- A. The provisions of this AGREEMENT shall apply to all future improvements to the PROJECTS, or either of them, made by CITY and to any future low-flow diversion pump system installed within PREMISES, or either of them, by CITY and authorized by LACFCD.
- B. The PROJECTS shall be the property of the CITY, unless transfer thereof is made to an appropriate governmental agency, in accordance with existing law at the time of any such transfer. LACFCD shall retain

ownership of the storm drain system and flood control facilities within PREMISES, exclusive of the PROJECTS, unless transfer thereof is made to an appropriate governmental agency, in accordance with existing law at the time of any such transfer.

- C. CITY shall retain sole responsibility for complying with Federal, State, and local water-quality regulations with respect to runoff generated within CITY.
- D. CITY shall handle community relations and respond to public inquiries, complaints, etc., related to PROJECTS, and LACFCD shall forward any public inquiries, complaints, etc., related to PROJECTS to CITY.
- E. CITY shall be responsible for obtaining all applicable permits, and for compliance with all applicable permit requirements and regulations, related to the operation and maintenance of the PROJECTS, including the discharge of water from PROJECTS to any sanitary sewer. These permit requirements and regulations may include, without limitation, regular sampling and periodic hydraulic calibration for flow measuring devices as required by the County Sanitation Districts of Los Angeles County.
- F. CITY shall pay any and all fees related to the operation and maintenance of the PROJECTS, including the discharge of water from the PROJECTS to any sanitary sewer. These fees may include without limitation, annual fees required by the County Sanitation Districts of Los Angeles County.
- G. Termination
  - 1. This AGREEMENT may be terminated pursuant to the mutual agreement of both parties. In the event this AGREEMENT is terminated, pursuant to this Section III, G, 1, the LACFCD may, in its sole discretion, provide CITY with a written notice to remove the PROJECTS and restore the PREMISES to a condition similar to or better than that which existed prior to installation of the PROJECTS. If LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, LACFCD may, in its sole discretion, complete said work.
  - 2. If CITY fails to comply with any of the terms or conditions of this AGREEMENT or an incompatibility arises between the PROJECTS and the resources and obligations of the LACFCD, the LACFCD may, in its sole discretion, terminate this AGREEMENT as to one or both PROJECTS and provide CITY with a written notice to remove the PROJECTS, or either of them, and restore the PREMISES to a condition similar to or better than that which

existed prior to installation of the PROJECTS. If LACFCD provides the CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, LACFCD may, in its sole discretion, complete said work.

3. If the LACFCD removes the PROJECTS pursuant to Section III, G, 1, or Section III, G, 2, above, the LACFCD shall submit a billing invoice to CITY indicating the costs and expenses incurred by the LACFCD in connection with the removal of the PROJECTS, or either of them, specifically including any work required to restore the PREMISES to a condition similar to or better than that which existed prior to installation of the PROJECTS, and CITY shall reimburse to LACFCD all such costs and expenses within thirty (30) days of the billing invoice.
- H. LACFCD shall not be responsible for any costs or expenses related to any relocation, alteration, or modification of the PROJECTS or any portion thereof.
  - I. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
  - J. Neither LACFCD nor any officer or employee of LACFCD 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 LACFCD, and its officer and employees, harmless from any claims, damages, injuries, or liability caused by any acts or omissions on 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.
  - K. 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 LACFCD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LACFCD under this AGREEMENT. It is also understood and agreed that pursuant to Government Code, Section 895.4, LACFCD shall fully indemnify, defend, and hold CITY, and its officers and employees, harmless from any claims, damages, injuries, or liability caused by any acts or omissions on part of LACFCD under or in connection with any work, authority, or jurisdiction delegated to or determined to be the responsibility of LACFCD under this AGREEMENT.

- L. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- M. This AGREEMENT may be amended or modified only by mutual written consent of the LACFCD and the CITY.
- N. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

City Engineer  
City of Long Beach  
333 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

And,

Storm Water/Environmental  
Compliance Officer  
City of Long Beach  
333 West Ocean Boulevard, 9th Floor  
Long Beach, CA 90802-4664

LACFCD:

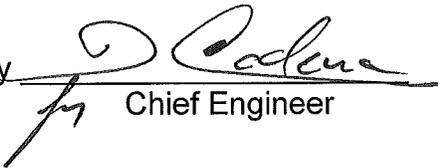
Ms. Gail Farber  
Chief Engineer  
Los Angeles County Flood Control District  
P.O. Box 1460  
Alhambra, CA 91802-1460

And,

County of Los Angeles  
Department of Public Works  
Flood Maintenance Division  
5525 East Imperial Highway  
South Gate, CA 90280

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respectively behalf, as follows:

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT,  
a body corporate and politic

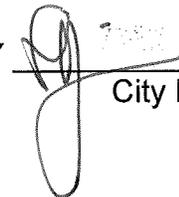
By  Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI  
County Counsel

By:  Deputy

CITY OF LONG BEACH,  
a municipal corporation

BY  Assistant City Manager  
City Manager

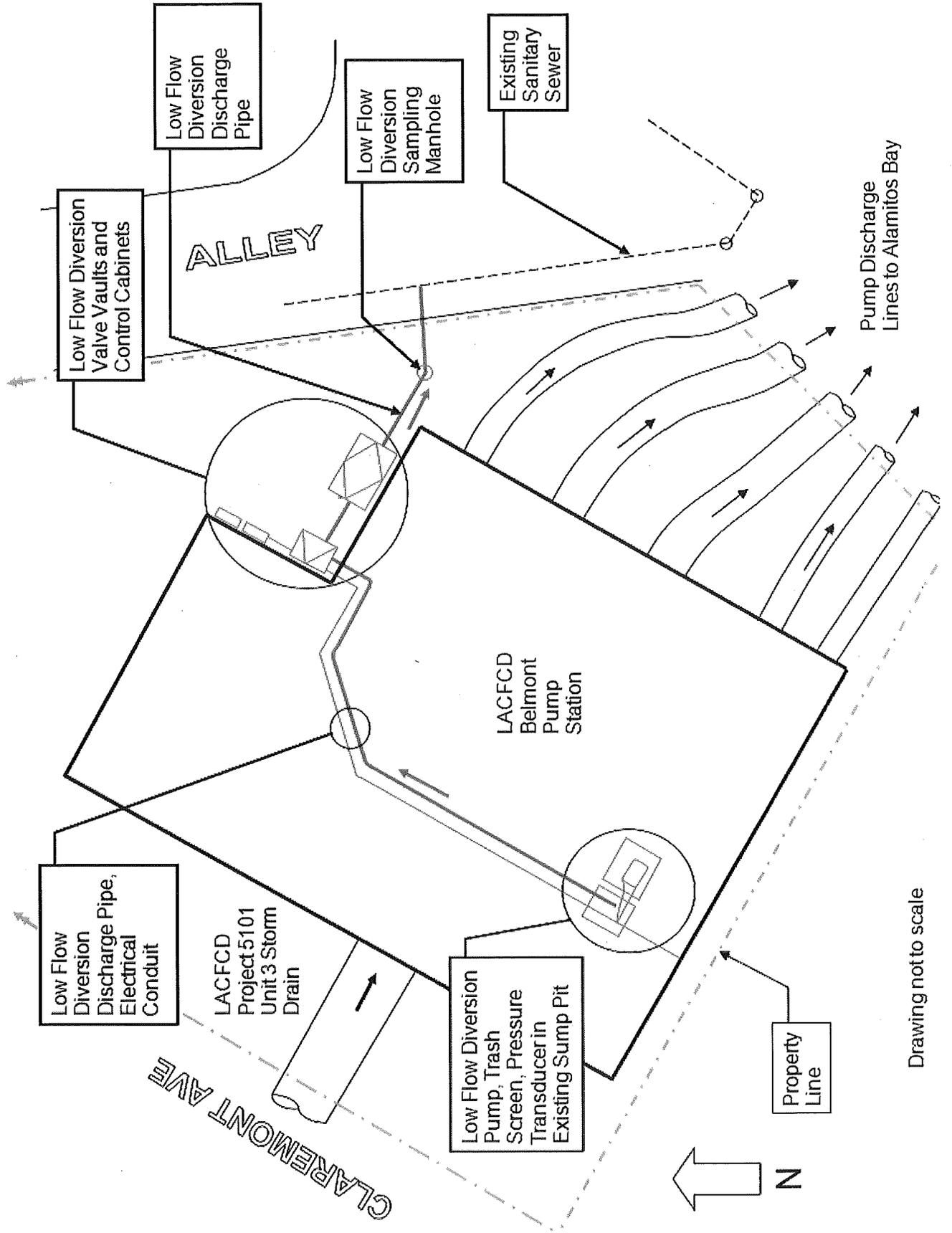
EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.

APPROVED AS TO FORM:

ROBERT SHANNON  
City Attorney

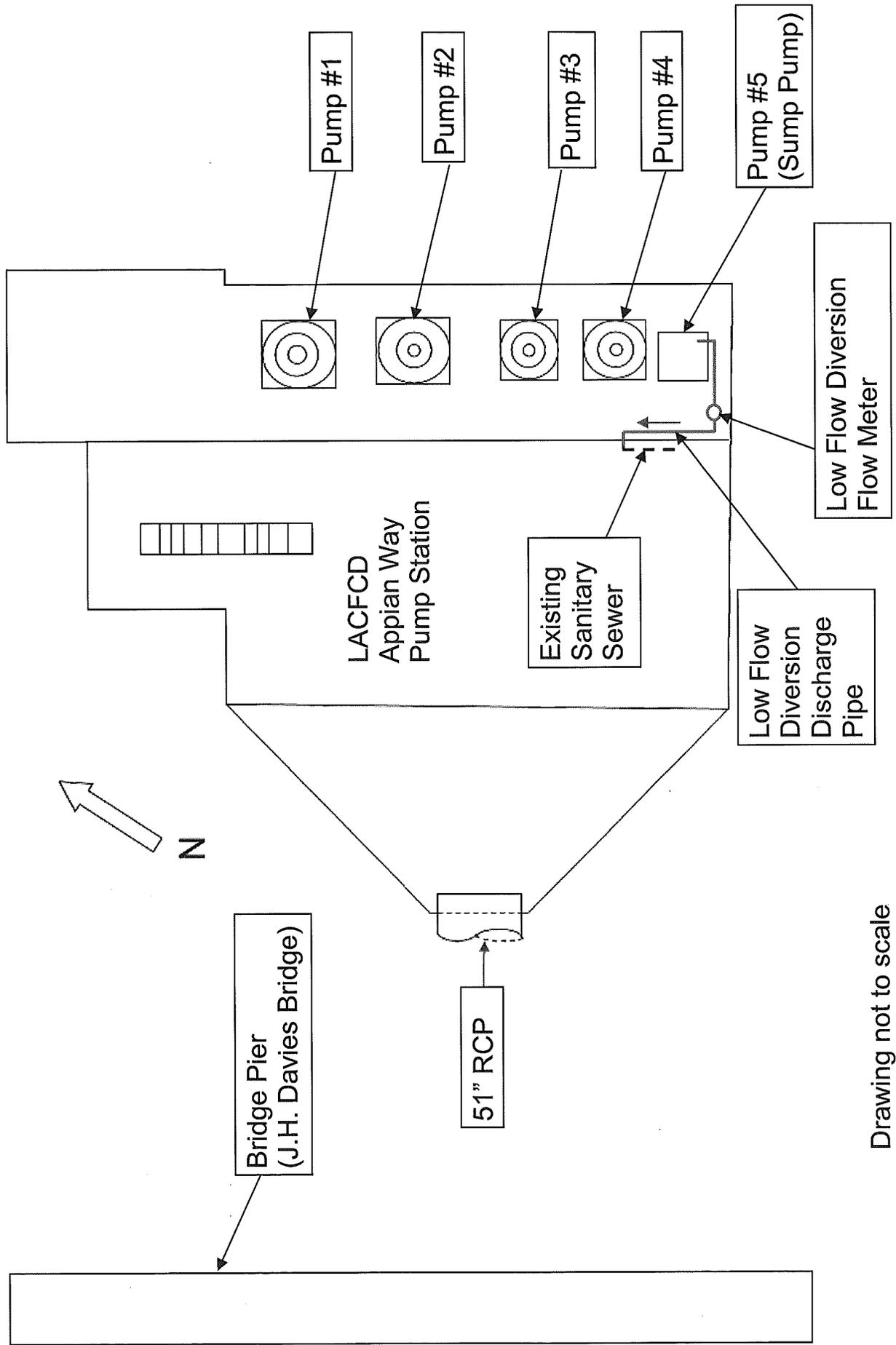
By  Deputy 9-10-12

# Exhibit A: Belmont Pump Station Low Flow Diversion



# Exhibit B: Appian Way Pump Station Low Flow Diversion

Note: Exhibit as of April 2011



Drawing not to scale