

# 34307

## AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as the LACFCD), 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, the LACFCD operates flood control facilities within the Los Angeles River Watershed that eventually drain to the mouth of the Los Angeles River within the CITY's boundary; and

WHEREAS, the LACFCD has installed a trash collection device in the Los Angeles River to reduce deposition of storm laden trash, vegetation, and other floating, urban debris generated by upstream land uses and emanating from the Los Angeles River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, the above-mentioned trash collection device have captured an approximate average of 1,300 tons of trash per year since the 2007-08 Fiscal Year.

WHEREAS, the Los Angeles River Trash Total Maximum Daily Load ("Trash TMDL") - adopted by Los Angeles Regional Water Quality Control Board Resolution No. 07-012 on August 9, 2007, and made effective on September 23, 2008 – assigns waste load allocations to the County of Los Angeles and 42 cities within the Los Angeles River Watershed including the CITY, hereinafter collectively referred to "Tributary Cities."

WHEREAS, the LACFCD is not assigned a waste load allocation by the Trash TMDL, but has, since 2007 worked collaboratively with the Tributary Cities to reduce trash in the Los Angeles River and the local beaches; and

WHEREAS, the LACFCD is willing to voluntarily assist the CITY in this regard in Fiscal Year 2015-16.

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

(1) THE LACFCD AGREES:

- a. To reimburse the CITY for costs incurred by the CITY for cleaning debris deposited on the CITY beaches and marinas generated by upstream land uses and conveyed by runoff in the Los Angeles River up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- b. To pay all eligible and documented costs identified in CITY'S invoices described in Section (2)a, below.

- c. To continue to cooperate with the CITY efforts 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 the LACFCD'S efforts specified in paragraph (1)c above and the effect of the source control and treatment control Best Management Practices on the CITY beaches and marinas.

(2) CITY AGREES:

- a. To submit to the LACFCD quarterly invoices for work performed and eligible for payment under the terms of this AGREEMENT. Invoices shall be accompanied by support documentation, identifying the date, specific site location, personnel, hours, and nature of qualifying work.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, to notify the LACFCD of those costs that are eligible for reimbursement from any such agency and to refund to the LACFCD the amount received from any such agency within thirty (30) calendar days of the receipt of any such reimbursement, not to exceed the amount paid to the CITY by the LACFCD.

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

- a. This AGREEMENT may be amended, modified, and canceled by the LACFCD or the CITY by providing a written notice within one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending payment 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. The LACFCD shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where the CITY'S costs are eligible for reimbursement from any other agency (Federal, State, or local) or for any costs in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. This AGREEMENT shall terminate on June 30, 2016.
- d. The CITY shall not, under any circumstances, allow or direct work crews to enter or modify the LACFCD storm drain systems.
- e. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:



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 April 27, 2015, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on June 21, 2015.

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

By   
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By   
Deputy

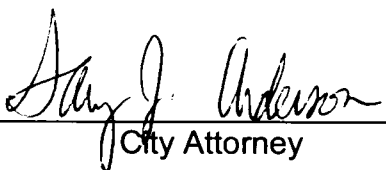
CITY OF LONG BEACH

By   
City Manager  
EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.  
Assistant City Manager

ATTEST:

By   
City Clerk

APPROVED AS TO FORM:

By  4/20/16  
City Attorney

DC:sw

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