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MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE PARKS, RECREATION AND MARINE DEPARTMENT AND
THE HARBOR DEPARTMENT

32720

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and between the City of Long Beach Parks, Recreation and Marine Department ("Parks") and the City of Long Beach Harbor Department ("Harbor") with regard to the placement of dredge material from Alamitos Bay into Slip One in between Piers E and F in the Harbor District ("Slip One").

1. This MOU is made with reference to the following facts and objectives:

1.1 Parks desires to facilitate deepening Alamitos Bay.

1.2 Harbor has obtained permits from regulatory agencies to construct a confined in-water slip fill at Slip One and anticipates using sediments from various Harbor projects to be placed in this in-water slip fill.

1.3 Certain portions of the dredge material from the Alamitos Bay are contaminated. Placement of this material at an upland site would be more costly than if the material is placed in a permitted in-water placement site.

1.4 Parks has requested and Harbor has agreed to allow Parks to place certain quantities of contaminated dredge material from the Alamitos Bay subject to the terms of this MOU into Slip One.

1.5 The location and approximate quantities of the material to be dredged from the Alamitos Bay are shown on Exhibit A attached hereto and incorporated by this reference.

2. Commencing on April 1, 2012 and ending on June 30, 2012, Harbor agrees to allow Parks to place up to 60,000 cubic yards of contaminated dredge material from Alamitos Bay into Slip One prior to the Harbor Department beginning construction of

OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

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ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 the water slip fill at Slip One. The anticipated placement of the Dredge Material into Slip
2 One is shown in Exhibit B attached hereto and incorporated herein by this reference,
3 which exhibit depicts the horizontal and vertical limits of the placement area.

4 3. Parks agrees for the benefit of Harbor that Parks shall comply with
5 all laws and obtain all permits regarding the placement of the Dredge Material. Further,
6 and without waiving the foregoing, Parks shall obtain the consent of the Contaminated
7 Sediments Task Force and the Harbor Department prior to the placement of the Dredge
8 Material. The Harbor Department's consent shall not be unreasonably withheld or
9 delayed and shall be based on test results delineating the physical and chemical
10 characteristics of the Dredge Material.

11 4. Parks agrees to pay all costs and/or losses incurred by Harbor in
12 connection with surveys, inspections, monitoring and reviews related to or arising out of
13 the Dredge Material.

14 5. Costs and/or losses incurred by Harbor include, without limitation,
15 out-of-pocket expenses, in-house staff costs, reduced rent, and/or reimbursements.

16 6. Harbor will track costs and/or losses incurred by Harbor and will
17 invoice Parks on a quarterly basis for such costs and/or losses.

18 7. Any notification to be given hereunder by Parks to the Harbor shall
19 be given to the Executive Director of Harbor. Any notification to be given hereunder by
20 Harbor to Parks shall be given to the Director of Parks, or if such position does not exist,
21 the position that assumed the duties of the Director of Parks.

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OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 8. This MOU shall not be amended except in an amendment prepared
2 by the City Attorney and executed by Harbor and Parks. Any notification from one party
3 to the other shall be in writing.

4
5 CITY OF LONG BEACH, a municipal
6 corporation
7 6-5, 2012 By: [Signature] Assistant City Manager

Patrick West EXECUTED PURSUANT
City Manager TO SECTION 301 OF
THE CITY CHARTER.

8
9 PARKS, RECREATION AND MARINE
10 DEPARTMENT
11 May 16, 2012 By: [Signature]
12 Director of Parks, Recreation & Marine
13 Department

PARKS

14 The foregoing document is hereby approved as to form.

15 May 21, 2012 By: [Signature]
16 Robert E. Shannon, City Attorney
17 Gary J. Anderson, Deputy

CITY OF LONG BEACH, a municipal
18 corporation, acting by and through its
19 Board of Harbor Commissioners

20 June 18, 2012 By: [Signature]
21 J. Christopher Lytle
22 Executive Director
23 Long Beach Harbor Department

HARBOR

24 The foregoing document is hereby approved as to form.

25 ROBERT E. SHANNON, City Attorney
26 6/14, 2012 By: [Signature]
27 Charles M. Gale, Deputy

28 CMG:rjr 05/15/12 #A11-02458
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Exhibit A



K:\Jobs\1030546-Alamitos Bay\1030546-01-Alamitos Bay\1030546-01-SP-015-VIA19-Avg-F1
Jan 25, 2011 11:08am Teri Hansen

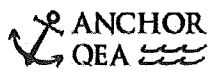


Figure 1
Vicinity Map
Alamitos Bay Marina Basin 1

Exhibit A

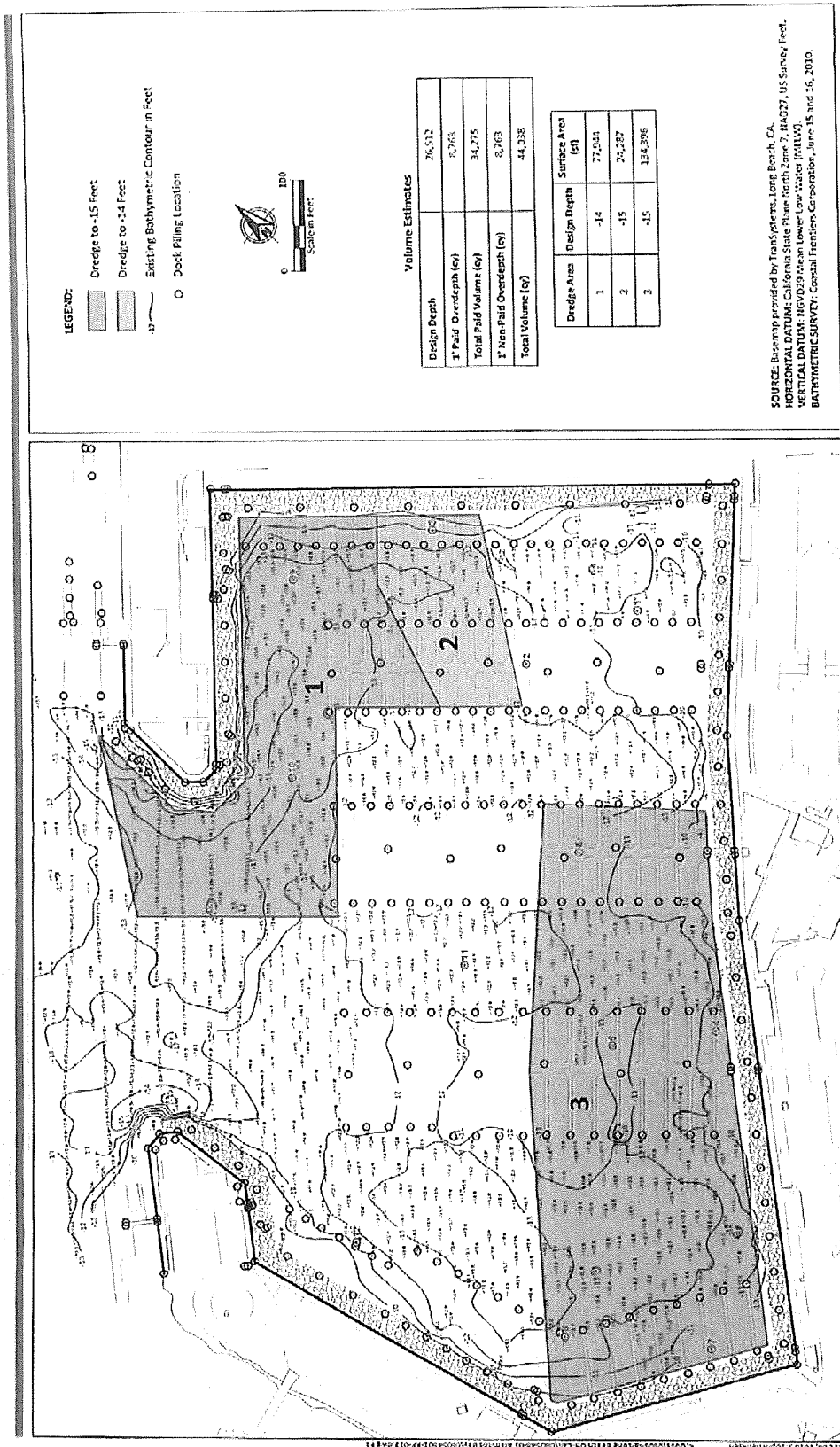


Figure 1
Basin 1 Contaminated Sediment Dredging Plan
Alamitos Bay Marina Rehabilitation

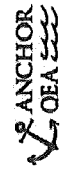
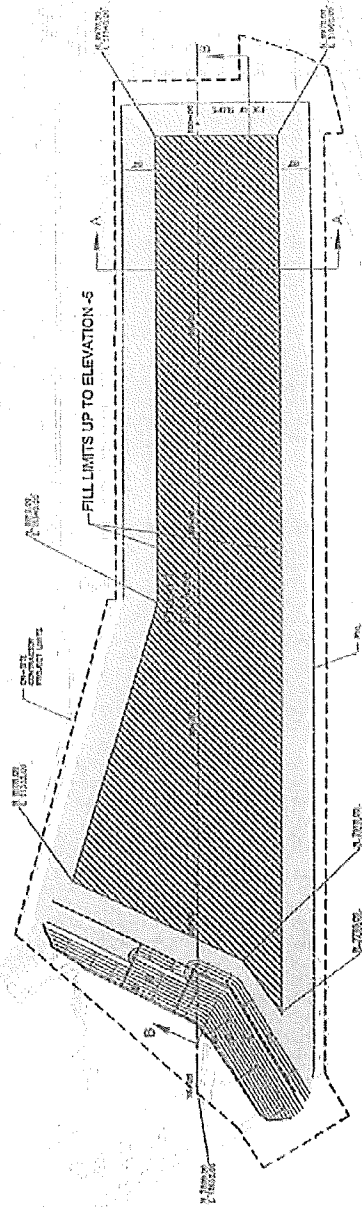


Exhibit B



LONG BEACH - ALAMITOS BAY
DREDGE MATERIAL DEPOSIT LOCATION
PLAN