

1 **MEMORANDUM OF UNDERSTANDING**

2 **BY AND BETWEEN**

3 **THE PARKS, RECREATION AND MARINE DEPARTMENT AND**

4 **THE HARBOR DEPARTMENT**

5 **31663**

6 THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made by and
7 between the City of Long Beach Parks, Recreation and Marine Department ("Parks") and
8 the City of Long Beach Harbor Department ("Harbor") with regard to the placement of
9 dredge material from the Los Angeles River Estuary into Slip One in between Piers E
10 and F in the Harbor District ("Slip One").

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

13 1.1 Parks desires to facilitate deepening by the United States
14 Army Corps of Engineers ("Corps") of the navigational channel in the Los Angeles
15 River Estuary near the entrance to Rainbow Harbor and Rainbow Marina ("LA
16 River").

17 1.2 Harbor has obtained permits from regulatory agencies to
18 construct a confined in-water slip fill at Slip One and anticipates using sediments
19 from various Harbor projects to be placed in this in-water slip fill.

20 1.3 Certain portions of the dredge material from the LA River are
21 contaminated. Placement of this material at an upland site would be more costly
22 than if the material is placed in a permitted in-water placement site.

23 1.4 Parks has requested and Harbor has agreed to allow Corps to
24 place certain quantities of contaminated dredge material from the LA River subject
25 to the terms of this MOU into Slip One.

26 1.5 The location and approximate quantities of the material to be
27 dredged from the LA River are shown on Exhibit A attached hereto and
28 incorporated by this reference.

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1 1.6 In a Preferential Assignment Agreement (HD-3059), as
2 amended (collectively, the "PAA"), Harbor preferentially assigned wharves and
3 contiguous upland areas on Pier E to California United Terminals, Inc. ("CUT") as
4 well as certain berths, including berths 12 and 13. The slips are located in Slip
5 One. Parks and Corps will be placing contaminated dredge material into berths 12
6 and 13 as well as into other portions of Slip One.

7 1.7 CUT continues to maintain commercial operations on Pier E.

8 2. Commencing on July 1, 2010 and ending on December 31, 2010,
9 Harbor agrees to allow Corps to place up to 225,000 cubic yards of contaminated dredge
10 material from LA River and uncontaminated cover material (collectively "Dredge
11 Material") into Slip One prior to the Harbor Department beginning construction of the
12 water slip fill at Slip One. The anticipated placement of the Dredge Material into Slip One
13 is shown in Exhibit B attached hereto and incorporated herein by this reference, which
14 exhibit depicts the horizontal and vertical limits of the placement area.

15 3. Parks agrees for the benefit of Harbor that Corps shall comply with
16 all laws and obtain all permits regarding the placement of the Dredge Material. Further,
17 and without waiving the foregoing, the Corps and/or Parks shall obtain the consent of the
18 Contaminated Sediments Task Force and the Harbor Department prior to the placement
19 of the Dredge Material. The Harbor Department's consent shall not be unreasonably
20 withheld or delayed and shall be based on test results delineating the physical and
21 chemical characteristics of the Dredge Material. Parks agrees for the benefit of Harbor
22 that Corps shall place the Dredge Material as not to impact, delay, or hinder the ongoing
23 operations of CUT. Parks agrees to be responsible for all costs and/or losses incurred by
24 Harbor to CUT as a result of any activity related to the placement of the Dredge Material.
25 Parks acknowledges that the placement of the Dredge Material in Slip One is in an
26 unconfined slip unless and until the Harbor constructs a confined in-water slip fill.

27 4. Parks agrees to pay all costs and/or losses incurred by Harbor in
28 connection with surveys, inspections, monitoring and reviews related to or arising out of

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1 the Dredge Material.

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

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

6 7. Any notification to be given hereunder by Parks to the Harbor shall
7 be given to the Executive Director of Harbor. Any notification to be given hereunder by
8 Harbor to Parks shall be given to the Director of Parks, or if such position does not exist,
9 the position that assumed the duties of the Director of Parks.

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

6-28, 2010

CITY OF LONG BEACH, a municipal corporation

By: [Signature]
Assistant City Manager
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

6-28, 2010

PARKS, RECREATION AND MARINE DEPARTMENT

By: [Signature]
Director of Parks, Recreation & Marine Department

PARKS

The foregoing document is hereby approved as to form.

June 28, 2010

ROBERT E. SHANNON, City Attorney

By: [Signature]
Gary J. Anderson, Deputy

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

6-24, 2010

By: [Signature]
Richard D. Steinke
Executive Director
Long Beach Harbor Department

HARBOR

The foregoing document is hereby approved as to form.

6-23, 2010

ROBERT E. SHANNON, City Attorney

By: [Signature]
Charles M. Gale, Deputy

Exhibit A

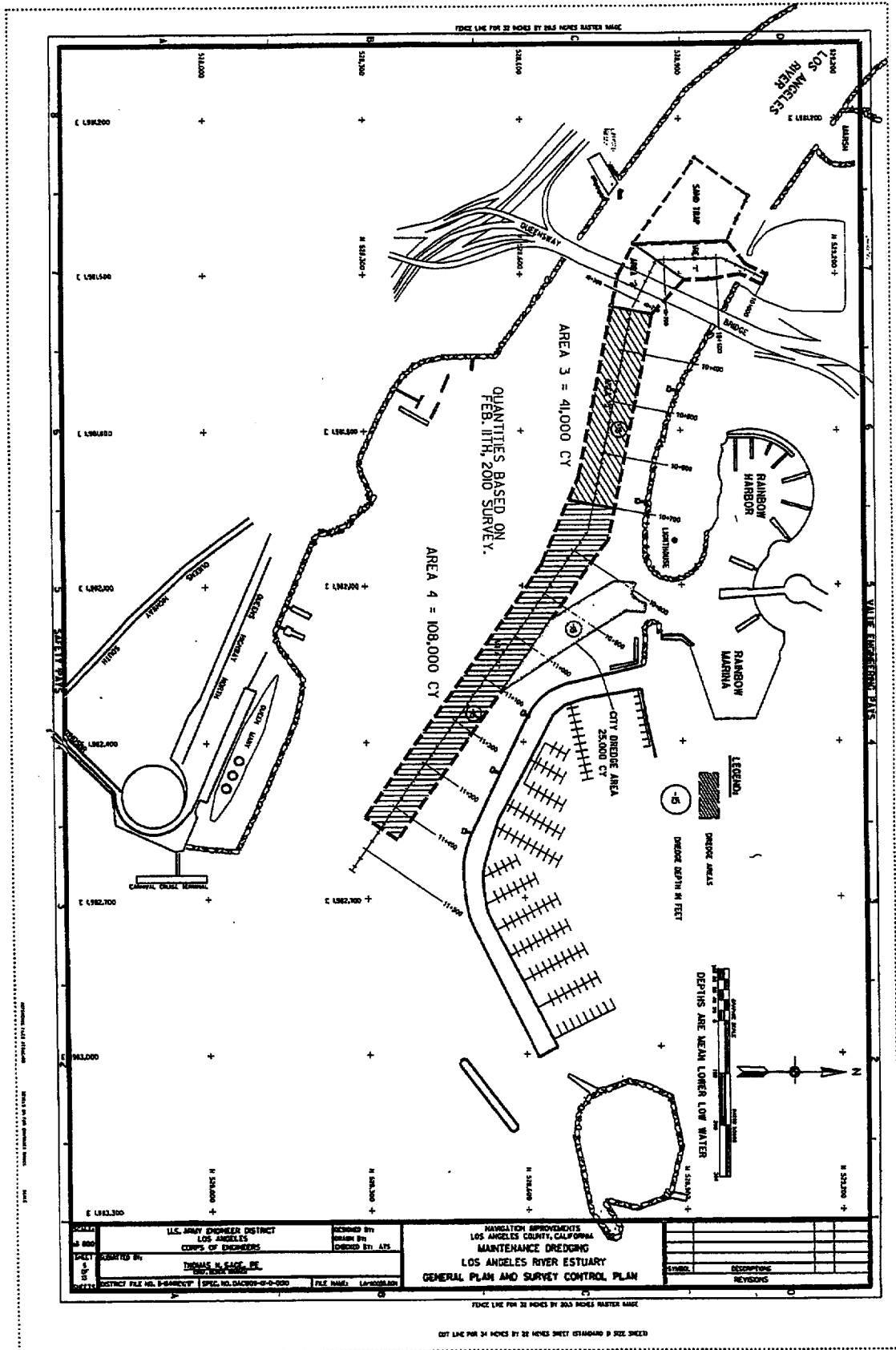


Exhibit B

