

35238

AGREEMENT

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

WHEREAS, the DISTRICT 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 has captured an approximate average of 1,300 tons of trash per year since the Fiscal Year 2007-08.

WHEREAS, the Los Angeles River Trash Total Maximum Daily Load (Trash TMDL) - adopted by Los Angeles Regional Water Quality Control Board Resolution No. 1215-006 on June 11, 2015, and made effect on June 30, 2016 – assigns waste load allocations to the County of Los Angeles, Caltrans, and 41 cities within the Los Angeles River Watershed including the CITY, hereinafter collectively referred to as Tributary Cities.

WHEREAS, the DISTRICT 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 DISTRICT is willing to continue to voluntarily assist the CITY in this regard for activities performed from July 1, 2017, to June 30, 2019.

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

(1) THE DISTRICT AGREES:

- a. To reimburse the CITY for costs incurred by the CITY from July 1, 2017, through and including June 30, 2018, up to the sum of five hundred thousand and 00/100 Dollars (\$500,000.00), and from July 1, 2018, through and including June 30, 2019, up to the sum of five hundred thousand and 00/100 Dollars (\$500,000.00), for cleaning debris deposited on the CITY beaches and marinas generated by upstream land uses and conveyed by runoff in the Los Angeles River.

- b. To continue to cooperate with the CITY's 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.
- c. To quantify the DISTRICT'S efforts specified in paragraph (1)b 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 notify the DISTRICT'S Imperial Yard at (562) 861-0316, prior to each debris cleaning action.
- b. To submit to the DISTRICT annual invoices for the costs incurred by the CITY described in Section (1)a, above. The annual invoices shall be accompanied by support documentation identifying the date, specific site location, personnel, hours, and nature of the work performed.
- c. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT, to notify the DISTRICT of those costs that are eligible for reimbursement from any such agency and to refund to the DISTRICT 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 DISTRICT.

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

- a. This AGREEMENT may be amended, modified, and canceled by the DISTRICT 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 DISTRICT 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) and that the DISTRICT'S contribution under this AGREEMENT is expressly limited to a maximum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) per fiscal year.
- c. The CITY shall not, under any circumstances, allow or direct work crews to enter or modify the DISTRICT storm drain systems.

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

CITY: Ms. Marie Knight
Director of Parks, Recreation, and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815-1697

DISTRICT: Mr. Mark Pestrella
Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

- e. Neither the DISTRICT nor any officer, employee, or agent of the DISTRICT shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of the CITY under or in connection with any work performed by the CITY referenced in this AGREEMENT. It is also understood and agreed that the CITY shall fully indemnify, defend, and hold the DISTRICT and its officers, employees, and agents harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by the CITY referenced in this AGREEMENT.
- f. In contemplation of the provisions of Section 895.2 of the Government Code 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 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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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 January 2, 2017, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on May 2, 2017.

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

By 
FOR Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By 
Deputy

CITY OF LONG BEACH


By 
City Manager

ATTEST:

By 
City Clerk

Tom Modica
Assistant City Manager
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

APPROVED AS TO FORM:

By 
Deputy City Attorney