



COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

DONALD L. WOLFE, Director

900 SOUTH FREMONT AVENUE
ALHAMBRA, CALIFORNIA 91803-1331
Telephone: (626) 458-5100
www.ladpw.org

ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

January 19, 2006

IN REPLY PLEASE

REFER TO FILE: PD-4

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**INSTALLATION OF CATCH BASIN TRASH EXCLUDERS IN THE CITIES OF
ALHAMBRA, ARCADIA, BURBANK, EL MONTE, GLENDALE, HUNTINGTON PARK,
MAYWOOD, PICO RIVERA, SOUTH EL MONTE, AND VERNON
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT-CITY COOPERATIVE
AGREEMENTS
SUPERVISORIAL DISTRICTS 1 AND 5
3 VOTES**

**IT IS RECOMMENDED THAT YOUR BOARD, ACTING AS THE GOVERNING BODY
OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Approve and instruct the Mayor of the Board to sign the ten enclosed Agreements between the Los Angeles County Flood Control District and each of the following Cities: Alhambra, Arcadia, Burbank, El Monte, Glendale, Huntington Park, Maywood, Pico Rivera, South El Monte, and Vernon. The Agreements provide for the County to install catch basin trash excluders within each City, and for the Cities to accept the ownership of the catch basin trash excluders within their respective jurisdictions and to finance and perform the future maintenance and operation activities. The Los Angeles County Flood Control District will finance the total installation costs, currently estimated to be \$750,000. The estimated installation costs include \$505,000 for construction contract and \$245,000 for engineering support. The California Integrated Waste Management Board is to finance the entire cost under the Solid Waste Disposal and Codisposal Site Cleanup Program.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Public Works, on behalf of the Los Angeles County Flood Control District, proposes to install the trash excluders for City-owned catch basins in the Cities of Alhambra, Arcadia, Burbank, El Monte, Glendale, Huntington Park, Maywood, Pico Rivera, South El Monte, and Vernon. The trash excluders will reduce the amount of trash entering storm drains within each of the respective Cities in the Los Angeles River watershed. The trash excluders will be installed on the catch basins that historically collect large amounts of trash. The Los Angeles County Flood Control District will finance the installation costs, currently estimated to be \$750,000. The installation costs include \$505,000 for construction contract and \$245,000 for engineering support. On November 30, 2004, your Board accepted a grant in the amount of \$750,000 from the California Integrated Waste Management Board under the Solid Waste Disposal and Codisposal Site Cleanup Program to finance all installation costs.

Your Board's approval of the enclosed Agreements is necessary for the delegation of maintenance responsibilities of the proposed trash excluders. The Cities will accept ownership of the trash excluders upon installation and will be responsible for future maintenance and operation.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Service Excellence since it will reduce the amount of trash entering municipal storm drains and improve water quality in the streams and ocean.

FISCAL IMPACT/FINANCING

The costs to install the trash excluders in these ten Cities are currently estimated to be \$750,000 and are included in the Fiscal Year 2005-06 Flood Control District Budget as 100 percent reimbursable through a California Integrated Waste Management Board Grant. The estimated total project costs include \$505,000 for construction contract and \$245,000 for engineering support. The recommended action will have no fiscal impact on the County General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements have been reviewed and approved as to form by County Counsel and were executed by each respective City.

The Honorable Board of Supervisors
January 19, 2006
Page 3

ENVIRONMENTAL DOCUMENTATION

On November 30, 2004, Item 44, your Board found this project categorically exempt from the California Environmental Quality Act.

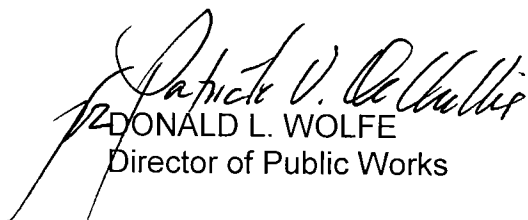
IMPACT ON CURRENT SERVICES (OR PROJECTS)

Upon completion, this project will significantly reduce the amount of trash entering storm drains and improve the quality of the environment. Upon installation, the Cities will be responsible for future maintenance and operation of the catch basin trash excluders.

CONCLUSION

Enclosed are three originals of each Agreement, which have been executed by the Cities and approved as to form by County Counsel. Upon approval, please return two fully executed originals of each Agreement along with one adopted copy of this letter to Public Works for further processing. The Agreements labeled "COUNTY ORIGINAL" are to be retained for your files.

Respectfully submitted,


DONALD L. WOLFE
Director of Public Works

RG:pr

C060745

P:\pdpub\Flood\PROJECTS\Priority A & B Catch Basin Retrofit in Cities tributary to LA River, Phase 1B\Agmt & board letter\AgmtBoardLetter.doc

Enc. 10

cc: Chief Administrative Office
County Counsel

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF ALHAMBRA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 13 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 13 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$30,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$30,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.
- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.

- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the Director of Utilities to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the Director of Utilities to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.

- i. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$30,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.

- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32045 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF ALHAMBRA on April 11, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors

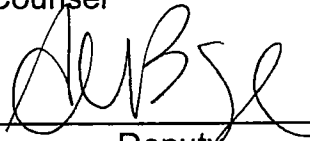
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

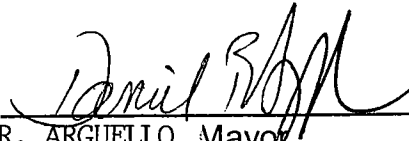
By _____
Deputy

APPROVED AS TO FORM:

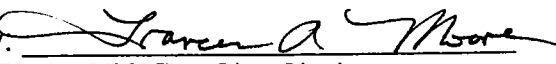
RAYMOND G. FORTNER, JR.
County Counsel


By 
Deputy

CITY OF ALHAMBRA

By 
DANIEL R. ARGUELLO, Mayor

ATTEST:

By 
FRANCES A. MOORE, City Clerk
APPROVED AS TO FORM:

By 
JOSEPH M. MONTPESES, City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF HUNTINGTON PARK, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

WITNESSETH

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 12 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 12 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Co-disposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$25,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$25,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- l. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$25,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.

- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32378 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF HUNTINGTON PARK on April 18, _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF HUNTINGTON PARK

By  _____
Mayor

ATTEST:

By:  _____
City Clerk

By _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF MAYWOOD, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 8 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 8 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$20,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$20,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- l. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$20,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.

- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32069 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF MAYWOOD on April 26, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors

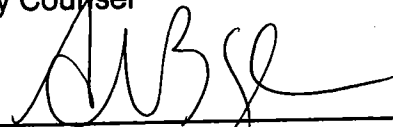
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

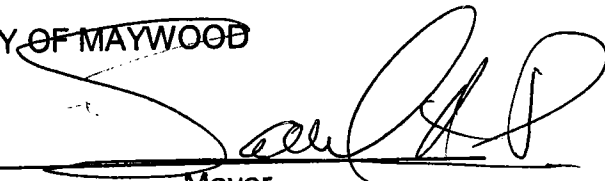
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By 
Deputy

CITY OF MAYWOOD

By 
Mayor

ATTEST:

By: 
City Clerk

By 
City Attorney

A G R E E M E N T NO. 05-916

THIS AGREEMENT, made and entered into by and between the CITY OF PICO RIVERA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 15 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 15 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$35,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$35,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- l. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$35,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.

- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32074 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF PICO RIVERA on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

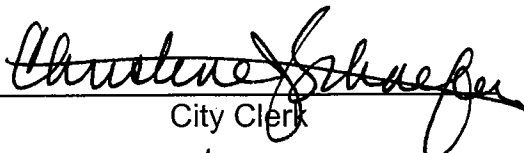
RAYMOND G. FORTNER, JR.
County Counsel


By  _____
Deputy

CITY OF PICO RIVERA

By  _____
Mayor

ATTEST:

By:  _____
City Clerk

By  _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF SOUTH EL MONTE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 29 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 29 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$65,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$65,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- l. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$65,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval
- f. To indemnify, defend, and hold harmless CITY, its agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of DISTRICT, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.

- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32082 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- k. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Gary Chicots
City Manager
City of South El Monte
Attn: John L. Hunter and Cesar Garcia
1415 North Santa Anita Avenue
South El Monte, CA 91733

DISTRICT:

Mr. Donald L. Wolfe
Acting Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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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 SOUTH EL MONTE on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors

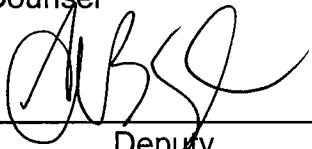
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

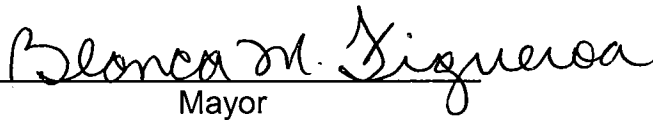
By _____
Deputy

APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel


By  _____
Deputy

CITY OF SOUTH EL MONTE

By  _____
Mayor

ATTEST:

By:  _____
City Clerk

By  _____
City Attorney

AGREEMENT

THIS AGREEMENT, made and entered into by and between the CITY OF VERNON, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

WITNESSETH

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to conduct a test case to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 25 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 25 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$55,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$55,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.

- i. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$55,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. If TRASH EXCLUDERS cause a threat to life or property, CITY, at its sole discretion, shall be allowed to remove the TRASH EXCLUDER at its cost.
- b. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters. DISTRICT'S location map is incorporated into this AGREEMENT by reference.
- c. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.

- d. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- e. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- f. This AGREEMENT may be modified only by the mutual written consent of both parties.
- g. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- h. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- i. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32085 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- j. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF VERNON on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

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

By _____
Chair, Board of Supervisors

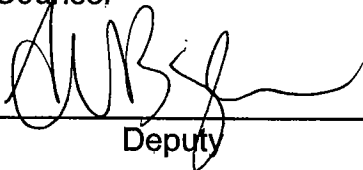
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:


RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF VERNON

By  _____
Mayor

ATTEST:

By:  _____
Acting City Clerk

By  _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF BURBANK, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 16 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 16 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$35,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$35,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.
- b. To reimburse DISTRICT for cost increase, if the CITY changes its selection of the type of TRASH EXCLUDER after the award of construction contract.

- c. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- d. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- e. To seek community support.
- f. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- g. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- h. To issue all necessary permits for PROJECT on a no-fee basis.
- i. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- j. To be responsible for TRASH EXCLUDERS during construction of PROJECT which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- k. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- l. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- m. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$35,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.

- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32371 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF BURBANK on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

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

By _____
Chair, Board of Supervisors

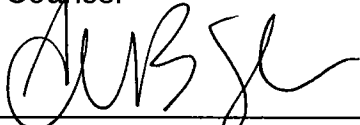
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

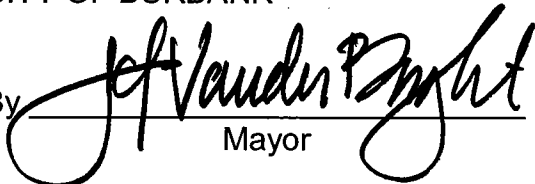
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

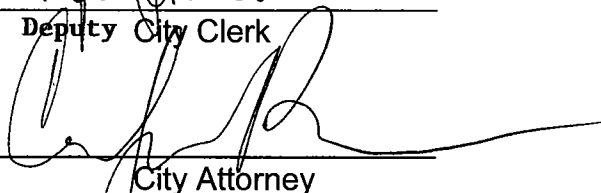
By  _____
Deputy

CITY OF BURBANK

By  _____
Mayor

ATTEST:

By:  _____
Deputy City Clerk

By  _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF GLENDALE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 28 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 28 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$60,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$60,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.
- b. To reimburse DISTRICT for cost increase, if the CITY changes its selection of the type of TRASH EXCLUDER after the award of construction contract.

- c. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- d. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- e. To seek community support.
- f. To authorize the City Engineer and/or Director of Public Works to approve PROJECT, by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- g. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- h. To issue all necessary permits for PROJECT on a no-fee basis.
- i. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- j. To be responsible for TRASH EXCLUDERS during construction of PROJECT which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- k. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- l. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- m. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$60,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.

- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32058 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF GLENDALE on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

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

By _____
Chair, Board of Supervisors


ATTEST:

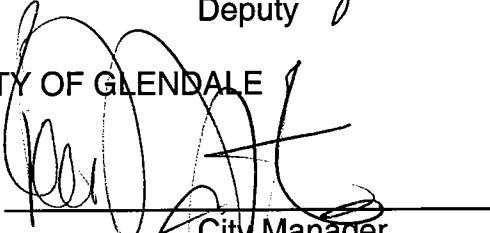
VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

CITY OF GLENDALE
By  _____
City Manager

ATTEST:

By  _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF EL MONTE, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 64 "TRASH EXCLUDER," which partially block the openings of catch basins within CITY streets, in approximately 64 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$140,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$140,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDER" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basin. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) calendar days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT any temporary or permanent CITY right of way and easement that is necessary for the construction of PROJECT at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.

- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- l. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$140,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.

- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32376 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.
- i. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- j. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF EL MONTE on 4/19/2005, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

COUNTY OF LOS ANGELES,
acting on behalf of the Los Angeles
County Flood Control District

By _____
Chair, Board of Supervisors

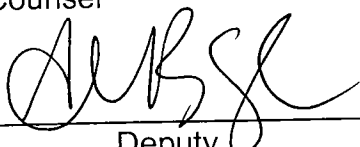
ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

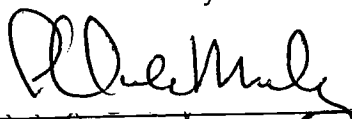
By  _____
Deputy

CITY OF EL MONTE

By  _____
Mayor

ATTEST:

By  _____
City Clerk

By  _____
City Attorney

A G R E E M E N T

THIS AGREEMENT, made and entered into by and between the CITY OF ARCADIA, a municipal corporation in the County of Los Angeles, hereinafter referred to as "CITY," and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, hereinafter referred to as "DISTRICT":

W I T N E S S E T H

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles "COUNTY" and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 18 "TRASH EXCLUDERS," which partially block the openings of catch basins within CITY streets, in approximately 18 CITY owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, hereinafter referred to as "PROJECT"; and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Solid Waste Disposal and Codisposal Site Cleanup Program from the California Integrated Waste Management Board, hereinafter referred to as "CIWMB," for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$40,000, to be reimbursed by CIWMB; and

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location maps, specifications, and cost estimates, based on records and measurements provided by CITY; and advertise PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor or utility owners for construction of PROJECT and is currently estimated to be \$40,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location maps and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location maps and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.

(2) CITY AGREES:

- a. To review various types of "TRASH EXCLUDERS" suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for CITY'S catch basins. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.
- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.

- c. Perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete project.
- d. To seek community support.
- e. To authorize the City Engineer and/or Director of Public Works to approve PROJECT by signing location map and specifications within fifteen (15) days after receiving location map and specifications for PROJECT from DISTRICT.
- f. To grant to DISTRICT permission to occupy and use the public streets in CITY and any temporary or permanent CITY right of way and easement that DISTRICT and CITY hereafter agree is necessary for the construction of PROJECT, at no cost to DISTRICT.
- g. To issue all necessary permits for PROJECT on a no-fee basis.
- h. To remain responsible for the operation and maintenance of CITY catch basins before, during, and after construction of PROJECT.
- i. To be responsible for TRASH EXCLUDERS during construction of PROJECT, which includes, but is not necessarily limited to, patrol and relieve plugging, especially during storms.
- j. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, authorize the City Engineer and/or Director of Public Works to sign the attached acceptance form, which indicates CITY is accepting ownership of TRASH EXCLUDERS and responsibility for operation and maintenance of TRASH EXCLUDERS, including all associated costs and liabilities in perpetuity. CITY'S responsibilities include, but are not necessarily limited to:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- k. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.

- i. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage. Without limiting the scope of this indemnification, CITY agrees to indemnify, defend, and hold harmless COUNTY and DISTRICT from and against any action relating to the intake of storm water into any CITY catch basin.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$40,000, to be reimbursed by CIWMB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit to CITY a location map and specifications for CITY'S review and comment.
- e. To submit final location map and specifications for CITY'S approval.
- f. To indemnify, defend, and hold harmless CITY, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of DISTRICT, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.

- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
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- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location maps and specifications. CITY may also, but is not obligated to, furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.
- g. In contemplation of the provisions of Section 895.2 of the Government Code of the State of California 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.
- h. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 32046 between CITY and COUNTY, adopted by the Board of Supervisors with an effective date of November 14, 1977, and currently in effect, are inapplicable to this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF ARCADIA on _____, 2005, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2005.

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

By _____
Chair, Board of Supervisors


ATTEST:

VIOLET VARONA-LUKENS
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

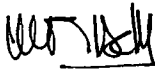
By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By  _____
Deputy

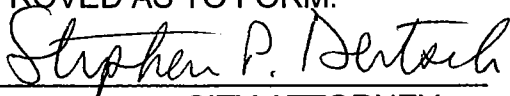
CITY OF ARCADIA

By  _____ 6/25/05
City Manager

ATTEST:

By:  _____
City Clerk

APPROVED AS TO FORM:

By  _____
CITY ATTORNEY

CONCUR:

 _____
Public Works Services Director