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
http://dpw.lacounty.gov

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

June 12, 2007

IN REPLY PLEASE
REFER TO FILE: PD-6

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:

FLOOD CONTROL MAINTENANCE
CITY OF HERMOSA BEACH–COUNTY COOPERATIVE AGREEMENT
SUPERVISORIAL DISTRICT 4
3 VOTES

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

Approve and instruct the Chairman of the Board to sign the enclosed Agreement between the City of Hermosa Beach and the Los Angeles County Flood Control District (District) providing for the District to reimburse the City of Hermosa Beach up to a maximum of $25,000 annually for the cost of maintenance of District facilities located within the City. Funding will be allocated in the District's Budget.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On January 6, 1987, your Board approved an Agreement between the City of Hermosa Beach and the County of Los Angeles, on behalf of the District, providing for County financing of the maintenance of a system of District facilities located within the City up to a maximum of $10,000 annually. The City's maintenance costs for this work have increased to $25,000 annually, and this amount continues to be cost-effective to the District.

Public Works is recommending that your Board approve the enclosed Agreement with the City of Hermosa Beach to continue the maintenance responsibilities. Your Board's approval is necessary for the delegation of responsibilities and the cooperative financing of this work.

Implementation of Strategic Plan Goals

This action meets the County Strategic Plan Goal of Service Excellence as it provides the City with funds to maintain a system of District facilities located within the City in coordination with City beach maintenance activities, while improving the quality of life for residents in the County and the City.

FISCAL IMPACT/FINANCING

The maximum annual payment to the City of Hermosa Beach is $25,000. Sufficient funding for this year's contribution is included in the Fiscal Year 2006-07 District's Budget. Appropriations for future year payments will be made available in the District's Budget for those years. There will be no impact to the County's General Fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been approved as to form by County Counsel and the City of Hermosa Beach.

ENVIRONMENTAL DOCUMENTATION

The California Environmental Quality Act requires public agency decision makers to document and consider the environmental implications of their actions. The City of Hermosa Beach is the lead agency for this project. On January 6, 1987, your Board concurred with the City's finding that this project is categorically exempt from the provisions of the California Environmental Quality Act.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no impact on current services or projects.

CONCLUSION

Enclosed are two originals of the Agreement. Upon approval by your Board, please return one fully executed original of the Agreement marked CITY ORIGINAL along with one adopted copy of this letter for further processing. The Agreement marked COUNTY ORIGINAL is for your files.

Respectfully submitted,

FOR: DONALD L. WOLFE
Director of Public Works

SM:sc
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Enc.

cc: Chief Administrative Office
County Counsel

AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as DISTRICT), and the CITY OF HERMOSA BEACH, a municipal corporation in the State of California (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, DISTRICT has constructed a system of facilities for the control of stormwaters within CITY and will construct additional facilities in the future; and

WHEREAS, a portion of these facilities (hereinafter referred to as OUTLETS) discharge stormwaters from inland areas across the beach to the Pacific Ocean; and

WHEREAS, the beach within CITY is owned, operated, and maintained as a public facility by CITY; and

WHEREAS, DISTRICT recognizes that the proper maintenance of OUTLETS involves work on CITY-owned beach, including grading and relocation of beach material; and

WHEREAS, DISTRICT and CITY maintenance functions overlap in the area of OUTLETS; and

WHEREAS, CITY and DISTRICT recognize that the maintenance in the vicinity of OUTLETS can be most effectively achieved through a cooperative effort designed to service both the CITY'S recreational and DISTRICT'S flood control needs; and

WHEREAS, CITY is willing to maintain OUTLETS, and DISTRICT is willing to reimburse CITY for maintenance performed; and

WHEREAS, DISTRICT and CITY previously executed Agreement No. 0400-70, for similar purposes, which will become null and void upon full execution of AGREEMENT.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto mutually agree as follows:

1. CITY maintenance of OUTLETS as shown in Exhibit A shall begin upon full execution of AGREEMENT and shall continue unless terminated in accordance with Paragraph 9. Future OUTLETS may be added to Exhibit A upon DISTRICT'S written notice to CITY requesting CITY to maintain said facilities.

2. Subject to limitation of Paragraph 6, the CITY will perform the necessary maintenance of the OUTLETS which shall consist of filling or grading operations to correct erosion; filling, grading, or pumping operations to relieve standing water near OUTLETS under storm and low-flow conditions; filling or grading operations needed to reduce sand buildup associated with littoral drift if caused by OUTLETS; and temporary repairs to fencing or protection barriers to ensure public safety. Work other than listed above shall be approved in advance by DISTRICT in writing. The CITY will prepare a quarterly invoice relating to the forgoing work. This invoice shall be accompanied with appropriate supporting data showing the location and nature of work performed along with hours, rates, and materials used.

3. The maintenance work performed must in no way hinder the normal hydraulic functioning of OUTLET or create a condition adverse to the structural stability of OUTLET.

4. CITY and DISTRICT will notify one another forty-eight (48) hours in advance of any work on OUTLETS, except in the event of an emergency, when the notifying party shall use best efforts to notify the other of the need to take immediate action.

5. Any damage caused to DISTRICT structures by CITY'S work shall be repaired at the cost of CITY and to the satisfaction of DISTRICT. Should CITY neglect to promptly make said repairs, DISTRICT may make repairs or have repairs made and have CITY billed for reimbursement of DISTRICT costs.

6. Specifically excluded from work, considered reimbursable, are structural modifications to OUTLETS and maintenance operations inside the OUTLET structures. CITY shall under no circumstances direct work crews to enter the storm drain systems.

7. The total cost to DISTRICT in any one year shall not exceed a limit of Twenty-five Thousand and 00/100 Dollars ($25,000.00) for the maintenance of all OUTLETS within CITY. Reimbursement of costs in excess of said limit will be subject to DISTRICT'S Board of Supervisors'

approval. The term year, used herein, shall mean the period commencing July 1 and ending on the ensuing June 30. Said dollar limit shall apply to total cost only and shall not govern any distribution of maintenance costs between specific OUTLETS as shown on Exhibit A.

8. DISTRICT will pay quarterly, upon receipt of invoice from CITY, the necessary funds to reimburse CITY for work performed in accordance with the terms of this AGREEMENT, subject to the cost limit specified herein.

9. This AGREEMENT, or any supplement thereof, may be cancelled by CITY or DISTRICT by providing a written ninety (90)-day notice. In the event of such cancellation notice, any work currently being performed or pending reimbursement shall not be affected by such cancellation but shall continue until completed and payment for same shall be provided in accordance with the terms of AGREEMENT.

10. 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 by Section 895 of said Code, the parties hereto, as between themselves, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, DISTRICT and CITY will each agree to indemnify, defend, and save harmless the other against any and all liability, expense, and claims arising from their respective acts or omissions. The provisions of Section 2778 of the California Civil Code are made a part hereof as is fully set forth.

11. This AGREEMENT constitutes the entire AGREEMENT and understanding of the parties relating to maintenance of the OUTLETS, notwithstanding any other AGREEMENTS or understandings between the CITY and the COUNTY.

12. This AGREEMENT is intended to benefit only the CITY and the DISTRICT with no third party beneficiaries.

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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 HERMOSA BEACH on April 18, 2007, and by the COUNTY OF LOS ANGELES on _____, 2007.

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

By_____
Chairman, Board of Supervisors

ATTEST:

SACHI HAMAI
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 HERMOSA BEACH

By _____
City Mayor

ATTEST:

By _____
City Clerk

By _____
City Attorney

APPROVED AS TO FORM
RAYMOND G. FORTNER, JR., COUNTY COUNSEL
BY _____
DEPUTY

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