COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

JAMES A. NOYES, Director

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P.O. BOX 1460
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IN REPLY PLEASE
REFER TO FILE: EP-1

August 12, 2004

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:

PROPOSED STORMWATER AND RUNOFF POLLUTION CONTROL PROGRAM SERVICE AGREEMENT WITH CITY OF HAWAIIAN GARDENS
SUPERVISORIAL DISTRICT 4
3 VOTES

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Chairman to sign the enclosed Stormwater and Runoff Pollution Control Program Service Agreement with the City of Hawaiian Gardens (Exhibit 1). The Agreement would provide stormwater inspection services to the City at an estimated cost of $6,400 per each round of inspections. The cost will be reimbursed by the City to the County with no net impact to the County General Fund.

2. Instruct the Director of Public Works to provide the services described in the enclosed Agreement for the City of Hawaiian Gardens. The Agreement will become effective on the date the Board of Supervisors approves this Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the Federal Clean Water Act and the Porter-Cologne Water Quality Control Act, the County and 84 incorporated cities, including the City of Hawaiian Gardens, were issued National Pollutant Discharge Elimination System Permit No. CAS004001

for Municipal Storm Water and Urban Runoff Discharges within the County of Los Angeles. Under the NPDES Permit, each permittee is required to implement additional, new requirements to establish a program of pollutant reduction and control measures at industrial and commercial facilities. Each permittee is required to track, inspect, and ensure compliance at industrial and commercial facilities within its jurisdictional boundaries that are critical sources of pollutants in stormwater runoff. Public Works has developed and implemented the Program within the unincorporated County area to meet the NPDES Permit requirements. In response to requests from a number of cities, Public Works is prepared to provide such services to cities on a cost basis.

The City Council of the City of Hawaiian Gardens, by its Resolution No. 42-2004 (Exhibit 2), has requested that these services be provided to their City under the Stormwater and Runoff Pollution Control Service Agreement to track, inspect, and ensure compliance with the City's Stormwater and Runoff Pollution Control Ordinance at industrial and commercial facilities within the City that are critical sources of pollutants in stormwater runoff.

The proposed Agreement is hereby submitted and recommended for your Board's approval to provide the requested services.

Implementation of Strategic Plan Goals

This action is consistent with the County Strategic Plan Goal of Fiscal Responsibility as the proposed Agreement will enable Public Works to integrate services provided to the City in a cost-effective manner at no net County cost. It also satisfies the goal of Service Excellence since protecting our streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants improves the quality of life in the County and provides services which are beneficial and responsive.

FISCAL IMPACT/FINANCING

The County will bear an estimated $6,400 per year to provide inspection services to the City. Sufficient appropriation was included in the proposed 2004-05 County Engineer General Fund Services and supplies budget to cover the salaries of the inspectors. The terms of the Agreement specify that the City will reimburse the County for the costs of services provided at rates determined and adjusted annually by the Auditor-Controller with no net impact to the County General Fund. The requested services can be provided utilizing currently budgeted resources.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreement aids in the extension of the Program to areas within the City of Hawaiian Gardens for the protection of County and City streets, storm drains, rivers, streams, surface waters, and oceans from the discharge of pollutants in stormwater runoff from industrial and commercial facilities. Failure to implement the Program may increase the risk of pollutant discharges to waters of the County and require that the City develop an independent program or be subject to fines and potential third-party lawsuits for failure to prevent such discharges.

The Agreement is authorized by Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq. of the California Government Code.

County Counsel has approved the Agreement as to form; and a 90-day cancellation provision, consistent with Board policy, is included. The Agreement also incorporates by reference the Assumption of Liability Section of the City's General Services Agreement as previously approved by the Board on September 5, 2000 (Exhibit 3).

ENVIRONMENTAL DOCUMENTATION

A finding of environmental impact is not required for adopting this Agreement because it does not constitute a "project" under the California Environmental Quality Act (CEQA).

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The proposed Agreement will not impact current services as we will utilize the same personnel currently providing services to the City under the existing Industrial Waste Control Program that was previously approved by the Board on April 14, 1964 (Exhibit 4).

CONCLUSION

It is requested that one original and one conformed copy of the approved Agreement be returned to Public Works, one copy of which will be delivered to the designated City official, together with two approved copies of this letter.

Respectfully submitted,

DONALD L. WOLFE
Interim Director of Public Works

CWS:ca
AgreementBdLtr Hawaiian Gardens

Enc.

cc: Chief Administrative Office
County Counsel

EXHIBIT 1

City Industrial/Commercial

Storm Water Inspection Program Agreement

AGREEMENT BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S STORMWATER AND RUNOFF POLLUTION CONTROL ORDINANCE

A G R E E M E N T

THIS AGREEMENT is made and entered into this _____day of _____, 200__, by and between the CITY OF HAWAIIAN GARDENS, hereinafter referred to as "CITY", and the COUNTY OF LOS ANGELES, hereinafter referred to as "COUNTY".

W I T N E S S E T H

WHEREAS, CITY has adopted Municipal Code Chapter 6.47 entitled the "Stormwater and Runoff Pollution Control Ordinance of the City of Hawaiian Gardens governing the discharge of stormwater runoff to the storm drain systems of the CITY ("CITY Ordinance"); and

WHEREAS, CITY is a co-permittee under National Pollutant Discharge Elimination System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges within the CITY, hereinafter referred to as "PERMIT" and is subject to implementing an Industrial/Commercial Facilities Control Program including inspections of such facilities, hereinafter referred to as "INSPECTIONS;" and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance including INSPECTIONS; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

Section 1. Services

A. COUNTY agrees, through its Department of Public Works (DEPARTMENT), to provide enforcement of the stormwater runoff provisions of the CITY Ordinance including INSPECTIONS and the necessary services incident thereto (collectively, the "Services"). Such Services shall only encompass duties and functions of the type within the jurisdiction of, and customarily rendered by, DEPARTMENT under the County Charter, statutes of the State, various COUNTY ordinances and the PERMIT. CITY delegates to the COUNTY the power and the authority to perform the Services. Services under the terms of this Agreement shall include INSPECTIONS, and the enforcement of the CITY's Ordinance. Services may also include the filing of enforcement actions, filing of required reports and issuing permits when so requested in writing by the CITY. INSPECTIONS shall

not include restaurant facilities unless agreed to by the COUNTY and the CITY in a separate written agreement.

B. COUNTY shall retain full control and discretion over the manner of providing the Services, establishing standards for the performance of the Services and all matters incidental to the performance of such Services, including, but not limited to, the controlling of personnel employed to provide the Services. During the term of this Agreement, COUNTY shall provide to the CITY the same level of services as are currently being provided to the COUNTY's unincorporated areas by the DEPARTMENT in its administration of the COUNTY Code, Title 12, Chapter 12.80.

Section 2. CITY Cooperation.

To facilitate the performance of its duties and obligations under this Agreement, it is agreed the COUNTY shall receive the full cooperation and assistance from CITY, its officers, agents and employees.

Section 3. Supplies.

COUNTY shall provide all labor, supervision, equipment and supplies necessary to provide the Services. Notwithstanding any other provision of this Agreement, it is further agreed that in all instances wherein the COUNTY deems that is necessary to use special supplies, including but not limited to stationery, notices, educational materials and forms, these special supplies must be prepared and issued in the name of CITY, and the CITY shall supply them at its own cost and expense. COUNTY is expressly authorized by CITY to use CITY's name to perform the Services.

Section 4. Status of COUNTY Employees

A. All persons employed by the COUNTY in the performance of the Services for CITY shall be COUNTY employees and no CITY employee that may be involved in connection with the Services shall be considered an employee of the COUNTY. No COUNTY employee employed to perform the Services shall be deemed a CITY employee entitled to any CITY pension, Worker's Compensation, or to any other status or right as a CITY employee.

B. For the purpose of performing the Services and for the purpose of giving official status to the performance thereof, where necessary, every COUNTY officer and employee engaged in the performance of the Services shall be deemed to be an officer or employee of said CITY, while performing Services for the CITY. CITY shall take all steps reasonably necessary to facilitate the performance by COUNTY of the Services.

Section 5. Compensation of COUNTY Employees.

CITY shall not be called upon to assume any liability for the direct payment of any salaries, wages or other compensation to any COUNTY personnel performing services hereunder for said CITY or any liability other than that provided for in this Agreement. CITY shall not be liable for compensation or indemnity to any COUNTY employee for injury or sickness arising out of his or her employment except as provided in Section 10 herein.

Section 6. CITY Ordinance Compliance with COUNTY Code.

This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 12, Chapter 12.80. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend the CITY Ordinance in accordance with subsequent amendments to COUNTY Code, Title 12, Chapter 12.80. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services.

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within 30 calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditure" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination.

This Agreement shall become effective on the date first mentioned above and shall expire December 12, 2006. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving ninety (90) days notice to the other party.

Section 10. Assumption of Liability.

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. PERMIT Compliance and Obligations.

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by the PERMIT or any other responsibility or legal obligation incident thereto that is imposed upon CITY by Federal, State and local laws, permits and regulations.

Section 12. Governing Law.

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment.

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement.

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability.

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By_____
Chairman, 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:

OFFICE OF THE COUNTY COUNSEL

By_____
DEPUTY

ATTEST:

CITY OF HAWAIIAN GARDENS

By_____
CITY CLERK

By_____
MAYOR

STATE OF CALIFORNIA)
) s.s.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this_____day of_____, 200____, the facsimile signature of_____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By_____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By_____
DEPUTY

CWS:/D/SWAgreement

AGREEMENT BETWEEN THE CITY OF HAWAIIAN GARDENS AND THE COUNTY OF LOS ANGELES FOR ENFORCEMENT OF THE CITY'S STORMWATER AND RUNOFF POLLUTION CONTROL ORDINANCE

A G R E E M E N T

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W I T N E S S E T H

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WHEREAS, CITY is a co-permittee under National Pollutant Discharge Elimination System Permit No. CAS004001 for Municipal Storm Water and Urban Runoff Discharges within the CITY, hereinafter referred to as "PERMIT" and is subject to implementing an Industrial/Commercial Facilities Control Program including inspections of such facilities, hereinafter referred to as "INSPECTIONS;" and

WHEREAS, CITY is desirous of contracting with COUNTY for the enforcement of the CITY Ordinance including INSPECTIONS; and

WHEREAS, COUNTY represents that it is capable, ready and willing to render such services on the terms and conditions set forth in this Agreement; and

WHEREAS this Agreement is authorized and provided for by the provisions of Section 56-1/2 of the Charter of the County of Los Angeles and Section 51301 et seq., of the California Government Code.

NOW, THEREFORE, it is agreed as follows:

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COUNTY OF LOS ANGELES

By_____
Chairman, 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:

OFFICE OF THE COUNTY COUNSEL

By_____
DEPUTY

ATTEST:

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By_____
CITY CLERK

By_____
MAYOR

STATE OF CALIFORNIA)
) s.s.
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The undersigned hereby certifies that on this_____day of_____, 200____, the facsimile signature of_____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By_____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By Tracy Swann
DEPUTY

CWS:/D/SWAgreement

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This Agreement is entered into with the understanding that and contingent upon the CITY adopting and maintaining in full force and effect a CITY Ordinance substantially identical with the COUNTY Code, Title 12, Chapter 12.80. This Agreement may be terminated by COUNTY after sixty (60) days written notice if CITY does not amend the CITY Ordinance in accordance with subsequent amendments to COUNTY Code, Title 12, Chapter 12.80. The DEPARTMENT, acting on behalf of COUNTY, may use discretion and need not request CITY to adopt amendments which do not apply to CITY.

Section 7. Collection of Fees.

Upon request of CITY, COUNTY agrees to collect fees listed in the CITY Ordinance and to remit to the CITY, within 60 days following each calendar quarter, all of the fees actually collected during such quarter. Said fees shall be deemed to be imposed by CITY and are not fees imposed by the COUNTY. COUNTY's collection activities shall be limited to generating and sending out invoices and the receipt of fees identified in said invoices. COUNTY's collection of CITY fees shall not include actions to satisfy unpaid or delinquent debts. CITY shall indemnify, defend, and hold harmless the COUNTY and its Special Districts, elected and appointed officers, employees, and agents from and against any liability including but not limited to any claims, demands, actions, loss, cost, expense, fees (including attorney's and expert fees) arising from or connected with the collection of fees. This indemnification is in addition to the Assumption of Liability set forth in Section 10 herein.

Section 8. Payment by CITY to COUNTY for Services.

CITY agrees to pay COUNTY monthly for the Services. COUNTY shall present a monthly invoice in arrears to CITY for the Services. Payment shall be made by the CITY within 30 calendar days after receipt of an invoice, for Expenditures relating to those Services rendered under this Agreement during the billing period. If such payment is not delivered to the COUNTY office described on said invoice within 30 calendar days after the date of the invoice, the COUNTY may satisfy such indebtedness, including interest thereon, from any fund the CITY has on deposit with the COUNTY without giving further notice to CITY of COUNTY'S intention to do so.

"Expenditure" for Services for the purpose of this Agreement shall be the entire cost to said COUNTY of performing the Services, including direct costs and indirect costs. Costs shall include but not be limited to salaries of employees engaged therein, vacation, sick leave, retirement, traveling expenses and overhead.

Section 9. Term and Termination.

This Agreement shall become effective on the date first mentioned above and shall expire December 12, 2006. Except as specifically set forth in Section 6, this Agreement may be terminated by either party for the material breach of the other party following written notice and a reasonable opportunity to cure. Notwithstanding the provisions of this paragraph, either party may terminate this Agreement at any time by giving ninety (90) days notice to the other party.

Section 10. Assumption of Liability.

The Assumption of Liability Agreement of the General Services Agreement executed by the CITY and approved by the Board of Supervisors currently in effect is hereby made part of and is incorporated into this Agreement as if set out in full herein unless said Assumption of Liability is expressly superseded by a subsequent agreement, in which case the subsequent Assumption of Liability provisions shall apply to this Agreement.

Section 11. PERMIT Compliance and Obligations.

Nothing in this Agreement shall transfer to the COUNTY any responsibility or legal obligation of the CITY required by the PERMIT or any other responsibility or legal obligation incident thereto that is imposed upon CITY by Federal, State and local laws, permits and regulations.

Section 12. Governing Law.

This Agreement is to be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California.

Section 13. Amendment.

No modification or amendment of this Agreement shall be binding upon any party unless said modification or amendment is made in writing and duly authorized and executed by all parties. This Agreement shall not be modified or amended by oral agreement or by any acts or conduct of the parties.

Section 14. Entire Agreement.

This Agreement, with all attachments and exhibits constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements and understandings, except as set forth in Section 10.

Section 15. Severability.

If any provision of this Agreement shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement shall not be affected and this Agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

Section 16. Counterparts

This Agreement may be executed simultaneously or in any number of counterparts, each of which together shall constitute one and the same document.

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IN WITNESS WHEREOF, the CITY by Resolution duly adopted by its City Council, caused this Agreement to be signed by its Mayor and attested by its Clerk; and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first written above.

COUNTY OF LOS ANGELES

By_____
Chairman, 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:

OFFICE OF THE COUNTY COUNSEL

By_____
DEPUTY

ATTEST:

CITY OF_____

By_____
CITY CLERK

By_____
MAYOR

STATE OF CALIFORNIA)
) s.s.
COUNTY OF LOS ANGELES)

On January 6, 1987, the Board of Supervisors of the County of Los Angeles and ex officio the governing body of all other special assessment and taxing districts, agencies, and authorities for which said Board so acts adopted a resolution pursuant to Section 25103 of the Government Code which authorized the use of facsimile signatures of the Chair/chairman of the Board on all papers, documents, or instruments requiring his/her signature.

The undersigned hereby certifies that on this_____day of_____, 200_____, the facsimile signature of_____, Chair/Chairman of the Board of Supervisors of the County of Los Angeles was affixed hereto as the official execution of this document. The undersigned further certified that on this date, a copy of the document was delivered to the Chair/Chairman of the Board of Supervisors of the County of Los Angeles.

In witness whereof, I have also hereunto set my hand and affixed my official seal the day and year above written.

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

By_____
DEPUTY

APPROVED AS TO FORM:

OFFICE OF THE COUNTY COUNSEL

By_____
DEPUTY

CWS:/D/SWAgreement

EXHIBIT 2

City Resolution

RESOLUTION NO. 42-2004

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HAWAIIAN GARDENS AUTHORIZING EXECUTION OF A SERVICE AGREEMENT BETWEEN THE COUNTY OF LOS ANGELES, INDUSTRIAL WASTE DIVISION, TO PROVIDE INSPECTION AND ENFORCEMENT SERVICES FOR COMMERCIAL AND INDUSTRIAL PROPERTIES RELATED TO THE NPDES PERMIT PROGRAMS CONTAINED IN ORDER NO. 01-182.

BE IT RESOLVED by the City Council of the City of Hawaiian Gardens as follows:

WHEREAS, the City of Hawaiian Gardens is a co-permittee under Waste Discharge Requirements and National Pollutant Discharge Elimination System (NPDES) Permit for Municipal Storm Water and Urban Runoff Discharges in the County of Los Angeles (Order No. 01-182, NPDES No. CAS004001);

WHEREAS, the City of Hawaiian Gardens is required under the NPDES permit to implement an industrial/commercial facilities control program including inspections;

WHEREAS, Chapter 6.47 of the Hawaiian Gardens Municipal Code requires that industrial/commercial businesses implement best management practices to control the runoff of pollutants to the storm drain system;

WHEREAS, the County of Los Angeles has an established industrial/commercial inspection program and will make this service available to the City of Hawaiian Gardens on a cost basis; and

WHEREAS, the City of Hawaiian Gardens requests the Department of Public Works of the County of Los Angeles to provide a stormwater and runoff pollution control program for industrial/commercial facilities, exclusive of restaurants, as required by the NPDES permit;

The City Council of the City of Hawaiian Gardens DOES RESOLVE as follows;

Section 1. The Mayor of the City of Hawaiian Gardens is hereby authorized to execute an agreement with the County of Los Angeles providing for industrial/commercial stormwater and runoff pollution control provisions of the City Ordinance.

Section 2. That the Mayor shall sign and the City Clerk shall certify to the passage and adoption of this Resolution and thereupon the same shall take effect and be in force.

APPROVED AND ADOPTED this11th day of May, 2004

Betty J. Schultze

Betty Schultze, Mayor

ATTEST:

Suzanne Underwood

Suzanne Underwood, City Clerk

CITY OF HAWAIIAN GARDENS
CITY CLERK'S OFFICE
CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HAWAIIAN GARDENS)

I, SUZANNE UNDERWOOD, City Clerk of the City of Hawaiian Gardens, do hereby certify that **Resolution No. 42-2004**, was duly and regularly passed and adopted by the City Council of the City of Hawaiian Gardens at its meeting on this **11th day of May, 2004**, by the following votes as the same appears on file and of record in the Office of the City Clerk.

AYES: OYAMA-CANADA, HECKERMAN, PRIDA, CHAIDEZ, SCHULTZE
NOES: NONE
ABSENT: NONE
ABSTAIN: NONE

Suzanne Underwood
SUZANNE UNDERWOOD
CITY CLERK

EXHIBIT 3

City General Services Agreement

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Exp 6/30/05

GENERAL SERVICES AGREEMENT

THIS AGREEMENT, dated for purposes of reference only, September 5, June 29, 2000, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of Hawaiian Gardens, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, et seq., of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers and employees, to perform those City functions which are hereinafter provided for.

2. The City shall pay for such services as are provided under this agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County officer or department shall perform for said City any function not coming within the scope of the duties of such officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County officer or department, such quarters may be used by the County officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for the City shall be County employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County officer and employee engaged in performing any such service or function shall be deemed to be an officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as of set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County officer or department performing any service for the City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor; supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to insure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness, including interest thereon, from any funds of any such City on deposit with the County

without giving further notice to said City of County's intention to do so.

14. This contract shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2005, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In event the City desires to renew this agreement for said five-year period, the City Council shall not later than the last day of May 2005, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2005, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise such agreement shall finally terminate at the end of the aforedescribed period.

Notwithstanding the provisions of this paragraph hereinabove set forth, the County may terminate this agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this 29th 5th day of June September, 2000.

THE CITY OF HAWAIIAN GARDENS

By _____
Mayor

ATTEST:
Interim
City Clerk

By _____
Deputy

THE COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST:

VIOLET VARONA-LUKENS
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

21 JUN 2 0 2000

VIOLET VARONA-LUKENS
EXECUTIVE OFFICER

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EXHIBIT VI

ASSUMPTION OF LIABILITY AGREEMENT

THIS AGREEMENT, dated for reference purposes only, on the 14th day of November, 1977, is made and entered into between the County of Los Angeles, sometimes hereinafter referred to as the "County," and the City of Hawaiian Gardens, sometimes hereinafter referred to as the "City."

RECITALS

(a) City and County have heretofore contracted for the performance of services by County, its officers, agents and employees, and will in the future extend, renew and amend such contracts, and enter into other and further contracts for the performance of services; and

(b) Such contracts are agreements defined under §895 of the Government Code, and pursuant to §895.2 thereof joint and several liability is imposed on the parties; and

(c) Pursuant to §895.4 of the Government Code the parties as a part of the aforementioned agreements may provide for contribution or indemnification upon any liability arising out of the performance of the agreement; and

(d) The County is willing to assume liability and defend and hold the City harmless from any loss, cost or expense caused by the negligent or wrongful acts or omissions of County officers, its agents and employees, occurring in the performance of said agreement; and

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(e) The City is willing to assume liability and defend and hold the County harmless from loss, cost or expenses caused by the negligent or wrongful act or omission of city officers, agents or employees occurring in the performance of agreements between the parties, except as hereinafter provided,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The County will assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the City by the provisions of §895.2 of the Government Code of the State of California.

2. The City will assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees occurring in the performance of agreements between the parties hereto to the extent that such liability is imposed on the County by the provisions of §895.2 of the Government Code of the State of California. In addition, when liability arises pursuant to §§830, et seq., of the Government Code, by reason of a dangerous condition of public property of the City, the City shall assume liability and defend and hold the County harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of City officers, agents and employees, whether

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arising in the performance of an agreement between the parties hereto, with the exception that the County shall assume liability and defend and hold the City harmless from loss, costs or expenses caused by the negligent or wrongful act or omission of County officers, agents and employees, occurring in the performance of any agreement between the parties hereto where a duty is imposed on the County pursuant to such agreement to provide maintenance or inspection services pertaining to said property. Where such an agreement between a City and County provides that the County will provide at least the same level of maintenance or inspection services that the County provides to unincorporated areas, the County will assume liability and defend and hold the City harmless from loss, costs or expense caused by the negligent or wrongful act or omission of County officers, agents and employees in failing to provide said services in accordance with said agreement.

3. The parties further agree that the Auditor-Controller of the County shall establish a fund for the payment of losses for which the County may be liable under the terms of this agreement, and the County agrees to maintain the fund for the purpose of paying such losses which may occur through its performance under agreements to provide city services to the cities within the County.

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4. It is understood by the parties that the fund referred to in paragraph 3 above is under the full control of the Board of Supervisors and reappropriation of unencumbered year-end balances in this fund is discretionary with the Board of Supervisors.

5. The City agrees to make payment to the fund, and the County agrees to require each city receiving services under City Service Agreements to also contribute to the fund. Payments towards the total amount of the fund shall be made by the City in such amounts as may be established by the Auditor-Controller according to the policy and procedure established by the Board of Supervisors, and in the same ratio as the cost of services received by the City is to the total cost to the County for its performance of City Service Agreements during each fiscal year. In the event that City should elect to terminate its Service Agreement with the County, its responsibility to contribute to the fund pursuant to this agreement shall be limited to payment of amounts which accrue prior to the effective date of said termination.

6. Each party agrees to fully cooperate with the other and assist the other party hereto in all matters relating to losses covered by the terms of this agreement, and more specifically but not being limited thereby, each party will:

(a) Give prompt notification of all occurrences covered or likely to be covered by the terms hereof, together with the particulars thereof to the other party hereto;

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(b) If claim is made, or suit is brought against a party on occurrences covered or likely to be covered by the terms hereof, such party shall immediately forward every claim, demand, notice, summons or other process received by it to the other party hereto.

7. Should City agree, stipulate, consent to, or otherwise suffer the granting of any claim, the making of any judgment, order, or other award for damages or other relief against itself or any of its or the County's officers, agents, or employees in any proceeding or action authorized by law involving a matter arising out of the performance by the County of services affected hereby without the prior written consent thereto of the County, the City agrees to indemnify, hold harmless, and defend the County from any loss, cost or expense to it arising from such claim, judgment, or other award irrespective of the legal basis upon which liability may be imposed by such action including liability of the County under the provisions of Section 895.2 of the Government Code.

8. Any party may at its own cost participate in the defense of any suit, or in the prosecution of any appeal affecting matters herein involved where the duty of defense or prosecution is imposed on the other party, and where the other party has consented thereto.

9. This agreement shall apply to and shall be deemed to be a part of all agreements now existing or hereafter

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entered into, including amendments, renewals, or other extensions thereof, wherein the City and County have contracted under circumstances wherein the liability of the City and County is joint and several under §895.2 of the Government Code of the State of California. The provisions of this agreement shall supersede and control over any other provisions inconsistent therewith in any such contract, heretofore or hereafter entered into by and between the parties hereto, unless by specific reference therein this Assumption of Liability Agreement is inapplicable.

10. On the effective date of this agreement that certain agreement entitled "Assumption of Liability Amendment," if any between the parties, is terminated. The effective date of this agreement is the date executed by the parties, but in no event sooner than 12:00 A.M., March 15, 1978, unless the aforementioned Assumption of Liability Amendment should be sooner terminated by the parties, in which event the date of such termination shall be the effective date of this agreement. Upon the effective date of this agreement the same shall continue during the term of any agreement for services to which the same is applicable, unless the County shall sooner elect to terminate this agreement upon thirty days written notice to the City. The County further agrees that this agreement shall be only terminated upon the occurrence of the foregoing, or any one or more of the following events:

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(a) Failure of the City to cooperate with the County as required by this agreement.

(b) Upon the City authorizing any judgment, order or other award for damages without the consent of the County in violation of the terms and provisions of this agreement.

(c) Upon the County's election in its absolute discretion to terminate this Assumption of Liability Agreement as to all cities having such service agreements with the County.

11. To the extent that the County has agreed to indemnify, defend and waive harmless a city, its officers, agents and employees under this agreement, said obligation shall continue to exist during the term of this agreement whether or not there are sufficient funds for such indemnity, defense or hold harmless in the fund established by the Auditor-Controller. It is further understood that the County may also utilize said fund for the purchase of commercial insurance and claims management services and for the payment of other costs to cover the exposures of the County hereunder in whole or in part.

12. On termination by the City of service contract with the County, or upon termination by the County for any cause, the County shall continue to indemnify, defend and hold harmless the City for all claims and losses for which liability is imposed on the County by the terms of this agreement, and

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where arising out of the County's negligent or wrongful act or omission, prior to the effective date of said termination. Said City shall not be entitled to return of any consideration paid by it towards the fund established by the Auditor-Controller on the termination of this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized officers the day and year hereinafter set forth.

CITY OF HAWAIIAN GARDENS

By _____
Mayor

ATTEST this ____ day of _____, 1977.

_____
City Clerk

COUNTY OF LOS ANGELES

By _____
Chairman, Board of Supervisors

ATTEST this 22 day of MARCH, 1978.

JAMES S. MIZE, Executive Officer-Clerk of the Board of Supervisors

By _____
Deputy

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

109 DEC 27 1977

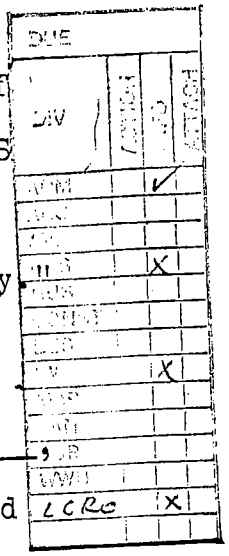
JAMES S. MIZE
EXECUTIVE OFFICER

EXHIBIT 4

Industrial Waste Control Program Agreement

I-5801 Old

AGREEMENT - INDUSTRIAL WASTE



THIS AGREEMENT, made and entered into this 21st day of April, 1964, by and between the COUNTY OF LOS ANGELES hereinafter sometimes referred to as "County" and the CITY OF HAWAIIAN GARDENS hereinafter sometimes referred to as "City".

W I T N E S S E T H:

THAT WHEREAS, the City has heretofore, on April 14, 1964, adopted ordinance number 1 amending an ordinance entitled "Sanitation and Health" by adding a new division entitled "Sanitary Sewers and Industrial Waste"; and

WHEREAS, the City is desirous of contracting with the County for the enforcement of such ordinance provisions and the performance of services with respect to industrial waste as in said ordinance set forth; and

WHEREAS, the County of Los Angeles is agreeable to rendering such services on the terms and conditions hereinafter set forth; and

WHEREAS, such contract is authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Article 1, Chapter 1, Part 2, Division 1, Title 5 of the Government Code;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees, through the Engineer of the County of Los Angeles, to provide enforcement of the industrial waste provisions of the above referred to city ordinance and the necessary services incident thereto.

APPROVED BY BOARD OF SUPERVISORS

APR 14 1964

GORDON T. Nesvig
Clerk of the Board

Such services shall only encompass duties and functions of the type coming within the jurisdiction of, and customarily rendered by, the County Engineer of the County of Los Angeles under the Charter of said County, the statutes of the State, and the various County ordinances.

The level of service provided shall be that same basic level of service that now is and shall be hereafter during the term of this agreement provided for unincorporated areas of the County of Los Angeles by said Engineer.

The rendition of such services, the standards of performance, and other matters incidental to the performance of such services, including the controlling of personnel so employed, shall remain in the County. In the event of dispute between the parties as to the extent of the duties and functions to be rendered hereunder, or the level or manner of performance of such service, the determination thereof made by the Engineer of the County shall be final and conclusive as between the parties.

The services shall include the enforcement of any applicable State statutes and all provisions of the above referred to city ordinance as the same now exists or may be hereafter amended.

The services shall include the inspection of open sanitary fills only in the event that the city, by action of its Council, requests such services.

2. To facilitate the performance of said functions it is agreed that the County shall have full co-operation and assistance from the City, its officers, agents and employees.

3. For the purpose of performing said functions, County shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of service to be rendered hereunder.

Notwithstanding anything hereinbefore contained, it is agreed that in all instances wherein special supplies, stationery, notices, forms and the like must be issued in the name of said City, the same shall be supplied by said City at its own cost and expense.

4. All persons employed in the performance of such services and functions for said City shall be County employees and no City employee as such shall be taken over by said County, and no person employed hereunder shall have any City pension, civil service, or any status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance thereof where necessary, every County officer and employee engaged in the performance of any service hereunder shall be deemed to be an officer or employee of said City while performing services for said City, which services are within the scope of this agreement and are purely municipal functions.

5. City shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any County personnel performing services hereunder for said County, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his employment.

6. County, its officers and employees, shall not be deemed to assume any liability for intentional or negligent acts of said City or of any officer or employee thereof, and said City shall hold said County and its officers and employees harmless from, and shall defend said County and its officers and employees against, all claims for damages resulting therefrom.

7. This contract is entered into with the understanding that the City will maintain in full force and effect, including the amount of fees provided, an ordinance substantially identical with the provisions of County Ordinance No. 6130. This contract may be terminated by the County without necessity of notice if City does not enact amendments to said ordinance in accordance with amendments to County Ordinance No. 6130 within one hundred twenty days after request to do so by County. The County Engineer, acting on behalf of the County, may use discretion and need not request City to adopt amendments which do not apply to the City or its problems.

8. County agrees to collect fees called for in the City's ordinance and to account therefor to the City quarterly. County agrees to pay City, within sixty days following each calendar quarter, all of the excess over expenditures for services, and City agrees to pay County, within said sixty days, any deficit between expenditures for services and total fees collected. Expenditures for services, for the purpose of this agreement, shall be the entire cost to the County of performing each such function, including salaries of employees engaged in performing the service, as well as vacation, sick leave, retirement,

workmen's compensation insurance premiums, supervision over such employees while so employed, traveling expenses and supplies, plus a pro-rate of indirect expenses. If the cost for providing the service is changed, the City shall be notified of such change, in writing.

9. It is further agreed that the City shall not be charged for periodic inspections of facilities for pretreatment of industrial waste prior to discharge into sanitary sewers in the event that the cost of such services has been defrayed by funds of a sewer maintenance district.

10. The County agrees to keep such books and records and in such form and manner as the County Auditor of the County of Los Angeles shall specify. Said books shall be open for examination by said City at all reasonable times.

11. This contract shall become effective on April 21, 1964, and shall continue in full force and effect until June 30, 1964. This agreement shall be automatically renewed from year to year for successive one year periods thereafter unless either party hereto gives written notice of intent to terminate not less than two months prior to the annual renewal date, in which event the contract shall not be renewed for the succeeding year but shall terminate at the end of the then current annual period.

IN WITNESS WHEREOF, the City of HAWAIIAN GARDENS, by resolution duly adopted by its City Council, caused this agreement to be signed by its Mayor and attested by its Clerk,

and the County of Los Angeles, by order of its Board of Supervisors, has caused these presents to be subscribed by the Chairman of said Board and the seal of said Board to be affixed thereto and attested by the Clerk of said Board, all on the day and year first above written.

CITY OF HAWAIIAN GARDENS

By Lee Ware
Mayor

ATTEST:

Addie Mialli
City Clerk

COUNTY OF LOS ANGELES

By WARREN M. DORN
Chairman, Board of Supervisors

(SEAL)

ATTEST:

GORDON T. NESVIG
Clerk of the Board of Supervisors

By WINIFRED BERNSTEIN
Deputy

APPROVED AS TO FORM:
HAROLD W. KENNEDY, County Counsel

By

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