



COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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ALHAMBRA, CALIFORNIA 91803-1331
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ADDRESS ALL CORRESPONDENCE TO:
P.O. BOX 1460
ALHAMBRA, CALIFORNIA 91802-1460

GAIL FARBER, Director

March 20, 2012

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

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

33 March 20, 2012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**DELEGATE AUTHORITY TO ENTER INTO A
CITY OF LONG BEACH-LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
AGREEMENT FOR FLOOD CONTROL MAINTENANCE
(SUPERVISORIAL DISTRICT 4)
(3 VOTES)**

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement with the City of Long Beach that would authorize the Los Angeles County Flood Control District to provide the City of Long Beach up to \$500,000 for maintenance activities related to the removal of debris deposited on City of Long Beach beaches and marinas generated from storm flows in the Los Angeles River.

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

Authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to enter into an Agreement with the City of Long Beach that would provide for the Los Angeles County Flood Control District to contribute up to \$500,000 to the City of Long Beach for the City's costs of maintenance activities related to the removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River in a form approved by County Counsel and to take all steps necessary to implement the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to authorize the Chief Engineer of the Los Angeles County Flood Control District (LACFCD) or her designee to execute, on behalf of the LACFCD, an Agreement substantially similar to the enclosed with the City of Long Beach (City). The purpose of the Agreement is to authorize the LACFCD to provide funding to the City for maintenance activities related to the cleanup of debris and vegetation that is conveyed by flood control facilities onto City beaches and marinas.

The LACFCD oversees many flood control facilities within the Los Angeles River Watershed that eventually drain to the mouth of the Los Angeles River within the City's boundary. This Maintenance Agreement establishes a collaborative partnership for the LACFCD to share costs with the City for the cleanup of debris deposited on City beaches, marinas, aquatic habitats, and other recreational areas.

Your Board of Supervisors (Board) has previously approved Agreements with the City, allowing the LACFCD to provide funding to the City for the removal of debris deposited on City beaches and marinas up to a maximum of \$500,000 annually. The most recent Agreement expired on June 30, 2011.

The LACFCD is recommending that your Board approve the delegation of authority to enter into an Agreement to continue to provide funding for the specified maintenance activities. The proposed Agreement would terminate on June 30, 2012.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Community and Municipal Services (Goal 3). The recommended action will help meet this goal by providing the City with funding up to a maximum of \$500,000 for the removal of debris deposited on City beaches and marinas generated from storm flows in the Los Angeles River, which improves the quality of life in our community.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund.

Per the proposed Agreement, the LACFCD will provide funding to the City up to a maximum of \$500,000 for the City's debris removal activities. Funding is available in the Fiscal Year 2011-12 LACFCD Fund Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The enclosed Agreement has been approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

Entering into this cooperative agreement to fund maintenance activities is statutorily exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Section 15378(b)(4) of the CEQA guidelines. These exemptions provide for the creation of government funding mechanisms or other government fiscal activities which do not involve any commitment to any specific project which may result in a potentially significant physical impact on the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

There will be no negative impact on current services.

This Agreement will provide the City with the LACFCD funding assistance necessary to remove debris from the beaches and marinas conveyed by the LACFCD storm drains from July 1, 2011, to June 30, 2012. This action will not interfere with the primary mission of the LACFCD.

CONCLUSION

Please return one adopted copy of this letter to the Chief Executive Office and one to the Department of Public Works, Watershed Management Division. After final approval by the Chief Engineer of the LACFCD or her designee, the fully executed original of the Agreement will be provided for your files.

Respectfully submitted,



GAIL FARBER
Director

GF:GH:sw

Enclosures

c: Chief Executive Office (Rita Robinson)
County Counsel
Executive Office

AGREEMENT

THIS AGREEMENT, made and entered into by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT (hereinafter referred to as the LACFCD), a body corporate and politic, and the CITY OF LONG BEACH, a municipal corporation in the County of Los Angeles (hereinafter referred to as CITY).

WITNESSETH

WHEREAS, CITY and the LACFCD have heretofore executed on April 7, 2011, the CITY-LACFCD Agreement, which expired June 30, 2011, for the LACFCD to pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) for the maintenance of the LACFCD-owned storm drain beach outlets and removal of debris from CITY beaches and marinas; and

WHEREAS, the LACFCD installed a trash collection device in the Los Angeles River to reduce deposition of storm laden trash, vegetation, and other floating, urban debris emanating from the Los Angeles River onto CITY beaches, marinas, aquatic habitats, and other recreational areas; and

WHEREAS, the above-mentioned trash collection device captured 700 tons of trash during Fiscal Year 2007-08, 1,070 tons during Fiscal Year 2008-09, and 940 tons in Fiscal Year 2009-10, and 1,118 tons in Fiscal Year 2010-11; and

WHEREAS, the LACFCD and the tributary cities are moving forward with the goal of reducing trash in the Los Angeles River by ten (10) percent per year; and

WHEREAS, the LACFCD is willing to continue to assist CITY with the cost for the cleanup of debris deposited on CITY beaches and marinas generated from storm flows from the Los Angeles River.

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

(1) THE LACFCD AGREES:

- a. To pay CITY up to the sum of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) to clear the LACFCD beach storm drain outlets and assist in the cost of cleaning debris deposited on CITY beaches and marinas generated from runoff from the Los Angeles River and the LACFCD-owned storm drain beach outlets in CITY.
- b. To pay quarterly, upon receipt of CITY'S invoice, the necessary funds to assist CITY in performance of work in accordance with paragraph (1) a. above.

- c. To continue to cooperate with CITY efforts to implement source control and treatment control Best Management Practices to prevent trash from entering its drainage systems and to collect and remove trash that does enter these systems.
- d. To develop data collection methods and reporting criteria to quantify the LACFCD'S efforts specified in paragraph (1) c. above and the effect of the source control and treatment control Best Management Practices on CITY beaches and marinas.

(2) CITY AGREES:

- a. To submit to the LACFCD quarterly invoices for work performed and eligible for payment under the terms of this AGREEMENT. Invoices shall be accompanied by support documentation, identifying the date, specific site location, personnel, hours, and nature of qualifying work.
- b. To seek reimbursement from any Federal, State, or local agency for any eligible work covered under the terms of this AGREEMENT to notify the LACFCD of those costs that are eligible for reimbursement and to refund to the LACFCD the amount received from any agency within thirty (30) calendar days upon receipt of any such reimbursement received, not to exceed the amount paid to CITY by the LACFCD.

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

- a. This AGREEMENT may be amended, modified, and cancelled by the LACFCD or CITY by providing a written notice within one hundred twenty (120) calendar days to the other party. In the event of such cancellation notice, any work currently being performed or pending payment shall not be affected by such cancellation, but shall continue until completed and payment for it shall be provided in accordance with the terms of this AGREEMENT.
- b. The LACFCD shall not be responsible, under the terms of this AGREEMENT, for any debris cleaning costs where CITY'S costs are eligible for reimbursement from any Federal, State, or local agency or for any costs in excess of Five Hundred Thousand and 00/100 Dollars (\$500,000.00).
- c. This AGREEMENT shall terminate on June 30, 2012.
- d. CITY shall not, under any circumstances, allow or direct work crews to enter or modify the LACFCD storm drain systems.

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

CITY: Mr. George Chapjian
Director of Parks, Recreation and Marine
City of Long Beach
2760 Studebaker Road
Long Beach, CA 90815-1697

LACFCD: Ms. Gail Farber
Chief Engineer
Los Angeles County Flood Control District
P.O. Box 1460
Alhambra, CA 91802-1460

- f. Neither the LACFCD nor any officer, employee, or agent of the LACFCD shall be responsible for any damage or liability occurring by reason of any acts or omissions on the part of CITY under or in connection with any work performed by CITY referenced in this AGREEMENT. It is also understood and agreed that CITY shall fully indemnify, defend, and hold the LACFCD and its officers, employees, and agents harmless from and against any claims or liability imposed for injury (as defined by Government Code, Section 810.8), arising out of or in connection with any work performed by CITY referenced in this AGREEMENT.

- g. In contemplation of the provisions of Section 895.2 of the Government Code imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the parties hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, will assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above-stated purpose, each of the parties indemnifies and holds harmless the other party for any liability, cost, or expense that may be imposed upon such other party solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

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IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their respective officers, duly authorized, by the CITY OF LONG BEACH on _____, 2012, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2012.

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

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
Acting County Counsel

By _____
Deputy

CITY OF LONG BEACH

By _____
City Manager

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

GC:sw

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