



GAIL FARBER, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

"To Enrich Lives Through Effective and Caring Service"

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

IN REPLY PLEASE

REFER TO FILE: **WM-3**

February 17, 2009

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:

**COUNTY OF LOS ANGELES STORM DRAIN INITIATIVE AGREEMENT BETWEEN
COUNTY SANITATION DISTRICT NO. 2 OF THE COUNTY OF LOS ANGELES AND
THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

This action is to authorize the Chief Engineer of the Los Angeles County Flood Control District or her designee to execute the County of Los Angeles Storm Drain Initiative Agreement between the County Sanitation District No. 2 of the County of Los Angeles and the Los Angeles County Flood Control District for the transfer of ownership and maintenance of the County of Los Angeles Storm Drain Geodatabase to the Los Angeles County Flood Control District.

**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 execute the nonfinancial County of Los Angeles Storm Drain Initiative Agreement by and between the County Sanitation District No. 2 of the Los Angeles County and the Los Angeles County Flood Control District. The agreement provides for the Los Angeles County Flood Control District to assume ownership and maintenance of the Los Angeles County Storm Drain Geodatabase.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The purpose of the recommended action is to accept the transfer of the County of Los Angeles Storm Drain Geodatabase (Database) from the County Sanitation District No. 2 of Los Angeles County (CSDLA) to the Los Angeles County Flood Control District (LACFCD) and for the LACFCD to own and maintain the Database. By owning and maintaining the Database, the LACFCD will be able to provide a comprehensive information resource and management tool for storm drain infrastructure within the County.

Implementation of Strategic Plan Goals

The Countywide Strategic Plan directs the provision of Service Excellence (Goal 1) and Community Services (Goal 6) by maintaining accurate and complete information about flood control facilities, which are needed to provide improved flood protection and water conservation services that improve the quality of life for County residents.

FISCAL IMPACT/FINANCING

There will be no impact to the County General Fund. The transfer of ownership of the Database is provided at no cost to the LACFCD.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 8, 1994, the CSDLA entered into a Consent Decree with the Natural Resources Defense Council and Heal the Bay that mandated full secondary treatment of the effluent from the Joint Water Pollution Control Plant by December 31, 2002. As a consequence of failing to meet conditions in the Consent Decree, the CSDLA funded the development of the Database in the amount of \$365,000 as an environmentally beneficial project.

To date, owners of storm drains in the County maintain independent information on their respective drains. The Database has combined storm drain information from numerous sources including cities and private developers within the County. It contains data on geographic locations for most of the flood control facilities within the County. It also contains incomplete information on design specifications, maintenance responsibility, and ownership. The Database will support management decisions in providing flood protection and water conservation services. The Database will greatly benefit the ongoing repair and upgrade as well as future improvement of the LACFCD's flood control facilities.

The LACFCD will assume ownership and maintenance of the Database. The Database will be verified and updated through the LACFCD's existing storm drain inspection program. This updating process will take up to six years. The LACFCD will collaborate with cities and other public agencies to verify and update the Database. The Database will also be made available to the public.

The agreement has been reviewed and approved as to form by County Counsel.

ENVIRONMENTAL DOCUMENTATION

The proposed activity does not constitute the definition of a project pursuant to the California Environmental Quality Act (CEQA) Guidelines, Section 15378(b). The proposed action involves preparing an electronic database from existing records and as such is an administrative activity of government, which will not result in direct or indirect changes to the environment.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Database will help the LACFCD provide improved services to the public. Approval of the recommended actions will not have an impact on current projects or services.

CONCLUSION

Please return three adopted copies of this letter to the Department of Public Works, Watershed Management Division.

Respectfully submitted,



GAIL FARBER
Director of Public Works

GF:MP:sw

Attachment

c: Chief Executive Office (Lari Sheehan)
County Counsel

**Los Angeles County Storm Drain Initiative Agreement
By and Between
County Sanitation District No. 2 of Los Angeles County and
The Los Angeles County Flood Control District**

This agreement ("Agreement") is made and entered into as of the date of the last Party signature set forth below ("Effective Date") by and between **COUNTY SANITATION DISTRICT NO. 2 OF LOS ANGELES COUNTY** ("District"), a county sanitation district organized and existing under the provisions of Health and Safety Code §§ 4700 et seq., and **THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT** ("LACFCD"), a political subdivision of the State of California (hereinafter "Party" or "Parties") with reference to the following facts:

Recitals

WHEREAS, the District has fully funded and managed the development of a database that describes and depicts storm water management infrastructure within Los Angeles County, known as *the Los Angeles County Storm Drain Geodatabase* ("Database");

WHEREAS, the District has collected the information included in the Database from sources that the District deems reliable and has made reasonable efforts to ensure accuracy of the Database;

WHEREAS the District and LACFCD desire that LACFCD assume ownership and maintenance of the Database for the purpose of updating the Database with additional data obtained by LACFCD on an ongoing basis, including data received from other agencies and municipalities, according to procedures established by LACFCD. The Parties intend that the resulting database will ultimately provide a comprehensive resource as to the storm drains throughout Los Angeles County;

WHEREAS, following the transfer of the Database by the District, LACFCD is willing to make available and distribute the Database, as defined herein, to cities, counties, county agencies, special districts, regional authorities, and individual interest groups (identified collectively as "Stakeholders"), in a manner that facilitates ease of accessibility in accordance with conditions of use acceptable to LACFCD for as long as the LACFCD owns and maintains the Database;

WHEREAS, the District is willing to transfer to LACFCD, without charge, ownership of the Database in consideration of the LACFCD's commitment to maintain, update, and distribute the Database, which commitment will require the expenditure of considerable time, effort, and funds ;

WHEREAS, LACFCD is willing to provide Stakeholders with access to the Database, without charge, on the condition that each Stakeholder agrees to the conditions of use acceptable to the LACFCD for as long as the LACFCD owns and maintains the Database.

NOW THEREFORE, it is agreed by and between the District and LACFCD, as follows:

AGREEMENT

1.0 PURPOSE

- 1.1** The purpose of this Agreement is to facilitate the exchange of information regarding the storm water management infrastructure within Los Angeles

County. The Agreement is also intended to relieve the District, which undertook the task of creating the Database, from further obligation in regard to the ownership, maintenance, and distribution of the Database and to transfer all ownership rights and obligations to the LACFCD.

2.0 RESPONSIBILITIES OF LACFCD

- 2.1** The Database consists of all of the storm drain information that the District has collected and developed prior to the Effective Date. Upon transfer of the Database to LACFCD, LACFCD, as long as it owns the database (or until it transfers the ownership to another entity), subject to the availability of funding, will maintain and periodically update the Database, in such manner as the LACFCD in its sole discretion deems appropriate. LACFCD agrees to make the Database available to the District upon request by the District for as long as the LACFCD owns and maintains the Database.
- 2.2** Within three weeks of the Effective Date and upon Stakeholder agreement to any conditions of use as requested by LACFCD, LACFCD shall make an electronic copy of the Database available to Stakeholders, according to procedures established by LACFCD, in a format that users can readily integrate with ESRI ArcGIS software. Release of data by the LACFCD remains subject to the provisions of Government Code Section 6250, *et. seq.*
- 2.3** LACFCD agrees not to solicit for sale, sell, or resell, loan, rent, or lease the Database.

RESPONSIBILITIES OF THE DISTRICT

3.0 TRANSFER OF OWNERSHIP

3.1 District agrees to assign and transfer to LACFCD, all of the District's rights, title and interest in and to the Database. Upon the Effective Date, LACFCD alone shall own all rights in the Database and any and all intellectual property rights, if any, including all copyrights, trademarks, service marks, trade names, unpatented inventions, patent applications, patents, design rights, and any other proprietary rights and derivatives thereof.

3.2 The District agrees that following the transfer of the Database to LACFCD, the District will direct all requests to access the LACFCD's Database to LACFCD. If a Stakeholder subsequently advises the District that it has had difficulties in receiving access to the Database from the LACFCD in a timely manner, after attempting to comply with the process established by LACFCD, the District agrees to notify the LACFCD in writing of the nature of any difficulties. Representatives of the District and LACFCD shall confer and attempt in good faith to remedy any such difficulties. If the difficulties cannot be remedied to the LACFCD and the District's satisfaction, the District shall have the right, upon giving reasonable written notice to LACFCD, to request from LACFCD a revocable license to receive a copy of the Database for the purpose of providing the Stakeholder access to the Database. The Parties agree that any such grant of a license to the District by LACFCD with respect to use of the Database by a third party would be at the sole discretion of LACFCD and subject to conditions acceptable to the LACFCD.

3.3 The District acknowledges that it is and will remain solely responsible for compliance with any and all requirements imposed on the District arising from or related to Consent Decree No. 92 0061 RG (JRx) ("Consent Decree") in the matter of *United States of America and State of California, Resources Defense Council, Inc. and Heal the Bay v. County Sanitation Districts of Los Angeles County*, including, but not limited to any and all obligations of the District to fund an environmentally beneficial project thereunder. The District further agrees to indemnify and hold harmless LACFCD, including its special districts, agents and officer and employees, from and against any and all liability and expense arising from any claim or suit relating to the District's obligations under the CD or any other related matter and /or litigation, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever. By entering into this Agreement, the Parties agree that LACFCD makes no determination regarding the adequacy of the District's performance under the Consent Decree or any other related matter.

4.0 FURTHER AGREEMENT OF PARTIES

4.1 The Parties agree:

A. This Agreement shall be binding upon and shall inure to the benefit of the respective successors, heirs and assigns of each Party.

B. Any notices, bills, invoices, or reports relating to this Agreement, and any request, demand, statement or other communication required or permitted hereunder shall be in writing and shall be delivered to the Representatives of the Parties as set forth below, except that any Party may change name or address by giving the other Party ten (10) days written notice of the new name or address.

C. Representatives

1. The Los Angeles County Flood Control District
2. Stephen R. Maguin
Chief Engineer and General Manager
County Sanitation District No. 2 of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90601
(562) 699-7411
Attention: Thomas J. LeBrun

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

E. 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.

F. This Agreement may be enforced simultaneously in counterpart, each of which shall be deemed an original, but together shall constitute but one and the same instrument.

G. Each of the persons signing below on behalf of a Party represents and warrants that he or she is authorized to sign this Agreement on behalf of such Party.

H. In the event that LACFCD determines, in its sole discretion, to transfer the ownership of the database for any reason to another entity, LACFCD will consult with and use good faith efforts to reach a consensus with the District prior to the transfer of ownership and maintenance responsibilities for the database.

5.0 LIABILITY

5.1 Except as noted in Section 3.3 above, LACFCD and the District shall indemnify, defend, and hold harmless each other, their special districts, employees, officers, directors, attorneys, agents, representatives and assigns against any and all claims, actions, liabilities, losses and damages, including consequential or incidental damages, related to use of the Database as it relates to each Party's respective actions toward the creation and maintenance of the Database. Neither Party shall indemnify the other Party for that Party's own negligence.

5.2 The District shall not be liable for or have any obligation to LACFCD or to any third party in regard to any derivatives or other modifications of the Database made by LACFCD, its agents, representatives, employees or others.

5.3 The District makes no representations concerning the accuracy or completeness of the Data, other than as stated in the Recitals in regard to its collection. The District shall not be liable to LACFCD for any inaccuracies in the Database or the results of its use in connection with any specific project application. The District represents that not all storm drain owners contacted by the District furnished information, and that the Database consists of only that source information that was made available at the time of creation of the Database. Field verification was provided by only a limited number of sources. Furthermore, the District specifically advises LACFCD that the level of accuracy and correctness of the Data is not sufficient for use in connection with any specific project application without further verification. LACFCD shall assume full responsibility for verifying the accuracy and correctness of the Data before any reliance on the information by LACFCD. LACFCD agrees to specifically notify all Stakeholders or other users of the Database of the need to field verify the accuracy and correctness of the data prior to reliance on any information contained therein.

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the Parties have executed this Agreement on the date and year hereinabove written.

ATTEST:

**COUNTY SANITATION DISTRICT NO. 2
OF LOS ANGELES COUNTY**

By: _____ By: _____
Secretary Chairperson

APPROVED AS TO FORM

LEWIS, BRISBOIS, BISGAARD & SMITH, LLP

By: _____
District Counsel

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT

Dated _____ By _____
Chief Engineer

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
COUNTY COUNSEL

By _____
Deputy