

June 5, 2006

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
June 13, 2006

COUNTY STORM DRAIN MAINTENANCE AGREEMENT APPROVAL

Recommendation:

It is recommended that the City Council:

1. Approve the attached Storm Maintenance Cooperative Agreement with the County of Los Angeles for maintenance of the County-owned storm drain outlets;
2. Authorize the Mayor to execute and the City Clerk to attest the Contracts subject to approval of the City Attorney.

Summary:

The City has eleven storm drain outlets on the beach, five of which are owned by Los Angeles County. The County drainage outlets are located at Herondo St., 6th Street, Pier Avenue, 16th Street and 26th Street. For proper drainage, all of these outlets require routine removal of the sand that plugs the drain. Often this requires emergency response after normal working hours depending upon storm warnings and the tide. Because the City maintains a track loader on the beach for this purpose, and is more able to respond on an emergency basis, the City has been maintaining the County's storm drain outlets in addition to our own since 1975. The most recent agreement was executed in 1986.

The 1986 agreement specified a maximum reimbursement amount of \$10,000 per year for labor and equipment charges for work on the County's drains. This amount adequately covered these costs and therefore hadn't been revisited until our track loader broke down last year. The City paid \$170,000 for a new John Deere tractor to replace our Caterpillar tractor. Staff believed that the County should be charged an annual replacement cost for this piece of equipment proportional to the number of county-owned drains, since this is the sole use of the tractor.

Estimating a 10-year lifespan for the tractor, an annual replacement accrual amount would be \$17,500, of which the County's share would be 5/11ths or \$7,955 per year. We have been negotiating with the County since then and the new agreement now allows for an annual billing amount of up to \$25,000 for labor and equipment costs. The annual replacement cost will be included in this amount. Staff believes that the new agreement amount is reasonable and recommends approval. The City Attorney has reviewed the agreement and found it to be acceptable.

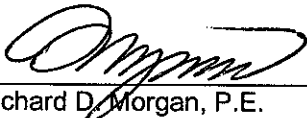
Fiscal Impact:

Under this new agreement the County will reimburse the City for all costs associated with maintaining their beach storm drain outlets.

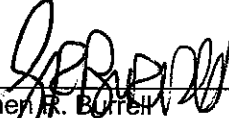
Attachment: County Storm Drain Maintenance Agreement

Respectfully submitted,

Concur:

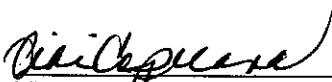


Richard D. Morgan, P.E.
Director of Public Works/City Engineer



Stephen R. Burrell
City Manager

Noted for fiscal impact:



Viki Copeland
Finance Director

AGREEMENT

THIS AGREEMENT, made and entered into by and between the COUNTY OF LOS ANGELES, a political subdivision of the State of California, (hereinafter referred to as COUNTY), and the CITY OF HERMOSA BEACH, a municipal corporation in the State of California (hereinafter referred to as CITY):

WITNESSETH

WHEREAS, COUNTY is administering all matters for the Los Angeles County Flood Control District, (hereinafter referred to as DISTRICT), pursuant to Section 56-3/4 of the COUNTY'S Charter and in accordance with an Agreement approved on December 26, 1984, between the COUNTY and DISTRICT; and

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 _____, 2006, and by the COUNTY OF LOS ANGELES on _____, 2006.

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

ATTEST:

SACHI HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

By _____
Mayor, Los Angeles County

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