

December 5, 2006

Honorable Mayor and Members of
the Hermosa Beach City Council

Regular Meeting of
December 12, 2006

INSTALLATION OF STORM DRAIN TRASH EXCLUDERS

Recommendation:

It is recommended that the City Council authorize the Mayor to execute the attached agreement with the County of Los Angeles to assume responsibility for maintenance of 34 Trash Excluders to be installed on catch basin openings along Hermosa Avenue.

Summary:

Los Angeles County Flood Control District has obtained a grant under Proposition 50 with the Santa Monica Bay Restoration Grant Program to provide Trash Excluder devices on catch basins to reduce the amount of trash entering storm drains. Staff has worked with the County in identifying 34 catch basins to be included in this program. The locations are situated at intersections along Hermosa Avenue and Pier Avenue.

The new Trash Excluder devices are a significant improvement over the trash screens the City currently has on all of the catch basins at the intersection of Pier Avenue and Hermosa Avenue. This old system has screens which have to be physically removed at the beginning of the rain season to prevent flooding when debris build-up occurs during a storm event. The new Trash Excluders have an automatic retractable screen which opens inward when water pressure is applied. This has the advantage of leaving them in place year-round resulting in much higher reduction of trash reaching the storm drain system.

The County will be installing all of these devices at their cost and the agreement is to commit the City to maintain these devices in good working order. It will require periodic inspection and making repairs when necessary. Staff strongly recommends support for this project as it enhances our NPDES program for reducing pollutants from contaminating our beaches and ocean.

Fiscal Impact:

Costs for maintenance are considered negligible.


Attachment: 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 CITY OF HERMOSA BEACH, a municipal corporation in the County of Los Angeles, (hereinafter referred to as CITY), and the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic, (hereinafter referred to as DISTRICT):

WITNESSETH

WHEREAS, DISTRICT is a political entity separate and distinct from the County of Los Angeles, (hereinafter referred to as COUNTY) and is governed by the COUNTY Board of Supervisors, pursuant to Section 3 of the Los Angeles County Flood Control Act; and

WHEREAS, pursuant to Section 56-3/4 of the COUNTY Charter, the DISTRICT'S functions are performed by COUNTY'S Department of Public Works; and

WHEREAS, it is understood that the rights and obligations of DISTRICT herein apply solely to DISTRICT and not to COUNTY, and that it is intended that any provision herein for the protection of DISTRICT shall also apply to COUNTY, its Director, officers, employees, and agents performing functions on behalf of DISTRICT; and

WHEREAS, CITY desires to reduce the amount of trash entering storm drains within CITY by having DISTRICT install 34 TRASH EXCLUDERS, which partially block the openings of catch basins within CITY streets, in approximately 34 DISTRICT-owned catch basins, to keep trash from entering the catch basins; and

WHEREAS, DISTRICT will administer the procurement and installation of TRASH EXCLUDERS in the CITY, (hereinafter referred to as PROJECT); and

WHEREAS, DISTRICT has obtained grant funding on a reimbursement basis, under the Proposition-50, Santa Monica Bay Restoration Grant Program from the State Water Resources Control Board, (hereinafter referred to as SWRCB), for PROJECT; and

WHEREAS, DISTRICT is willing to finance CONSTRUCTION CONTRACT COST at no cost to CITY, currently estimated to be \$95,000, to be reimbursed by SWRCB; and

WHEREAS, DISTRICT is willing to finance CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION COSTS, currently estimated to be \$30,000.

WHEREAS, CITY is willing to accept TRASH EXCLUDERS and be responsible for the operation (which includes patrolling TRASH EXCLUDERS, especially during storms, to make sure that they are functioning properly and to relieve plugging when necessary), maintenance, repair, and future replacement of TRASH EXCLUDERS in perpetuity upon completion of PROJECT; and

WHEREAS, PROJECT is entirely within the jurisdictional limits of CITY.

NOW, THEREFORE, the parties mutually agree as follows:

(1) DEFINITIONS:

- a. CONTRACT DOCUMENT PREPARATION, as referred to in this AGREEMENT, shall consist of environmental documentation; preparation of location map showing locations of TRASH EXCLUDERS, specifications, and cost estimates, based on records and measurements provided by CITY; and advertisement of PROJECT for construction bids.
- b. CONSTRUCTION CONTRACT COST, as referred to in this AGREEMENT, shall consist of all payments to the contractor for construction of PROJECT currently estimated to be \$95,000.
- c. CONSTRUCTION ADMINISTRATION, as referred to in this AGREEMENT, shall consist of construction contract administration, construction inspection, materials testing, construction survey, changes and modification of location map and specifications for PROJECT, necessitated by unforeseen or unforeseeable field conditions encountered during construction of PROJECT, and all other necessary work after advertising of PROJECT for construction bids to cause PROJECT to be constructed in accordance with the location map and specifications approved by CITY.
- d. RIGHT-OF-WAY ACQUISITION, as referred to in this AGREEMENT, shall consist of investigation and preparation of search maps for right-of-way identification; property appraisals; title reports; preparation of legal descriptions; acquisition of any parcel of land and easements including negotiations, condemnation activities, and escrow costs; clearing any improvements within right of way; obtaining permits to enter other property; incidental and litigation expense; and all other work necessary to acquire right of way for construction of PROJECT.
- e. TRASH EXCLUDERS, as referred to in this AGREEMENT, shall consist of any device placed at the opening of a catch basin along the curb, which partially blocks the opening to prevent most trash from entering the storm drain system.

(2) CITY AGREES:

- a. To review various types of TRASH EXCLUDERS suggested by DISTRICT, perform appropriate analysis, and then select the most appropriate type for the 34 DISTRICT-owned catch basins, at no cost to the DISTRICT. CITY shall inform DISTRICT of its selection within 15 calendar days of receiving the specifications for TRASH EXCLUDERS from DISTRICT.

- b. To review location map and specifications for PROJECT and provide comments to DISTRICT within fifteen (15) calendar days at no cost to DISTRICT.
- c. To perform and finance RIGHT-OF-WAY ACQUISITION necessary to complete PROJECT.
- d. To seek community support.
- e. To grant to DISTRICT any temporary or permanent CITY right of way and easements that are necessary for the construction of PROJECT at no cost to DISTRICT.
- f. To issue all necessary permits for PROJECT on a no-fee basis.
- g. Upon field acceptance of PROJECT by DISTRICT and at no cost to DISTRICT, to accept ownership of TRASH EXCLUDERS and to operate and maintain TRASH EXCLUDERS, including all associated costs and liabilities, in perpetuity. CITY'S operation and maintenance shall include, without limitation, the following:
 - i. Routinely inspect and repair TRASH EXCLUDERS to ensure that they are functioning properly.
 - ii. Replace any damaged or misplaced parts of TRASH EXCLUDERS with parts equivalent to those specified in the design specifications.
 - iii. Patrol and relieve plugging, especially during storms.
- h. To authorize and direct the City Engineer and/or Director of Public Works to sign the attached acceptance form, Exhibit A.
- i. To be solely liable for any damages resulting from CITY'S actions or inactions with regards to the operation and maintenance of TRASH EXCLUDERS.
- j. To indemnify, defend, and hold harmless COUNTY and DISTRICT, their agents, officers, and employees, from and against any and all liability and expense arising from any act or omission of CITY, its officers, employees, agents, or contractors of any tier, in conjunction with PROJECT or TRASH EXCLUDERS, and its ownership, maintenance, and inspection thereof including, but not limited to, defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever including, but not limited to, bodily injury, death, personal injury, or property damage.

(3) DISTRICT AGREES:

- a. To finance and perform CONTRACT DOCUMENT PREPARATION and CONSTRUCTION ADMINISTRATION for PROJECT at no cost to CITY.
- b. To finance the CONSTRUCTION CONTRACT COST of PROJECT, currently estimated to be \$95,000, to be reimbursed by SWRCB.
- c. To provide CITY a list of suggested TRASH EXCLUDERS for CITY to select.
- d. To submit location map and specifications for CITY'S review.
- e. To submit final location map and specifications for CITY'S approval.
- f. To be and remain responsible for operation and maintenance of DISTRICT catch basin before, during, and after construction of PROJECT.

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

- a. PROJECT consists of the work shown on DISTRICT'S location map and specifications, which will be located in the map vault at the County of Los Angeles Department of Public Works, Alhambra Headquarters.
- b. DISTRICT shall have the right to reject all bids after notifying CITY and may readvertise PROJECT if DISTRICT deems such action is to be in the best interests of the DISTRICT.
- c. DISTRICT may unilaterally terminate this AGREEMENT without cause, in DISTRICT'S sole discretion at any time by giving thirty (30) calendar days prior written notice to CITY.
- d. Each party shall have no financial obligation to the other party under this AGREEMENT, except as herein expressly provided.
- e. This AGREEMENT may be modified only by the mutual written consent of both parties.
- f. During construction of PROJECT, DISTRICT shall furnish an inspector or other representative to ensure that PROJECT is completed according to approved location map and specifications. CITY may also furnish at no cost to DISTRICT, an inspector or other representative. Said inspectors shall cooperate and consult with each other. CITY'S inspector shall not issue any directive(s) to DISTRICT'S contractor for PROJECT, but shall work through DISTRICT'S inspector. The orders of DISTRICT'S inspector to the contractor or any other person in charge of construction shall prevail and be final.

- g. It is understood and agreed that the provisions of the Assumption of Liability Agreement No. 34342 between CITY and COUNTY, adopted by the County of Los Angeles Board of Supervisors with an effective date of March 12, 1979, and currently in effect, are inapplicable to this AGREEMENT.
- h. This AGREEMENT contains the complete and final understanding of the parties in connection with the subject matter herein and shall supersede any and all previous contemporaneous oral or written agreements between the parties regarding said subject matter.
- i. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- j. Any correspondence, communication, or contact concerning this AGREEMENT shall be directed to the following:

CITY:

Mr. Richard Morgan
Director of Public Works
City of Hermosa Beach
1315 Valley Drive
Hermosa Beach, CA 90254-3884

DISTRICT:

Mr. Donald L. Wolfe
Chief Engineer of the
Los Angeles County Flood Control District
County of Los Angeles
Department of Public Works
P.O. Box 1460
Alhambra, CA 91802-1460

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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 LOS ANGELES COUNTY FLOOD CONTROL DISTRICT on _____, 2006.

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

By _____
Chairman, Board of Supervisors

ATTEST:

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

By _____
Deputy

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Deputy

CITY OF HERMOSA BEACH

By _____
Mayor

ATTEST:

By: _____
City Clerk

By _____
City Attorney