

**AGREEMENT
(Option 2)**

This AGREEMENT, is entered into on _____, 2012, by and between the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic (hereinafter referred to as the LACFCD), and the <<CITY OF2>> a municipal corporation (hereinafter referred to as CITY).

RECITALS

WHEREAS, California Regional Water Quality Control Board, Los Angeles Region, has promulgated water-quality regulations, including a Total Maximum Daily Load for Trash (Trash TMDL) for the Los Angeles River, applicable to cities located in the Los Angeles River Watershed; and

WHEREAS, CITY desires to achieve compliance with the Trash TMDL by installing TRASH EXCLUDERS (as hereafter defined) within catch basins owned by the LACFCD, located within CITY streets; and

WHEREAS, CITY will administer the procurement and installation of said TRASH EXCLUDERS;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the LACFCD and CITY hereto mutually agree as follows:

(1) DEFINITION:

- a. TRASH EXCLUDER, as referred to in this AGREEMENT, shall mean any device, which partially blocks the opening or outlet of a catch basin to prevent trash from entering the storm drain system, including Automatic Retractable Screen devices (ARS) and Connector Pipe Screen devices, installed by CITY at the opening of or inside any catch basin owned by the LACFCD. Exhibit A identifies the locations of TRASH EXCLUDERS within CITY.
- b. STORM SEASON, as referred to in this AGREEMENT, shall mean the period beginning October 1 and ending April 30 of each year.
- c. MAJOR STORM EVENT, as referred to in this AGREEMENT, shall mean a storm with an intensity of 1 inch or more of rainfall per 12 hours, occurring within CITY. Countywide, an average storm season produces 4 major storm events.
- d. DRY SEASON, as referred to in this AGREEMENT, shall mean the period beginning May 1 and ending September 30 of each year.

(2) CITY AGREES AS FOLLOWS:

- a. CITY shall provide Exhibit A identifying the locations of TRASH EXCLUDERS.
- b. CITY shall inspect all catch basins fitted with TRASH EXCLUDERS. If, during an inspection, CITY discovers damage to any catch basin other than damage to the TRASH EXCLUDER, CITY shall report said damage to the LACFCD within 14 calendar days from the date of the inspection.
- c. CITY shall maintain all TRASH EXCLUDERS so as to function properly during storm events and so as not to prevent storm flows from entering the catch basin. CITY shall promptly repair or replace damaged TRASH EXCLUDERS.
- d. CITY shall remove all trash and debris from each catch basin fitted with a TRASH EXCLUDER at least once each year. CITY shall stencil the appropriate month and year of cleanout on each catch basin.
- e. CITY shall be authorized to remove the existing manhole covers as required to access the inside of the catch basins fitted with TRASH EXCLUDERS and shall reinstall the manhole covers wherever the catch basins are left unattended. Damaged screws and bolts shall be replaced. CITY shall thoroughly clean all debris from the manhole frame and cover.
- f. CITY shall patrol areas in which any TRASH EXCLUDERS have been installed, during storm events, to verify that all TRASH EXCLUDERS are functioning properly, and shall relieve any instances of plugging of any catch basin fitted with a TRASH EXCLUDER.
- g. CITY shall indemnify, defend, and hold the LACFCD and the County of Los Angeles, and their agents, officers, and employees, harmless from and against any and all claims, demands, liability, damages or costs arising from the breach by CITY of any obligation under this Agreement, or from the installation, operation or maintenance of any TRASH EXCLUDER.
- h. CITY shall include the LACFCD within the protection of any indemnification clause contained in any ancillary contract relating to the TRASH EXCLUDERS.

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(3) LACFCD AGREES AS FOLLOWS:

- a. To permit CITY to utilize catch basins owned by the LACFCD and located within CITY, as identified in Exhibit A, for the purpose of installing, operating, and maintaining TRASH EXCLUDERS.
- b. To pay CITY the amount of \$15.25 in 2012 dollars, adjusted annually according to the Consumer Price Index for all urban consumers in the Anaheim, Los Angeles, and Riverside areas, as published by the U.S. Government Bureau of Labor Statistics, per year, for each catch basin identified in Exhibit A. This amount represents the annual amount the LACFCD would otherwise have had to incur for removing trash and debris from the catch basins identified in Exhibit A, had CITY not installed TRASH EXCLUDERS in those catch basins.

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

- a. The TRASH EXCLUDERS are the property of CITY. The LACFCD shall retain ownership of the catch basins, exclusive of the TRASH EXCLUDERS.
- b. Termination
 - (i) CITY may request the LACFCD to perform the inspection and maintenance of the TRASH EXCLUDERS, or any of them, on CITY's behalf. If the LACFCD, in its sole discretion, determines to do so, the parties shall enter into a new agreement providing for said inspection and maintenance by the LACFCD, on CITY's behalf. Upon the execution of the new agreement by both CITY and the LACFCD, this AGREEMENT shall be deemed terminated.
 - (ii) CITY may unilaterally terminate this AGREEMENT without cause, in CITY'S sole discretion, at any time, by giving a thirty (30)-day prior written notice to the LACFCD. In the event this AGREEMENT is terminated, pursuant to this Section (4)b.(ii), the LACFCD may, in its sole discretion, provide CITY with a written notice to remove the TRASH EXCLUDERS or any of them, and restore the affected catch basin(s) to a condition similar to or better than that which existed prior to installation of the TRASH EXCLUDERS. If the LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, the LACFCD may, in its sole discretion, complete said work at CITY'S expense.

- (iii) If CITY fails to comply with any of the terms or conditions of this AGREEMENT, the LACFCD may, in its sole discretion, terminate this AGREEMENT and provide CITY with a written notice to remove the TRASH EXCLUDERS, or any of them, and restore the catch basin(s) to a condition similar to or better than that which existed prior to installation of the TRASH EXCLUDERS. If the LACFCD provides CITY with such a notice, CITY shall complete all work required to comply with the notice within ninety (90) days. If CITY fails to do so, the LACFCD may, in its sole discretion, complete said work at CITY'S expense.
 - (iv) If the LACFCD removes any TRASH EXCLUDER pursuant to Sections (4)b.(ii) or (4)b.(iii), the LACFCD shall submit a billing invoice to CITY indicating the costs and expenses incurred by the LACFCD in connection with the removal of the TRASH EXCLUDER, specifically including any work required to restore the affected catch basin to a condition similar or better than that which existed prior to installation of the TRASH EXCLUDER, and CITY shall reimburse the LACFCD all such costs and expenses within thirty (30) days of the billing invoice.
- c. The LACFCD is not responsible for assisting CITY with any regulatory compliance activities related to the operation or maintenance of the TRASH EXCLUDERS including, for example, conducting monitoring, weighing of trash, and reporting amounts of trash collected from inside catch basins where TRASH EXCLUDERS have been installed.
- d. Requests for Service coming to the LACFCD to clean any catch basin identified in Exhibit A will be forwarded to CITY for their prompt handling, action, and closure.
- e. The LACFCD may remove any TRASH EXCLUDER, if the LACFCD determines, in its reasonable discretion, that removal of the TRASH EXCLUDER is necessary to prevent or mitigate flooding of any public or private property. CITY expressly releases the LACFCD from, and waives, all claims for any damages, loss, costs, or expenses resulting from the LACFCD'S removal of any TRASH EXCLUDER pursuant to this section. In such case, CITY may thereafter reinstall the TRASH EXCLUDER only after first consulting with the LACFCD with regards to the reasons for the removal. If CITY thereafter chooses to reinstall the TRASH EXCLUDER, it must do so at its sole expense.
- f. This AGREEMENT may be modified only by the mutual written consent of both parties.

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- g. 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.
- h. The provisions of this AGREEMENT shall be interpreted and enforced pursuant to the laws of the State of California.
- i. Any correspondence, communication, or contact concerning this AGREEMENT, shall be directed to the following:

CITY:

Mr. Arturo Cervantes, P.E.
Director of Public Works/City Engineer
City of Pico Rivera
6615 Passons Boulevard
Pico Rivera, CA 90660-1016

LACFCD:

Mr. Gary Hildebrand
County of Los Angeles
Department of Public Works
Watershed Management Division, 11th Floor
P.O. Box 1460
Alhambra, CA 91802-1460
Telephone: (626) 458-4300
Fax: (626) 457-1526
For emergencies, contact 626-458-HELP (4337)

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The parties hereto have caused this AGREEMENT to be duly executed by their respective duly authorized officers, by the CITY OF _____ on _____, 2013, and by the LOS ANGELES COUNTY FLOOD CONTROL DISTRICT, on _____, 2013.

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

By _____
Chief Engineer

APPROVED AS TO FORM:

JOHN F. KRATTLI
County Counsel

By _____
Deputy

City of Pico Rivera

By _____
Mayor

APPROVED AS TO FORM:

By _____
City Attorney

RJG:sw

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