

**AGREEMENT
BETWEEN LONG BEACH WATER DEPARTMENT
AND
ORANGE COUNTY SANITATION DISTRICT
TO PROVIDE SEWERAGE SERVICES BY ORANGE COUNTY SANITATION
DISTRICT
TO A PORTION OF THE CITY OF LONG BEACH, CALIFORNIA**

This agreement (“Agreement”) is made and entered into by and between the Board of Water Commissioners of the City of Long Beach, acting through the Long Beach Water Department (“LBWD”) and the Orange County Sanitation District, a duly organized County Sanitation District organized under the provisions of the Health and Safety Code of the State of California, Section 4700 et seq., (“OC San”). The LBWD and OC San are sometimes referred to jointly herein as “the parties.”

RECITALS

- A.** Whereas, a certain territory lying easterly of the San Gabriel River referred to as Island Village, annexed to the City of Long Beach within tentative Tract No. 29312 (see Exhibit A), is physically isolated from the rest of LBWD’s sewer system and the Los Angeles County Sanitation District’s sewerage facilities; and
- B.** Whereas, OC San is tributary to the Island Village and has been accepting sewer flows via an Out of Area Sewer Service Agreement since 1973; and
- C.** Whereas, that Out of Area Sewer Service Agreement is set to expire at the end of the 2021 calendar year; and
- D.** Whereas, it is feasible to continue providing sewerage services for said territory through the sewerage system of OC San located in the City of Seal Beach, California; and
- E.** Whereas, it appears in the public interest to continue providing for such services by an agreement between the parties hereto.

AGREEMENT

NOW, THEREFORE, the parties understand and agree as follows:

- 1. Purpose:** OC San will continue to receive, transport, treat and dispose of the sewage arising from the territory included within Tract No. 29312, providing that said tract continues to be used for residential purposes only and that said sewage so discharged complies with the quality criteria established for sewage being discharged to the OC

San as said sewage criteria are presently established and may from time to time hereafter be established by the OC San. The sewerage facility for said territory is connected to OC San's sewerage facilities at/or near the Seal Beach Boulevard pumping station.

2. Responsibilities of the Parties: Parties hereby agree to perform the following tasks.

2.1 OC San shall not be liable for the maintenance of any sewerage facility constructed to serve the territory in Tract No. 29312 up to the point of connection with OC San's sewerage facilities at/or near the Seal Beach Boulevard pumping station.

2.2 Annually, throughout the term of this Agreement commencing with the first day of January 2022, LBWD will continue to pay to OC San a sum equal to that amount of money which would have been received from all of the properties within Tract No. 29312 had said tract been annexed to OC San and subject to all ad valorem taxes levied by OC San other than taxes for special zones or purposes not related to providing of sewage service to said tract, plus a sum equal to 10% of said amount. For the purpose of determining this amount, as previously done, the assessed values of all properties within said Tract No. 29312 as made by the Tax Assessor of the Los Angeles County shall be used as the values of said tract, providing that said assessment is in the reasonable opinion of said Tax Assessor, not less than 25% of the market value of said property. In the event, during the term of this Agreement, OC San adopts a revenue ordinance establishing charges for the use of facilities within the OC San, in lieu of any or all aforementioned ad valorem taxes, LBWD will pay to OC San annually as provided above a sum equal to that amount of money which would have been received from all of the property within Tract No. 29312 had said tract been annexed to OC San, plus a sum equal to 10% of said amount.

2.3 OC San will continue to issue a letter to LBWD annually when the assessed value for the properties are nearing the due date for timely gathering of property assessed values by LBWD and for sewer charge assessment by OC San.

2.4 LBWD will confirm assessed value information from the Los Angeles County Tax Assessor's Office's website is updated for the current year, and if so, gather the required data, and provide the requested information to OC San for processing.

3. Payment: OC San shall provide an invoice annually for sewer capacity charge based on the provided property assessed values. The payment request under this Agreement shall reference Agreement WD between LBWD and OC San and be sent to:

Long Beach Water Department
1800 E. Wardlow Road
Long Beach, CA 90807
ATTN: Accounts Payable

4. Notices: Any notice to be given hereunder by either party to the other shall be in writing, and either served personally or sent by prepaid first-class mail. Any such notice shall be addressed as follows:

To OC San:
Orange County Sanitation District
10844 Ellis Avenue
Fountain Valley, CA 92708
ATTN: Clerk of the Board

To LBWD:
Long Beach Water Department
1800 E. Wardlow Road
Long Beach, CA 90807
ATTN: General Manager

Or to such other address as OC San and LBWD may hereafter designate by written notice. Notice shall be deemed communicated within seventy-two (72) hours from the time of mailing if mailed as provided in this paragraph.

5. Term: This Agreement shall take effect upon the signature of officials both parties authorized to enter into such agreements and shall remain in effect until December 31, 2071, provided, however, that LBWD may terminate this Agreement upon giving OC San at least one (1) year's notice and further provided that OC San will consider a renegotiation of this Agreement if no other means of providing sewerage facilities are deemed feasible one (1) year prior to the termination of this Agreement, and further provided that all terms and conditions of any such new agreement shall be subject to renegotiation.
6. Execution: The person executing this Agreement hereby represents and warrants that they are duly authorized by the party or entity they represent to execute this Agreement on behalf of the party or entity.

By execution of this Agreement, each party hereby acknowledges the receipt and acceptance of the terms and conditions of this Agreement.

Board of Water Commissioners of
City of Long Beach

By:

Christopher J. Garner
General Manger

Date:

APPROVED AS TO FORM:

Deputy City Attorney

Orange County Sanitation District

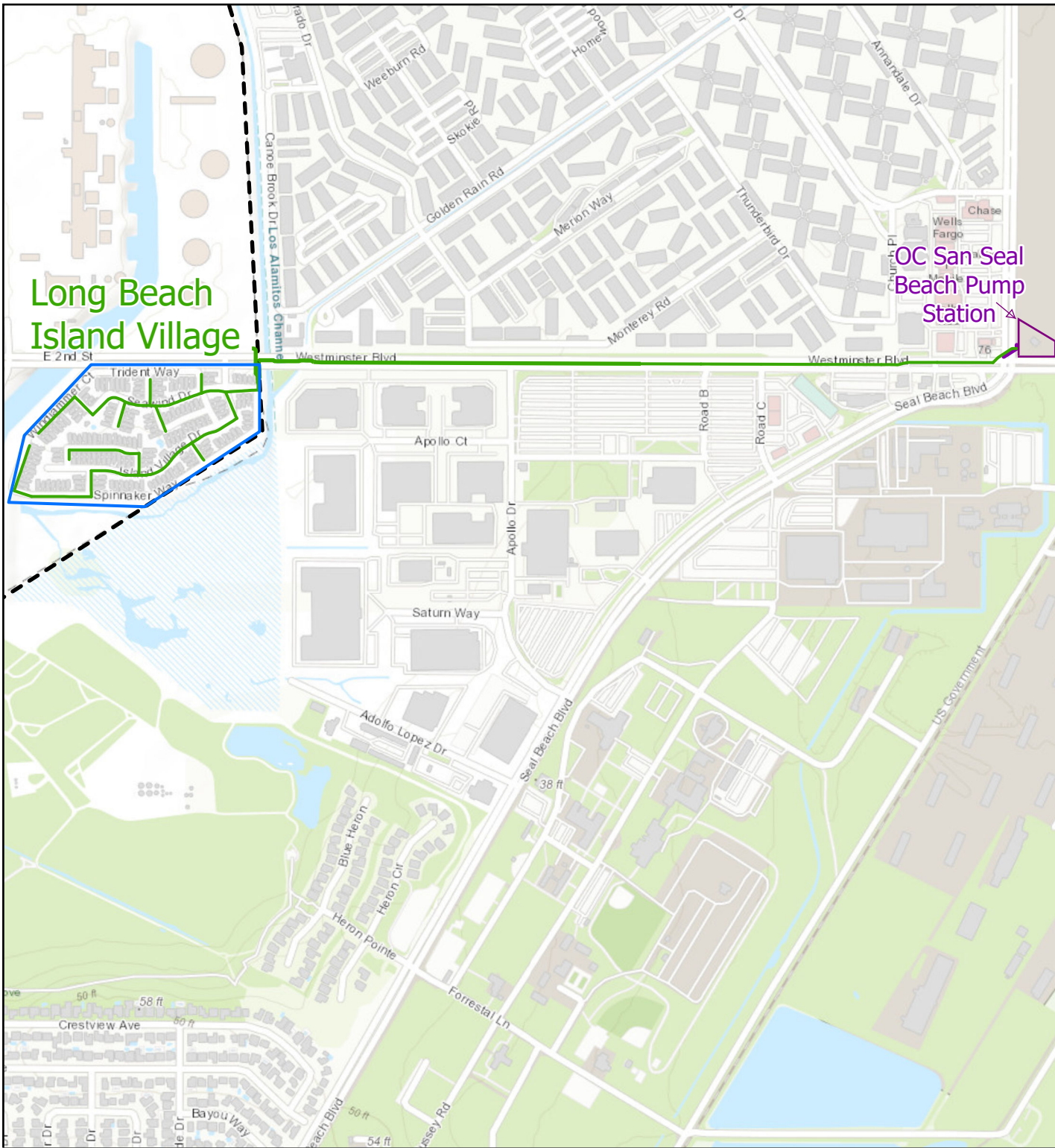
By:

John Withers
Board of Directors Chair

Date:

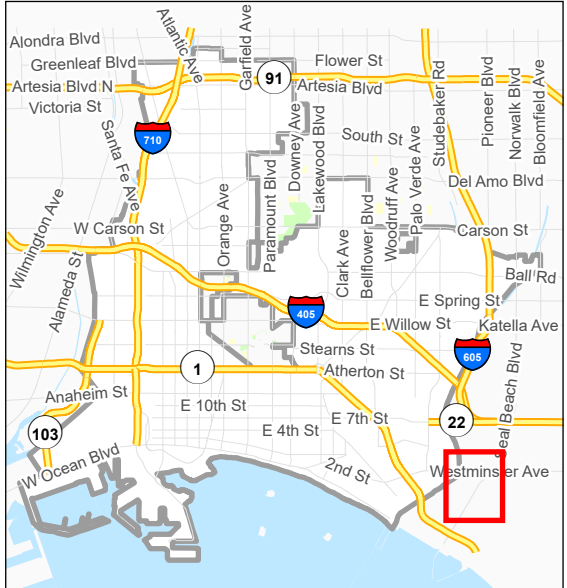
APPROVED AS TO FORM:

Bradley R. Hogin
General Counsel

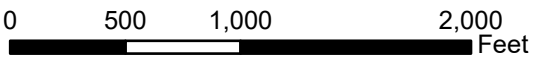
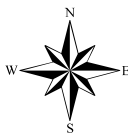


Long Beach Water

Exhibit A Displaying Long Beach Island Village Connection to OC San Seal Beach Pump Station



- Orange County Sanitation District
- Long Beach Water Department (LBWD)
- Island Village Boundary
- Long Beach City Boundary



Date: 10/18/2021
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