

FACILITY MODIFICATION AGREEMENT NO.
MA 201102618
LOS ANGELES RIVER
FLOOD PERMIT NO. PCFL 201102618
PARCEL NOS. 6, 8, 9, AND 97
408 PERMIT NO. EE2011-72

33758

AGREEMENT RE MODIFICATION OF FLOOD CONTROL FACILITY

This Agreement is entered into by and between the

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

herein referred to as "DISTRICT"

and

CITY OF LONG BEACH,

herein referred to as "PERMITTEE"

RECITALS

DISTRICT operates a flood control facility, known as Los Angeles River, ("FACILITY"), generally located in the City of Long Beach, State of California; and

The FACILITY was constructed by the Federal Government and is subject to the provisions of 33 U.S.C. Section 408; and

PERMITTEE proposes to make certain modifications to the FACILITY that require prior approval from the Federal Government, pursuant to 33 U.S.C. Section 408; and

DISTRICT, as the non-Federal sponsor of the FACILITY, has obtained, on behalf of PERMITTEE, a permit under 33 U.S.C. Section 408 ("408 PERMIT") from the U.S. Army Corps of Engineers ("CORPS"), to implement PERMITTEE's proposed modifications to the FACILITY; and

The 408 PERMIT is attached hereto as Exhibit 1; and

The 408 PERMIT contains a condition under which the DISTRICT must enter into an agreement with the PERMITTEE that imposes certain requirements on the PERMITTEE, and this Agreement is intended to satisfy that 408 PERMIT condition; and

PERMITTEE has also applied for a permit from DISTRICT ("FLOOD PERMIT") to implement the PERMITTED ACTIVITY, and PERMITTEE and DISTRICT intend that the FLOOD PERMIT become operative concurrently with this Agreement; and

The FLOOD PERMIT is attached hereto as Exhibit 2;

NOW, THEREFORE, in consideration of these recitals, the DISTRICT and PERMITTEE mutually agree as follows:

SECTION 1. Permitted Activity

- 1.1. PERMITTEE's modifications to the FACILITY, as described in and authorized by the 408 PERMIT, shall hereinafter be referred to as the "PERMITTED ACTIVITY".
- 1.2. PERMITTEE shall operate and maintain the PERMITTED ACTIVITY in a safe, clean, and orderly condition at all times, and in a manner that will not interfere with the operation or maintenance of the FACILITY by DISTRICT. PERMITTEE shall obtain a separate permit from DISTRICT prior to performing any maintenance work (including, without limitation, any repair, replacement or reconstruction) that involves entering upon or taking access to the FACILITY.
- 1.3. In the event PERMITTEE breaches PERMITTEE's obligations described in Section 1.2, or any of them, the following shall apply:
 - 1.3.1. In the event PERMITTEE fails to cure such breach within the time specified by DISTRICT in a written notice to PERMITTEE describing said breach, or within such other time period as may be agreed to by DISTRICT, DISTRICT may, in its sole discretion, take any and all actions reasonably necessary to prevent or mitigate any interference with DISTRICT's operation or maintenance of the FACILITY that may result from PERMITTEE's breach.
 - 1.3.2. Notwithstanding subsection 1.3.1, above, when immediate action is necessary to prevent injury to persons or damage to property or the environment caused by PERMITTEE's breach, DISTRICT may, in its sole discretion, take such immediate action without prior notice to PERMITTEE; provided, however, that DISTRICT shall provide notice to PERMITTEE as soon thereafter as is reasonably practical.
 - 1.3.3. If DISTRICT takes action(s) under subsections 1.3.1 or 1.3.2, above, DISTRICT shall submit a billing invoice to PERMITTEE indicating the costs and expenses reasonably incurred by DISTRICT in connection with said action(s) and PERMITTEE shall

reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

- 1.4. PERMITTEE acknowledges that the acquisition of any permits or other approvals for the operation and maintenance of the PERMITTED ACTIVITY required by other affected public agencies, and the consent of any affected owners or easement holder(s) other than the DISTRICT, are the responsibility of the PERMITTEE.
- 1.5. If PERMITTEE proposes to change the scope of the PERMITTED ACTIVITY from the approved plans and specifications upon which the 408 PERMIT and the FLOOD PERMIT were issued, PERMITTEE shall submit revised plans and specifications with the respective permit numbers and proposed revisions clearly identified, to DISTRICT. DISTRICT shall review the proposed revisions for conformance with DISTRICT's criteria and shall also request approval of the proposed revisions from the CORPS. If the proposed revisions are approved by both DISTRICT and the CORPS, DISTRICT shall provide written notice of the approval to PERMITTEE. PERMITTEE shall not implement any of the proposed revisions until it has received written approval from DISTRICT; however, any work or activity associated with the PERMITTED ACTIVITY that does not pertain to the proposed revisions may continue while the proposed revisions are being reviewed by DISTRICT and the CORPS, unless otherwise directed by either DISTRICT or the CORPS.
- 1.6. PERMITTEE shall allow DISTRICT and the CORPS to inspect the PERMITTED ACTIVITY at any reasonable time.
- 1.7. In the event that any property of DISTRICT becomes damaged as a result of the operation or maintenance of the PERMITTED ACTIVITY, PERMITTEE shall promptly obtain a separate permit from DISTRICT to repair or replace the damaged property, and, at PERMITTEE's sole expense, repair and/or replace the damaged property to the reasonable satisfaction of DISTRICT. Should PERMITTEE fail to do so, DISTRICT may perform such work and submit a billing invoice to PERMITTEE indicating the costs and expenses reasonably incurred by DISTRICT in connection with said work. PERMITTEE shall pay all such costs and expenses within thirty (30) days of the date of the invoice.
- 1.8. Should PERMITTEE wish to cease its operation and maintenance of the PERMITTED ACTIVITY, it shall be permitted to do so only in accordance with the provisions described in Section 2, below.
- 1.9. The provisions of this Agreement are intended to be supplemental to the FLOOD PERMIT. The provisions of the FLOOD PERMIT shall be deemed to be incorporated into this Agreement, by reference, and

PERMITTEE shall comply with all the provisions of both this Agreement and the provisions contained in the FLOOD PERMIT.

SECTION 2. Termination of Permitted Activity

- 2.1. DISTRICT shall have the right to terminate the PERMITTED ACTIVITY in the event PERMITTEE breaches any term or condition of this Agreement and fails to cure such breach within the time specified by DISTRICT in a written notice to PERMITTEE describing said breach, or within such other time period as may be agreed to by DISTRICT.
- 2.2. PERMITTEE may terminate the PERMITTED ACTIVITY, for any reason, by giving DISTRICT at least thirty (30) days advance, written notice thereof.
- 2.3. If the PERMITTED ACTIVITY is terminated, DISTRICT may, in its sole discretion, provide to PERMITTEE a written notice to remove the PERMITTED ACTIVITY, and PERMITTEE shall remove the PERMITTED ACTIVITY and restore the FACILITY to the reasonable satisfaction of the DISTRICT, at no cost to DISTRICT, in accordance with the following:
 - 2.3.1. Prior to commencing the removal of the PERMITTED ACTIVITY, PERMITTEE shall apply for a separate permit therefor from DISTRICT. As part of DISTRICT's review of the permit application, DISTRICT shall request the CORPS to modify the 408 PERMIT to authorize the removal of the PERMITTED ACTIVITY.
 - 2.3.2. If the CORPS modifies the 408 PERMIT to authorize the removal of the PERMITTED ACTIVITY, and PERMITTEE's application is otherwise acceptable to DISTRICT, DISTRICT shall issue to PERMITTEE a permit to remove the PERMITTED ACTIVITY and restore the FACILITY. The removal/restoration permit shall include any conditions imposed by the CORPS as well as those conditions imposed by DISTRICT.
 - 2.3.3. PERMITTEE shall complete the removal of the PERMITTED ACTIVITY and all restoration of the FACILITY within the time specified in the removal/restoration permit issued by DISTRICT, or within such other time period as may be agreed to by DISTRICT.
- 2.4. If PERMITTEE fails to remove the PERMITTED ACTIVITY and restore the FACILITY in accordance with subsection 2.3, DISTRICT may, in its sole discretion, remove the PERMITTED ACTIVITY and restore the FACILITY.
- 2.5. If DISTRICT removes the PERMITTED ACTIVITY and restores the FACILITY pursuant to subsection 2.4, DISTRICT shall submit a billing invoice to PERMITTEE indicating the costs and expenses reasonably incurred by DISTRICT in connection with said removal and restoration,

and PERMITTEE shall reimburse DISTRICT all such costs and expenses within thirty (30) days of the billing invoice.

SECTION 3. Miscellaneous Terms and Conditions

3.1. Indemnification

3.1.1. PERMITTEE shall indemnify, defend, and hold DISTRICT, the County of Los Angeles (when acting on behalf of DISTRICT), and the United States, and their respective officers, employees, and agents harmless from and against any claims, demands, liability, damages, costs, and expenses, arising from or caused by the operation, maintenance, repair, rehabilitation, replacement, use or removal of the PERMITTED ACTIVITY, or any portion thereof; provided, however, that PERMITTEE's obligations to indemnify DISTRICT or the County of Los Angeles or the United States, respectively, shall not apply to any claim, demand, liability, damage, cost or expense to the extent that such claim, demand, liability, damage, cost or expense is caused by the fault or negligence of DISTRICT, or the County of Los Angeles, or the United States, respectively, or any of their respective officers, employees or agents.

3.1.2. PERMITTEE shall include DISTRICT, the County of Los Angeles and the United States within the protection of any indemnification clause contained in any ancillary contract relating to the PERMITTED ACTIVITY.

3.2. PERMITTEE acknowledges and agrees that the issuance of the FLOOD PERMIT and the 408 PERMIT does not excuse or exempt PERMITTEE's compliance with any federal, state or local law or regulation that is otherwise applicable to the operation or maintenance of the PERMITTED ACTIVITY.

3.3. PERMITTEE and DISTRICT shall have no financial obligation to each other under this Agreement, except as herein expressly provided.

3.4. Except as to fuels, lubricants and products associated with motorized vehicles, equipment, gardening or maintenance-related substances, or all of the above, PERMITTEE shall not cause or allow the presence, use, storage, or disposal of any hazardous substances on or about the FACILITY without the prior written consent of DISTRICT which consent shall not be unreasonably denied. In the event of spillage, leakage or escape or any hazardous substance onto the FACILITY, PERMITTEE shall immediately notify DISTRICT by calling (800) 675-4357. If the spillage, leakage or escape was caused by PERMITTEE, PERMITTEE shall promptly remove any such substance from the PREMISES to

DISTRICT's satisfaction. In addition to removing any of PERMITTEE's hazardous substances, PERMITTEE shall be liable for and reimburse DISTRICT for any and all cost and expenses that DISTRICT may incur or suffer as a result thereof. Such responsibility shall include cost or expenses as DISTRICT may incur by reason of Federal, State, local or other authoritative agency's laws and regulations. Notwithstanding the foregoing, PERMITTEE shall have no responsibility regarding any spill, leak or escape to the extent caused by any of DISTRICT's tenants, licensees or easement holders.

- 3.5. Any notice to be given or document to be delivered by DISTRICT or PERMITTEE to the other party may be delivered in person to either party or by private courier or may be deposited in the United States mail, with postage prepaid and addressed to the party for whom intended as follows:

To DISTRICT:

Los Angeles County Flood Control District
Attention Land Development Division - Permits
P.O. Box 1460
900 South Fremont Avenue, Alhambra, CA 91802-1460
tel.: (626) 458-3129
for Emergencies, contact (626) 458-HELP (4357)

To PERMITTEE:

City of Long Beach
Attention: Patrick H. West
City Manager
333 W. Ocean Blvd., 13th Floor
Long Beach, CA 90802-4664

- 3.6. PERMITTEE represents and warrants that it has the authority to enter into this Agreement on behalf of itself and its successors and assigns, and this Agreement shall be binding upon PERMITTEE's successors and assignees, as well as PERMITTEE.
- 3.7. If previously unknown historic or archeological remains are discovered in carrying out the Permitted Activity, PERMITTEE shall cease activity, protect the site, and immediately notify the DISTRICT and the CORPS. The CORPS will initiate Federal and state coordination required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

SECTION 4. Special Conditions

- 4.1. PERMITTEE shall provide the CORPS Los Angeles District Reservoir Regulation Section with a completed Site Access Coordination Form if construction will take place within or downstream of any CORPS Flood

Control Basin. The PERMITTEE shall provide a Point of Contact (POC) so that the Reservoir Regulation Section can be in contact with the POC regarding project information and coordination of reservoir operations. The POC shall use all reasonable efforts to contact the Corps' Reservoir Operation Center (ROC) by calling (213) 452- 3623 at least two (2) business days prior to commencement of approved modification/alteration.

- 4.2. PERMITTEE shall abide by the terms and conditions of the permission to occupy or make use of lands encumbered by a Federal easement enclosed with this Permit.

The parties hereto have caused this Agreement to be executed by and through their respective and duly authorized representatives on the day and year indicated below.

PERMITTEE: CITY OF LONG BEACH

By: *Pat H. West* **Assistant City Manager**
Patrick H. West
City Manager

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

Date: 8-21-14

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

By: *Sam Chiu*
Anthony Nyivih
Assistant Deputy Director

Date: 9/9/14

APPROVED AS TO FORM

August 11, 2014
CHARLES PARKIN, City Attorney

By: *Kendra L. Carney*
KENDRA L. CARNEY
DEPUTY CITY ATTORNEY



DEPARTMENT OF THE ARMY
33 U.S.C. § 408 PERMIT
U. S. Army Corps of Engineers
Los Angeles District

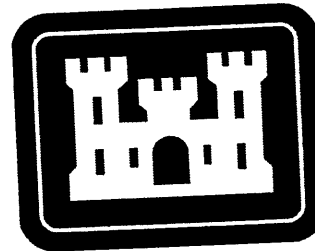


EXHIBIT 1

APPLICANT/NON-FEDERAL SPONSOR: Los Angeles County, Flood Control District,
Land Development Division, P.O. Box 1460, Alhambra, CA 91802-1460

PERMIT NUMBER: EE2011-72 (PCFL 201102618)

COPY

ISSUING OFFICE: U.S. Army Corps of Engineers, Los Angeles District, Engineering Division

CORPS PERMIT COORDINATOR: Ms. Huma Nisar, (213) 452-3665,
Huma.m.Nisar@usace.army.mil

AFFECTED FEDERAL PROJECT AND DESCRIPTION: Los Angeles River Channel

LOCATION: LAT 33 50 49 N LON 118 12 08 W

APPROVED MODIFICATION OR ALTERATION OF THE FEDERAL PROJECT:

Deforest Wetland Restoration Project: Increasing the basin storage capacity, maximizing storm drain conveyance capacity by removing debris and sediment at outlets, improving water quality, enhance existing habitats, and providing public-use amenities within the channel right-of-way.

Detailed drawings of the Permitted Activity are retained by the Corps and filed pursuant to the Permit number listed above.

I. GENERAL CONDITIONS:

A. The Corps acknowledges that the Permitted Activity will be carried out by City of Long Beach (Third Party) and that this Permit is being issued to the Non-Federal Sponsor, pursuant to the Non-Federal Sponsor's obligations under any applicable Federal Project agreement and as codified in 33 U.S.C. 2213(j). The Non-Federal Sponsor shall ensure compliance with and enforce all requirements referenced in General Condition "C" and Special Conditions, below, against Third Party by separate agreement or permit. The Corps reserves the right to enforce all conditions stated herein against the Non-Federal Sponsor directly. This Permit shall not diminish the overall responsibility of the Non-Federal Sponsor to operate and maintain the Federal Project as described in the Federal Project's Operation and Maintenance Manual.

B. In the event the Third Party fails to maintain the Permitted Activity in good condition and in conformance with the terms and conditions of this Permit or the agreement or separate permit referenced in General Condition "C" and Special Conditions, below, the Non-Federal Sponsor shall be responsible for taking any and all actions necessary to prevent or mitigate any

interference with the operation of the Federal Project that may result from the Third Party's failure, in accordance with the following:

1. Except when immediate action is necessary to prevent or minimize injury to persons or damage to property or the environment, the Non-Federal Sponsor shall, prior to commencing any such actions, provide notice to the Corps of the proposed actions and obtain the Corps' approval.

2. When the Non-Federal Sponsor takes immediate action to prevent injury to persons or damage to property or the environment, The Non-Federal Sponsor shall notify the Corps of such actions as soon as reasonably practical and shall obtain the Corps' approval of any additional actions reasonably necessary to prevent or mitigate the interference with the operation of the Federal Project.

In the event that actions by the Non-Federal Sponsor in accordance with this General Condition "B" fail to prevent interference or potential interference with the operation of the Federal Project resulting from modifications or alterations by the Third Party, the Non-Federal Sponsor then shall be responsible to maintain the Permitted Activity or to take action to remove the Permitted Activity in a manner acceptable to the Corps. Removal shall be conducted only after consultation with the Corps and upon modification or amendment of this Permit.

C. Prior to the commencement of any construction related to the Permitted Activity, the Non-Federal Sponsor shall enter into an agreement with, or issue a separate permit to, the Third Party which shall impose the following requirements on the Third Party:

1. The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the construction, operation, maintenance, repair, rehabilitation, or replacement of the Permitted Activity, or for damages to the Federal Project. Third Party shall hold the United States harmless from any and all such claims except to the extent caused by the fault or negligence of the United States or its contractors.

2. Third Party shall acknowledge that the issuance of the Permit shall not excuse or exempt the Third Party's compliance with any Federal, state, or local law or regulation that is otherwise applicable, , including, but not limited to, those regarding construction, health, safety, water supply, sanitation, use of pesticides, and licenses or permits necessary for the Permitted Activity.

3. Third Party shall maintain the Permitted Activity in good condition and in conformance with the terms and conditions of this Permit. Third Party shall not be relieved of this requirement even if the Permitted Activity is abandoned. Should the Third Party wish to cease to maintain the Permitted Activity or desire to abandon it, Third Party shall request the Non-Federal Sponsor to obtain from the Corps a modification of this permit, which may require additional construction activities to abandon the facility.

4. If previously unknown historic or archeological remains are discovered in carrying out the Permitted Activity, Third Party shall cease activity, protect the site, and immediately notify the Non-Federal Sponsor and the Corps. The Corps will initiate Federal and state coordination

required to determine if the remains warrant a recovery effort or if the site is eligible for listing in the National Register of Historic Places.

5. If the scope of the Permitted Activity changes from the approved plans and specifications upon which this Permit is based, Third Party shall request the Non-Federal Sponsor to resubmit the permit application with the permit number and revisions clearly identified. Work associated with the Permitted Activity that does not pertain to the revised portion of the project, may continue while the revisions are being reviewed unless the Corps indicates otherwise.

6. Third Party shall apprise the Non-Federal Sponsor and the Corps' Permit Coordinator of the anticipated start and completion dates of construction of the Permitted Activity.

7. Third Party shall notify the Non-Federal Sponsor and the Corps of the start date for construction and a copy of the construction schedule at least one (1) week prior to starting. Updated construction schedules shall be made available upon request. An invitation shall be sent to the Non-Federal Sponsor and the Corps for any kick-off meetings and final walk-through, as applicable.

8. Third Party shall allow the Non-Federal Sponsor and Corps representatives to inspect the Permitted Activity at any time deemed necessary to ensure that it is being or has been accomplished in accordance with the terms and conditions of this Permit.

9. Third Party shall oversee the conduct of the work and ensure the Permitted Activity is being constructed in accordance with the plans and specifications approved by the Corps.

10. Upon completion of construction of the Permitted Activity, Third Party shall submit electronic copies of the as-built plans of the Permitted Activity to the Non-Federal Sponsor and the Corps, which are signed by the Third Party's engineer of record. Electronic copies of the as-built plans shall be submitted in .pdf format.

11. **Work shall not begin in waters of the United States until Third Party first obtains a separate, additional Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).**

12. Should construction activities fail to commence within two (2) years after the effective date of this Permit, this Permit shall be immediately revoked.

D. The determination of this office that issuance of this Permit is not contrary to the public interest was made in reliance on the information submitted. This office may reevaluate its decision on this permit at any time the circumstances warrant. Circumstances that could require a reevaluation include, but are not limited to, the following:

1. Third Party fails to comply with any of the requirements contained in the agreement or separate permit referenced in General Condition "C", below, and the Non-Federal Sponsor fails to take appropriate action, within a reasonable period of time, to enforce those requirements and/or to prevent any interference with operation of the Federal Project caused by, or related to, Third Party's non-compliance.

2. The information provided by the Non-Federal Sponsor in support of the permit application proves to be incomplete or inaccurate.

3. Significant new information surfaces which the Corps did not consider in reaching the original public interest decision.

II. SPECIAL CONDITIONS:


The agreement, or separate permit, between the Non-Federal Sponsor and Third Party, referenced in General Condition "C" above, shall also include the following additional requirements:

A. Third Party shall provide the Corps Los Angeles District Reservoir Regulation Section with a completed Site Access Coordination Form if construction will take place within or downstream of any Corps Flood Control Basin. (See Attached.) The Third Party shall provide a Point of Contact (POC) so that the Reservoir Regulation Section can be in contact with the POC regarding project information and coordination of reservoir operations. The POC shall use all reasonable efforts to contact the Corps' Reservoir Operation Center (ROC) by calling (213) 452-3623 at least two (2) business days prior to commencement of approved modification/alteration.

B. Third Party shall abide by the terms and conditions of the permission to occupy or make use of lands encumbered by a Federal easement enclosed with this Permit.

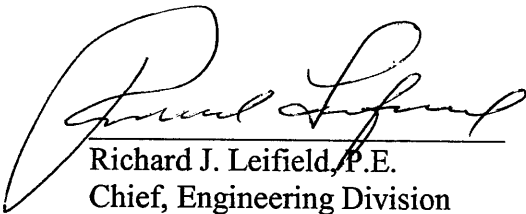
Nothing in this Permit shall be construed as abrogating or otherwise diminishing the responsibility of the Non-Federal Sponsor to hold and save the Government free from all damages arising from construction, operation, maintenance, repair, rehabilitation, or replacement of the Federal Project and any alterations or modifications, including any alteration or modification approved herein, except to the extent caused by the fault or negligence of the United States or its contractors.

By signing this 33 U.S.C. Section 408 Permit, the Non-Federal Sponsor accepts all terms and conditions contained within the General Conditions and Special Conditions of this Permit. This Permit becomes effective upon signature below by the U.S. Army Corps of Engineers official.



Gary Hildebrand
Assistant Deputy Director
Los Angeles County Flood Control District Official

11-28-13
Date



Richard J. Leifield, P.E.
Chief, Engineering Division
Los Angeles District
U.S. Army Corps of Engineers

1/13/14
Date

EXHIBIT 2

Tract #:



Permit #: PCFL 201102618

Issued By: GASANCHEZ
Issued Date: 10-SEP-14

Permit Office: 6

CUSTOMER

**PC-MODIFIC
MODIFICATION OF FLOOD
CONTROL FACILITY**

COUNTY OF LOS ANGELES-DPW
Department Of Public Works
Alhambra, CA 91803 - (626)458-3129
Flood Control District Permit

<u>Individual's / Company Name</u>	<u>Address / City, State Zip</u>	<u>Work Phone</u>	<u>Home Phone</u>
(APP) CITY OF LONG BEACH, PARKS, SANDRA GONZALEZ	2760 N. STUDEBAKER RD. LONG BEACH, CA 90815	562 570-3215	
(CNT) CH2M HILL DEANIE DING	6 HUTTON CENTRE DR. SANTA ANA, CA 92707	714 435-6148	

Emergency Contact**Location**

Site Address:

Description: LOS ANGELES RIVER: FROM DEL AMO BLVD. TO DEFOREST PARK, LONG BEACH

Scope of Work**PERMIT PURPOSE:**

TO AUTHORIZE THE WORK DESCRIBED BELOW AFFECTING THE SUBJECT STREAM IN ACCORDANCE WITH THE SUBMITTED PLANS, LOS ANGELES COUNTY FLOOD CONTROL DISTRICT DRAWING NOS. 19-F2659.1-.48 (LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS DRAWING NOS. PF569299-346.)

WORK DESCRIPTION:

CONSTRUCT DEFOREST WETLAND RESTORATION PROJECT WHICH WILL INCREASE THE BASIN STORAGE CAPACITY, MAXIMIZE STORM DRAIN CONVEYANCE CAPACITY BY REMOVING DEBRIS AND SEDIMENT AT OUTLETS, IMPROVE WATER QUALITY, ENHANCE EXISTING HABITATS, AND PROVIDE PUBLIC-USE AMENITIES WITHIN DISTRICT RIGHT OF WAY.

THE PERMITTED WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH "STANDARD FLOOD CONTROL PERMIT PROVISIONS", "CONDITIONS OF APPROVAL BY PERMIT", USE AGREEMENT NO. 13-01, FACILITY MODIFICATION AGREEMENT NO. MA 201102618, AND 408 PERMIT NO. EE2011-72.

WORK UNDER THIS PERMIT SHALL NOT COMMENCE UNTIL PERMITTEE HAS PROVIDED THE CONTRACTOR'S CONTACT INFORMATION AND INSURANCE DOCUMENTS INCLUDING ADDITIONAL INSURED ENDORSEMENT ACCEPTABLE TO THE DISTRICT.

PERMITTEE MUST NOTIFY PERMIT OFFICE NO. 4 (7:00 AM TO 3:30 PM) AT TELEPHONE (562) 861-3580 AT LEAST 24 HOURS BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO SO NOTIFY THE PERMIT OFFICE IS CAUSE FOR REVOCATION OF PERMIT. SHOULD PERMITTEE FAIL TO TAKE ACTION WITHIN 180 DAYS FROM DATE OF ISSUANCE OF THIS PERMIT OR FAIL TO ACTIVELY AND DILIGENTLY EXERCISE THE PRIVILEGES OF THIS PERMIT, THE PERMIT BECOMES NULL AND VOID.

A COPY OF THIS PERMIT SHALL BE KEPT AT THE WORK SITE DURING ALL PERIODS OF OPERATION WITHIN THE DISTRICTS RIGHT OF WAY AND SHALL BE SHOWN TO ANY DISTRICT REPRESENTATIVE OR LAW ENFORCEMENT OFFICER UPON DEMAND.

CC: Army Corps of Engineers; Architecture Engineering (Jones); Design (Chan, Zandieh); Flood Maintenance (South); Survey/Mapping & Property Management (Rothman); Water Resources (Wood); Watershed Management (Nguyen); Land Development (Madrid, P.O. #4, Houmsi)

Permit Detail

FILE CODE NO. :	19.032
FLOOD FACILITY NAME :	LOS ANGELES RIVER
INSPECTION CHARGE #:	LCSR24129
INSURANCE EXPIRE	TO BE PROVIDED
LOCATION 1:	FROM DEL AMO BLVD. TO DEFOREST PARK, LONG BEACH
PLAN CHECK CHARGE #	LCSR24129
THOMAS GUIDE :	765

Comments

Tract #:



Permit #: **PCFL 201102618**

Issued By: GASANCHEZ
Issued Date: 10-SEP-14

Permit Office: 6

<u>Fees</u>	<u>Fee Code</u>	<u>Account Code</u>	<u>Amount</u>
PLN CHK AND INSP FLOOD PERMITS THRU CSR	PC_CSRFLD	B07_9481	\$0.00
Total Fees:			\$0.00

Permittee is hereby permitted to perform the scope of work described above at the location described above, subject to all applicable provisions of the Flood Control Channels Ordinance (Chapter 20.94 of Title 20, Los Angeles County Code), the Flood Control District Code, and/or any municipal code or ordinance governing the area where this work is to be done. Permittee's activities in connection with this Permit shall also be subject to the provisions and conditions contained in the attachments to this Permit, which are incorporated herein. This Permit is revocable by the District if the District determines that the public interest and welfare require such revocation and shall be deemed void if the permittee is not in compliance with Section 3800 of the Labor Code.

Performance of the work of activity under this permit is tantamount to agreeing to the conditions of this permit. A copy of this permit shall be kept at the work site during the period of operation within District right of way and shall be shown to the District's representative or any law enforcement officer upon demand.

INSPECTION REQUIRED

CALL PERMIT OFFICE AT LEAST ONE (1) WORKING DAY BEFORE STARTING WORK UNDER THIS PERMIT. FAILURE TO DO SO IS CAUSE FOR REVOCATION OF THIS PERMIT. THIS PERMIT IS VOID IF WORK IS NOT STARTED WITHIN 180 DAYS FROM THE DATE OF ISSUANCE.

PERMIT OFFICE NO. 4

Hollydale Office
11282 SOUTH GARFIELD AVENUE
HOLLYDALE, CA 90242
PHONE NO. 562-869-0218
FAX NO. 562-869-2895





COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS

Date: 09/10/2014

Permit No: PCFL 201102618

STANDARD FLOOD CONTROL PERMIT PROVISIONS

A. This permit is valid only for the purpose specified herein. No change of purpose as outlined in application or drawings submitted with application is permitted except upon written permission of the Chief Engineer or his representative.

B. Activities and uses authorized under this permit are subject to any instructions of the Chief Engineer or his representative. **ALL INSTRUCTIONS MUST BE STRICTLY OBSERVED.**

C. Permittee (including its contractors and subcontractors) shall indemnify, defend (with counsel reasonably satisfactory to District and the County of Los Angeles), and hold harmless District and the County of Los Angeles, and their elected and appointed officers, employees and agents, from and against any and all claims, expenses (including court costs and reasonable attorney and expert witness fees) demands, liabilities, losses, or causes of action of whatsoever nature or character, for injury, illness or death or loss of, damage to or destruction of property which arises out of, or is in any way connected to, the activities of Permittee described in this Permit.

This indemnification shall survive in its entirety the termination or revocation of this Permit, and shall remain in full force and effect in perpetuity, unless agreed to otherwise in writing by the District.

D. Any damage caused to Flood Control structures by reason of exercise of this permit shall be repaired, at the permittee's sole expense, to the satisfaction of the District. Should the permittee neglect to promptly make repairs, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.

E. Any structure or portions thereof or plantings placed on District rights of way or which affect District structures must be removed, revised, and/or relocated by permittee without cost to the District, or any other public agency the District shall so designate, should future activities or policy so require.

F. This permit is valid only to the extent of District jurisdiction. Acquisition of permits required by other affected agencies and consent of underlying fee owner(s) of District easement lands are the responsibility of the permittee. **NOTHING CONTAINED IN THIS PERMIT SHALL BE CONSTRUED AS A RELINQUISHMENT OF ANY RIGHTS NOW HELD BY THE DISTRICT.**

G. This permit is subject to all prior unexpired permits, agreements, easements, privileges, or other rights, whether recorded or unrecorded, in the area specified by this permit. Permittee shall make his own arrangements with holders of such prior rights.

H. Unless otherwise specified herein, this permit may be revoked or canceled at any time by the Chief Engineer or his representative when required for District purposes.

I. Upon written notice of cancellation or revocation of this permit for any cause whatsoever, permittee shall restore District right of way and structures to their condition prior to the issuance of the permit and then shall vacate District property. Should permittee neglect to restore the premises or structures to a condition satisfactory to the Chief Engineer or his representative, the District may perform such work or have others perform the work, and the permittee agrees to reimburse the District for all costs of the work so performed upon receipt of a statement thereof.

J. In the event of a District employee work stoppage, the Chief Engineer or his representative reserves the right to suspend all activity authorized under this permit which requires inspection by the District. Activity authorized by the

permit shall not resume until District approval to do so is given.

K. Unless otherwise specifically provided, all costs incurred by permittee as a result of the conditions of the permit or exercise by District of any right, authority, or reservation contained therein shall be the sole responsibility of and shall be borne entirely by the permittee.



Conditions of Approval By Permit

Page: 1 of 1

Run Date: Wednesday September 10, 2014

Permit: PCFL - 201102618

The following Conditions of Approval are required to complete the permit:

Condition of Approval	Entered	By	Completed	By
GENERAL FLOOD PROVISION NO. 1 Use of District's right of way for the construction or activity authorized under this permit is tantamount to agreeing to the conditions herein.(G1)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO.2 Permittee shall be responsible for notifying his contractor and all subcontractors of the provisions of this permit. No work will be started until a copy of this permit is given to the contractor and each of his subcontractors. Further, the copy will be left at the site of the work being done by each contractor.(G2)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO.3 Permittee is notified that in accordance with the STATE OF CALIFORNIA CONSTRUCTION SAFETY ORDERS, Section 1503, the permittee or their contractor must have a permit from CAL/OSHA if the excavation authorized herein more than 5 feet deep.(G3)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO. 4 Unless otherwise indicated in this permit, all work authorized by this permit shall conform to the latest edition of the Standard Specifications for Public Work Construction, as amended, and published by Building News, Inc., 3055 Overland Avenue, Los Angeles, CA 90034 and the latest edition of the Los Angeles County Department of Public Works "Additions and Amendments to the Standard Specifications for Public Works Construction".(G4)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO.5 This permit is subject to such further conditions as the Director or his representative may issue during the period of this use. When possible, such additional conditions shall be promptly delivered in writing to the address shown on page one of this permit. Conditions delivered orally of necessity shall be promptly confirmed in writing.(G5)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO.8 Issuance of this permit shall not be construed as an obligation on the part of this District for the operation and maintenance of the proposed facilities.(G8)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO. 14 Upon completion of work authorized under this permit, permittee shall restore the area to the satisfaction of the District's representative.(G14)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO.16 Permittee shall take the necessary precautionary measures to prevent dust or other nuisances which might be created by reason of his activities.(G16)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO. 17 Permittee shall keep District right of way clear of obstructions for through access at all times and shall not interfere with the activities of the District's employees or the District's contractors.(G17)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO. 18 Permittee shall not use District's right of way for the temporary or permanent storage of excavated materials, rock, sand, cement, or other material or any equipment, except as specifically noted.(G18)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO. 24 During the period of operations conducted under the permit, Permittee shall maintain in effect an insurance policy (minimum limit \$ONE million) naming the Los Angeles County Flood Control District/Los Angeles County Department of Public Works and/or U.S. Army Corps of Engineers as co-insured with respect to these operations. A copy of this policy shall be submitted to the District for inclusion in the District file copy of this permit. Expiration or cancellation of the insurance policy shall constitute revocation of this permit.(G24)	09-SEP-14	HHOUMSI		
GENERAL PROVISION NO. 59 Permittee shall protect all District facilities where the proposed work comes in close proximity to the District's facilities.(G59)	09-SEP-14	HHOUMSI		
PROVISION POLLUTION NO. 02 Permittee shall be responsible for the selection and implementation of Best Management Practices (BMP's) for construction activities. If the District's representative determines that additional BMP's or corrective steps for existing ones are necessary, permittee shall immediately comply with the requests. (P2)	09-SEP-14	HHOUMSI		