



MARK PESTRELLA, Director

**COUNTY OF LOS ANGELES**  
**DEPARTMENT OF PUBLIC WORKS**

*"To Enrich Lives Through Effective and Caring Service"*

900 SOUTH FREMONT AVENUE  
ALHAMBRA, CALIFORNIA 91803-1331  
Telephone (626) 458-5100  
<http://dpw.lacounty.gov>

ADDRESS ALL CORRESPONDENCE TO:  
P.O. BOX 1460  
ALHAMBRA, CALIFORNIA 91802-1460

IN REPLY PLEASE  
REFER TO FILE

May 15, 2018

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

41 May 15, 2018

CELIA ZAVALA  
ACTING EXECUTIVE OFFICER

**WATER RESOURCES CORE SERVICES AREA**  
**USE AND MAINTENANCE AGREEMENT BETWEEN THE LOS ANGELES COUNTY FLOOD**  
**CONTROL DISTRICT AND THE CITY OF LAKEWOOD FOR THE CONSTRUCTION, OPERATION,**  
**MAINTENANCE, AND REPAIR OF LAKEWOOD STORMWATER AND RUNOFF CAPTURE**  
**PROJECT AT MAYFAIR PARK**  
**(SUPERVISORIAL DISTRICT 4)**  
**(3 VOTES)**

**SUBJECT**

This action is to enter into a Use and Maintenance Agreement with the City of Lakewood to allow the City of Lakewood to construct, operate, maintain, and repair portions of the right of way of the Los Angeles County Flood Control District's Project 181-9, Los Cerritos, Unit 3, Line A, drainage facility near the intersection of Fidler Avenue and Bigelow Street as part of the Lakewood Stormwater and Runoff Capture Project at Mayfair Park.

**IT IS RECOMMENDED THAT THE BOARD ACTING AS THE GOVERNING BODY OF THE LOS ANGELES COUNTY FLOOD CONTROL DISTRICT:**

1. Acting as a responsible agency for the Lakewood Stormwater and Runoff Capture Project at Mayfair Park, consider the Final Initial Study and Mitigated Negative Declaration, prepared and adopted by the City of Lakewood as lead agency, together with any comments received during the public review process; certify that the Board has independently considered and reached its own conclusions regarding the environmental effects of the project as shown in the Final Initial Study and Mitigated Negative Declaration; and adopt the mitigation monitoring program for the project, as applicable, finding that the mitigation monitoring program is adequately designed to ensure compliance with the mitigation measures during project implementation.

2. Find that the use of the Project 181-9, Los Cerritos, Unit 3, Line A, for the Lakewood Stormwater and Runoff Capture Project at Mayfair Park will not interfere with the use of that property for the purposes of the Los Angeles County Flood Control District.

3. Instruct the Chief Engineer of the Los Angeles Flood Control District or his designee to execute a Use and Maintenance Agreement with the City of Lakewood for a 50-year term to allow the City to construct, operate, maintain, and repair a portion of the Los Angeles County Flood Control District's Project 181-9, Los Cerritos, Unit 3, Line A right of way for the Lakewood Stormwater and Runoff Capture Project at Mayfair Park.

4. Authorize the Chief Engineer of the Los Angeles County Flood Control District or his designee to execute amendments to extend the term of the Use and Maintenance Agreement for periods not to exceed 10 years per amendment if the Chief Engineer of the Los Angeles County Flood Control District or his designee determines that the City of Lakewood's continued use of Project 181-9, Los Cerritos, Unit 3, Line A for the term of the proposed extension will not interfere with the use of that property by the Los Angeles County Flood Control District and that the City of Lakewood has satisfactorily complied with all terms and conditions of the Use and Maintenance Agreement during the preceding term, subject to such additional reasonable terms and conditions as the Chief Engineer of the Los Angeles County Flood Control District or his designee deems necessary or appropriate to protect the Los Angeles County Flood Control District's interests.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to comply with the California Environmental Quality Act as a responsible agency and authorize the City of Lakewood to construct, operate, maintain, and repair portions of the the Los Angeles County Flood Control District's existing drainage facility Project 181-9, Los Cerritos, Unit 3, Line A (Channel) right of way for the Lakewood Stormwater and Runoff Project at Mayfair Park.

The proposed project is intended to capture dry-weather (nuisance) runoff and the first flush of wet-weather runoff in order to reduce and/or eliminate metals and other pollutants transported into and by the Channel and downstream receiving waters. The flows diverted from the Channel will be reused for irrigation purposes at the City's Mayfair Park. The project will help the City and District meet Municipal Separate Storm Sewer System Permit requirements and support water conservation efforts.

#### **Implementation of Strategic Plan Goals**

The County Strategic Plan directs the provision of Strategy II.3, Make Environmental Sustainability our Daily Reality, and Objective II.3.1 Improve Water Quality, Reduce Water Consumption, and Increase Water Supplies. The recommended actions promote a collaborative approach with the City to enhance water quality and water conservation thereby improving the quality of life for citizens of the County of Los Angeles.

#### **FISCAL IMPACT/FINANCING**

There will be no impact to the County General Fund.

In accordance with the agreement, the City will bear all design, construction, contracting, administrative, and maintenance costs in connection with the project

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

Section 2, paragraph 13, of the Los Angeles County Flood Control Act provides as follows: "The LACFCD is hereby declared to be a body corporate and politic, and has all the following powers...13.

To lease . . . any property (or any interest therein) whenever . . . the property, or any interest therein or part thereof . . . may be leased . . . without interfering with the use of the same for the purposes of the district..."

The use of the Channel and District right of way for the project, in accordance with the terms and conditions of the agreement, will not interfere with the District's operation and maintenance of the Channel or the use of the property for any other District purposes.

The agreement will be substantially similar to the enclosed draft agreement, which will be approved as to form by County Counsel prior to execution by the Chief Engineer or his designee.

The City will be the lead agency for the construction, operation, maintenance, and repair of the project, as noted in the agreement, at the sole cost to the City.

The initial term of the agreement shall be for 50 years, after which the City may request the District to extend the term of this agreement subject to such reasonable terms and conditions as deemed appropriate by the District to protect its interests.

## **ENVIRONMENTAL DOCUMENTATION**

The City, as the lead agency, prepared a Final Initial Study, consulted with the District, and adopted a Mitigated Negative Declaration for the project on December 13, 2017. In entering into the agreement, the District is acting as a responsible agency for the project and in its independent judgment concludes that the project along with the Mitigation Monitoring Program for the project will not have a significant impact on the environment.

A copy of the Final Initial Study and Mitigated Negative Declaration can be found at:

<https://onedrive.live.com/?authkey=%21APxq6zNQ3djyz5U&id=85E2B0C66FBD5DB0%2116786&cid=85E2B0C66FBD5DB0>

Other documents and materials constituting the record of the proceedings, upon which the Board decision is based on, are located at the Los Angeles County Flood Control District, 900 South Fremont, Alhambra CA, 11th floor. The custodian of records is Julian Juarez, Senior Civil Engineer, Los Angeles County Department of Public Works.

Upon the Board's approval of the recommended actions, the Department of Public Works will file a Notice of Determination with the County Clerk in accordance with Section 21152(a) of the California Public Resources Code.

**IMPACT ON CURRENT SERVICES (OR PROJECTS)**

There will be no negative impact on current District services or projects during the implementation of the recommended services.

Approval of this action will benefit the City and the District by providing a means of collaboration with the City to implement the project.

**CONCLUSION**

Please return one adopted copy of this letter to the Department of Public Works, Stormwater Planning Division.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mark Pestrella". The signature is fluid and cursive, with the first name "Mark" being more prominent than the last name "Pestrella".

MARK PESTRELLA

Director

KL:DJL:sw

Enclosures

c: Chief Executive Office (Chia-Ann Yen)  
County Counsel  
Executive Office

AGREEMENT No. 003398  
PROJECT 181-9, LOS CERRITOS  
UNIT 3, LINE A  
PARCEL 7170006903 (Portion)  
FIDLER AVENUE – BIGELOW STREET  
TO MICHELSON STREET  
FOURTH DISTRICT

## **USE AND MAINTENANCE AGREEMENT**

This USE AND MAINTENANCE AGREEMENT (hereinafter referred to as AGREEMENT), is made and entered by and between the Los Angeles County Flood Control District, a body corporate and politic, (hereinafter referred to as DISTRICT), and the City of Lakewood, a municipal corporation, (hereinafter referred to as CITY). DISTRICT and CITY are together referred to as PARTIES.

### **RECITALS**

WHEREAS, CITY desires to implement the Lakewood Stormwater and Runoff Capture Project at Mayfair Park (hereinafter referred to as PROJECT); and

WHEREAS, the purpose of the PROJECT is to improve water quality in the DISTRICT'S Project 181-9, Los Cerritos, Unit 3, Line A, (hereinafter referred to as the CHANNEL) and downstream receiving waters by diverting dry-weather and stormwater flows from the CHANNEL for water quality treatment by the CITY and subsequent reuse for irrigation purposes at the CITY'S Mayfair Park; and

WHEREAS, portions of the PROJECT, including a rubber dam, diversion inlet and structure, conveyance pipes, and access road are proposed to be constructed within the CHANNEL and on DISTRICT fee-owned property and DISTRICT easements together hereinafter referred to as RIGHT OF WAY, as depicted on the enclosed Exhibit A; and

WHEREAS, the construction of the PROJECT is estimated to be completed in or about October 2019;

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual agreements contained herein, and for other good and valuable consideration, the receipt of, which is hereby acknowledged, the PARTIES agree as follows:

#### **SECTION 1. Authorized Use**

1.1. CITY is authorized and permitted to use the RIGHT OF WAY for the construction, operation, maintenance, and repair of PROJECT in accordance with the terms and conditions of this AGREEMENT and of any permit obtained from

DISTRICT as described below. Any other use of the RIGHT OF WAY or any portion thereof by CITY is expressly prohibited.

1.2. CITY'S use of the RIGHT OF WAY in connection with the PROJECT shall be nonexclusive and shall be subordinate to the uses of the RIGHT OF WAY by DISTRICT, and CITY'S use of the RIGHT OF WAY shall at no time interfere with DISTRICT'S use of the RIGHT OF WAY.

1.3. DISTRICT reserves the right to use or allow others to use the PROPERTY for any and all lawful purposes other than flood control, water conservation, and watershed management activities (hereinafter referred to as SECONDARY USES) including without limitation, public transportation, utilities, roads, parks and recreation, greenway, parking, and/or any other public uses, together with incidental rights of construction and installation of facilities, ingress and egress, operation, and maintenance; provided, however, that the exercise of the rights reserved herein shall not unreasonably interfere with CITY'S operation, maintenance, use, and repair of the PROJECT.

1.3.1. Interruption of CITY's use of the RIGHT OF WAY for a reasonable period to permit the construction and installation of facilities for a SECONDARY USE, as determined by DISTRICT, shall not be deemed unreasonable interference.

1.3.2. CITY shall be notified at least thirty (30) days prior to the commencement of any construction or installation of a SECONDARY USE.

1.4. This AGREEMENT is valid only to the extent of DISTRICT'S jurisdiction. CITY shall be responsible for the acquisition of permits required by other affected agencies or agencies with regulatory jurisdiction over the construction, implementation, operation, maintenance, and repairs of the PROJECT, hereinafter collectively referred to as THIRD-PARTY APPROVALS. CITY shall be responsible for all costs associated with obtaining and complying with the requirements and conditions of all THIRD-PARTY APPROVALS, including, by way of example, permit fees and compensatory mitigation expenses. CITY shall provide DISTRICT copies of all THIRD-PARTY APPROVALS.

## SECTION 2. Construction and Implementation of PROJECT

2.1. CITY understands and acknowledges that it is required to comply with the requirements set forth in the California Environmental Quality Act (CEQA) prior to implementing and maintaining the PROJECT and that CITY shall be the lead agency, and the DISTRICT as the responsible agency, with respect to all CEQA compliance related to the PROJECT. In addition to its other indemnification obligations as specified below, CITY hereby agrees to indemnify, defend and hold harmless DISTRICT and the County of Los Angeles and their elected and

appointed officers, employees, and agents from and against all claims and/or actions related to the PROJECT that may be asserted by a third party or public agency alleging violations of CEQA or the CEQA Guidelines.

2.2. CITY shall bear all costs in connection with the design and construction of the PROJECT, including all costs related to the preparation of the plans and specifications, the construction contract, and contract administration.

2.3. Prior to commencing any construction activity on the RIGHT OF WAY or discharge of any nonstorm water into the CHANNEL or any portion thereof, CITY shall apply for and obtain required permits from DISTRICT. The permit application and fee shall be submitted to the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section.

2.4. CITY reserves the right to request changes to the final plans and specifications related to the portions of the PROJECT located on the RIGHT OF WAY that are necessitated by unforeseen or unforeseeable field conditions encountered during construction.

2.4.1. District agrees to approve or disapprove any such requested changes in work within twenty (20) working days upon receipt of a request from CITY. DISTRICT shall make a good faith and reasonable effort to address and incorporate CITY'S requests. In the event of a disapproval, the reasons for such disapproval and any alternative recommendations shall be included in DISTRICT'S response. If requested by the CITY, and if construction schedule issues do not preclude it, DISTRICT will elevate consideration of the changes to sequentially higher administrative levels within DISTRICT and CITY for resolution. DISTRICT shall make the final decision on any changes to the approved plan and specification, but DISTRICT'S approval shall not be unreasonably withheld.

2.5. Upon completion of the construction of the PROJECT, CITY shall provide to DISTRICT a complete set of as-built plans for the PROJECT. In addition, CITY shall provide shape files for all maps depicting the PROJECT.

### SECTION 3. Operation and Maintenance of PROJECT

3.1. CITY shall prepare a maintenance manual (hereinafter referred to as M-MANUAL), describing the operation, maintenance, inspection practices, procedures, and standards for the PROJECT.

3.1.1. CITY shall submit a draft version of the M-MANUAL to DISTRICT no later than forty-five (45) working days after the CITY issues a statement-of-completion of the PROJECT. In addition, the CITY shall

provide the DISTRICT a letter of completion once the statement-of-completion has been issued.

3.1.2. DISTRICT shall provide the CITY with comments on the draft M-MANUAL within thirty (30) days of submittal.

3.1.3. CITY shall incorporate all reasonable comments submitted by DISTRICT and shall deliver a final version of the M-MANUAL to the DISTRICT within forty-five (45) days after receipt of the DISTRICT'S comments.

3.2. CITY shall be responsible for all costs associated with the operation and maintenance of PROJECT, including but not limited to necessary repairs and replacement of the PROJECT components.

3.3. CITY shall operate and maintain the portion of the PROJECT located within the RIGHT OF WAY in a safe, clean, and orderly condition, and in compliance with the M-MANUAL and all applicable Federal and State laws and local ordinances (including the Los Angeles County Flood Control District Code), throughout the term of this AGREEMENT.

3.4. CITY shall, at least once annually and more frequently if determined by the DISTRICT to be necessary to maintain adequate capacity for flood protection, remove all debris, including sediment and trash, that accumulates within the CHANNEL, fifty feet upstream of the grated inlet diversion structure (Station 10+47.08) and fifty feet downstream of the pneumatic rubber dam (Station 6+64.30), as shown in Exhibit C.

3.5. DISTRICT shall have the right to deflate the rubber dam at any time, for flood control maintenance/activities, and shall be provided with remote login access to the rubber dam telemetry system and keys to the control house, mechanical control cabinet, and control panel for the rubber dam at the PROJECT. CITY shall train DISTRICT personnel in the operation of the rubber dam. In the event DISTRICT deflates the rubber dam:

3.5.1. DISTRICT shall notify the CITY within 24-hours;

3.5.2. DISTRICT shall have no responsibility to reinflate the rubber dam;

3.5.3. CITY releases the DISTRICT from any claim or liability arising from any deflation of the rubber dam by DISTRICT, including any claim or liability related to water quality exceedances; except to the extent that the claim or liability was caused by a negligent act or omission of the DISTRICT.



3.5.4. CITY shall consult with DISTRICT prior to reinflation of the rubber dam;

3.5.5. CITY may continue to operate the other components of the PROJECT during the deflation period;

3.6. If requested by DISTRICT in the event of an emergency, CITY shall deflate the rubber dam within one (1) hour of the request by the DISTRICT.

3.7. CITY shall provide DISTRICT with contact information for person(s) responsible for the operation and maintenance activities related to PROJECT.

3.8. CITY shall coordinate and communicate with DISTRICT regarding maintenance and repair activities related to the portions of PROJECT located within the RIGHT OF WAY. CITY shall notify DISTRICT a minimum of thirty (30) days in advance of any major (nonroutine) proposed maintenance activities, except for trash removal, routine cleaning, and minor repairs. CITY shall notify the DISTRICT at least seventy-two (72) hours for minor (nonroutine) work, and at least seven (7) days for routine operation and maintenance. For emergency repairs or other emergency work, the CITY shall notify the DISTRICT immediately.

3.9. If the RIGHT OF WAY or any portion thereof is damaged by any negligent act or omission of CITY, CITY shall repair the damage within a reasonable time frame after discovery or notice thereof. CITY shall be responsible for all costs related to any such repair.

3.10. If any component of PROJECT is damaged by any negligent act or omission of DISTRICT, DISTRICT shall repair and replace that component within a reasonable time frame after discovery or notice thereof. DISTRICT shall be responsible for all costs related to any such repair and/or replacement.

3.11. CITY shall be responsible for all community relations related to the PROJECT, including responding to public inquiries, complaints, etc., and DISTRICT shall refer all inquiries, complaints, etc. regarding the PROJECT to CITY.

3.12. CITY shall not discharge any nonstormwater from the PROJECT to the CHANNEL or any other storm drains owned or operated by the DISTRICT without first obtaining a permit from the County of Los Angeles Department of Public Works' Land Development Division.

3.13. The CITY shall provide DISTRICT with an annual summary report of its operations and maintenance and status of all regulatory permits. The contents of the summary report shall include at a minimum the following information:

- a. Name of Project
- b. Location description of Project
- c. Project contact information
- d. Description of the Project and its function and direct impact to the CHANNEL and other RIGHT OF WAY operation
- e. Summary of operations within the reporting year, from July 1st to June 30th of the following year, type of activities (i.e. routine, nonroutine, and emergency), date and time of activities, and description of work performed
- f. Summary of repairs completed, including but not limited to, type of repairs, location of repairs, pre-and postrepair photographs, date and time of repairs.
- g. Summary of public inquiries and complaints related to the PROJECT and the CITY'S response
- h. Summary of quantities and quality of dry-weather and stormwater captured and reused or discharged from PROJECT.
- i. Status of any regulatory permits.
- j. Status of any specialty contractor agreements required for ongoing maintenance and repairs.

3.14 This survey and status report shall be mailed to:

Attention: Area Engineer  
Los Angeles County Flood Control District  
Department of Public Works,  
Stormwater Maintenance Division  
5525 East Imperial Highway  
South Gate, CA 90280

#### SECTION 4. Term

4.1. The term of this AGREEMENT shall be for 50 years (Initial Term), subject to DISTRICT'S right to terminate CITY'S use as provided for in Section 5, below.

4.2. This AGREEMENT shall expire at the end of the Initial Term; provided however, the DISTRICT may, in its sole discretion, extend the term of this AGREEMENT for periods not to exceed 10 years per amendment, beyond the Initial Term, subject to such terms and conditions as it deems appropriate, upon receipt of a written request from CITY, no earlier than twelve (12) months or later than six (6) months prior to the end of the Initial Term.

## SECTION 5. Termination of Use

5.1. DISTRICT shall have the right to terminate CITY'S use of the RIGHT OF WAY or any portion thereof by giving CITY at least ninety (90) days prior written notice, under the following conditions:

5.1.1. DISTRICT proposes to implement a project on or including the RIGHT OF WAY for flood control, water conservation and/or any other use or purpose authorized by the Los Angeles County Flood Control Act; and

5.1.2. DISTRICT determines, in good faith, that PROJECT or any portion thereof, to be substantially incompatible with DISTRICT'S proposed project; and

5.1.3. DISTRICT has notified CITY of the basis for DISTRICT'S determination that a substantial incompatibility will exist and has provided CITY with a reasonable opportunity to propose modifications to PROJECT that will eliminate the incompatibility; and

5.1.4. After consideration of any such modifications proposed by CITY, DISTRICT, in its sole but reasonable discretion, determines not to incorporate any such modifications or determines that, notwithstanding any such modifications, PROJECT will still be substantially incompatible with the DISTRICT'S proposed project.

5.2. DISTRICT shall have the right to terminate CITY'S use of the RIGHT OF WAY in the event CITY breaches any term or condition of this AGREEMENT and fails to cure such breach or breaches within a reasonable amount of time from the date DISTRICT provides written notice of said breach or breaches to CITY.

5.3. DISTRICT shall have the right to terminate CITY'S use of the RIGHT OF WAY if construction of PROJECT has not been completed within five (5) years from the date this AGREEMENT is fully executed.

5.4. DISTRICT shall have the right to terminate CITY'S use of the RIGHT OF WAY or any portion thereof, or in DISTRICT'S sole discretion, to temporarily suspend such use, in the event DISTRICT determines, in good faith, that it is necessary for DISTRICT to enter and take exclusive possession of the RIGHT OF WAY or any portion thereof in order to respond to an emergency as defined in Public Contract Code Section 1102.

5.5. CITY shall have the right to terminate its use of the RIGHT OF WAY or any portion thereof for any reason, by giving DISTRICT at least sixty (60) days prior written notice.

## SECTION 6. Removal of Improvements and Restoration of the RIGHT OF WAY

6.1 Upon the expiration of this AGREEMENT, or upon the earlier termination of CITY'S use of the RIGHT OF WAY, DISTRICT may, in its sole discretion, provide a written notice to CITY to remove all or any portion of the PROJECT located within the RIGHT OF WAY, and to restore the RIGHT OF WAY to a condition similar to or better than that which existed on the effective date of this AGREEMENT (including sealing off the diversion inlet). If DISTRICT provides such notice, CITY shall comply with said notice within a reasonable time, but in no event exceeding one hundred eighty (180) days from the date of the notice or such longer period as may be mutually agreed to by the PARTIES.

6.2. Prior to commencing the removal of any improvements within the RIGHT OF WAY, CITY shall apply for and obtain a permit for the removal activities from the County of Los Angeles Department of Public Works, Land Development Division, Permits and Subdivisions Section.

6.3. If CITY fails to comply with DISTRICT'S notice referred to in subsection 6.1, DISTRICT may, in its sole discretion, determine to remove any or all improvements referenced in DISTRICT'S notice to CITY.

6.4. If DISTRICT removes any improvements pursuant to subsection 6.3, DISTRICT shall submit a billing invoice to CITY indicating the costs and expenses reasonably incurred by DISTRICT relating to the removal of the improvements and CITY shall reimburse DISTRICT all such costs and expenses within thirty (30) days of CITY's receipt of a billing invoice from DISTRICT. Reasonably incurred costs and expenses, include but are not limited to, planning, design, removal and restoration activities, regulatory compliance and mitigation measures.

6.5. Notwithstanding any other provision in this Section 6, any improvements that were completed as part of PROJECT that were required as a condition of any environmental permit, including but not limited to, invasive species removal, habitat restoration, and habitat creation, shall not be restored to pre-PROJECT conditions.

## SECTION 7. Indemnification and Release

7.1. CITY shall indemnify, defend, and hold harmless DISTRICT, the County of Los Angeles, and their respective officers and employees from and against any claims, demands, liability, damages, costs and expenses, including, without limitation, attorney fees and costs of litigation and claims involving bodily injury, death or personal injury of any person or property damage of any nature whatsoever, arising out of or is in any way connected to the construction operation, maintenance, repair, modification, or removal of the PROJECT or any portion thereof, except to the extent caused by the negligence or willful misconduct of

DISTRICT, the County of Los Angeles, or their respective officers, employees or contractors.

7.2. CITY releases DISTRICT and waives all rights to damages for any loss, costs, or expenses CITY may sustain because of any damage to, or destruction of the PROJECT or any portion thereof, attributable to flood or storm waters, or any other runoff tributary to the RIGHT OF WAY.

SECTION 8. Notices

8.1 Any correspondence, communication, or contact concerning this AGREEMENT, and all notices that are to be given or that may be given by either the DISTRICT of the CITY shall be directed to the following:

Los Angeles County Flood Control District  
Department of Public Works  
Stormwater Planning Division, 11th Floor  
900 South Fremont Avenue  
Alhambra, CA 91803-1331  
Attention: Daniel J. Lafferty  
Phone No.: (626) 458-4300  
Fax: (626) 457-1526

City of Lakewood  
City Clerk  
5050 Clark Avenue  
Lakewood, CA 90712  
Phone No.: (562) 866-9771 Ext. 2500  
[LRapp@lakewoodcity.org](mailto:LRapp@lakewoodcity.org)

The PARTIES shall promptly notify each other of any change of the contact information specified in this Section 8.1, including personnel changes.

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AGREEMENT NO. 003398  
PROJECT 181-9, LOS CERRITOS  
UNIT 3, LINE A

IN WITNESS WHEREOF, DISTRICT and CITY have caused this AGREEMENT to be executed by their respective duly authorized officers, by DISTRICT on \_\_\_\_\_, 2018; by CITY on \_\_\_\_\_, 2018.

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

By \_\_\_\_\_  
Chief Engineer

APPROVED AS TO FORM:

MARY C. WICKHAM  
County Counsel

By: \_\_\_\_\_  
Deputy

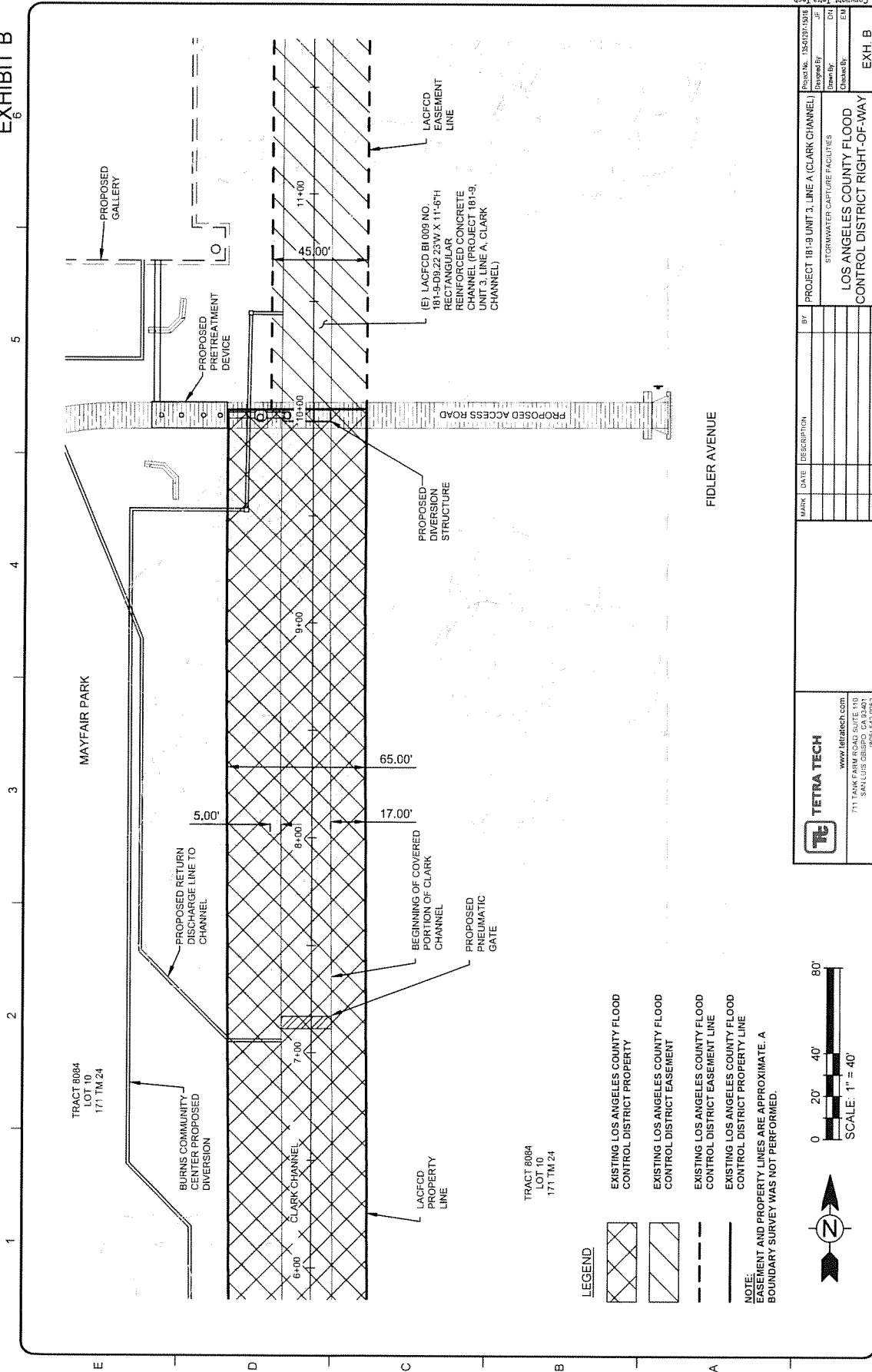
CITY OF LAKEWOOD

By: \_\_\_\_\_  
City Mayor

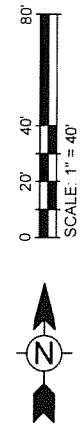
APPROVED AS TO FORM:

By: \_\_\_\_\_  
City Attorney





- LEGEND**
- EXISTING LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPERTY
  - EXISTING LOS ANGELES COUNTY FLOOD CONTROL DISTRICT EASEMENT
  - EXISTING LOS ANGELES COUNTY FLOOD CONTROL DISTRICT EASEMENT LINE
  - EXISTING LOS ANGELES COUNTY FLOOD CONTROL DISTRICT PROPERTY LINE
- NOTE:**  
EASEMENT AND PROPERTY LINES ARE APPROXIMATE. A BOUNDARY SURVEY WAS NOT PERFORMED.



**TETRA TECH**  
www.tetrattech.com  
711 TANK FARM ROAD SUITE 110  
SAN LUIS OBISPO, CALIFORNIA 95050-5424

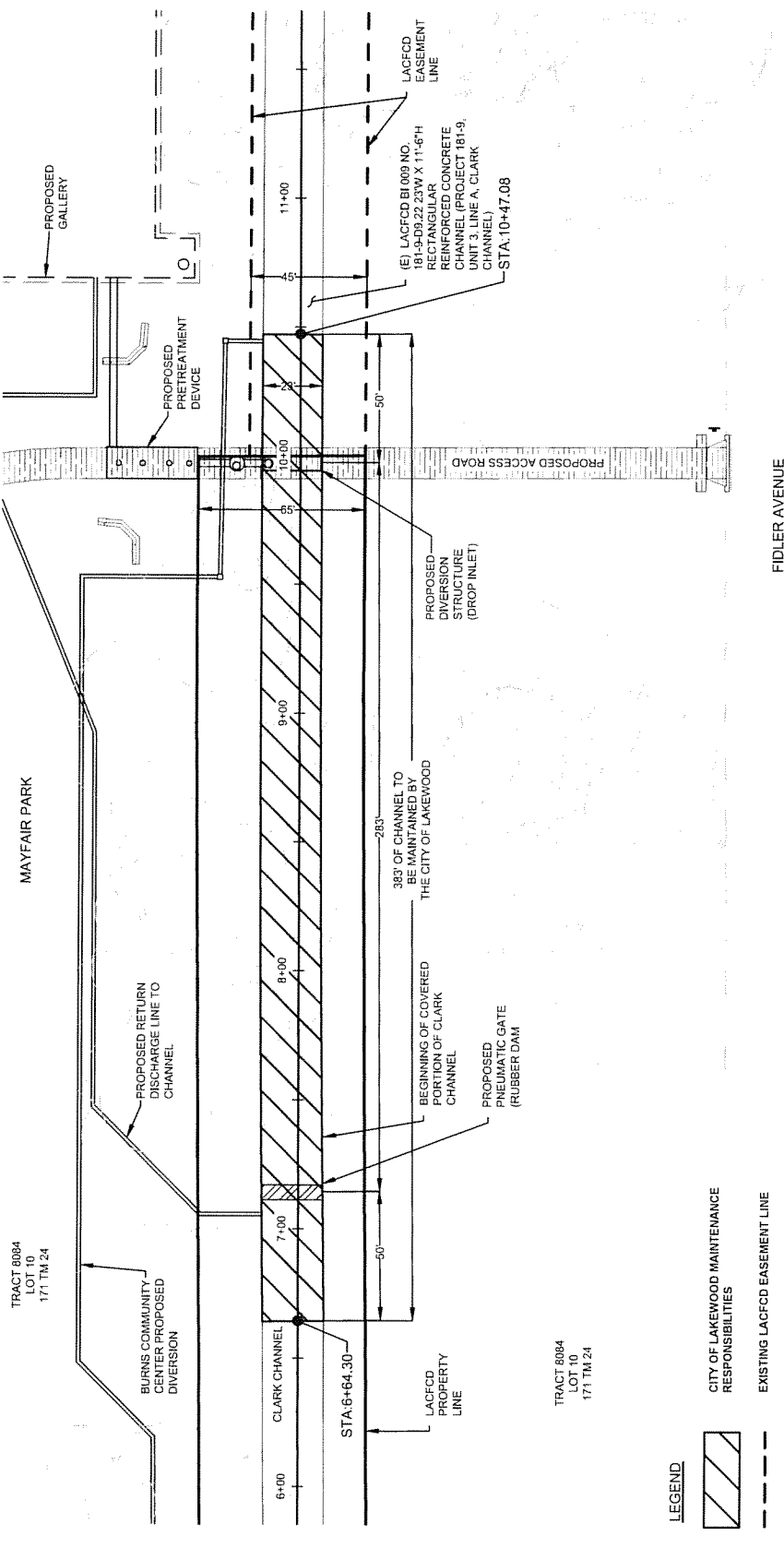
MARK	DATE	DESCRIPTION

BY: \_\_\_\_\_




PROJECT 181-9 UNIT 3, LINE A (CLARK CHANNEL)  
STORMWATER CAPTURE FACILITIES  
LOS ANGELES COUNTY FLOOD CONTROL DISTRICT RIGHT-OF-WAY

EXH. B

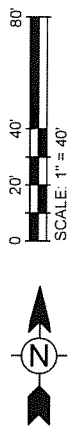





**LEGEND**

-  CITY OF LAKEWOOD MAINTENANCE RESPONSIBILITIES
-  EXISTING LACFCD EASEMENT LINE
-  EXISTING LACFCD PROPERTY LINE

**NOTE:**  
PROPERTY LINES AND EASEMENT LINES ARE APPROXIMATE.  
A BOUNDARY SURVEY WAS NOT PERFORMED



 <b>TETRA TECH</b> www.tetratech.com 711 TANK FARM ROAD SUITE 110 SAN LUIS OBISPO, CA 95071 (805) 474-9921		PROJECT 181-9, UNIT 3, LINE A (CLARK CHANNEL) STORMWATER CAPTURE FACILITIES MAINTENANCE RESPONSIBILITIES	Project No. 1501217-0518 Prepared By: JF Drawn By: DN Check By: EM EXH. C
MARK	DATE	DESCRIPTION	BY

Bar Measures 1 inch