

STATE OF CALIFORNIA
THE RESOURCES AGENCY
THE CENTRAL VALLEY FLOOD PROTECTION BOARD

PERMIT NO. 19513 BD

This Permit is issued to:

California Department of Parks and Recreation (State Parks)
22708 Broadway Street
Columbia, California 95223

To breach Unit 2 and Unit 25 levees within the boundaries of the Lower San Joaquin Levee District (LSJLD) at three locations, to remove three sections of levee approximately 644, 2,667, and 622 feet long, respectively, to place removed levee material within the Great Valley Grasslands State Park (Park), and to plant native vegetation at the levee removal sites as part of the Great Valley Grasslands Floodplain Restoration Project (Project).

The project is located approximately 1.4 miles west from where State Route 165 (Lander Ave) crosses the San Joaquin River, within the Park, at 37.28804°N 120.87489°W, LSJLD, San Joaquin River Designated Floodway, Merced County.

NOTE: Special Conditions have been incorporated herein which may place limitations on and/or require modification of the proposed project as described above.

(SEAL)

Dated: 12/22/2020

Leslie M. Gallagher
Executive Officer

GENERAL CONDITIONS:

ONE: This permit is issued under the provisions of Sections 8700 – 8723 of the Water Code.

TWO: Only work described in the subject application is authorized hereby.

THREE: This permit does not grant a right to use or construct works on land owned by the Sacramento and San Joaquin Drainage District or on any other land.

FOUR: The approved work shall be accomplished under the direction and supervision of the Central Valley Flood Protection Board (Board) or the California Department of Water Resources (DWR), and the permittee shall conform to all requirements of the Board or DWR.

FIVE: Unless the work herein contemplated shall have been commenced within one year after issuance of this permit, the Board reserves the right to change any conditions in this permit as may be consistent with current flood control standards and policies of the Board.

SIX: This permit shall remain in effect until revoked. In the event any conditions in this permit are not complied with, it may be revoked on 15 days' notice.

SEVEN: It is understood and agreed to by the permittee that the start of any work under this permit shall constitute an acceptance of the conditions in this permit and an agreement to perform work in accordance therewith.

EIGHT: This permit does not establish any precedent with respect to any other application received by the Board.

NINE: The permittee shall, when required by law, secure the written order or consent from all other public agencies having jurisdiction.

TEN: The permittee is responsible for all personal liability and property damage which may arise out of failure on the permittee's part to perform the obligations under this permit. If any claim of liability is made against the State of California, or any departments thereof, the United States of America, a local district or other maintaining agencies and the officers, agents or employees thereof, the permittee shall defend and shall hold each of them harmless from each claim.

ELEVEN: The permittee shall exercise reasonable care to operate and maintain any work authorized herein to preclude injury to or damage to any works necessary to any plan of flood control adopted by the Board or the Legislature, or interference with the successful execution, functioning or operation of any plan of flood control adopted by the Board or the Legislature.

TWELVE: Should any of the work not conform to the conditions of this permit, the permittee, upon order of the Board, shall in the manner prescribed by the Board be responsible for the cost and expense to remove, alter, relocate, or reconstruct all or any part of the work herein approved.

SPECIAL CONDITIONS FOR PERMIT NO. 19513 BD

LIABILITY AND INDEMNIFICATION

THIRTEEN: The permittee shall defend, indemnify, and hold harmless the Board and the State of California, including its agencies or departments thereof, including but not limited to, any and all boards, commissions, officers, agents, employees, and representatives (Indemnitees), against any and all claims, liabilities, charges, losses, expenses, and costs including the State's attorneys' fees (Liabilities), that may arise from, or by reason of: (1) any action or inaction by the Indemnitees in connection with the issuance or denial of any permit, lease, or other entitlement; (2) as a result of approvals or authorizations given by the Board to the permittee pursuant to, or as a result of, permittee's permit application; (3) provisions of the issued permit or lease, provisions of CEQA, an environmental document certified or adopted by the Board related to the permit application, or any other regulations, requirements, or programs by the State, except for any such Liabilities caused solely by the gross negligence or intentional acts of the State or its officers, agents, and employees.

FOURTEEN: Permittee shall reimburse the Board in full for all reasonable costs and attorneys' fees, including, but not limited to, those charged to it by the California Office of Attorney General, that the Board incurs in connection with the defense of any action brought against the Board challenging this permit or any other matter related to this permit or the work performed by the State in its issuance of this permit. In addition, the permittee shall reimburse the Board for any court costs and reasonable attorneys' fees that the Board/Indemnitees may be required by a court to pay as a result of such action. The permittee may participate in the defense of the action, but its participation shall not relieve it of its obligations under the conditions of this permit.

FIFTEEN: The Board, DWR, and the Lower San Joaquin Levee District (LSJLD) shall not be held liable for any damages to the Project site resulting from releases of water from reservoirs, flood fight, operation, maintenance, inspection, or emergency repair.

AGENCY CONDITIONS

SIXTEEN: All work approved by this permit shall be in accordance with the submitted drawings and specifications dated October 2020 except as modified by special permit conditions herein. No further work, other than that approved by this permit, shall be done in the area without prior approval of the Board.

SEVENTEEN: Permittee shall pay to the Board, an inspection fee(s) to cover inspection cost(s), including staff and/or consultant time and expenses, for any inspections before, during, post-construction, and regularly thereafter as deemed necessary by the Board.

EIGHTEEN: The Board will conduct routine inspections of the permitted Project periodically, at regular intervals, at the Board's discretion. The Board will notify the permittee in advance of the planned routine inspection and will impose an inspection fee for each inspection.

NINETEEN: In the event that levee or bank erosion injurious to the Adopted Plan of Flood Control occurs at or adjacent to the Project site, the permittee shall repair the eroded area and propose measures, to be approved by the Board, to prevent further erosion.

TWENTY: The permittee shall be responsible for the repair of any damages to the remaining project levees, channel, banks, floodway, or other flood control facilities due to construction, or operation of the proposed Project.

TWENTY-ONE: Correspondence was received from the Department of the Army (U.S. Army Corps of Engineers, Sacramento District) dated September 28, 2020, signifying that the District Engineer has no comments or recommendations regarding flood control because the proposed project does not affect a federally constructed project.

TWENTY-TWO: The permittee agrees to notify any new property owner(s) that they are required to submit a permit Name Change request form to the Board upon completion of the sale. The new owner(s) will be required to comply with all permit conditions. Name Change forms are available at <http://cvfspb.ca.gov/>

TWENTY-THREE: The Board reserves the right to add additional, or modify existing, conditions when there is a change in ownership and/or maintenance responsibility of the work authorized under this permit.

PRE-CONSTRUCTION

TWENTY-FOUR: Upon receipt of a signed copy of the issued permit the permittee shall contact the Board by telephone at (916) 574-0609 to schedule a preconstruction conference with the inspector who is assigned to the project. Failure to do so at least 10 working days prior to start of work may result in a delay of the project.

CONSTRUCTION

TWENTY-FIVE: No construction work of any kind shall be done during the flood season from November 1 to July 15 without prior approval of the Board. Failure to submit a Time Variance Request to the Board at least 10 working days prior to the start of work may result in a delay of the project.

TWENTY-SIX: No other material stockpiles, temporary buildings, or equipment than that approved by this permit shall remain in the San Joaquin River Designated Floodway during the flood season from November 1 to July 15.

TWENTY-SEVEN: All cleared trees and brush shall be completely burned or removed from the San Joaquin River Designated Floodway, and downed trees or brush shall not remain in the San Joaquin River Designated Floodway during the flood season from November 1 to July 15.

POST-CONSTRUCTION

TWENTY-EIGHT: All debris generated by this project shall be properly disposed of outside the San Joaquin River Designated Floodway.

OPERATIONS AND MAINTENANCE

TWENTY-NINE: The permitted Project shall not interfere with the operation and maintenance of the Lower San Joaquin River Flood Control Project. If the permitted Project is determined by any agency responsible for operation or maintenance of the flood control project to interfere, the permittee shall be required, at permittee's cost and expense, to modify the Project within 30 days of being notified in writing by the Board. In the event of an emergency a shorter timeframe may be required. If the permittee does not comply, the Board, or a designated agency or company authorized by the Board, may modify the Project at the permittee's expense.

THIRTY: Any vegetative material, living or dead, that interferes with the successful execution, functioning, maintenance, or operation of the Adopted Plan of Flood Control must be removed by the permittee at permittee's expense upon request by the Board, or local maintaining agency. If the permittee does not remove such vegetation or trees upon request, the Board reserves the right to remove such at the permittee's expense.

CHANGE IN PLAN OF FLOOD CONTROL

THIRTY-ONE: The permittee may be required, at permittee's cost and expense, to remove, alter, relocate, or reconstruct all or any part of the permitted Project if in the discretion of the Board the removal, alteration, relocation, or reconstruction is necessary as part of or in conjunction with any present or future flood control plan or project or if the project is not maintained or is damaged by any cause. The permittee shall modify the Project within 30 days of being notified in writing by the Board. In the event of an emergency a shorter timeframe may be required. If the permittee does not comply the Board will remove or modify the Project at the permittee's expense.

END OF CONDITIONS