

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CA 92123



LAKE or STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2020-0177-R5
UNNAMED TRIBUTARY

LOS ANGELES COUNTY DEPARTMENT OF PUBLIC WORKS
ROOSEVELT – AVENUE E FROM 130TH STREET EAST TO 140TH STREET EAST

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Los Angeles County Department of Public Works (Permittee) as represented by Ed Dingman.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on August 25, 2020, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the project in accordance with the Agreement.

PROJECT LOCATION

The project is located at the East Avenue E at mile markers 13.02 and 13.49 within two unnamed tributaries to Roger Dry Lake, in the unincorporated community of Roosevelt, in the County of Los Angeles, State of California. The proposed project activities would occur in conjunction with roadway pavement reconstruction of East Avenue E between 130th Street East and 140th Street East. The project can be located at: Latitude 34.763580 (Decimal Degrees), Longitude -117.890489 (Decimal Degrees); United States Geological Survey 7.5 Minute Quad Map Redman T8N R10W Sec 24 and 25 San Bernardino meridian.

PROJECT DESCRIPTION

On August 25, 2020, the Permittee submitted the Notification proposing removal of two existing culverts and installation of two new culverts at the same location. On

September 29, 2020, the Permittee notified CDFW that some of the Project activities described in the original Notification had already begun. Specifically, on June 6, 2020, the Permittee removed the two existing culverts without authorization from CDFW pursuant to Fish and Game Code section 1600 *et seq.*

The current project is now limited to the installation of two replacement culverts. The two culverts are located along East Avenue E at mile markers 13.02 and 13.49. The intended purpose of this project is to replace two deteriorated culverts and provide unimpeded stormflow.

The proposed work at mile marker 13.02 will include the installation of a culvert composed of two 20-inch-high by 28-inch-wide arch (squash) by 75-foot-long corrugated metal pipes. Excavated material (approximately 48 cubic yards) will be backfilled during culvert replacement. The proposed replacement includes construction of new 15-foot-long by 4.5-foot-high headwalls.

The proposed work at mile marker 13.49 will include the installation of a culvert composed of two 20-inch-high by 28-inch-wide arch (squash) by 68-foot-long corrugated metal pipes. Excavated material (approximately 54 cubic yards) will be backfilled during culvert replacement. The proposed replacement includes construction of new 15-foot-long by 4.5-foot-high headwalls.

Equipment expected to be utilized throughout project activities include loaders, excavators, and haul trucks. The total impact area within the project work areas at mile markers 13.02 and 13.49 measures approximately 1.27 acres. This impact footprint includes approximately 0.03 acres allscale scrub, 0.01 acres disturbed allscale scrub, 0.79 acres disturbed habitat, and 0.45 acres developed land cover.

Project work as authorized by this Agreement is limited to the project work areas illustrated in Exhibit 1 and Exhibit 2, and detailed in Exhibit 3.

PROJECT IMPACTS

Existing fish or wildlife resources the project could have substantially adversely affect include: **Birds:** golden eagle (*Aquila chrysaetos*), burrowing owl (*Athene cunicularia*); Swainson's hawk (*Buteo swainsoni*); mountain plover (*Charadrius montanus*); Le Conte's thrasher (*Toxostoma lecontei*); **Mammals:** Townsend's big-eared bat (*Corynorhinus townsendii*); Mohave ground squirrel (*Xerospermophilus mohavensis*); **Plants:** Lancaster milk-vetch (*Astragalus preussii* var. *laxiflorus*); alkali mariposa-lily (*Calochortus striatus*); desert cymopterus (*Cymopterus deserticola*); Rosamond eriastrum (*Eriastrum rosamondense*); Barstow woolly sunflower (*Eriophyllum mohavense*); sagebrush loeflingia (*Loeflingia squarrosa* var. *artemisiarum*); California alkali grass (*Puccinellia simplex*); Joshua tree (*Yucca brevifolia*); **Reptiles:** desert tortoise (*Gopherus agassizii*); **Natural Communities/Habitats:** allscale scrub; creosote bush scrub; and all other aquatic and wildlife resources in the area.

The adverse effects the project could have on the fish or wildlife resources identified above include: change in composition of channel materials, change in channel cross-section (confinement or widening); debris transport impedence (from culverts and bridges); colonization by exotic plant or animal species in ongoing impacted and disturbed areas; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and terrestrial wildlife during the work term; and noise disturbances from project activities.

The project will impact no more than 1.27 acres of habitat, including allscale scrub, disturbed allscale scrub, disturbed habitat, and developed land cover due to excavation, ground disturbance, vehicle traffic, machinery traffic, foot traffic, culvert installation, and backfilling.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Personnel Compliance. If the Permittee or any employees, agents, contractors and/or subcontractors violate any of the terms or conditions of this Agreement, all work shall terminate immediately and shall not proceed until CDFW has taken all of its legal actions.

- 1.6 Pre-Work Briefing. A pre-work meeting/briefing shall be held involving all the workers, contractors, and subcontractors concerning the conditions in this Agreement.
- 1.7 Project Documentation. All documentation required by CDFW and/or referenced in this Agreement shall be submitted to the CDFW Regional Office for the South Coast Region. In addition, an electronic version of this documentation shall be simultaneously emailed to CDFW using the following: R5LSACompliance@wildlife.ca.gov. When any documentation is submitted, it should reference this document using Agreement Number 1600-2020-0177-R5.
- 1.8 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's monitoring and reporting efforts.
- 1.9 Designated Biologist. Prior to initiating ground- or vegetation-disturbing activities, the Permittee shall submit to CDFW for review and approval a list of biological monitors (Designated Biologists) that will be involved with the project. The list shall include their names, qualifications, experience, and contact information. Designated Biologists shall: (a) be knowledgeable and experienced in the biology and natural history of local plant and wildlife resources; (b) be able to identify resources that are or have the potential to be present at the project area; (c) have previous biological monitoring experience on construction projects; (d) for any required nesting bird surveys, the biologist must have at least 3 years of field experience conducting general and protocol level surveys related to finding nests and monitoring them for the specific purpose of determining breeding status, egg incubation, chick maturity, and estimating fledge date; and (e) have at least 3 years of field experience and/or certifications for conducting protocol and focused surveys for species that may be present in the project area.
- 1.10 Designated Biologist – Monitoring. A Designated Biologist shall be on-site to monitor all project activities that include vegetation and sediment removal and work within surface water.
- 1.11 Designated Biologist – Responsibilities. A Designated Biologist shall also be responsible for: (a) being present at the work site, on randomly selected days, to survey the work area immediately prior to the start of work on that given day; (b) identify safe and pre-determined relocation areas suitable for the host of species that may need to be moved out of harm's way; (c) have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources; (d) educate the contractors and equipment operators regarding the conditions of this Agreement; (e) install exclusionary devices, if and where necessary, to prevent the

migration of species into the work area(s); and, (f) conduct an environmental education program as detailed below.

- 1.12 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all project personnel entering the project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute wallet-sized cards or a fact sheet for workers to carry on-site that contains this information and pertinent project contacts. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

Species Protection

- 2.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following: A species fully protected under state law; a candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA; Fish & G. Code § 2050 *et seq.*) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 *et seq.*); A state-listed rare plant species; Or any other species for which take is prohibited under state or federal law. The following species are known to occur near the Project location and are subject to CESA: Joshua tree, Mohave ground squirrel, and desert tortoise.
- 2.2 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in "take," as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee may request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service would be required to receive take authority for federal threatened and endangered species.
- 2.3 Pre-Work General Biological Surveys. Permittee shall have a Designated Biologist conduct a single pre-project survey of each culvert work area within a five-day

period prior to the start of work. Pre-project surveys shall include: (a) general surveys for botanical and wildlife resources with the potential to occur within and adjacent to the project areas; (b) culverts, construction materials, and work areas shall be surveyed for the presence of bats; (c) the identification of burrows or nests which, if present, should be recorded, mapped, and monitored, (d) work areas with flowing or standing water shall be surveyed for the presence of aquatic species that may be impacted by project activities.

- 2.4 Notification to the California Natural Diversity Database. If any Protected Species are observed in project surveys, the Designated Biologist shall have responsibility to submit a California Native Species Field Survey Form and survey map to be submitted to the California Natural Diversity Database within 5 working days of the sightings. The form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB>. Instructions for completing and submitting the form are available at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.
- 2.5 Pre-Work Survey Letter Report. Pre-work survey results shall be summarized in a brief letter report and submitted to CDFW for review no later than 48 hours prior to the start of maintenance activities. Survey results shall be sent to CDFW at R5LSACompliance@wildlife.ca.gov as soon as the surveys are completed. Sensitive species, sensitive habitats, relocation areas, and other notable sightings or survey information shall also be recorded on a map and submitted to CDFW as part of the survey report. If sensitive species are observed during the surveys, Permittee shall contact CDFW immediately to discuss if and how work may proceed.
- 2.6 Take of Nesting Birds. Permittee shall not remove or otherwise disturb vegetation on the project site from January 1 to September 15, to avoid impacts to breeding/nesting birds.
- 2.7 Bat Protection. Prior to project activities modifying or extending culverts, the site shall be surveyed for bats by a Designated Biologist. If bats are found, there shall be no further disturbance to the culvert until CDFW has been consulted. CDFW reserves the right to provide additional provisions to this agreement designed to protect nesting/roosting bats.
- 2.8 Golden Eagle. The golden eagle is a fully protected species. CDFW is not permitted to authorize any take of this species. Permittee shall have a Designated Biologist conduct a visual survey for golden eagle within the work area and adjacent 500-foot buffer zone prior to the start of work. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW prior to the start of work. If golden eagle are found, work shall halt until the species has left the project site and is determined to be out of harm's way.
- 2.9 Joshua Tree. Permittee shall have a Designated Biologist conduct a survey for Joshua tree within the work area and adjacent 500-foot buffer zone prior to the

start of work. Focused surveys should determine presence/absence and location of all emergent, live, or dead Joshua trees. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW prior to the start of work. If Joshua trees are found, there shall be no further disturbance to the culvert until CDFW has been consulted. No take of Joshua tree is permitted under this Agreement.

- 2.10 Mohave Ground Squirrel. Permittee shall have a Designated Biologist conduct a focused survey for Mohave ground squirrel burrows and/or sign within the project area no more than two (2) weeks prior to the start of work. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW prior to the start of any ground-disturbing or vegetation removal work. If any Mohave ground squirrel is found during the focused survey, Permittee shall immediately halt all work and contact CDFW to coordinate further permitting. No take of Mohave ground squirrel is permitted under this Agreement.
- 2.11 Desert Tortoise. Permittee shall have a Designated Biologist conduct a focused survey following U.S. Fish and Wildlife Service (USFWS) protocol for desert tortoise within the project area no more than two (2) weeks prior to the start of work. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW prior to the start of any ground-disturbing or vegetation removal work. If any desert tortoise is found during the focused survey, Permittee shall immediately halt all work and contact CDFW to coordinate further permitting. No take of desert tortoise is permitted under this Agreement.
- 2.11.1 Survey protocol for desert tortoise can be found at:
https://www.fws.gov/nevada/desert_tortoise/documents/manuals/MojaveDesertTortoisePre-projectSurveyProtocol_2019_v2.pdf
- 2.12 Burrowing Owl. Permittee shall have a Designated Biologist conduct a focused survey and burrowing owl habitat assessment consistent with the 2012 CDFW Staff Report for burrowing owl within the project area prior to the start of work. The 2012 CDFW Staff Report and survey protocol for burrowing owl can be found at:
<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline>.
- 2.12.1 Surveys shall be conducted by the Designated Biologist knowledgeable of burrowing owl habitat, ecology, and field identification of the species and burrowing owl sign at the appropriate time of day/dawn, during appropriate weather conditions, prior to the initiation of Project activities addressed by this Agreement. The assessment shall consist of walking the Project site to identify the presence of burrowing owl habitat. Burrowing owls use a variety of natural and modified habitats for nesting and foraging that is typically characterized by low growing vegetation. Burrowing owl habitat includes but is not limited to, short or sparse vegetation (at least at some time of year), presence of burrows, burrow surrogates or presence of fossorial mammal dens, well-drained soils, and abundant and available prey. Vegetation and features may include native and

non-native grassland, interstitial grassland with shrub lands, shrub lands with low density shrub cover, golf courses, drainage ditches, earthen berms, unpaved airfields, pastureland, dairies, fallow fields, and agricultural use areas. Burrowing owls typically use burrows made from fossorial (adapted for burrowing or digging) mammals such as ground squirrels or badgers, and often manmade structures such as earthen berms; cement culverts; cement, asphalt, rock, or wood debris piles; or openings beneath cement or asphalt pavement. Survey duration shall take into consideration the size of the property; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW prior to the start of any Project activities, including staging and site preparation.

- 2.12.2 If suitable burrowing owl habitat is found on site, Permittee shall have the Designated Biologist inspect all burrows that exhibit typical characteristics of owl activity (such as owls themselves, burrows, and owl sign at burrow entrances, including pellets, feces or other "ornamentation," feathers, prey remains, whitewash, etc.) no sooner than 3 days prior to any site preparation activities. If it is evident that the burrows are actively being used, Permittee shall install a no-disturbance buffer no less than 160 feet around each burrow during wintering months, 250 feet during breeding season, or alternatively delay Project activities until no sign is present that the burrows are being used by adult or juvenile owls. CDFW shall be notified in writing of any detection of active burrows prior to the start of Project activities, including site preparation and staging. Notification over Email is acceptable.
- 2.12.3 If burrowing owls are observed within the Project work area during Project activities, Permittee shall notify CDFW immediately. Further, Permittee shall be responsible for implementing appropriate avoidance and mitigation measures including, but not limited to, habitat avoidance, no-disturbance buffers, or other measures pre-approved by CDFW. The Designated Biologist shall monitor burrowing owl activity and increase buffers as needed to prevent disturbance and protect wintering owls.
- 2.13 Leave Wildlife Unharmd. If any wildlife is encountered during project activities, said wildlife shall be allowed to leave the project area unharmed. If any listed wildlife is encountered, Permittee shall contact the CDFW immediately.
- 2.14 Check for Wildlife in Construction Materials. Permittee shall have the Designated Biologist visually check all construction materials for the presence of wildlife sheltering within them prior to the start of each workday. Exclusionary devices shall be erected to prevent the migration into or the return of species into the work areas if determined appropriate and feasible by the Designated Biologist. Such exclusionary devices shall be checked by Designated Biologist on a daily basis to check/ensure continued exclusionary device effectiveness. Should CDFW

personnel visit the site during grading and initial impact activities and no Designated Biologist is available, construction activities shall be halted.

- 2.15 Check for Wildlife near Vehicles and Equipment. Permittee, contractors, subcontractors, employees, and site visits shall inspect their vehicles and equipment for the presence of wildlife prior to moving them. The Designated Biologist shall be contacted if any wildlife is detected near vehicles or equipment and is in danger of harm.
- 2.16 Escape Ramp in Trench. At the end of each workday, Permittee shall place an escape ramp at each end of the open trench to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees.

Habitat Protection

- 2.17 Stockpiled Vegetation Debris. Vegetation that is removed during project activities shall not be stockpiled in or near a stream channel, or in areas where it has the potential to enter a stream channel or drainage. If possible, and to be determined by the Permittee, native vegetation stockpiling may occur in upland and open space areas, where it will not impact native vegetation, and where wildlife can utilize these materials. Non-native vegetation shall be disposed of properly and not stockpiled.
- 2.18 Root Mass and Stump Retention. To provide future habitat, Permittee shall leave any native tree root mass on or adjacent to the stream banks.
- 2.19 Night Work Restriction. Permittee activities shall be limited to the period of daylight hours to limit disturbances on wildlife activity; no night work is authorized unless deemed an emergency as described within Fish and Game Code, Section 1610.
- 2.20 Demarcate Work Area Boundary. Permittee or Designated Biologist shall identify the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to the work limits. All persons employed or otherwise working on the project site shall be instructed about these restrictions. No paint or permanent discoloring agents shall be applied to rocks or vegetation to indicate limits of survey or construction activity where any sensitive biological resources occur. All temporary fencing and flagging shall be removed at the conclusion of construction activities.
- 2.21 Surface Water Work Restriction. Permittee activities shall be limited to conditions where no surface water is flowing or present within the Project work area. No work activities are permitted within the wetted channel. No dewatering or water diversions are permitted under this Agreement.

Turbidity and Siltation

- 2.22 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Any type of erosion control blanket or other product shall not use plastic and shall be weed-free. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.
- 2.23 Sediment and Runoff Control. Sediment from project-related activities shall not be placed in seasonally dry portions of the stream. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on adjacent dirt roads, cat tracks, or other work trails to control erosion.
- 2.24 Contaminated Site Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a flowing stream, dry ephemeral stream or into storm drains. Such water shall be settled, filtered, or otherwise treated prior to discharge back into the water body.
- 2.25 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation. The sediment may be transported to an on-site storage area. If an on-site storage area is used, it should be chosen in an already disturbed area where it will not impact native vegetation and sediment control devices installed. All excavated material is expected to be used to backfill the project work area after culvert installation in completed. Permittee shall recontour any disturbed ground to restore its original condition prior to habitat restoration activities detailed in Section 3 of this Agreement.

Pollution, Litter and Cleanup

- 2.26 Pollution Compliance. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.27 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.28 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

- 2.29 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash that Permittee places within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily.
- 2.30 Trash Receptacles. Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scraps, food wrappers, beverage and other miscellaneous trash generated by work force personnel.
- 2.31 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, wildlife, or riparian habitat resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.
- 2.32 Vehicle Use Prohibited in Water Covered Areas. Vehicles and equipment shall not be allowed to enter any water covered portion of a stream, lake, or basin where impacts can occur to aquatic species, aquatic vegetation, and similar habitat types. If vehicles require access in these areas, then prior approval shall be obtained from CDFW.
- 2.33 Staging and Vehicle Storage. Staging/storage areas for equipment and materials shall be located outside any stream or drainage channel. Equipment operation will be limited to the top of a stream bank whenever feasible.
- 2.34 Minimize Vehicle Parking. Vehicles may enter and exit the Work Area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.

Exotic Species Removal and Control

- 2.35 Decontamination of Project Equipment. Permittee shall inspect and decontaminate all tools, waders and boots, and other project-related equipment during maintenance activities by removing all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site and/or between each use in different waterbodies. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.36 Decontamination of Vehicles. Permittee shall perform decontamination of all large project-related vehicles and equipment with a hot water wash and dry in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas. Repeat

decontamination is required only if the vehicle is removed from the site, used within a different waterbody, and returned to the project site.

- 2.37 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.
- 2.38 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the project site is discovered during project activities by submitting a completed Invasive Species Sighting Report Form (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.
- 2.39 Invasive Plant Species. Permittee, shall remove invasive, non-native vegetation, such as Arundo (*Arundo donax*), tamarisk (*Tamarix* spp.), eucalyptus-immature <3" DBH (*Eucalyptus* spp.), pepper tree (*Schinus* spp.), castor bean (*Ricinus communis*), perennial pepperweed (*Lepidium latifolium*), tree of heaven (*Ailanthus altissima*), halogeton (*Halogeton glomeratus*), and pampas grass (*Cortaderia selloana*) from the work area and shall dispose of it in a manner and a location which prevents its re-establishment.
- 2.40 Exotics Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.
- 2.41 Herbicide Use and Application. All herbicide use conditions for mixing, application and clean-up shall conform to all applicable federal, state, and local regulations. No herbicides shall be used where threatened or endangered species occur, when wind velocities are above 5 miles per hour, or when nesting birds could be exposed. Nothing in this Agreement represents a pesticide use recommendation that allows for actions which conflict with pesticide use. Any application of herbicide shall be done by a licensed applicator in accordance with all applicable, federal, state, local laws and guidelines. All herbicides, surfactants, and other pesticides utilized within or adjacent to CDFW jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).

3. Mitigation Measures

To restore resources, due to adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Alteration of Streambed. If a stream channel has been altered during the Permittee's project-related activities, the streambeds low flow channel shall be returned, as nearly as possible, to pre-project conditions without creating a possible future bank erosion problem, or a flat wide channel or sluice-like area. The gradient of the streambed shall be returned to pre-project grade unless such operation is part of a restoration project; in which case, the change in grade must be approved by CDFW prior to impacts.
- 3.2 Habitat Restoration. Permittee shall restore 0.04 acres of allscale scrub (*Atriplex polycarpa* Shrubland Alliance) habitat on site. Habitat restoration shall include, but not be limited to, all vegetation disturbed by Project activities and areas shaded green and yellow in Exhibit 1 and Exhibit 2. Habitat restoration shall include, at a minimum: (a) reapplying previously grubbed or excavated material; (b) recontouring the land; (c) measures to alleviate soil compaction; (d) installation of locally-sourced native plant seed appropriate for allscale scrub (*Atriplex polycarpa* Shrubland Alliance) habitat on site; (e) annual restoration monitoring and reporting; and (f) corrective earthwork and/or restoration seeding as needed to address erosion. Restoration activities must be initiated within one year of project impacts unless otherwise approved by CDFW.
- 3.3 Restoration Monitoring. Restoration areas shall be monitored for progress and potential corrective actions over a three-year period. Monitoring shall include current photos showing changes to existing and restored vegetation, changes in invasive vegetation, and changes in erosion patterns. Potential corrective actions include additional installation of native plant seed appropriate for allscale scrub (*Atriplex polycarpa* Shrubland Alliance) habitat on site, invasive plant management, and minor earthwork and/or installation of sediment control measures to address erosion. Annual Restoration Monitoring Reports should include current photos, brief descriptions of current vegetation and erosion conditions, and descriptions of any remedial actions taken.
- 3.4 Native Plant Material. Plant material for any revegetation effort shall either be derived from local resources, salvaged from the work areas or, if obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart rot. Permittee shall submit a list of materials obtained from offsite and nursery sources for CDFW review.
- 3.5 Restoration for Unauthorized Impacts. Permittee shall restore at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. Restoration ratio may increase depending on the unauthorized impacts. In the event that additional

restoration is required, the type of restoration shall be determined by CDFW, and may include creation, restoration, enhancement, and/or preservation.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least five days prior to initiation maintenance activities. This notification shall also be sent to the e-mail address: R5LSACompliance@wildlife.ca.gov, and reference Agreement #1600-2020-0177-R5.
- 4.2 Reporting. All surveys, pre- and post-construction notifications, monitoring reports and any other required communication between the Permittee and CDFW shall be sent to the e-mail address: R5LSACompliance@wildlife.ca.gov, and reference Agreement #1600-2020-0177-R5.
- 4.3 Annual Restoration Monitoring Reports. Monitoring results and analysis of the restoration area shall be summarized on an annual basis and submitted to CDFW by January 1 of each year after restoration activities have commenced. The first report shall be submitted one year after restoration activities are initiated. Photos from designated photo stations shall be included as well as any recommendations to be implemented for the following monitoring year.
- 4.4 Final Restoration Monitoring Report. After the final monitoring year, if the restoration has met the success criteria identified in the restoration plan, CDFW shall request a site visit to determine if the restoration efforts are deemed complete. The restoration site should be free of trash and the irrigation infrastructure should be removed. If the restoration site is deemed successful by CDFW, documentation will be submitted to the Permittee to acknowledge this.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Ed Dingman
Los Angeles County Department of Public Works
900 S. Fremont Avenue
Alhambra, CA 91803
Phone: (626) 458-3933
edingman@dpw.lacounty.gov

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2020-0177-R5
Email: R5LSACompliance@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form

and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on October 15, 2025, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

The documents listed below are included as exhibits to the Agreement and incorporated herein by reference.

- A. Exhibit 1. Project work area for mile marker 13.02
- B. Exhibit 2. Project work area for mile marker 13.49
- C. Exhibit 3. Excerpt from Project design drawings showing culvert details

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

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

Ed Dingman

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Erinn Wilson
Environmental Program Manager I

Date

Prepared by: David T. Lin
Senior Environmental Scientist (Specialist)

EXHIBITS

Exhibit 1. Project work area for mile marker 13.02

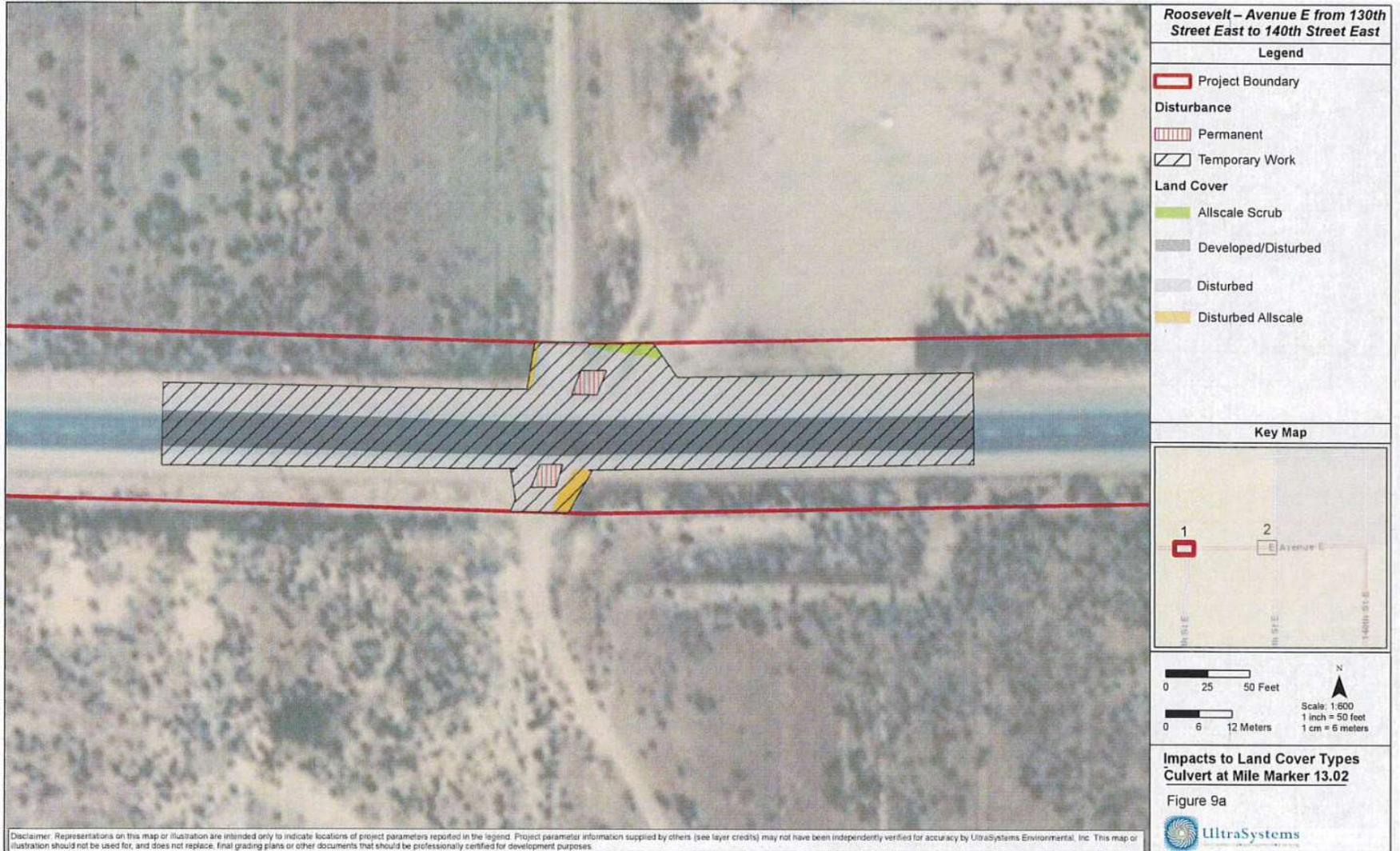


Exhibit 2. Project work area for mile marker 13.49

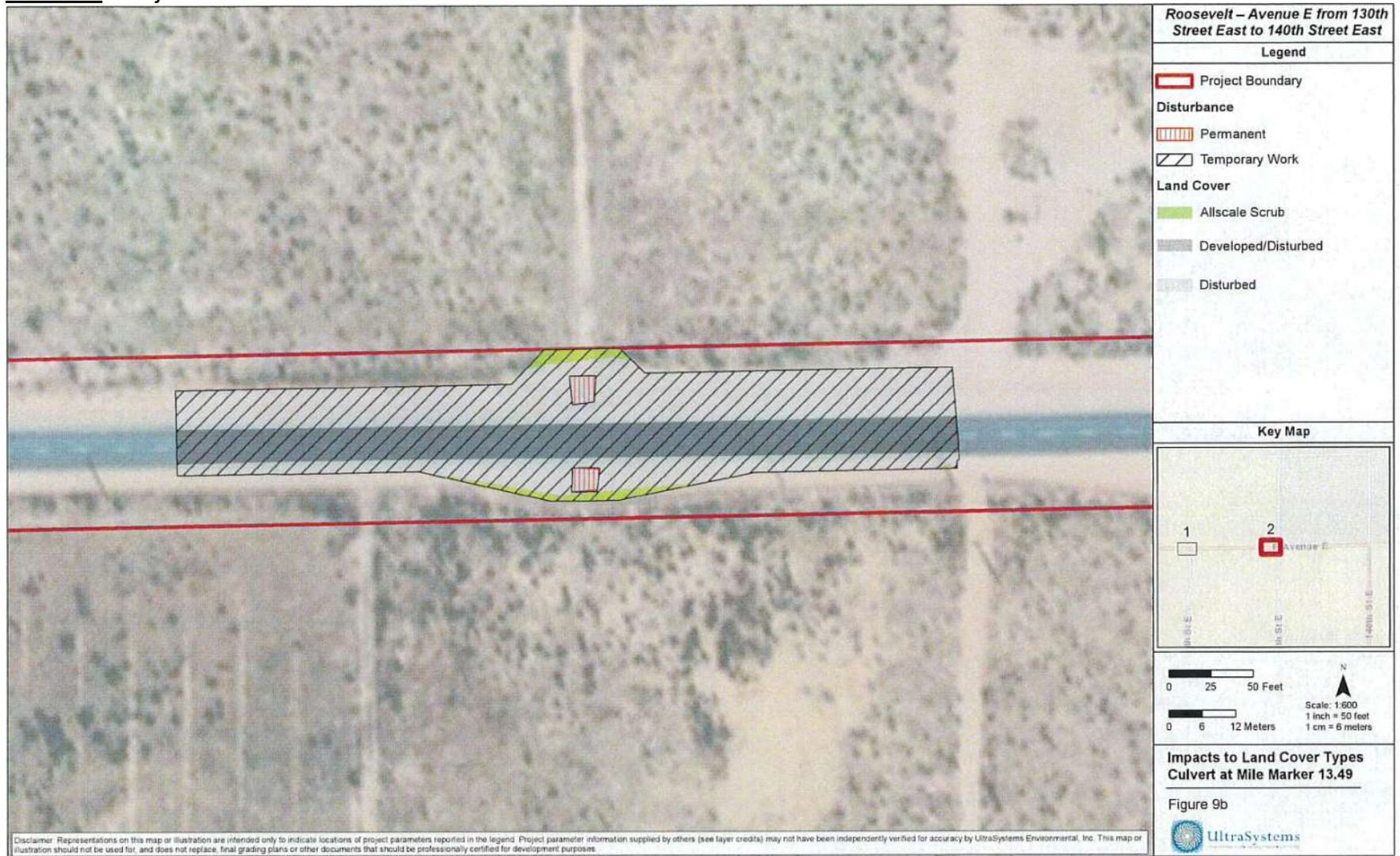


Exhibit 3. Excerpt from Project design drawings showing culvert details

