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

STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2020-0019-R5
VENTURA RIVER TRIBUTARY TO THE PACIFIC OCEAN

GLENN SHEPHARD
VENTURA COUNTY PUBLIC WORKS AGENCY - WATERSHED PROTECTION

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Ventura County Public Works Agency - Watershed Protection (Permittee) as represented by Glenn Shephard.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on January 9, 2020, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC 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 eight miles downstream of the Matilija Dam in the community of Oak View, Ventura County, California. The project site can be located using the following information: Latitude 34°39’97.50” N, Longitude 119°30’82.67” W; USGS 7.5 Minute Quadrangle Map Name Matilija, Township 4 North, Range 23 West.

PROJECT DESCRIPTION

The Santa Ana Bridge Replacement project (Project) is a component of the larger Matilija Dam Ecological Restoration Project (MDERP). The primary purpose of the Project is to improve stream flow capacity of the existing bridge by widening the riverbed from ~ 150 feet to ~ 230 feet, with an 80-foot maximum increase in stream width at the Santa Ana Boulevard crossing over the Ventura River. Overall, the new

bridge will result in an increase of 1.42 acres of stream bed and banks along the 915-foot project reach. The capacity under the new bridge will accommodate 100-year storm events. The new, wider bridge is designed to restore some of the natural channel capacity and morphology with improved stream flows, sediment transport, enhanced fish passage, habitat for steelhead and other native fish, reduce periodic channel maintenance, and facilitate natural ecosystem and geomorphic processes.

The new bridge will be slightly wider than the existing bridge to include a 6-foot sidewalk on the north side and 4-foot shoulders adjacent to both vehicle travel lanes. The existing 210-foot-long Santa Ana Boulevard Bridge will be replaced with a 350-foot-long, threespan cast-in-place or pre-stressed, concrete box girder bridge on a new upstream alignment. The existing bridge will remain open to traffic until after construction. As such, no temporary in-stream detour roads will be constructed. The new bridge will also include upgraded seismic safety features.

The west bank of the Ventura River, adjacent to the Santa Ana Boulevard Bridge, comprises the Permittee's Live Oak Levee facility. The west abutment for the new bridge will be constructed just north of the existing abutment within the Live Oak Levee facility. The west bank, including the existing abutment, is faced by a combination of rock and grouted rock. Grouted rock will be installed where the existing bridge abutment is located, as well as under and adjacent to the new bridge abutment. The abutment work areas total about 145 linear feet along the west bank and will tie into the existing Live Oak Levee facility. The remainder of the Live Oak Levee adjacent to the bridge work area will remain as ungrouted and will not be affected by construction.

The existing east bank abutments will be removed and replaced further east to widen the river bottom. Similarly, a downstream finger dike, which is used to keep the flow line of the river straight as it passes under the bridge and reduces sediment deposition, will be removed and reconstructed approximately 80 feet further east and extend about 80 feet downstream from its new location. New rock riprap will be placed along the east bank with 10feet of buried toe for scour protection both upstream and downstream of the new bridge.

The existing bridge is supported by two inverted T-shaped piers. The piers are approximately 25 feet tall and each tie into an approximately 2-feet deep by 11-feet wide horizontal pad footing that is roughly 10-15 feet below grade, for a total pier structure height of approximately 27 feet. The existing bridge piers and extensions will not be needed with the new pier design and will be demolished with the old bridge. The original pier footings will be left in place except for a portion of the footing for Pier 2 (approximately 8 square feet), which would be removed as required for Pier 2 cast-in-drilled-holes (CIDH) installation. The removal of the pier extensions will improve overall flow and provide some habitat benefit by removing the artificial flow conditions in the vicinity of the bridge.

The new bridge will be constructed with 30" CIDH piers for rock sockets at the bridge abutments and two 108-inch diameter (63 square feet) CIDH shafts which will extend approximately 85 feet below grade.

Construction staging will occur on private property just southeast of the bridge in upland areas. Temporary work areas include upland and in-stream areas. Recontouring of the river bottom will occur once all construction of the new bank and bridge components is completed and the old bridge has been demolished.

The bridge replacement site lies in a reach of the Ventura River that is naturally braided, and does not maintain a fixed, single thalweg. The design of the new bridge, including the placement of piles, is intended to allow natural migration of the braided channel (including the mobile and multiple-threaded thalweg) to the maximum extent possible within the wider river bottom. Due to frequent scour and dry conditions much of the year, this reach supports scattered, early successional mule fat (*Baccharis salicifolia*) scrub and early seral stages of alluvial terrace scrub. Once the bridge replacement construction is complete, the river channel will be graded to recontour the work area to remove potential obstructions to flow. Mule fat and other native species are expected to naturally recruit into the channel post construction. To boost natural recruitment in the riverbed, willow (*Salix ssp.*), western sycamore (*Platanus racemosa*), and mule fat plants or cuttings will be placed at the outer edge of the 5-foot maintenance zone while backfilling the trench for the northeast bank toe, and at the outer edge of the 15-foot maintenance zone along the southeast bank. Other areas to be planted include the upper northeast bank and the new east bank at the downstream end of the project area. These areas will be seeded with native upland shrubs and forbs following at least one grow/kill cycle to control non-native weeds. The restoration efforts of new and impacted stream and riparian habitats will be completed as approved by CDFW.

Equipment and machinery that will be used to complete the project include clamshells, bobcat tractors, dump trucks, front-end loaders, backhoes, light-duty pickup trucks, cranes, water trucks, hand operated power tools, and vibratory compactors. In addition, drilling auger machines and forklifts will be used to place falsework and a casing oscillator will likely be used for CIDH.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect based on information received from the Permittee include: **Reptiles:** western pond turtle (*Emys marmorata*); coast horned lizard (*Phrynosoma blainvillii*); coast patch-nosed snake (*Salvadora hexalepis virgultea*); two-striped gartersnake (*Thamnophis hammondii*); California legless lizard (*Anniella spp.*); **Amphibians:** California red-legged frog (*Rana draytonii*); **Fish:** southern California steelhead (*Oncorhynchus mykiss irideus*); **Birds:** least Bell's vireo (*Vireo bellii pusillus*); Anna's hummingbird (*Calypte anna*); California scrub-jay (*Aphelocoma californica*); American crow (*Corvus brachyrhyncos*); acorn woodpecker (*Melanerpes formicivorus*); California quail (*Callipepla californica*); house finch (*Haemorhous mexicanus*); burrowing owl (*Athene cunicularia*); **Mammals:** California ground squirrel (*Otospermophilus beecheyi*); pallid bat (*Antrozous pallidus*); big brown bat (*Eptesicus fuscus*); Yuma myotis (*Myotis yumanensis*); Mexican free-tailed bat (*Tadarida brasiliensis*); **Native Plants:** Miles' milk vetch (*Astragalus didymocarpus var. milesianus*); mesa horkelia (*Horkelia cuneata var. puberula*); pale-yellow layia (*Layia heterotricha*); white-veined monardella (*Monardella*

hypoleuca ssp. hypoleuca); holly leaf navarretia (*Navarretia atractyloides*); Ojai navarretia (*Navarretia ojaiensis*); Baja navarretia (*Navarretia peninsularis*); salt spring checkerbloom (*Sidalcea neomexicana*); late-flowered mariposa-lily (*Calochortus fimbriatus*); Ojai fritillary (*Fritillaria ojaiensis*); California satintail (*Imperata brevifolia*); chaparral nolina (*Nolina cismontane*); Sanford's arrowhead (*Sagittaria sanfordii*); fiddleneck (*Amsinckia sp.*); mulefat (*Baccharis salicifolia*); California buckwheat (*Eriogonum fasciculatum*); bedstraw (*Gallium aparine*); gilia (*Gilia sp.*); slender sunflower (*Helianthus annuus*); scale broom (*Lepidospartum squamatum*); laurel sumac (*Malosma laurina*); blazing stars (*Mentzelia sp.*); coast live oak (*Quercus agrifolia*); arroyo willow (*Salix lasiolepis*); red willow (*Salix laevigata*); black cottonwood (*Populus trichocarpa*); western sycamore; black sage (*Salvia mellifera*); cattail (*Typha sp.*); cocklebur (*Xanthium strumarium*); **Alliances:** Southern Coast Live Oak Riparian Forest; Southern Sycamore Alder Riparian Woodland; **Sensitive Natural Communities:** Southern California Steelhead Stream; and all other aquatic and wildlife resources in the area, including the riparian vegetation, which provides habitat for such species in the area.

The temporary adverse effects the project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; change in contour of bed, channel, or bank; change in gradient of bed, channel, or bank; change in composition of channel materials (large woody debris or substrate particle size); soil compaction or other disturbance to soil layer; restriction or increase in sediment transport; colonization by exotic plant or animal species; change to, loss, or decline of natural bed substrate; disruption to nesting birds and other wildlife; disturbance from project activity; and loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion protection materials etc.).

This Project is a critical component to the MDERP, which will substantially improve the aquatic habitat between the Matilija Dam to the Pacific Ocean. This component of the MDERP includes a work area of 5.13 acres of CDFW jurisdictional streambed and banks; temporary impacts total 4.47 acres, permanent impacts total 0.19 acre.

West bank permanent impacts include concrete placement on 100 linear feet of existing rock bank/toe protection and 40 feet of existing concrete and rock abutment to install and protect the new abutment from scour, totaling 0.15 acre. The new concrete bridge piers have a footprint of 0.003 acre in the river bottom. The east bank concrete components will comprise about 0.14 acre placed within what is currently upland outside of CDFW jurisdiction. The new bridge abutment flanked with concreted rock protection will be about 130 feet long. A new concrete access ramp constructed downstream of the eastern abutment will have about a 50 linear foot concrete footprint at the new riverbed (rectangle measured diagonally). In summary, within the 915-foot project reach, approximately 140 linear feet of the west bank (15%) and 180 linear feet (20%) of the new east bank will have concreted rock protection upon project completion. Riparian vegetation types totaling 1.79 acres of willow, mule fat, and alluvial scrubs will be removed during riverbed and bank grading. This impact will be offset by plantings at a 1:1 ratio and will be adaptively managed for at least five years. Natural recruitment is expected to occur throughout the Project in the widened riverbed (see Measures 3.0 –

3.6) for additional information). About 2.36 acres of open riverbed (cobble and open water) will be temporarily disturbed when regrading the riverbed work area. The vegetated (scrubs) and unvegetated riverbed (cobble, open water) total 4.15 acres and will increase by 0.52 acre to 4.67 acres post project.

The 1.27 acres of upland vegetation communities within the work area will also be removed during construction. About 0.95 acre of sumac scrub occurs west and east of the river, including in the upper cobble bank repaired by Ventura County Public Works Agency – Roads and Transportation Division following the 1998 storm damage. The latter area will be at least partially reconstructed and seeded with native shrubs (0.26 acre) as part of the project. The other sumac scrub areas will be removed to widen the river and regrade the western roadway. At the southern tip of the east bank, the 0.32 acre of grassland will be regraded to transition the bank south of the project to the new bank. About 0.05 acre of the grassland work area will be temporary and revegetated following project completion. Both of the upland revegetation types will be seeded, weeded, and monitored per the Revegetation Plan.

Existing rock bank protection, the finger dike, and an access ramp totaling about 1.07 on the east bank will be removed and largely replaced by new streambed, new bank protection, and the new bridge abutment within new CDFW jurisdiction.

Trees within CDFW jurisdiction were inventoried in December 2019. Native riparian tree species include 62 western sycamores, two black cottonwoods, three red willows, and four arroyo willows. All riparian trees occur along the toes of the riverbanks providing a narrow band of shade during the spring and summer months if surface water is present. The riparian trees will be removed during the construction activities primarily to construct the new buried bank toes and new bridge abutments.

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 On Site. 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-project briefing. A pre-project meeting/briefing shall be held involving all the contractors, subcontractors, and volunteers, concerning the conditions in this Agreement.

1.7 Notification Requirements. CDFW requires that the Permittee:

1.7.1 Immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified.

1.7.2 Immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's monitoring and reporting efforts.

1.7.3 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

1.8 Implementation Requirements. The agreed work includes activities associated with the Project Location and Project Description that is provided above. Specific work areas and mitigation measures are described on/in the plans and documents submitted by the Permittee with the Notification Package and shall be implemented as proposed unless directed differently by this Agreement.

1.9 Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for Designated Biologist. The Designated Biologist is an individual experienced with construction level biological monitoring and who is able to recognize species in the project area and who is familiar with the habits and behavior of those species. The Designated Biologist shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and

wildlife resources present at the project site. Permittee shall obtain CDFW's written approval of the Designated Biologist prior to conducting pre-project surveys. In addition, the Permittee's Inspector shall monitor and inspect implementation of the contractor's Best Management Practices (exclusionary devices, wildlife protection measures, etc.) included in the Project Plans, specifications, and permits. The Inspector shall defer to the Designated Biologist regarding all issues pertaining to vegetation, fish, and wildlife resources.

1.10 Designated Biologist Authority. The Designated Biologist shall 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. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW.

1.11 On-site Education. Permittee shall conduct a streambed orientation class for all persons employed or otherwise working on the project site (volunteers) prior to performing any work on-site. The orientation class shall discuss the importance of **NOT** harming or harassing native wildlife and damaging their habitat (breaking branches of the vegetation) and the different sensitive species that can be found within the Ventura River. Permittee shall educate the volunteers regarding restrictions of any markings placed (e.g., sensitive habitats, nesting bird buffer). Permittee shall include a discussion of invasive species and the importance to decontaminate shoes/boots (i.e., remove all visible soil/mud, plant materials, and animal remnants) prior to entering/exiting different waterbodies.

1.12 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: http://www.nws.noaa.gov.

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.

Aquatic and Terrestrial Species Specific Protection

2.1 Permittee Avoidance and Minimization Measures (AMMs). In addition to CDFW's Avoidance and Minimization Measures, the Permittee shall implement all biological mitigation measures, as applicable to the Project, from the Matilija Dam Ecosystem Restoration Feasibility Study Final EIS/EIR (2004) and all subsequent addenda applicable to this Agreement.

2.2 Sensitive Species Protection Plan (SSPP). For any special status species observed and/or known to occur within the project areas and may be impacted by project activities, the Permittee shall develop a SSPP for the protection of those species. The SSPP shall be approved by CDFW prior to potential impacts to that species. The SSPP should include but not be limited to, measures to identify and address the potential presence of western pond turtle; coast horned lizard; coast patch-nosed snake; two-striped gartersnake; California red-legged frog; southern California steelhead; least Bell's vireo; burrowing owl; and hoary bat. The SSPP shall include avoidance and minimization measures and relocation methods for the protection of these species.

2.3 Non-listed Special Status Species and other vertebrates. The Designated Biologist shall conduct surveys prior to work in all CDFW jurisdictional areas. These surveys shall be performed prior to each workday, unless authorized by CDFW. The Designated Biologist shall monitor during all vegetation removal and initial ground disturbance activities to monitor for non-listed special-status and/or common ground-dwelling vertebrates encountered in the path of project-related activities. The Designated Biologist shall make every effort to relocate the species out of harm's way to the extent feasible by doing one of the following: (1) utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area; (2) install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; and (3) capture/relocate species to appropriate habitat outside the disturbance area. The Designated Biologist shall have the authority to temporarily stop construction activities until the species is determined to be out of harm's way. Any exclusionary devices shall be routinely checked by the Designated Biologist or Permittee's Inspector (per the Plans and Specifications) on a daily basis to check/ensure continued exclusionary device effectiveness. Should CDFW personnel visit the site during vegetation removal and/or initial ground disturbance activities and no Designated Biologist is available, construction activities shall be halted If the Inspector encounters any potentially sensitive biological resource, work within 500 feet of the resource shall cease until the Designated Biologist has been consulted.

2.4 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 Endangered Species Act (ESA; 16 U.S.C. § 1531 *et seq*.); a species identified by CDFW as a Species of Special Concern (SSC); or any other species for which take is prohibited under state or federal law. No direct or indirect impacts shall occur to any protected species, except as may be authorized by a Natural Community Conservation Plan or one or more individual permits that authorize such impacts.

2.5 Incidental Take Permit. 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)], Permittee is advised to obtain appropriate take authorization [e.g., an

incidental take permit (ITP)] from CDFW. This Agreement does not authorize take of any rare, threatened or endangered species that may occur within or adjacent to the proposed work area, including red-legged frog, southern California steelhead, and least Bell's vireo. If there is a potential for take, the Permittee shall immediately consult 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 Ocean and Atmospheric Administration would be required to receive take authority for federal threatened and endangered species.

2.6 Observations of Protected Species and/or Rare Plant Species. If protected species or state-listed rare plant species are observed in the area, Permittee shall immediately notify and consult with CDFW for further actions. Please note that additional state permits may be required prior to commencing Project activities.

2.7 Notification to the California Natural Diversity Database. If any special status species are observed in project surveys, Permittee or designated representative shall submit California Natural Diversity Data Base (CNDDB) forms to the CNDDB for all preconstruction survey data within five (5) working days of the sightings and provide to CDFW's Regional office three (3) copies of the CNDDB forms and survey maps.

2.8 Check for Wildlife in Pipes/Construction Materials. For construction activities within CDFW jurisdiction, the Permittee shall have the Designated Biologist visually check sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the sections being placed in the trench and attached together, or shall have the ends capped while stored on site so as to prevent wildlife from entering. After attachment of the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped within the pipeline. 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 or Permittee's Inspector, as appropriate Such exclusionary devices shall be checked by Designated Biologist on a daily basis to check/ensure continued exclusionary device effectiveness.

2.9 Escape Ramp in Trench. To prevent entrapment of wildlife, Permittee shall ensure that all steep-walled trenches, auger holes, or other excavations are covered at the end of each day or completely fenced off at night in such a way that wildlife cannot become entrapped. For open trenches only, these may instead have wildlife escape ramps within the trench maintained at intervals of no greater than 100 feet. These ramps shall have a maximum slope not to exceed 2:1. The Designated Biologist or Permittee's Inspector shall inspect all trenches, auger holes, or other excavations a minimum of three times per day and immediately prior to backfilling.

2.10 Pre-Project Survey. The Permittee shall have a Designated Biologist conduct a pre-project survey no less than 5 workdays prior to start of work. If the survey yields information pertaining to any new resource impacts, CDFW shall be consulted immediately. Survey results including negative findings, analysis, and

recommendations, along with the field notes shall be provided to CDFW prior to commencing construction. These surveys are intended to record any general wildlife and botanical observations, determine the presence and activity of an SSC or any threatened or endangered species, document area of surface water, check bridges and/or culverts to determine if bats or birds are nesting/roosting, visually check pipes and construction materials for the presence of wildlife sheltering within them, and identify suitable relocation areas for any host of species that may need to be moved out of harm's way during work. Should any sensitive species be found during pre-project surveys and work must be done in identified areas during sensitive periods, the Permittee shall develop and implement a plan for the protection of these species. This plan shall be approved by CDFW prior to commencing work.

2.11 California Red-Legged Frog. The Designated Biologist shall conduct pre-project surveys for the California red-legged frog on the project site. Survey results shall be provided to CDFW prior to commencing project activities. Should any California red-legged frog be found within the project site, the Designated Biologist shall implement avoidance and minimization measures and relocation methods for the protection of these species.

2.11.1 A Designated Biologist, having the appropriate permits, and approved by the USFWS, shall be on site regularly during operations and shall survey for species prior to construction. Site visits by the Designated Biologist shall correspond with periods of potential for wildlife disturbance (such as initial clearing). If any species are found in the path of construction, the monitor shall relocate the species to a safe location. Relocation areas shall be identified prior to the start of construction and are subject to the Department's approval. If any species are found in the path of construction, the monitor shall relocate the species to a safe location. Exclusionary fencing shall be erected to prevent the migration into or the return of species into the work site. Field notes shall be kept and submitted to the Department after the first week of operations and upon completion of the project.

2.11.2 At least 15 days prior to the onset of activities, the Permittee shall submit the names(s) and credentials of biologists who will conduct activities specific to the following measures concerning the frog. Project activities will not begin until the Permittee has received approval from the Department to conduct work.

2.11.3 Only USFWS approved biologist are authorized to capture, handle, and monitor the California red-legged frog.

2.12 Special Status Reptiles – Protection. The Designated Biologist shall conduct a pre-project survey for western pond turtle, coast horned lizard, coast patch-nosed snake, and two-striped gartersnake on the Project site. Survey results shall be provided to CDFW prior to initiation of Project activities. Should any special status reptile be found within the Project site, the Permittee shall implement the SSPP plan for these species pursuant to Condition 2.2.

2.13 Roosting Bats. Pre-construction bat surveys shall be completed prior to Project construction. The Permittee shall retain qualified biologists to conduct comprehensive surveys for bats and bat habitat within the existing Santa Ana Boulevard Bridge and adjacent habitats within the work area. Daytime, dusk, and nighttime surveys with both visual and sonic methods will be used over a multi-day period during the breeding season/summer months. All bat species shall be identified, including any maternal colonies. A report with survey findings, impact analysis, and recommendations to minimize impacts to bats shall be prepared and provided to CDFW by September 30, 2020. The report shall also detail the bat roosting structures that will be mounted to the new bridge, monitoring, and success criteria. This report shall be approved by CDFW prior to project construction.

Nesting Bird Protection and Surveys

2.14 Least Bell's Vireo. Prior to initiation of project activities within riparian and wetland vegetated areas, five focused surveys following USFWS protocol for least Bell's vireo shall be conducted during the breeding season. No surveys are needed for least Bell's Vireo if work is conducted between September 16 and March 14, outside the breeding season. The physical extent of the survey area shall include all areas impacted by project activities and 500' buffer around those areas. Survey results shall be submitted in writing to CDFW for review.

2.14.1 Survey protocol for least Bell's vireo can be found at: http://www.fws.gov/pacific/ecoservices/endangered/recovery/documents/LeastBellsVireoQuals.pdf.

2.14.2 If least Bell's vireo is present, the following avoidance measures shall be implemented;

2.14.2.1 No construction shall take place between March 15 and September 15 within a 500 foot buffer from the edge of an active LBVI territory.

2.14.2.2 If least Bell's vireo is present and the avoidance measures identified above cannot be implemented, take may result, and an Incidental Take Permit (ITP) should be applied for and obtained from the CDFW. An ITP will include the following measures for minimization and mitigation: construction buffers, a biological monitor, sound walls, and habitat replacement. Additionally, the Permittee shall implement the SSPP plan for this species pursuant to Condition 2.2.

2.15 Burrowing Owl. Permittee shall inspect all burrows that exhibit typical characteristics of owl activity no sooner than three days prior to any site preparation activities. If it is evident that the burrows are actively being used, Permittee shall not commence activities until no sign is present that the burrows are being used by adults or juvenile owls.

2.15.1 Survey for Burrowing Owls Prior to Clearing. Permittee shall have qualified

wildlife biologist pre-approved by CDFW perform a survey for burrowing owls within 60 days and not less than 30 days prior to clearing any area.

2.15.2 Burrowing Owl Exclusionary Devices. If evidence exist that burrowing owls are utilizing the Project site, the Permittee shall follow the Burrowing Owl Consortium protocol guidelines (http://www.CDFW.ca.gov/wildlife/nongame/docs/boconsortium.pdf) / Permittee shall erect exclusionary devices to prevent the owls form entering the burrows and shall implement an artificial burrow program near the site in one of the areas considered for restoration/creation or preservation, as part of the mitigation measures for this agreement. The exclusionary or artificial devices shall be placed by a CDFW approved qualified wildlife biologist and shall be pre-approved by CDFW. The approved devices shall be placed at least two months prior to any site related project activities and monitored for one year to ensure they are functioning and being used by owls.

2.15.3 Burrowing Owl Mitigation and Monitoring Plan. A Burrowing Owl Mitigation and Monitoring Plan shall be submitted to CDFW for review and approval prior to relocation of owls. The Burrowing Owl Mitigation and Monitoring Plan shall describe proposed relocation and monitoring plans. The plan shall include the number and location of occupied burrow sites and details on adjacent or nearby suitable habitat available to owls for relocation. If no suitable habitat is available nearby for relocation, details regarding the creation of artificial burrows (numbers, location, and type of burrows) shall also be included in the plan. The Plan shall also describe proposed off-site areas to preserve to compensate for impacts to burrowing owls/occupied burrows at the project site.

2.15.4 Passive Relocation of Burrowing Owls. Owls shall be passively relocated by a qualified biologist from any occupied burrows that may be impacted by project activities. Passive relocation is used to exclude owls from their burrows by installing one-way doors in burrow entrances. These one-way doors allow the owl to exit the burrow, but not enter it. Suitable habitat must be located adjacent to or near the disturbance site or artificial burrows shall be provided nearby. Once the biologist has confirmed that the owls have left the burrow, burrows should be excavated using hand tools and refilled to prevent reoccupation. All relocation shall be approved by CDFW and shall follow the 1993 Burrowing Owl Consortium protocol guidelines (http://www.CDFW.ca.gov/wildlife/nongame/docs/boconsortium.pdf). The qualified biologist shall monitor the relocated owls a minimum of three days per week for a minimum of three weeks. A report summarizing the results of the relocation and monitoring shall be submitted to CDFW within 30 days following completion of the relocation and monitoring of the owls.

2.15.5 Direct Loss of Owls. As compensation for the direct loss of burrowing owl nesting and foraging habitat, the Applicant shall mitigate by acquiring and permanently protecting six and a half (6.5) acres calculated on a ten (10)

meter foraging radius of known burrowing owl nesting and foraging habitat for every pair or unpaired burrowing owl impacted by the project (those owls that required relocation because their burrows were directly impacted). The Applicant shall set-up a non-wasting endowment account for the long-term management of the preservation site for burrowing owls. The site shall be managed for the benefit of burrowing owls. The preservation site, site management, and endowment shall be approved by CDFW.

2.16 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. If project-related activities are scheduled during the nesting season, Permittee shall coordinate with CDFW, prior to impacts, to determine appropriate mitigation measures.

2.16.1 Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 *et seq.*) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

Habitat Protection

2.17 Demarcate Sensitive Habitat Area. In consultation with the Designated Biologist, the Permittee shall demarcate the sensitive habitat areas, including nesting birds, to prevent damage to adjacent habitat and to provide visual orientation to its limits. Marking shall be in place during all periods of operation when habitat area is sensitive. All persons employed or otherwise working on the project site shall be instructed about the restrictions that the marking represents. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of Project activities. Permittee shall provide a demarcation plan or map that clearly indicates sensitive habitat areas, seasonal restrictions, vegetation communities, and demarcation plans prior to the initiation of Project activities.

2.18 Demarcate Work Area Boundary. Prior to the start of Project activity, Permittee shall identify the limits of the required access routes and encroachment into the stream. These “work area” limits shall be identified with brightly colored flagging or spray paint. Work completed under this Agreement shall be limited to this defined area only.

Flagging shall be maintained in good repair for the duration of the Project. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.

2.19 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only to the maximum extent feasible. Any night work conducted shall shield work lighting from any adjacent sensitive habitat.

2.20 Herbicide Application. The Permittee shall only apply herbicides in accordance with state and federal law. No herbicides shall be used where Threatened or Endangered species occur. Foliar application of herbicides shall not be used when wind velocities are above 5 miles per hour or when nesting birds could be exposed. Wick or daub herbicide application methods may be used if the wind velocities exceed 5 miles per hour. Only products that are labeled safe for aquatic use may be used for this Project.

2.21 Authorized Uses of Herbicides. No herbicides shall be used on native vegetation unless specifically authorized, in writing, by CDFW. A small amount of selective trimming of native species (e.g. willow, oak and sycamore) may occur to prevent overspray of herbicide from reaching these branches, but only as provided within the conditions of this Agreement.

Placement of In-stream Structures and Fish Passage

2.22 Southern California Steelhead - Protection. If flowing or ponded water is within the proposed work limits during Project activities, the Permittee shall have a qualified fisheries biologist survey the proposed work area to verify presence/absence of steelhead trout/smolts and any other SSC of concern which may occur within the area. Survey methods shall conform to the current U. S. National Marines Fisheries Service published guidelines and the California Department of Fish and Game published guidelines. If any steelhead are found, the Permittee shall cease all work within a mile upstream or downstream within the river banks of the sighting and in all water (flowing or impounded) and shall contact CDFW within 24 hours of the sighting and shall request an onsite inspection by CDFW representative (to be done at the discretion of CDFW) to determine if work shall proceed. Should work proceed, the Permittee shall implement the SSPP plan for this species pursuant to Condition 2.2. The results of the surveys shall be provided to CDFW, along with copies of all field notes, prior to the completion of work or as otherwise specified. The survey techniques shall be approved by the CDFW, in writing, and the personnel conducting the surveys shall have the required State and federal permits, if handling fish is required.

2.23 Southern California Steelhead - Contact CDFW. If flowing or ponded water is within the proposed work limits, the Permittee shall telephone Baron Barrera at (858) 354-4114, prior to commencing activities within the bed, bank, and channel. The Permittee shall leave his/her name, date and time called, telephone number, the stream name, work location, nature of planned activities and proposed schedule.

2.24 Southern California Steelhead – Mortality. The Permittee shall report all fish mortality immediately to Baron Barrera at (858) 354-4114.

2.25 Water Diversion Plan. If work is to occur when naturally occurring water is flowing or ponded water is within the proposed work limits, the Permittee shall draft a Water Diversion Plan, which must be approved by CDFW 30 days prior to implementation. The Water Diversion Plan shall include language that addresses the potential fish passage.

2.26 Recovery of Aquatic Wildlife. The Permittee shall have a qualified fisheries biologist survey the proposed work area after if the Water Diversion Plan is implemented to recover any remaining aquatic wildlife species left in the work area. The qualified fisheries biologist will use proper relocation methods to relocate species to a pre-determined relocation site prior to work activities.

2.27 Concrete – Primary Containment. No concrete or any cement product may be poured within the bed and banks during a rain event or if rain is predicted within 72 hours. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota without prior approval. To prevent the release of materials that may be toxic to fish and other aquatic species, the poured concrete structure(s) shall be isolated from river surface water and allowed to dry/cure for a minimum of 72 hours. If the dry/cure period is less than 30 days prior to rainfall or removal of water diversion, concrete within or adjacent to the river channel shall be tested to ensure it does not alter the ambient pH of surface water by more than 0.5 unit. A testing plan shall be approved by CDFW prior to implementation. During this period, curing concrete will be covered during rain events (e.g., tarpaulin). The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.

2.28 Concrete – Designated Monitor. At all times when the Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.

2.29 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Vehicles shall not be driven or equipment operated in water-covered portions of the stream. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, Permittee shall immediately consult CDFW for further actions.

2.30 Unauthorized Materials. Any materials placed in seasonally dry portions of a stream that could be washed downstream or could be deleterious to aquatic life shall be removed prior to inundation by high flows.

2.31 Substrate. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed and or banks of the stream, except as otherwise addressed in the project description.

2.32 Trenching/Excavation Spoils. Castings or spoil from the trenching/excavation operations shall be placed within uplands or in areas protected from surface flows by water diversion devices.

2.33 Spoils. Spoil (waste material or trash) storage sites shall not be located within a stream, where spoils can be washed back into a stream, or where it will cover aquatic or riparian vegetation.

Sedimentation, Turbidity, and Siltation

2.34 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. Furthermore, any type of erosion control shall be weed-free. Permittee shall stabilize all exposed/disturbed areas within the project site to the greatest extent possible. Permittee or Designated Representative shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately. Permittee shall make modifications, repairs and improvements to erosion control measures whenever it is needed. The Permittee or Designated Representative shall monitor instream turbidity levels during project activities and shall adhere to those specifications for turbidity set forth by the Regional Water Quality Control Board's Conditional Waiver of Waste Discharge Requirements issued for this project.

2.35 Sediment Control. Permittee shall implement Best Management Practices where sediment from project-related activities placed in upland areas might likely be washed into the stream. Sediment from project-related activities shall not be placed where it is likely to have a negative impact on native trees and vegetation.

2.36 Erosion Control. Any erosion control shall exclude the use of plastic or "hard" netting. 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.

2.37 Runoff Control. 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 dirt roads, cat tracks, or other work trails to control erosion.
2.38 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. Permittee shall place and maintain silt barriers, such as "biologs," or filter fabric silt fencing, around the drainage inlets until the threat of erosion from surrounding impact areas ceases.

Equipment and Access

2.39 Staging and Vehicle Storage. Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected due to its non-vegetated

status. Staging in all other areas subject to CDFW jurisdiction is prohibited by this Agreement unless otherwise approved by CDFW PRIOR to staging activities.

2.40 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the drainage shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas. 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. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of project-related activities. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

Pollution, Litter and Cleanup

2.41 Pollution Prevention. Any equipment or vehicles driven and/or operated adjacent to the river shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the river shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.42 Spill Cleanup. Permittee shall begin the cleanup of all oil/toxic material spills immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures. The Permittee shall have all spill clean-up equipment on site during construction.

2.43 Pollutants and Debris. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated project-related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into, waters of the State. Any of these materials, placed within or where they may enter a stream, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When project-related activities are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

2.44 Pollution Compliance. The 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 the Permittee to ensure compliance.

2.45 Hazardous Substances. 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 to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. Any of these materials, placed within or where they may enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

2.46 Trash Receptacles. The 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.

2.47 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project activities.

Exotic Species Removal and Control

2.48 Invasive Plant Control/Eradication. To minimize the spread of invasive plant species to uninfested areas within and outside of the project site, Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one project site and/or waterbody to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: http://www.cal-ipc.org/ip/prevention/index.php and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: http://www.protectyourwaters.net/.

2.49 Invasive Species Education Program. Permittee shall conduct an Invasive Species Education Program for all persons working within the project site prior to the commencement of any project activities during the pre-construction meeting. Additionally, this instruction shall be included for any new workers starting work after initial commencement of project activities prior to their performing any work within the project site. The program shall consist of a presentation from a qualified biologist that includes a discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the project site. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The program shall also include a discussion of BMPs to be implemented at the project site to avoid the introduction and spread of invasive species into and out of the project site. The program shall be repeated annually for projects extending more than one year. Copies of program materials shall be maintained at the project site for workers to reference as needed and shall be provided to any new workers prior to their

performing any work within the Project site. For this requirement an electronic copy of the program materials shall suffice.

2.50 Inspection of Project Equipment. Permittee shall inspect all vehicles, heavy equipment, tools, waders and boots, and other project-related equipment and remove 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.

2.51 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 Suspect Invasive Species Report (available online at: http://www.dfg.ca.gov/invasives/inv_reporting/sightingReport.html) 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.

2.52 No Introduction or Translocation of Invasive Plants. Permittee shall not knowingly plant, seed, or otherwise introduce or transfer any plants listed in the California Invasive Plant Council's Invasive Plant Inventory: http://www.cal-ipc.org/ip/inventory/index.php in the areas within or adjacent to the project site. Permittee activities shall not result in an increase in invasive plant material within the primary disposal area or other areas of the site. Monitoring of the disposal area after sediment placement, that is consistent with the SMMP, shall be implemented to demonstrate that no transfer or increase in invasive species has occurred from fill placement activities.

3. Restoration Measures

CDFW understands that this Project is a critical component to the MDERP, which will substantially improve the aquatic habitat between the Matilija Dam to the Pacific Ocean. Further, the eventual removal of the Matilija Dam will increase fish passage by approximately 17 miles upstream of the facility. This Project, as proposed, will improve aquatic habitat by widening the riverbed by approximately 80 feet. However, the gain of aquatic habitat will result in the temporary loss of 1.79 acres of riparian habitat, which must be mitigated via the Mitigation Creation and Restoration Plan.

3.1 Permittee Responsible Mitigation Requirements. All mitigation requirements or proposals and plans shall be submitted to CDFW for review and approval prior to initiating the Project authorized by this Agreement. CDFW retains the right to require more mitigation should the proposed mitigation not be adequate to compensate for the impacts. Additional mitigation may be required if enhancement or preservation is proposed and/or the habitat proposed for mitigation is of lower functions and values than the habitat being impacted. If additional temporal impacts (time project activities and initiation of mitigation) occur, then compensatory mitigation may be required. CDFW understands that future flow dynamics may change as other activities within the MDERP come to fruition. As such and at CDFW's discretion, this section of the Agreement may be revisited upon completion of the activities listed within the MDERP.

3.1.1 Mitigation Creation and Restoration Plan. Permittee shall submit a draft Mitigation Creation and Restoration Plan (MCRP) to CDFW for review and approval that includes restoration or reestablishment of the 63 mature riparian trees and their corresponding acreage. Restoration implementation involves methods for restoring, and maintaining (e.g., weeding, replacement planting, supplemental watering) and monitoring the restored area for a period of five years. The MRCP shall include, at a minimum: (a) mitigation location; (b) survey information of a reference site; (c) planting location, methodology, and schedule; (d) list native plant (tree, shrub, and grass) species to be used, container sizes (no more than one gallon), and seeding rates; (e) description of the irrigation methodology, if necessary; (f) measures to control exotic vegetation on site; (g) schedule that outlines all foreseeable activities necessary for the mitigation plan (h) monitoring and reporting procedures; (i) sample of the data collection sheet; (j) specific success criteria based on a reference site; and (k) corrective actions to be taken when restoration activities do not meet the proposed success criteria. The MCRP shall also include the following measures:

3.1.2 Planting Survival Percentages and Restoration Success Criteria. All planting shall have a minimum of 80% survival by alliance and by species and shall be maintained thereafter as articulated in the MCRP. The success criteria shall be compared against an appropriate reference site, with the same native vegetation alliance, with as good or better-quality habitat. The success criteria shall include percent cover per vegetation layer, species diversity, density, abundance, and any other measures of success deemed appropriate by CDFW. Success criteria shall be separated into vegetative layers (tree, shrub, grass, and forb) for each alliance being mitigated, and each layer shall be compared to the success criteria of the reference site, as well as the alliance criteria in A Manual of California Vegetation Second Edition, ensuring one species or layer does not disproportionally dominate a site but conditions mimic the reference site and meets the alliance membership requirements. Please ensure the revegetation plan has adequate detail regarding the sampling plan so that it can be duplicated by different people. Also, include a sample data collection sheet that is proposed as use for data collection with the revegetation plan showing the appropriate data is being collected per the proposed sampling methodology. Permittee shall be responsible for any cost incurred during revegetation or in subsequent corrective measures. Herbaceous invasive species shall not exceed 5% cover (zero % cover for any species listed on Cal-IPPC invasive list, including the watch list). If the survival, density, and cover requirements have not been met, the Permittee is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements (e.g., no irrigation, weeding, or further replacement plantings).

3.1.3 Mitigation Location Restraints. Mitigation shall not occur in fuel modification

zones, future project areas, or areas of maintenance.

3.1.4 Restoration Specialist. The MCRP shall be prepared by persons with expertise in southern California riparian ecosystems and native plant re-vegetation techniques (restoration specialist). Planting, maintenance, monitoring and reporting activities shall be overseen by the restoration specialist familiar with restoration of native plants.

3.1.5 Local Sources. Plant material for revegetation shall be derived from cuttings, materials salvaged from disturbed areas, and/or obtained from randomly selected native trees and shrubs occurring locally within the same drainage. Seeds shall be sourced from within Ventura County or an adjacent county.

3.1.6 Native Plant Nursery. Any replacement tree/shrub stock, if used, which cannot be grown from cuttings or seeds, shall be obtained from a native plant nursery, be ant-free, and shall not be inoculated to prevent heart rot.

3.1.7 Mitigation and Monitoring Reports. Permittee shall have the qualified restoration specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done in summer and winter of each year, through the term of restoration. The results and analysis shall be submitted with the annual MCRP annual report to CDFW by Feb. 1 of each year for 5 years after mitigation implementation or until success criteria have been satisfied. This report shall include the status and any success trends for the success criteria outlined in the MCRP. Photos from designated photo stations shall be included.

3.1.8 Mitigation Success. After the 5th monitoring year, if the site has met the success criteria outlined in the MCRP plan, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it was used (unless there is an acceptable justification for leaving the irrigation system in place).

3.2 Right to Deny. CDFW has the right to deny the proposed mitigation site if, upon review, CDFW determines the site does not have suitable conservation value.

3.3 Mitigation for Unauthorized Impacts. Permittee shall mitigation at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that additional mitigation is required, the type of mitigation shall be determined by CDFW, and may include creation, restoration, enhancement, and/or preservation.

3.4 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: http://www.cal-ipc.org/ip/inventory/weedlist.php.

3.5 Mitigation Documentation Requirements for Review and Comment. Prior to initiation of project activities, the Permittee shall provide CDFW with the following for the proposed mitigation site for review and comment: Phase One Environmental Site Assessment Report, and any required technical reports (e.g., jurisdictional delineation, hydrology studies, mineral risk assessment) for sites proposed for preservation, creation, restoration, and/or enhancement activities.

3.6 Adaptive Management. CDFW understands that the aforementioned restoration area may be impacted by various dynamics as the channel widens upstream and the Matilija Dam is eventually removed. As such, the exact location of natural plant success and, potentially, success criteria may differ from the goals outlined in this agreement. Nonetheless, these conditions will be in place unless changes to the MCRP are mutually agreed upon by the Permittee and the Department.

3.7 Additional Offsets

3.7.1 Permanent Concrete and RSP Impacts. A total of 0.15 acre of concrete will be placed primarily within the existing rock slope and toe protection at the western bridge abutment and the new bridge piers, comprising a new permanent impact. In addition, 0.031 acre of new, buried rock slope protection will be installed as well. These impacts will be offset by the widening of the riverbed by removing 0.52 acre of fill including the eastern bridge abutment. This summation of these activities will result in on site restoration of riverbed and bank at a 2.87:1 benefit:impact ratio.

3.7.2 Upland Vegetation Impacts. Much of the upland vegetation to be removed occurs on fill and will not be directly replaced except for the upper east bank (0.26 acre) and southernmost east bank (0.05 acre), which shall be identified as seeding areas in the Revegetation Plan. No additional offsets are proposed because the conversion of filled uplands back to riverbed and banks fulfills the purpose of the ecosystem restoration project.

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 (5) days prior to initiation of project-related activities and at least five (5) days prior to completion of project and mitigation activities. Notification shall be sent to the email address: R5LSACompliance@wildlife.ca.gov**,** Reference # 1600-2020-0019-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 submitted to R5LSACompliance@wildlife.ca.gov Reference # 1600-2020-0019-R5.

4.3 Final Project Report. Permittee shall provide a final project report to CDFW no later than one month after the project is fully completed, including a brief description of the activities performed, color photographs of before and after project-related activities and surrounding staging areas, and biological survey notes (including monitoring reports).

4.4 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts. 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.

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, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Glenn Shephard
Ventura County Public Works Agency- Watershed Protection
800 South Victoria Avenue
Ventura, CA 93022

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2020-0019-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 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 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.

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 FGC including, but not limited to, FGC sections 2050 *et seq*. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 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).

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).

EXTENSIONS

In accordance with FGC section 1605(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 FGC 1605(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 (FGC § 1605(f)).

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 FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on July 31, 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 FGC section 1605(a)(2) requires.

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 FGC section 1602.

CONCURRENCE

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

FOR VENTURA COUNTY PUBLIC WORKS AGENCY - WATERSHED PROTECTION

DocuSigned by:
Glenn Shephard
B276CB16726B46B...

8/3/2020

Glenn Shephard, P.E., Director
Designated Representative

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:
Erinn Wilson
B6E58CFE24724F5...

8/4/2020

Erinn Wilson
Environmental Program Manger

Date

Prepared by: Baron Barrera
Environmental Scientist