

APPROVED

APR 04 2021

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 24-071

DATE April 04, 2024

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: KEN MALLOY HARBOR REGIONAL PARK – LAKE STREAMBED ALTERATION AGREEMENT (LSAA) 1600-2019-0275-R5 WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE TO REMOVE VEGETATION – CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE 19, SECTION 15301(h) [MAINTENANCE OF EXISTING LANDSCAPING, NATIVE GROWTH, AND WATER SUPPLY RESERVOIRS] OF CALIFORNIA CEQA GUIDELINES AND ARTICLE III, SECTION 1, CLASS 1(8) AND CLASS 6 OF CITY OF LOS ANGELES CEQA GUIDELINES

B. Aguirre M. Rudnick
B. Jones for C. Santo Domingo DF
B. Jackson N. Williams

General Manager

Approved X Disapproved Withdrawn

If Approved: Board President Board Secretary

RECOMMENDATIONS

- 1. Authorize the Department of Recreation and Parks' (RAP's) General Manager or designee to execute Lake and Streambed Alteration Agreement (LSAA) #1600-2019-0275-R5 with the California Department of Fish and Wildlife (CDFW) substantially in the form attached hereto as Attachment A to this Report, subject to City Attorney approval as to form;
2. Determine that the proposed project, consisting of the maintenance of existing native growth and landscaping, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article 19, Section 15301(h) [Maintenance of existing landscaping, native growth, and water supply reservoirs] of California CEQA Guidelines and Article III, Section 1, Class 1(8) and Class 6 of City of Los Angeles CEQA Guidelines, and direct staff to file a Notice of Exemption (NOE);
3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and,
4. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

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SUMMARY

Ken Malloy Harbor Regional Park (KMHRP) is located at 25820 Vermont Avenue in the San Pedro community of the City. This 290.87-acre park provides picnic areas, a walking/jogging trail, a lake, swimming pool, multipurpose fields, golf course and children's play areas for the community. Approximately 9,572 City residents live within a one-half mile walking distance of KMHRP. Due to the facilities, features, programs, and services it provides, KMHRP meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

In the last few years, the Greater Los Angeles County Vector Control District (GLACVCD) has been in communication with RAP regarding vegetation management at KMHRP in order to reduce the mosquito population and the risk of West Nile virus infecting the patrons of the park. GLACVCD has requested that RAP remove vegetation in some undeveloped areas of the park, to provide its crews access to conduct vector surveillance and to take proper actions to manage the site for vector control.

Since the wetland is under the jurisdiction of the California Department of Fish and Wildlife (CDFW), RAP staff submitted notification of the proposed maintenance project to CDFW in December 2019. CDFW evaluated the submission and requested RAP to split the project in two phases.

The Board of Recreation and Park Commissioners approved Phase 1 of the project on November 5, 2020 (Board Report No. 20-212). Phase 1 included the removal of 50% of the emergent wetland vegetation the north shore of Lake Machado and the marshes located south of the dam that impounds the lake.

Phase 2 of the project includes annual removal of emergent wetland vegetation, brush clearance, invasive plants removal and trash removal for a period of 10 years, and requires a set of mitigation measures.

TECHNICAL CHARACTERISTICS OF THE PROJECT (PHASE 2)

Lake and Streambed Alteration Agreement (LSAA) #1600-2019-0275-R5 authorizes RAP to do the following:

- Removal of 4.25 acres of emergent wetland vegetation every year, to provide access to vector control abatement activities. The removal areas will rotate annually so that each segment may be treated once every 5 years.
- Removal of the non-native aquatic herb *Ludwigia* within the open water areas along the edges of Lake Machado and the south marsh areas.
- Removal of non-native species other than *Ludwigia* throughout the entire 159-acre project area.

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- Thinning riparian vegetation maintenance once annually, outside of nesting bird season, along an approximately 3.4-acre reach of the north channel contained within Wilmington drain macro area.
- Brush clearance in order to reduce wildfire, fuel modification within 200 feet of buildings and park facilities.
- Removal of trash and debris throughout the entire 159-acre maintenance area twice a year.
- Removal of trash and debris on Lake Machado monthly.

The LSAA requires two (2) pre-construction biological surveys, biological monitoring, nesting bird surveys if the project coincides with the nesting season (February 1st – September 15th), Least Bell's Vireo survey if the project coincides with the Least Bell's Vireo nesting season, and Tricolor Blackbird survey if the project coincides with the Tricolor Blackbird nesting season. It also requires that within one year from the approval of the SLAA, RAP shall implement enhancement activities to reduce the presence of and prevent the spread of non-native and invasive plant species and implement a Non-native and Invasive Species Prevention Plan.

TREES AND SHADE

The approval of these agreements will have no impact on existing trees or shade at KMHRP.

ENVIRONMENTAL IMPACT

The proposed project consists of the maintenance of existing native growth and landscaping. Therefore, RAP staff recommends that the Board determines that it is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) and Class 6 of City of Los Angeles CEQA Guidelines and Article 19, Sections 15301(h) of California CEQA Guidelines. RAP Staff will file an NOE with the Los Angeles County Clerk upon the Board's approval.

FISCAL IMPACT

If the proposed vegetation removal can be performed by current staff with appropriate district resources management, no overall impact to existing maintenance service at this facility is expected. If the proposed vegetation removal is outsourced to a contractor on the on-call list of landscape management contractors, the approval of this Report requires a commitment of \$300,000 per year.

In addition, Phase 2 of the project will require \$30,000 for pre-construction biological survey and \$50,000 a year for construction monitoring. This amount will be covered by RAP Maintenance Funds (Account number 302/883040/304/2690).

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This Report was prepared by Elena Maggioni, Environmental Supervisor, Planning, Construction and Maintenance Branch.

LIST OF ATTACHMENTS

- 1) Attachment 1 – Lake and Streambed Alteration Agreement #1600-2019-0275-R5
- 2) Attachment 2 – Exhibit A - D Draft Agreement

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2019-0275-R5
LAKE MACHADO

CITY OF LOS ANGELES RECREATION AND PARKS
LAKE MACHADO ECOSYSTEMS RESOURCE MANAGEMENT AND LONG TERM
MAINTENANCE PROJECT

This Lake and Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Los Angeles Recreation and Parks (Permittee) as represented by Elena Maggioni.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 12, 2019 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 Ken Malloy Harbor Regional Park within the Wilmington Drain area including the north channel, Lake Machado, and the southern marsh areas below the Lake Machado dam. The Project is located the City of Los Angeles, in the County of Los Angeles, State of California; Latitude 33.790823, Longitude -118.285811; 25820 South Vermont Avenue, Los Angeles, CA 90710.

PROJECT DESCRIPTION

The Project (Project) is limited to routine maintenance activities within the wetland areas at Ken Malloy Harbor Regional Park. The park contains 159 acres of maintenance area, shown in Exhibit A, including the Wilmington drain outlet, the riparian woodland area north of Lake Machado, Lake Machado with emergent wetland vegetation along the lake edges, and the lower freshwater marsh areas south of the dam.

Setting:

Wilmington drain runoff capture area: The Wilmington drain runoff capture area is the northernmost section of the Project area. This area contains riparian woodland below the Wilmington drain outlet, the north storm drain channel (north channel), and Marsh 1. The area is represented in on the map in Exhibit A in green. Vegetation communities contain mix of southern black willow scrub, mulefat scrub, and bulrush marsh.

Lake Machado: Lake Machado is located in the middle section of the Project area. It consists of 54 acres of open water with emergent wetland surrounding the east and west banks. Water is retained within the lake by a dam at the southern base of the lake. The area is represented on the map in Exhibit A in dark blue. Emergent wetland is made up of a mixture of bulrush and cattails. The lake also contains a significant amount of the invasive aquatic plant, Uruguay water primrose (*Ludwigia*).

South Marsh Areas: There is a lower floodplain area consisting of marshes and mixed riparian habitat south of the Lake Machado dam. Marshes 2 to 6 contain open water and emergent wetland bulrush lining the sides. The area is represented on the map in Exhibit A in light blue. The lower floodplain vegetative communities include black willow thickets and mulefat scrub. There is a field of southern tarplant (*Centromadia parryi ssp. australis*) along the southwestern corner of Lake Machado below the dam. Along the southern outskirts of the Project area, there are patches of vegetation including coyote brush and sagebrush scrub habitat.

Activities:

Project activities will be carried out in order to reduce the litter and invasive species within the wetland areas, and to allow access for vector control activities. The following project activities are included under this Routine Maintenance Agreement:

Removal/Eradication of *Ludwigia*: The non-native aquatic herb *Ludwigia* has established within the open water areas along the edges of Lake Machado and the south marsh areas. As a compensatory measure for bulrush removal under the Lake Machado North East Wetland project, LSA No.1600-2018-0222-R5 LSA, and the Lake Machado North Channel Invasive Plant Removal project LSA No. 1600-2018-0285-R5, the Lake Machado Eradication Plan was created for habitat enhancement through the eradication of the invasive species. Treatment and removal of the plant has been completed under this plan in 2018 and 2019 within 54 acres of the Project area. The treatment and removal activities will continue under the plan until the expiration of the Agreement, LSA No. 1600-2018-0285-R5, in 2023. After expiration, subsequent treatments will continue to be completed under this long-term maintenance Agreement.

The Project Monitoring and removal activities in Lake Machado and the north channel will be covered by the Lake Machado Eradication Plan until it expires in 2023. After the expiration date, monitoring and treatment activities will continue to be covered under this Agreement until the *Ludwigia* is eradicated or until this Agreement expires.

Monitoring and removal activities in the South Marsh area were not included under the Lake Machado Eradication Plan (created under LSA No. 1600-2018-0285-R5). As a preventative measure to contain the spread of the invasive species, monitoring activities in the South Marsh area will be covered under this Agreement. Monitoring will be conducted monthly from April through September. If *Ludwigia* is detected, it will be treated and removed. Currently, there is no *Ludwigia* in the South Marsh area and no removal activities are anticipated.

The removal methods will be carried out using a combination of mechanical removal and herbicide treatments.

Treatment will consist of mechanical removal of the *Ludwigia*, accessed using an amphibious vehicle. The removed *Ludwigia* will then be taken to an upland area to be dewatered and disposed of. A secondary treatment will access the affected area to apply a Department of Pesticide Regulation herbicide approved for aquatic use to the remaining *Ludwigia*. After 4 to 7 days, the dead remnants will be collected from the channel and placed outside the Project area to be dewatered and disposed of in an offsite landfill.

Removal of other nonnative species: Removal of non-native species other than *Ludwigia* will be completed throughout the entire 159-acre project area. This work will be completed annually during the month of October. Removal will target only the non-native and invasive species, leaving native species and their root structures intact. Vegetation maintenance will be completed using hand operated cutting tools or weed trimming machines. No herbicide treatments will be used outside of *Ludwigia* areas.

Parts of the Project area for this activity overlaps the mitigation areas created under a separate Agreement, the Lake Machado Rehabilitation Plan, LSA 2012-0108-R5. Additional details on the non-native species control will be submitted in the Non-native and Invasive Species Prevention Plan (see Conditions 3.1-3.3 of this Agreement).

Removal of emergent wetland vegetation: Removal of emergent wetland vegetation is needed to provide access to vector control abatement activities. Vegetation management was completed under previous permits for along the east and west banks of the lake, and the north channel under the Lake Machado Ecological Rehabilitation Plan, LSA No. 1600-2012-0108-R5. The north wetland area was treated in 2019 under the Lake Machado North East Wetland project, LSA No.1600-2018-0222-R5. The remaining areas that have not been maintained under previous permits have dense stands of vegetation and built up brush. In order to bring the remaining areas up to a baseline standard, emergent vegetation removal will occur in two phases.

Phase one will begin in year one of the Project and will consist of accelerated treatment to targeted areas not covered under previous permits. This project will be completed under a separate Agreement, LSA 1600-2020-0072-R5.

This Agreement covers phase two, which will begin after the completion of phase one. The Project area in phase two will consist of the entire 21.25 acres of emergent wetland shown in Exhibit A. Approximately 20 percent of vegetation or 4.25 acres will be removed annually. The 4.25 acres will be dispersed into smaller segments among the three project zones including the emergent wetland areas around Lake Machado, the South Marsh Area, and the Wilmington drain runoff capture area. The removal areas will rotate annually so that each segment may be treated once every 5 years. The emergent wetland vegetation removal schedule will be submitted to show work areas for, at minimum, the first 5 years of this activity.

Access to the treatment sites and types of equipment used will vary depending on the site specific conditions. Where possible, the emergent riparian vegetation will be removed from the roots with an amphibious vehicle with a customized bucket designed for aquatic vegetation removal. An aquatic vessel will be used to treat the areas that were too deep to access using the amphibious vessel. Herbicide treatment will not be applied to emergent wetland vegetation.

Riparian vegetation thinning: Prior to this Agreement, the Wilmington drain runoff capture area was established as a mitigation site by the Los Angeles County Flood Control District (LACFCD) as compensation for project activities completed under LSA 1600-1996-0353-R5. The mitigation site was signed off upon by CDFW in June 2019, shown in Exhibit B. Going forward the long term maintenance duties will be undertaken by the City of Los Angeles under this Agreement.

The riparian vegetation thinning maintenance activity will occur once annually, outside of nesting bird season, along an approximately 3.4-acre reach of the north channel contained within Wilmington drain macro area (See description macro areas above and Exhibit A for a map of the macro areas). The work will be completed by hand using hand trimmers, shears, or chainsaws. Removal of vegetation within this area will be limited to non-native trees, brush, and shrubs having a diameter greater than 2.5 inches diameter at breast height (DBH). Herbaceous grasses and shrubs of the understory will be removed as well. Vegetation will be cut to the ground, but root structures will remain intact to allow for resprouting. All native trees, brush, and shrubs with a DBH less than 2.5 inches will be undisturbed unless they are obstructing flows. All vegetation will be hauled out of the work area and disposed of properly. The intent of the riparian vegetation thinning activity is to maintain flood capacity within the north channel. The activity, as described, had previously been conducted by LACFCD because the channel bisected the mitigation area established under LSA 1600-1996-0353-R5 (although the channel itself was not included as part of the mitigation acreage). The City of Los Angeles is undertaking this activity to maintain the baseline level of clearance that was established by LACFCD at the time of the mitigation sign off and closure of LSA 1600-0353-R5 (see page 3 of Exhibit B).

Brush Clearance: Brush clearance in order to reduce wildfire, fuel modification is required within 200 feet of buildings and park facilities. The work area for this project

activity is shown in purple in the map included as Exhibit D. Approximately 7.1 acres of land will be cleared annually. Brush clearance activities closely borders riparian habitat, as shown in the map included as Exhibit D, where the purple area is located adjacent the green on the map. This activity includes removal of all groundcover, including grasses, by cutting vegetation within 3 inches of the ground. Removal of dead branches of trees up to 6 feet off the ground using gas powered and mechanical hand tools. No native vegetation will be cleared during brush clearance activities, and this activity will not be completed in jurisdictional areas.

Trash and Debris Removal: Removal of trash and debris will occur within the entire 159-acre maintenance area. Trash will be removed by hand year round. Maintenance staff will collect and remove human generated materials, equipment, or debris dumped, thrown, washed, blown, or left within the maintenance area. Trash found in Lake Machado will be removed consistently throughout the year. For areas outside of Lake Machado (the open water area), including the south marsh area and the Wilmington drain runoff capture area trash will be removed twice annually, in June and October. Access will be accomplished using existing maintenance roads or on foot.

Maintenance Action	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Dec
<i>Ludwigia Monitoring /Eradication (in the South Marsh Area) (2020)</i>				X	X	X	X	X	X			X
<i>Removal/Eradication of Ludwigia (in the entire project area) (2021-onward)</i>			X			X			X			X
<i>Removal of other non-native species</i>										X		
<i>Removal of emergent wetland vegetation</i>									X			
<i>Riparian vegetation thinning</i>										X		
<i>Brush clearance</i>						X						
<i>Trash and debris removal (within Lake Machado)</i>	X	X	X	X	X	X	X	X	X	X	X	X
<i>Trash and debris removal (other maintenance areas)</i>						X				X		

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:
Plants: southern tarplant (*Centromadia parryi ssp. australis*), southwestern spiny rush

(*Juncus acutus ssp. leopoldii*); **Birds:** tricolored blackbird (*Agelaius tricolor*), yellow rail (*Coturnicops noveboracensis*), California black rail (*Laterallus jamaicensis coturniculus*), yellow warbler (*Setophaga petechia*), and least Bell's vireo (*Vireo bellii pusillus*).

The adverse effects the Project could have on the fish or wildlife resources identified above include: altered hydrology; loss of sediment, nutrients and other materials necessary for wetland health and function, increased turbidity, potential colonization by exotic plant or animal species, and potential short-term release of contaminants (e.g., incidental from project activities); impacts to nesting birds; disturbance to nesting birds; and loss of nesting or foraging habitat for wildlife.

The maintenance area is 159 acres with a mix of vegetative communities, developed area, and open water areas. The distribution of land coverage is shown on a map in Exhibit C and listed in the following table:

Natural Community	Acreage
California Bulrush Marsh	17.7
California Sagebrush Scrub	1.17
Coyote Brush Scrub	2.34
Disturbed	4.03
Disturbed/Developed	0.84
Ornamental	1.78
Ornamental/Non-Native	6.85
Mulefat Scrub	7.76
Open Water	41.83
Non-Native Herbaceous	1.77
Southern Tarplant Field	1.39
Black Willow Thickets	67.80
Salt Grass Flats	1.23
Eastern Annual Saltmarsh Aster Herbaceous Alliance	2.18

The Project activities will result in a total of 24.65 acres of temporary impacts to the lake and streambed areas within the Project area. Impacts are broken down into the following two subcategories based off type of activity:

Emergent wetland removal of the phase two treatment area consists of total of 21.25 acres of bulrush marsh within the emergent wetland treatment area. The phase two area includes the 7.83 acres of impact from emergent wetland removal that was already completed under Lake Machado Ecosystems Resource Management and Long-Term Maintenance Project, Phase 1 Project, LSA No.1600-2020-0072 (compensatory mitigation for impacts to this area shall be completed under Conditions 3.1-3.3 of this Agreement). This activity will result in temporary impacts to 4.25 acres of emergent vegetation annually removed in rotating segments. A 0.94 acre portion of the mitigation area in the south marsh area and a 0.31 acre portion of the mitigation area in the

Wilmington drain area that were established under the Lake Machado Ecosystem Rehabilitation Plan, LSA No. 1600-2012-0108-R5 overlap with the treatment area for Bulrush marsh clearance. These areas will be excluded from emergent wetland removal activities in order to avoid impacts to the mitigation area.

Riparian vegetation removal and trimming will result in maintenance activities within 3.4 acres black willow thickets along Wilmington drain to maintain the baseline conditions established under LSA No. 1600-1996-0353-R5.

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 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.
- 1.5 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.

- 1.6 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.
- 1.7 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.8 State and Federal Permits. CDFW believes that permit/certification(s) may be required from the Regional Water Quality Control Board and United States Army Corps of Engineers for this project. Should such permits/certification(s) be required, a copy shall be submitted to CDFW.
- 1.9 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.
- 1.10 Pre-Work Briefing. A pre-work meeting/briefing shall be held involving all the workers, contractors, and subcontractors concerning the conditions in this Agreement.
- 1.11 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 1600-2019-0275-R5.
- 1.12 Notification Requirements. CDFW requires that the Permittee: (a) 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; and, (b) 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.
- 1.13 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 mitigation, monitoring and reporting efforts.

- 1.14 Designated Biologist. At least thirty (30) days prior to initiating ground- or vegetation-disturbing activities, the Permittee shall submit to CDFW for review and approval a list of biological monitors (designated biologist) that will be involved with the Project. The list shall include their names, qualifications, experience, and contact information. Designated biologist 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; (e) have the necessary experience and/or certifications for conducting protocol and focused surveys for species that may be present in the Project area; (f) when needed, have obtained the proper documentation in regards to Scientific Collecting Permits (SCP) or Memorandum of Understanding (MOU).
- 1.15 Agreed Work Activities. The activities within CDFW jurisdiction identified in the above project description constitute the limit of activities agreed to and resolved by this Agreement. The signing this Agreement does not imply that the Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities within CDFW jurisdiction not specifically agreed to and resolved by this Agreement shall be subject to a separate notification.

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.

Sensitive Species Protection

- 2.1 Take of Threatened and/or Endangered Species. 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)]. This Agreement does not authorize take of any rare, threatened or endangered species that may occur within or adjacent to the proposed work area. If there is a potential for take, the 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 (USFWS) or National Oceanic and Atmospheric Administration (NOAA) would be required to receive take authority for federal threatened and endangered species.

- 2.2 Threatened and/or Endangered Species. If CDFW determines that any threatened or endangered species shall be impacted by the work proposed, work at that location shall stop, and the habitat or nest site in question shall be avoided.
- 2.3 Reporting Observations to CNDDDB. Permittee shall be responsible for reporting all observations of threatened, endangered, or species of special concern to CDFW Natural Diversity Data Base (CNDDDB) within 14 days of the sighting. Information can be found at: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data> This includes submitting observations for sightings that occurred for project surveys already conducted and for the term of this Agreement. If observation forms are submitted, please include local CDFW personnel on any email or submit copies of the forms as an appendix to any future reports (this will help CDFW to ensure the data is recorded). For bird species, the CNDDDB will only accept observations that include confirmed nesting and/or breeding activities (with the exception for wintering observations of the burrowing owl).
- 2.4 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.
- 2.5 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.
- 2.6 Pre Construction General Biological Surveys. Permittee shall have a designated biologist conduct a minimum of two pre-project surveys within and adjacent to the proposed work area within a ten-day period prior to the start of vegetation removal and brush clearance activities. Pre-project surveys shall include: a) general

surveys for botanical and wildlife resources; b) the identification of any active burrows and/or woodrat nests (if active, they should be recorded, monitored for species observations, and mapped); c) work areas with flowing or standing water shall be visually surveyed for any aquatic species that may be impacted by project activities; and, d) surveys of culvert and bridge areas to determine if these structures are being used for nesting, roosting, or habitat refugia. Pre project survey results, including negative findings, shall be submitted to CDFW prior to the initiation of project activities. If any special status species are observed during the surveys, Permittee shall contact CDFW immediately.

- 2.7 Take of Nesting Birds. 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.
- 2.8 Nesting and/or Breeding Bird Protections. Permittee shall not conduct project-related activities except trash and debris removal and *Ludwigia* removal from February 1 to September 15 to avoid impacts to breeding/nesting birds, including least Bell's vireo and tricolored blackbird.
- 2.8.1 Permittee, or any person acting on behalf of Permittee, is not relieved from complying with FGC sections 3503 (bird nests and eggs) and 3503.5 (birds of prey).
- 2.8.2 Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.
- 2.9 Nesting and/or Breeding Bird Surveys. The trash and debris removal and *Ludwigia* removal project activities done within the breeding bird nesting season (February 1 to September 15) shall comply with an approved nesting bird management plan. Permittee shall do one of the following to avoid and minimize impacts to nesting bird species:
- 2.9.1 Implement default 300-foot minimum avoidance buffers for all non-special status passerine birds and 500-foot minimum avoidance buffer for all special status passerine and raptor species, including California black rail, yellow rail,

or yellow warbler. The breeding habitat/nest site shall be fenced and/or flagged in all directions. Once the buffer is established, the designated biologist shall document baseline behavior, stage of reproduction, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. Following documentation of baseline conditions, Designated Biologist(s) may choose to make adjustments to the buffer, with CDFW approval, based on site characteristics, stage of reproduction, and types of project activities proposed at/near that location. Designated Biologist(s) shall monitor the nest at the onset of project activities addressed by this Agreement, and at the onset of any changes in project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If Designated Biologist(s) determines that Authorized Activities may be causing an adverse reaction, Designated Biologist(s) shall adjust the buffer accordingly. This area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the Project.

- 2.9.2 Develop a project specific Nesting Bird Management Plan. The site-specific nest protection plan shall be submitted to CDFW for review and approval. The Plan should include detailed methodologies and definitions to enable a CDFW-approved designated biologist to monitor and implement nest-specific buffers based on topography, vegetation, species, and individual bird behavior. This Nesting Bird Management Plan shall be supported by a Nest Log which tracks each nest and its outcome. The Nest Log will be submitted to CDFW at the end of each week.
- 2.9.3 Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.
- 2.10 Vegetation with Active Nests. Permittee shall not disturb trees or other vegetation that contain active bird nests without prior consultation and approval of a CDFW representative.
- 2.11 Least Bell's Vireo. Prior to initiation of project activities, focused surveys following USFWS protocol for least Bell's vireo shall be conducted during the breeding season. The physical extent of the survey area shall be where project activities can impact suitable breeding habitat. Surveys shall be conducted annually (if work that may impact suitable breeding habitat will occur) and results shall be submitted in writing to CDFW for review.
- 2.11.1 Survey protocol for least Bell's vireo can be found at:
https://www.fws.gov/ventura/docs/species/protocols/lbv/leastbellsvireo_survey-guidelines.pdf.

- 2.11.2 If least Bell's vireo is present, following avoidance measures shall be implemented;
- 2.11.3 No vegetation removal shall take place between March 15 through September 15.
- 2.11.4 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. If coastal California gnatcatcher is present and the avoidance measures identified above cannot be implemented, Permittee shall follow Condition 2.10.1.
- 2.12 Tricolored Blackbird. Due to potentially suitable breeding habitat within the Project site, prior to project activities which include vegetation alterations, a designated biologist familiar with the species behavior and life history shall conduct focused surveys annually to determine the presence/absence of tricolored blackbird. Survey results shall be submitted annually (in all years where project activities that may impact suitable breeding habitat will occur), including negative findings, to CDFW for review prior to initiation of project activities. If the species is present, the Permittee shall not proceed with project activities during nesting season (February 1 to September 15) without prior coordination with CDFW. If "take" or adverse impacts to tricolored blackbird cannot be avoided either during Project activities or over the life of the Project, please be advised that a CESA permit must be obtained (pursuant to Fish and Game Code § 2080 et seq.).
- 2.13 Botanical Resources. Prior to initiation of project activities, the designated biologist shall complete a survey of the Project area to document sensitive plant species, such as the southern tarplant, southwestern spiny rush, and other rare or protected species. The results of this survey shall be used along with historical survey data to create a botanical resources map showing areas where sensitive species should be avoided. This map shall mark sensitive areas that shall not be used as access routes, staging areas for project activities, or other uses which may result in adverse impacts to botanical resources. The survey report and map shall be submitted to CDFW for review prior to initiation of project activities.

Vegetation Protection

- 2.14 Emergent Wetland Removal Schedule. Prior to initiation of the removal of emergent wetland activity, the Permittee shall submit an emergent wetland removal schedule to show where emergent wetland vegetation will be removed annually over a minimum of 5 years. Updated emergent wetland removal schedules shall be submitted prior to additional vegetation removal in subsequent years through the Agreement.

- 2.15 Stockpiled Vegetation. Vegetation removed from the routine maintenance activities shall not be stockpiled in the low flow channel of the lake/stream. Any materials placed in seasonally dry portions of the lake/stream that may be washed downstream shall be removed from these areas prior to inundation by high flows. The sites selected on which to push this material out of the stream should be selected in compliance with the other provisions of this Agreement. Where possible, brush piles shall be left outside the channel in upland areas to provide wildlife habitat, except where rodent populations may be deemed a nuisance (e.g. near residential properties). Brush piles shall not be placed in areas that may impact sensitive floral resources or dormant seeds.
- 2.16 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>.
- 2.17 Hand or Hand-Operated Power Tools. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of nonnative 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, the Permittee shall employ follow the guidance shown in Condition 2.19 of this Agreement.
- 2.18 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 regulations. 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).
- 2.19 Habitat Protection. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete the Project. No trees shall be removed as a result of this project. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of a CDFW representative.
- 2.20 Vegetation Marked for Protection. Prior to project activities, the Permittee shall clearly mark all vegetation within the Project area that shall be avoided during project activities.

Turbidity and Siltation

- 2.21 Predicted Rain. If measurable rain with 50 percent or greater probability is predicted within 48 hours during project-related activities, all activities shall cease and protective measures to prevent siltation/erosion shall be implemented/maintained.
- 2.22 Work in Wetted Areas. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement and as necessary to complete authorized work.

Equipment and Access

- 2.23 Avoid Mitigation Areas. The Permittee shall be responsible for marking and avoidance of previous mitigation areas that were established as compensatory mitigation under a previous Agreement, the Lake Machado Ecosystem Rehabilitation Plan, LSA No. 1600-2012-0108-R5.
- 2.24 Inspection of Project Equipment. Permittee shall inspect all vehicles, 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.
- 2.25 Stationary Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake 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 construction.
- 2.26 Equipment and Vehicles. Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- 2.27 Staging and Storage Areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the Project site prior to inundation by high flows.
- 2.28 Equipment Maintenance. 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

- 2.29 Pick Up Debris. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash that the Permittee places within, or where they may enter, the stream. The Permittee shall pick up all debris and waste daily.
- 2.30 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.
- 2.31 Spill Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. If a spill occurs, the Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall also be notified by the Permittee and consulted regarding clean-up procedures.
- 2.32 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, any stream/channel/culvert/ditch. Any of these materials, placed within or where they may enter a stream/channel/culvert/ditch, 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.

3. Compensatory Measures

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

- 3.1 Project Impacts. The Project will result in annual clearance of up to 4.25 acres of bulrush marsh habitat in rotating segments, for a total of 21.5 acres of treatment area. To compensate for the impacts to bulrush marsh habitat, the Permittee shall prepare and implement a Non-native and Invasive Species Prevention Plan.
- 3.2 Non-native and Invasive Species Prevention Plan Requirements. The Permittee shall be responsible for preparation and implementation of a Non-native and Invasive Species Removal Plan (Plan) to control the spread of non-native and

invasive plant species in the Project area throughout the life of this Agreement. The plan shall include details on (a) the percent native and non-native vegetation cover existing on the Project site, (b) the proposed control methods for targeted invasive plant species, (c) monitoring and reporting, (d) success criteria targets, and (e) adaptive management procedures. The Plan shall be submitted to CDFW for review and comment. All CDFW comments shall be revised prior to initiation of project activities.

- 3.2.1 Invasive Species Map. The Plan shall include a map and description of non-native and invasive species that are present on the site. The map shall show the location of notable non-native or invasive species patches. The description shall include a list of non-native or invasive species detected within the Project area, a discussion of the pervasiveness of these species in current conditions, and a risk assessment for the likelihood of additional spread of the species.
- 3.2.2 Control Methods. The Plan shall outline the proposed control methods for non-native and invasive species with details on seasonal timing, frequency of treatments, and equipment needed. If there are species specific control methods, the Plan shall specify the methods to control that species. Methodology shall be consistent with the Conditions in this Agreement, and shall not cause additional impacts to species present within the Project site.
- 3.2.3 Monitoring and Reporting. The Permittee shall have a designated biologist conduct bi-annual surveys of the Project site to monitor the effectiveness of control methods and detect potential sites of new weed introductions. Surveys shall be completed prior to weed management activities begin for the year, and shall be sufficient to measure the consistency with success criteria (see section d below). The results and analysis shall be submitted to CDFW within the year the surveys were completed along with the annual report as required by Condition 4.7 of this Agreement. This analysis shall include the status and any success trends for the success criteria outlined in the Plan.
- 3.2.4 Success Criteria. Permittee shall include success criteria in the Plan, including desired conditions within 3, 5 and 7 years of execution of this Agreement. The Plan shall also specify final success criteria which the Project site shall achieve prior to CDFW sign off of the mitigation requirements. As part of the success criteria, the Plan shall define priority weeds to target for control. Final success criteria shall include, at a minimum: (1) Less than 5% non native absolute cover within the Project area, and (2) 0% species ranked high risk on the CallIPC Inventory (found at <https://www.cal-ipc.org/plants/inventory/>).
- 3.2.5 Adaptive Management. The Plan shall specify adaptive management techniques if monitoring reports determine that success criteria are not being met. Adaptive management methods may include, changes in timing of treatments, increase in the number or scale of treatments, and planting of

native species to prevent the reintroduction of weed after clearance.

- 3.3 Mitigation Success. After the final monitoring year, if the site has met the success criteria outlined in the Plan, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. If success criteria is not complete by the end of this permit, an additional Agreement may be required to complete.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Mitigation Documentation Requirements for Review and Approval. Prior to initiation of project activities, the Permittee shall provide CDFW with the following for review and approval: Non-native and Invasive Species Prevention Plan.
- 4.2 Provide List of Designated Biologists. Pursuant to Condition 1.14, at least thirty (30) days prior to initiating ground- or vegetation-disturbing activities, the Permittee shall submit to CDFW for review and comment, a list of biological monitors (designated biologist) that will be involved with the Project.
- 4.3 Pre Project Submittal. Pursuant to Condition 2.13, the Permittee shall submit a botanical resources map to CDFW prior to the initiation of project activities.
- 4.4 Pre-Construction Survey Report. Pre-construction survey results, including those listed in Condition 2.7 for Preconstruction General Biology Surveys, 2.9 for Nesting and/or Breeding Bird Surveys, Condition 2.11 for least Bell's vireo, and 2.12 for Tricolored Blackbird shall be summarized in a letter providing information on survey methodology, field observations, results and suggestions. Letter shall be submitted to CDFW for review no later than 48 hours prior to the start of project 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.
- 4.5 Emergent Wetland Removal Schedule Updates. Pursuant to Condition 2.14, the Permittee shall submit a work schedule for the emergent wetland removal activity that covers the first 5 years of this Agreement. The work plan shall be updated in subsequent years throughout the life of this Agreement.
- 4.6 Project Photo-Documentation. Prior to commencement of project activities, Permittee shall photograph the Project site and associated habitat. Spatial information shall be obtained with each photograph location (photopoint).

Photopoints shall be collected in a repeatable manner and identified as permanent photopoints for additional project activity reporting. Upon completion of project activities, Permittee shall photograph the Project site from the same identified photopoints, as described above. This information shall be made available to CDFW upon request.

- 4.7 Annual Reporting of Maintenance Activities. Annual reports shall be submitted to CDFW at the end of the year to document maintenance activities that occurred during that calendar year. These annual reports shall be submitted to CDFW no later than December 31 and, at a minimum, contain: (a) a description of the maintenance activities that were conducted and when they were conducted; (b) details for the type and amount of impacts associated with that maintenance activity; (c) pre and post project photographs (d) and biological survey notes (including construction monitoring); (d) copies of any pertinent reports that were generated during the year; (e) annual mitigation monitoring reports with details outlined in Condition 3.2.3, may also be submitted as part of this requirement; and (g) a copy of, or formal submittal of, the calculated annual maintenance fees (as described below). Annual report shall be sent to CDFW at R5LSACompliance@wildlife.ca.gov.
- 4.8 Annual Maintenance Fees. At the end of each year, when Permittee submits the Annual Report of maintenance activities, Permittee shall determine the number of maintenance projects that were completed during that calendar year and shall calculate and submit to CDFW the associated fee total, based on the fee schedule in place when the fees are submitted (per California Code of Regulations, Title 14). The fees shall be sent to CDFW by December 31 of each calendar year to California Department of Fish and Wildlife, Streambed Alteration Program, South Coast Region 5, 3883 Ruffin Road, San Diego, CA 92123, Reference #1600-2019-0090-R5.
- 4.9 Quadrennial Report. Pursuant to the California Fish and Game Code section 1605 (g) every four years during the term of this Agreement, until the Agreement expires, a Status Report shall be submitted to the CDFW no later than 90 days prior to the end of each four year period (first status report due January 31, 2019). The report shall be sent to CDFW at R5LSACompliance@wildlife.ca.gov. The report shall include the following information:
- 4.9.1 A copy of the original Agreement.
- 4.9.2 The status of the activity covered by the Agreement.
- 4.9.3 An evaluation of the success or failure of the measures in the Agreement to protect the fish and wildlife resources that the activity may substantially adversely affect

- 4.9.4 A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.
- 4.9.5 Reports shall include photo documentation consisting of "before and after" photos of representative work areas in which maintenance was completed with hand tools, and all areas in which work involving heavy equipment occurred.
- 4.9.6 Upon receipt of the Status Report, CDFW will contact the Permittee to schedule an onsite inspection by CDFW staff, to confirm that the Permittee is in compliance with the terms of this Agreement, and that the Agreement is adequately protecting fish and wildlife resources. These onsite inspections shall be conducted by CDFW staff every four years during the term of this Agreement, until the Agreement expires.
- 4.9.7 Following review of the Status Report and the on site inspection, if CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources that are being substantially adversely affected by the activity, CDFW, in consultation with the Permittee, and within 45 days of receipt of the report, shall impose one or more new measures to protect the fish and wildlife resources affected by the activity.

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:

Elena Maggioni
City of Los Angeles, Department of Recreation and Parks
221 Figueroa St. Suite 400
Los Angeles, CA 90021
Elena.maggioni@lacity.com

To CDFW:

Department of Fish and Wildlife
South Coast Region (North)
4665 Lampson Avenue, St C
Los Alamitos, CA 90720
Attn: Lake and Streambed Alteration Program
Notification #1600-2019-0275-R5

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 or field 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 or field 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 or field 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 June 1, 2030, 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. *Ken Malloy Harbor Regional Park Macro-Areas*, prepared by ESA
- B. *Closure of Streambed Alteration Agreement No. 1600-1996-0353-R5, Wilmington Drain Project, Los Angeles County*, prepared by CDFW on June 18, 2019
- C. *Natural Communities and Land Cover Types*, Figure 3a and 3b of the Lake Machado Ecosystems Resource Management and Long Term Maintenance Plan

D. *Lake Machado Long Term Routine Management Plan*, Prepared by the Los Angeles Department of Parks and Recreation

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 DEPARTMENT OF RECREATION AND PARKS

Elena Maggioni
Environmental Specialist III

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Erinn Wilson
Environmental Programs Manager

Date

Prepared by: Audrey Kelly
Environmental Scientist

Exhibit A:
Ken Malloy Harbor Regional Park Macro-Areas,
prepared by ESA:

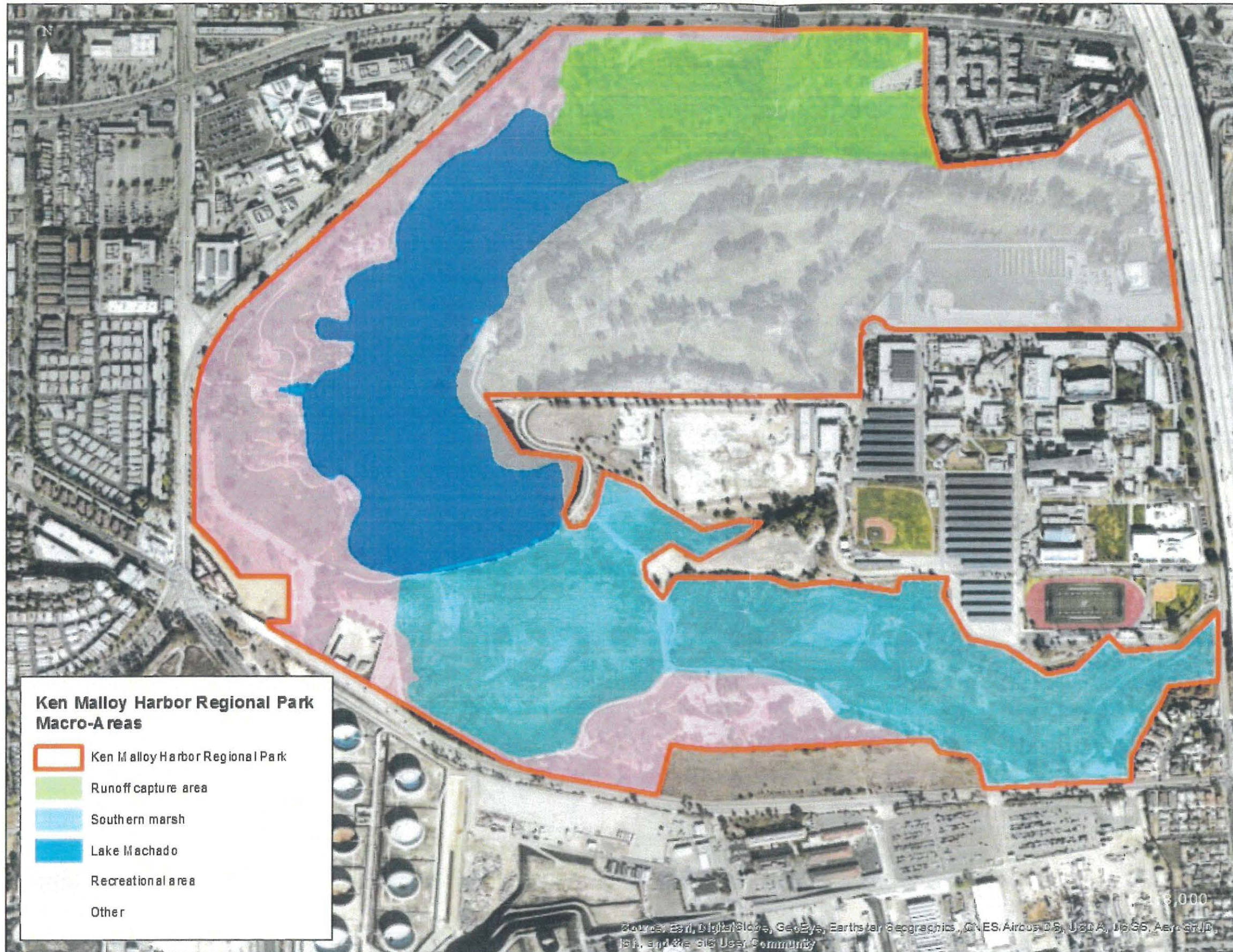


Fig. 1 Ken Malloy Harbor Regional Park Macro-Areas

Exhibit B:

Closure of Streambed Alteration Agreement No.1600-1996-0353-R5,
Wilmington Drain Project, Los Angeles County, prepared by CDFW
on June 18, 2019



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
(858) 467-4201
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



June 18, 2019

Steven Sheridan
Los Angeles County Flood Control District
900 S. Fremont Ave., Annex Bldg. 2nd Floor
Alhambra, CA 91803
SSherida@dpw.lacounty.gov

Closure of Streambed Alteration Agreement No. 1600-1996-0353-R5, Wilmington Drain Project, Los Angeles County

Dear Mr. Sheridan:

The California Department of Fish and Wildlife (Department) has received and reviewed the final monitoring report submitted on April 29, 2019 for the Wilmington Drain Project 3.6 acre area at Machado Lake designated in Amendment number 2 to Streambed Alteration Agreement (Agreement 1600-1996-0353-R5), dated December 5, 2002. A site visit was conducted on May 22, 2019 to review and determine if conditions have met the success criteria as well as the terms and conditions identified in the Notification. The Department has determined, based on this Final Monitoring Report and site visit, that the terms and conditions were met and that the Department deems the mitigation to be successful.

The Department will be closing the file on your notification. We thank you for your cooperation in this matter. If you have any questions, please contact Steve Gibson, Senior Environmental Scientist, at (562) 342-2106 or steve.gibson@wildlife.ca.gov.

Sincerely,

Victoria Tang
Senior Environmental Scientist (Supervisor)

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MARK PESTRELLA, Director

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC WORKS

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IN REPLY PLEASE

REFER TO FILE: **SWM-0**

September 5, 2019

Mr. Michael Shull, General Manager
City of Los Angeles Department of Recreation and Parks
221 N. Figueroa Street, Suite 350
Los Angeles, CA 90012

Dear Mr. Shull:

**NOTIFICATION OF CLOSURE
STREAMBED ALTERATION AGREEMENT NO. 1600-1996-0353-R5
WILMINGTON DRAIN MITIGATION PROJECT AT KEN MALLOY HARBOR
REGIONAL PARK**

On June 18, 2019, California Department of Fish and Wildlife (CDFW) issued a letter of approval to Los Angeles County Flood Control District (LACFCD) for the completion of the 3.6-acre Wilmington Drain Mitigation Project (Exhibit A) under Lake or Streambed Alteration Agreement No. 1600-1996-0353-R5.

Since this project is completed, LACFCD would like to transfer maintenance responsibilities and preservation of the mitigation site to the City of Los Angeles Department of Recreation and Parks (CITY).

Project Location

The mitigation project is located within the City of Los Angeles property, south of Pacific Coast Highway (PCH), north of Anaheim Street, east of Vermont Avenue, and west of Interstate 110 (see Figure 3 – Project Location). The project area is approximately 3.6 acres with the dimensions of 130 feet wide by 1,350 feet long (see Figure 4 – Mitigation Area).

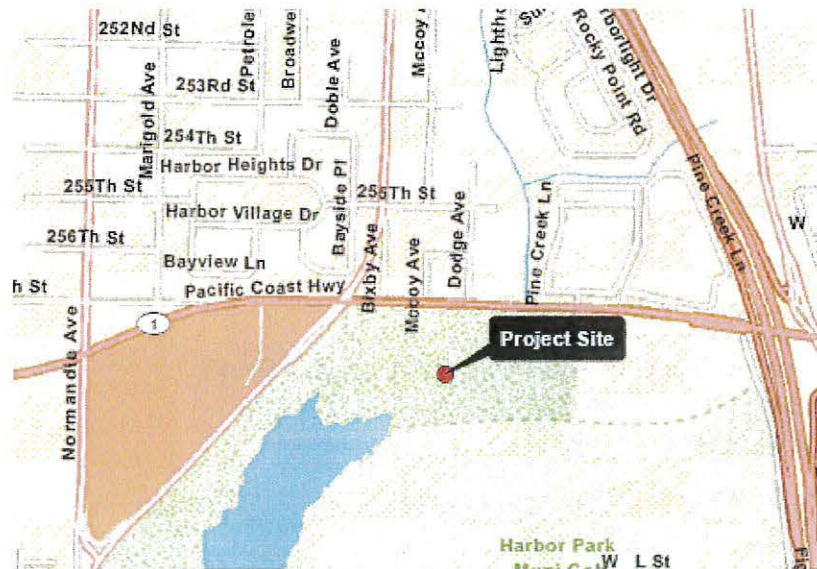
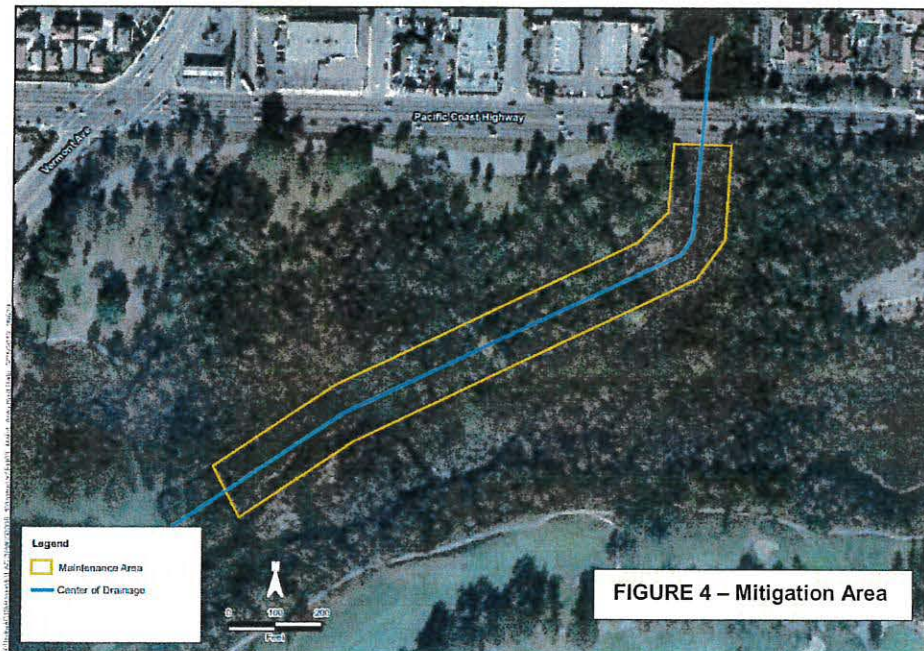


FIGURE 3 – PROJECT LOCATION

In the last seven years, the mitigation site was being maintained by LACFCD in accordance to a permit issued by CDFW and authorized by the CITY. Since mitigation has been completed, LACFCD is transferring the following responsibilities to the CITY:

Mitigation Responsibilities

- (a) Annual removal of invasive vegetation from the mitigation site. Targeted plant species are those defined as invasive and ranked moderate or high in the California Invasive Plant Council (Cal-IPC) List.
- (b) Mitigation site shall be preserved to protect existing fish and wildlife resources in perpetuity. Alteration to the purpose of this mitigation site requires approval from CDFW.



Flood Control Maintenance Responsibility

Annual maintenance of the 130-foot-wide by 1,350-foot-long channel from the Wilmington Drain Outlet (south of PCH) to Machado Lake. This maintenance shall be done to ensure the channel has adequate capacity to convey capital storm flows from Wilmington Drain to Machado Lake.

Mr. Michael Shull
September 4, 2019
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If you have any questions regarding this matter, please contact Ms. Nandini Moran at (626) 458-7810 or ntmoran@pw.lacounty.gov.

Very truly yours,

MARK PESTRELLA
Director of Public Works



STEVEN SHERIDAN
Assistant Deputy Director
Stormwater Maintenance Division

RVG:sg

FLDPUB\GENERAL\RGLOBUS\WILMINGTONDRAIN\5-353-96\BACKGROUND DOCUMENT\2019 MITIGATION ESPONSIBILITY transfer letter\completion letter_wilmington drain mitigation site at machado lake.docx

cc: California Department of Fish and Wildlife (Steve Gibson, **Victoria Tang**)
City of Los Angeles Department of Recreation and Parks (Paul Davis, Darryl Ford, Elena Maggioni, Cathie Santo Domingo)
City of Los Angeles Department of Public Works (Gordon Haines, Shokoufe Marashi Allen Wang)

Exhibit C:

Natural Communities and Land Cover Types, Figure 3a and 3b of the Lake Machado Ecosystems Resource Management and Long Term Maintenance Plan



SOURCE: Mapbox

Lake Machado Ecosystem Resource Management and Long Term Maintenance Plan

Figure 3a
 Natural Communities and Land Cover Types



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SOURCE: Mapbox

Lake Machado Ecosystem Resource Management and Long Term Maintenance Plan

Figure 3b
Natural Communities and Land Cover Types

Exhibit D:

Lake Machado Long Term Routine Management Plan, Prepared by the
Los Angeles Department of Parks and Recreation

