

APPROVED

JAN 16 2019

BOARD REPORT

BOARD OF RECREATION
AND PARK COMMISSIONERS

NO. 19-022

DATE January 16, 2019

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: KEN MALLOY HARBOR REGIONAL PARK – STREAMBED ALTERATION AGREEMENTS WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE TO REMOVE VEGETATION FROM THE NORTH EAST WETLAND AND TO ERADICATE PRIMROSE FROM LAKE MACHADO – ISSUANCE OF GUARANTEED LETTER OF PAYMENT - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(8) [MAINTENANCE OF EXISTING NATIVE GROWTH AND LANDSCAPING] OF CITY OF LOS ANGELES CEQA GUIDELINES

AP Diaz _____

V. Israel _____

for R. Barajas _____

CSP

S. Piña-Cortez _____

H. Fujita _____

*N. Williams _____

[Signature]
General Manager

Approved X

Disapproved _____

Withdrawn _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks (RAP) General Manager or designee to execute Streambed Alteration Agreements #1600-2018-0222-R5 and #1600-2018-0285-R5 (collectively, SAA) with the California Department of Fish and Wildlife (CDFW) in the forms substantially as attached as Attachment B and Attachment C, respectively, to this Report, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
2. Authorize RAP's Chief Accounting Employee to execute and provide the CDFW a Guaranteed Letter of Payment (GLP) for the amount of \$270,000, with a term of four (4) years and in the form substantially as attached as Attachment D of this Report, subject to approval of the Mayor, the City Council, and the City Attorney as to form;
3. Determine that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA), and direct staff to file a Notice of Exemption (NOE);
4. 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
5. Authorize RAP's Chief Accounting Employee to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Ken Malloy Harbor Regional Park (KMHRP) is located at 25820 Vermont Avenue in the San Pedro

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area 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 (1/2) mile walking distance of Ken Malloy Harbor Regional Park. Due to the facilities, features, programs, and services it provides, Ken Malloy Harbor Regional Park meets the standard for a Regional Park, as defined in the City's Public Recreation Plan.

When the park underwent a complete ecological rehabilitation under the Proposition O Program, a portion of the surrounding wetland (about 1.4 acres) was excluded by the project (Attachment A). This area is currently covered by a dense mat of dead wetland vegetation (bulrush and cattail) that prevents access by maintenance crews. The wetland is located in the northeast section of the park and for the purpose of the regulatory permits, is called the "northeast wetland".

In the last year, the Greater Los Angeles County Vector Control District (GLCVCD) has been in communication with RAP regarding vegetation management at KMHRP and has requested that RAP remove vegetation in order to allow its crews access to the area 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 CDFW, RAP staff submitted notification of the proposed maintenance project to CDFW in July 2018. CDFW evaluated the submission and requested RAP to sign two (2) Streambed Alteration Agreements (SAA) to authorize the project.

SAA #1600-2018-0222-R5 (Attachment B) authorizes RAP to remove the dead vegetation but requires some mitigation for removing 1.08 acres of wetland habitat.

As a mitigation measure, the agreement requires RAP to eradicate the primrose (*Ludwigia sp.*) growing in Lake Machado and in the adjacent North Channel and gives the City four (4) years to complete the process. To authorize the mitigation, CDFW requires that RAP sign an additional streambed alteration agreement (SAA #1600-2018-0285-R5 – Attachment C) that details the project scope and operations.

In order to make RAP accountable, SAA #1600-2018-0222-R5 requires that the City issue a letter of credit benefiting CDFW for the estimated amount required to complete the mitigation project. Such letter will expire when CDFW expects the mitigation project to be concluded (four (4) years from signing, in 2023). RAP Finance Division proposes to issue a Guaranteed Letter of Payment (GLP) in order to fulfill CDFW's letter of credit requirement. Attachment D includes a template for the GLP which RAP intends to issue, subject to approval by the CDFW.

Since the current extension of the primrose invasion is 1.08 acres, the amount of the GLP has been estimated to be equivalent to the price of a 1.08 acres enhancement credit for wetland riparian habitat, purchased from a reputable mitigation bank. Staff received a quote from Land Veritas Soquel Canyon Mitigation Bank that states that the price of an enhancement credit for wetland riparian habitat is set at \$250,000 per acre and therefore, the amount of the GLP will amount to \$270,000 (Attachment E).

TECHNICAL CHARACTERISTICS OF THE PROJECT

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SAA #1600-2018-0222-R5 authorizes RAP to remove the excessive vegetation (about 10,000 and 14,000 cubic yards of dead plants) from the northeast wetland manually with an amphibious equipment. It also authorizes dewatering the removed vegetation and hauling it to a landfill. It requires pre-construction biological survey, nesting bird surveys if the project coincides with the nesting season (February 1st – September 1st) and Least Bell's Vireo survey if the project coincides with the Least Bell's Vireo nesting season.

SAA #1600-2018-0285-R5 authorizes RAP to remove the existing primrose from Lake Machado and from the North Channel with mechanical equipment and requires monitoring and removal for the following four (4) years. It requires pre-construction biological surveys, nesting bird surveys and Least Bell's Vireo nesting surveys as previously described.

TREES AND SHADE

The approval of these agreements and the issuance of the GLP will have no impact on existing trees or shade at Ken Malloy Harbor Regional Park.

ENVIRONMENTAL IMPACT STATEMENT

The proposed project consists of the maintenance of an existing native growth and landscaping. Therefore, staff recommends that the Board determine that it is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) of City of Los Angeles CEQA Guidelines and to Article 19, Section 15333 of California CEQA Guidelines.

FISCAL IMPACT STATEMENT

RAP will guarantee payment to CDFW the amount of \$270,000 if the work is not completed as required on the agreement. Funds will come from RAP Department 302.

This Board Report was prepared by Elena Maggioni, Environmental Specialist, Planning, Construction and Maintenance Branch, Department of Recreation and Parks.

ATTACHMENT

Attachment A: Project Area

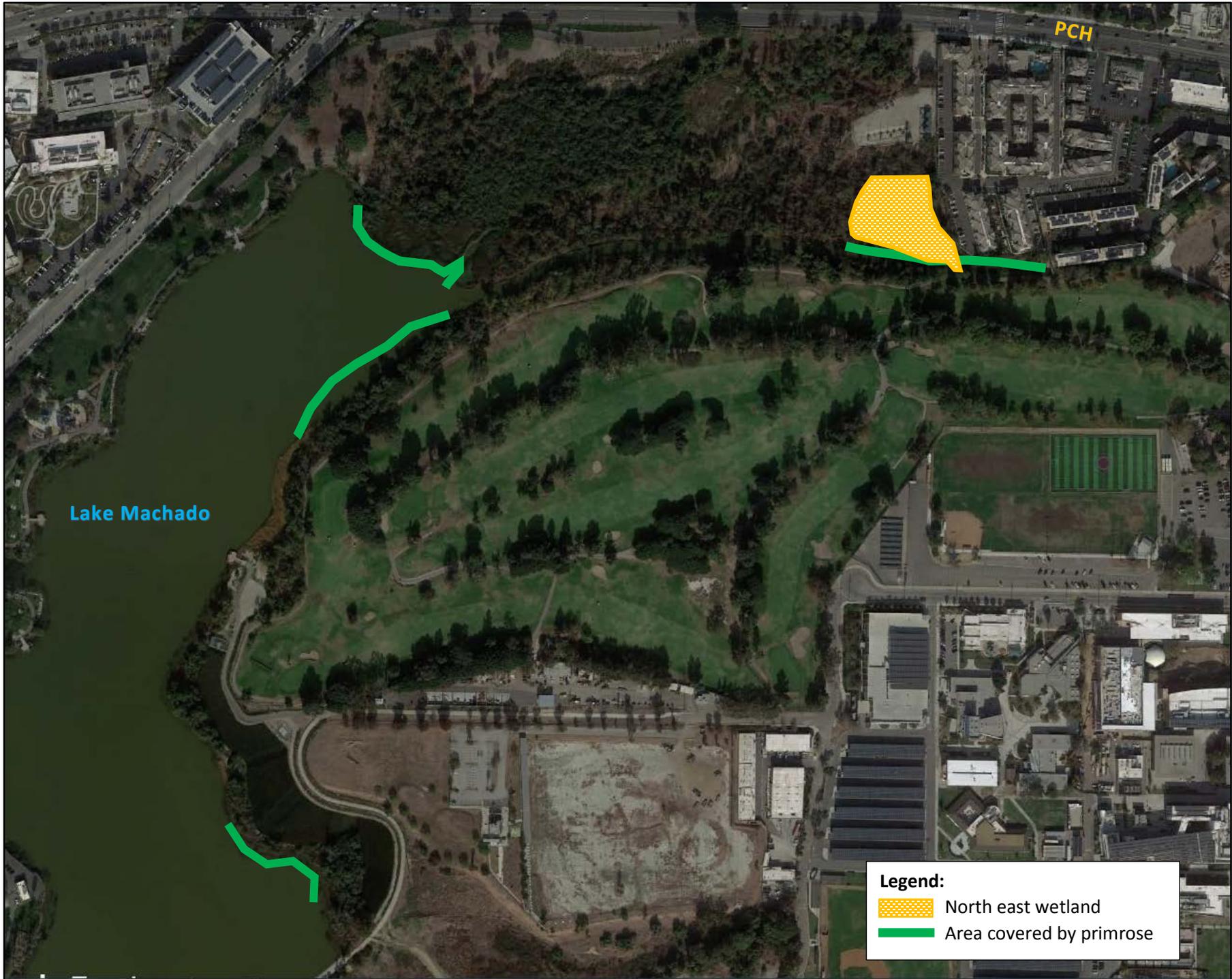
Attachment B: Streambed Alteration Agreement #1600-2018-0222-R5

Attachment C: Streambed Alteration Agreement #1600-2018-0285-R5

Attachment D: Guarantee Letter of Payment

Attachment E: Land Veritas Soquel Canyon Mitigation Bank Quote

Lake Machado Vegetation Removal



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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2018-0222-R5

CITY OF LOS ANGELES
MACHADO LAKE NORTH EAST WETLAND VEGETATION REMOVAL

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Los Angeles (Permittee) as represented by Paul Davis.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on August 1, 2018, 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 at the Ken Malloy Harbor Regional Park, in Machado Lake, a tributary to the Pacific Ocean, in the County of Los Angeles, State of California; Latitude 33.7892, Longitude -118.2861. The project is located in Harbor City, Los Angeles County, within Township T4S, Range 13W on the U. S. Geological Survey (USGS) Torrance 7.5 minute series quadrangle topographic map.

PROJECT DESCRIPTION

This agreement is limited to the removal of California Bulrush and Cattail from the north east wetland at Machado Lake – Ken Malloy Regional Park. Vegetation removal will not impact mitigation lands adjacent to the proposed project site [see Lake or Streambed Alteration (LSA) Agreement 1600-2007-0463-R5]. The purpose of this project is to implement vector control activities within Machado Lake. The project will remove 80

percent of the aquatic vegetation biomass, predominantly comprised of cattails and bulrush. 20 percent of the biomass will remain intact as two islands to allow existing wildlife species a refuge. Future routine maintenance activities will be permitted under a separate long-term routine maintenance agreement.

The project is proposed in response to Los Angeles County Vector Control request for increased access and reduced habitat for breeding populations of public health vectors of disease and illness and the need to maintain the original as-built conditions of man-made wetlands.

AUTHORIZED ACTIVITIES

- 1) Use of Amphibious Vehicle to access the project area. The vehicle will travel from Machado Lake's northwest shore, strictly utilizing the North Channel to access the project area.
- 2) Clearing, grubbing, and removal of marsh vegetation within the Northeast Wetlands of Machado Lake. Project activities are expected to last 10 weeks. Work will be conducted using an Amphibious Vehicle with a customized bucket designed for aquatic vegetation removal. The material will be removed from the site via the amphibious vehicle and stockpiled on the northwest shore before being disposed off-site at an appropriate disposal facility authorized to accept this type of material. The quantity of material is estimated to be between 10,000 and 14,000 cubic yards (CY). Two islands of vegetation will be left intact to provide wildlife habitat. The northern island will be about 5,000 square feet and the southern island about 3,200 square feet and will be placed at the highest points of the wetland (Exhibit A).
- 3) Manual removal of marsh vegetation within the Northeast Wetlands of Machado Lake. Removal will occur with line trimmers, and brush cutters. Vegetation will be hauled off from the north parking lot to a landfill. This agreement does not authorize excavation, or dredging of the wetlands. Impacts to trees and shrubs are not authorized under this agreement, including the removal of dead trees and shrubs.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect, based on information received from the Permittee and other resources, include: **Mammals:** pallid bat (*Antrozous pallidus*), big brown bat (*Eptesicus fuscus*), western yellow bat (*Lasiurus xanthinus*), coyote (*Canis latrans*), and numerous other mammal species; **Birds:** mallard (*Anas platyrhynchos*), barn owl (*Tyto alba*), Cooper's hawk (*Accipiter cooperii*), red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), killdeer (*Charadrius vociferous*), rock pigeon (*Columba livia*), mourning dove (*Zenaida*

macroura), yellow warbler (*Dendroica petechia*), American kestrel (*Falco sparverius*), Bewick's wren (*Thryomanes bewickii*), least Bell's vireo (*Vireo bellii pusillus*), swallows (*Hirundinidae spp.*), sparrows (*Emberizidae spp.*), finches (*Fringillidae spp.*), wood warblers (*Parulidae spp.*) and numerous other bird species; **Native Plants:** bulrush (*Typha latifolia*), cattail (*Typha spp.*), Black willow thickets (*Salix spp.*), mulefat (*Baccharis spp.*) thickets, riparian herbaceous vegetation, and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area.

Permanent Impacts

Permanent impacts to 0.5 acres of California Bulrush Marsh and 0.5 acres of Cattail Marsh will occur from project activities (e.g., vegetation removal).

The potential adverse effects the project may have on fish and wildlife resources due to project related activities 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).

Temporary Impacts

Temporary impacts to 1.4 acres of Open Water dominated by waterprimrose (*Ludwigia hexapetala*) will occur from project activities (e.g., access to project area using amphibious vehicle).

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Notification Prior to Work. 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 # 1600-2018-0222-R5.

1.2 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.

1.3 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.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Covered Activities. This Agreement covers activities associated with the Machado Lake North East Wetland Vegetation Removal Project. Activities associated with Maintenance are not detailed in this Agreement and are not covered by this Agreement. Any activities not specifically agreed to would be subject to future notification(s) and, if applicable, agreement(s) subject to FGC Section 1600 *et seq.*

1.6 Adherence to Existing Water Rights. All facilities that the Permittee owns, operates, or controls shall be operated in accordance with current law and applicable water rights, including Pueblo Rights.

1.7 Designated Biologist(s). At least fifteen (15) days before initiating authorized activities, Permittee shall submit to CDFW for its review and approval of biological monitor (Designated Biologist) including his/her business address and contact information. CDFW will respond in written format with the disciplines the Designated Biologists are approved to handle (birds, construction monitoring, fish, plants, mammals). 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 including bats. The Designated Biologist shall be responsible for monitoring at specifically designated locations and conducting other project activities, including, but not limited to, preconstruction surveys and focused surveys.

1.8 Designated Biologist Authority. The Designated Biologist shall have the responsibility to concurrently notify the Permittee and CDFW of any activity that is not in compliance with this Agreement, and/or to recommend to Permittee 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.

2. Avoidance and Minimization Measures

Permittee shall implement the following measures during project-related activities, to avoid or minimize adverse impacts to fish and wildlife resources identified above.

Species Specific 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 USFWS or 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 Non-listed Special Status Species and other Vertebrates-Methodology. A Designated Biologist shall be present during work in all CDFW jurisdictional areas within the project area during initial Project-related activities to monitor for non-listed special-status and/or common ground-dwelling vertebrates encountered in the path of Project-related activities. If non-listed special-status species and/or common ground-dwelling vertebrates are observed within harm's way, the following protection measures shall be implemented at the discretion of the Designated Biologist: 1) Allow the species to relocate itself to appropriate habitat outside the disturbance area; and 2) Install silt fence or other exclusionary fencing to prevent species from re-entering the disturbance area. The Designated Biologist shall have authority to temporarily stop construction activities until the species is determined to be out of harm's way.

2.4 Reporting Observations to CNDDDB. Permittee shall be responsible for reporting all observations of threatened/endangered species or of species of special concern to CDFW's Natural Diversity Data Base within ten (10) days of sighting. The website address for online submissions/instructions: <https://www.wildlife.ca.gov/Data/CNDDDB>.

General Mitigation Measures

2.5 Leave Wildlife Unharmd. If any wildlife is encountered during the course of project activities, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately.

2.6 Hours of Operation and Lighting. Permittee's project activities shall take place during daylight hours only. No night work is authorized.

2.7 Disturbance or Removal. Disturbance or removal of vegetation shall not exceed the limits approved by this Agreement. Any disturbed portions of any stream channel or reservoir margin outside of the project limits shall be restored to their original condition under the direction of CDFW.

2.8 General Preconstruction Survey. Prior to the start of project activities, a Designated Biologist shall conduct a preconstruction survey no more than three (3) days and no less than one (1) day before proposed activities for the presence of fish,

wildlife, or plants within the project area and adjacent areas with accessible suitable habitat and establish protective measures in accordance with other conditions of the Agreement. Survey results, including negative findings, analysis, recommendations, and field notes shall be provided to CDFW prior to the start of work. Should any species of concern be found during pre-construction 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. Permittee shall resolve all CDFW comments prior to initiation of project activities.

Bird Surveys

2.9 Migratory Birds. Be advised, migratory nongame native bird species and their nests are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. § 10.13). Sections 3503, 3503.5, 3011, and 3513 of the California Fish and Game Code prohibit take of all birds and their nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

2.10 Nesting Birds. To protect nesting birds, no vegetation removal shall occur from February 1 to September 1 unless the following nesting bird surveys as described below are completed by a Designated Biologist, and no nesting birds are present within a 300-foot radius (500-foot for threatened and endangered species, and all raptors, including both diurnal and nocturnal species). This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Fish & G. Code, § 3503) or any raptor nest (Fish & G. Code, § 3503.5) at any time of the year.

2.11 Bird Survey. If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (February 1 to September 1), a focused survey for active nest of such birds shall be conducted by a Designated Biologist within seven (7) days prior to the beginning of project-related activities with the final survey no more than 48 hours prior to work in the area. The results of the survey shall be submitted to the Region 5 office by email to R5LSACompliance@wildlife.ca.gov. The results of the survey shall include (1) dates of surveys, (2) total field time of survey efforts, (3) map of survey routes, (4) name of biologist, and (5) location of any active nests and the species that were found. Refer to Notification Number 1600-2018-0222-R5 when submitting the survey to the CDFW.

2.11.1 If the survey identifies an active nest, a buffer shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated by temporary fencing if site conditions allow and does not create additional disturbance, and shall be in effect throughout construction or until the nest is no longer active.

2.11.2 The buffer shall be a minimum of 300 feet (500 feet for raptors) of a non-CESA/ESA listed nesting migratory bird nest, and 500 feet of a

CESA/ESA listed bird nest. Reductions in the nest buffer distance may be appropriate depending on the avian species involved, ambient levels of human activity, screening vegetation, or possibly other factors.

2.11.3 Absent a 300/500-foot no impact buffer, the Designated Biologist shall prepare and submit to CDFW a Bird Management and Monitoring Plan (Plan) that includes survey results and establishes the necessary buffers to avoid take of nest as defined in FGC Section 3503 and 3503.5.

2.11.4 The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities. The buffer(s) shall be determined based upon the life history of the individual species, species sensitivity to noise, vibration, and general disturbance, current site conditions (screening vegetation, terrain, etc.), ambient levels of human activity, the various project-related activities necessary to construct the project, and other features.

2.11.5 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).

2.11.6 If project related activities cease for longer than five (5) days, a focused survey for active nest of such birds shall be conducted again by a Designated Biologist within seven (7) days prior to the beginning of project-related activities with the final survey no more than 48 hours prior to work in the area.

2.12 Trees with Active Nests. Permittee shall not disturb trees that contain active bird nests without prior consultation and approval of a CDFW representative.

2.13 Least Bell's Vireo. Project activities shall not impact suitable nesting habit for least Bell's vireo (e.g., woody riparian species such as willow and mulefat thickets). If impacts to suitable nesting habitat for least Bell's vireo is expected, prior to any work commencing, focused surveys following USFWS protocol for least Bell's vireo, shall be conducted from April 10 through July 31. The physical extent of the survey area shall include all areas within 500 feet of project disturbance. Survey results shall be submitted in writing to CDFW for review.

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

2.13.2 If least Bell's vireo or other listed bird species, are present, the following

avoidance measures shall be implemented;

- 2.13.2.1 No construction shall take place between March 15 through September 15 or until the young have fledged or the nest has been determined to have failed.
- 2.13.2.2 If least Bell's vireo are 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.

Turbidity and Siltation

2.14 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.

2.15 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

2.16 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.

2.17 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.

2.18 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.

2.19 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.

2.20 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

2.21 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.

2.22 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.

2.23 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.

2.24 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

Permittee shall meet each reporting requirement described below.

3.1 Permanent Impacts. To compensate for permanent impacts to 0.5 acres of California Bulrush Marsh, and 0.5 acres of Cattail Marsh; and temporary impacts to 1.4 acres of open water, Permittee shall mitigate with enhancement, the eradication of Floating primrose-willow from Machado Lake using the following mitigation option outlined below.

3.1.1 Permittee Responsible Mitigation - Permittee shall mitigate with complete eradication of Floating primrose-willow from 45.4 acres of Machado Lake. This work will be authorized under LSA Agreement 1600-2018-0285-R5. LSA Notification 1600-2018-0285-R5 has currently identified 1.08 acres of Floating primrose-willow within Machado Lake.

3.2 Temporary Impacts. The Permittee shall restore all areas within the project area temporarily impacted by project activities, such as staging areas and temporary access areas. Temporary impact areas altered during the project shall be returned to natural contours without creating a possible future bank erosion problem.

3.3 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 proposal for mitigation is of lower function and values than the habitat impacted by the project. If additional temporal impacts (time project activities and initiation of mitigation) occur, then the compensatory mitigation shall be increased. Therefore, for each year of project delay past one year of Project impacts authorized by this Agreement, the mitigation shall be increased by 10 percent of the original mitigation acreage requirement detailed above.

3.4 Ludwigia Eradication Plan. Permittee shall submit a Ludwigia Eradication Plan pursuant to LSA Agreement 1600-2018-0285-R5 to CDFW for review and approval that includes the complete eradication of Floating primrose-willow from 45.4 acres of Machado Lake prior to initiation of project activities. At the time LSA Notification 1600-2018-0285-R5 was submitted, Permittee identified 1.08 acres of Floating primrose-willow within Machado Lake.

3.5 Restoration/Mitigation Success Criteria. The site shall contain 0% Floating primrose-willow cover for the mitigation to be deemed successful. Floating primrose-willow removal shall be conducted throughout the 4-year monitoring and maintenance period. Prior to release from mitigation obligations, Permittee shall demonstrate that 0% Floating primrose-willow cover has been maintained at the site over a 3-year monitoring period.

3.6 Mitigation Location Restraints. Mitigation shall not occur in fuel modification zones, future project areas, or areas of maintenance.

3.7 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 twice a year, through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least four years and until mitigation

success criteria have been met. Photos from designated photo stations shall be included.

3.8 Mitigation Success. After the fourth monitoring year, if the site has met the success criteria outlined in Condition 3.5, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site shall be free of trash, and any irrigation infrastructure shall be removed if it was used (unless there is an acceptable justification with CDFW approval for leaving the irrigation system in place).

3.9 Analysis Record for Complete Eradication of Floating primrose-willow from Machado Lake. Prior to initiating project activities, the Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure vegetation removal, planning and engineering, herbicide treatments, monitoring, and legal fees for the mitigation subject to this Agreement. Permittee shall submit the results of the PAR to CDFW for review and approval prior to executing a Letter of Credit.

3.10 Right to Deny. CDFW has the right to deny the proposed mitigation site/conservation easement if, on review of the preliminary title report, Phase One Environmental Assessment, or mineral risk assessment CDFW determines the site(s) do not have suitable conservation value.

3.11 Mitigation for Unauthorized Impacts. Permittee shall mitigate at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. Mitigation ratio may increase depending on the unauthorized impacts. 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.

4. Financial Security

Permittee shall provide a financial security for all mitigation measures pursuant to this Agreement as described below.

4.1 Letter of Credit. A Letter of Credit in a form acceptable to CDFW (LOC) for the amount of all mitigation measures pursuant to this Agreement shall be submitted to CDFW prior to initiation of project activities, including site preparation and staging. This amount of the LOC shall be based on the PAR analysis in Condition 3.9.

4.2 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval prior to execution. The LOC shall not be executed without CDFW's prior approval.

4.3 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC at least sixty (60) days prior to the expiration date.

4.4 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

5. Reporting Measures

Permittee shall meet each reporting requirement described below.

5.1 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 e-mail address: R5LSACompliance@wildlife.ca.gov, Reference # 1600-2018-0222-R5.

5.2 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 # 1600-2018-0222-R5 and CC Eric.Chan@wildlife.ca.gov.

5.3 Final Construction Report. Permittee shall provide a final construction report to CDFW no later than **thirty (30) days after the project is fully completed**. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post-project (including staging and access areas), post-project photographs, and biological survey notes (including construction monitoring).

5.4 Mitigation Annual Report. Permittee shall submit an annual mitigation status report to CDFW by February 1 of each year for a minimum of four (4) years after mitigation implementation. The report shall include photographs from designated photograph stations and other relevant information such as the percent cover of Floating primrose-willow onsite, the acreage of Floating primrose willow treated in that year; an overview of the eradication effort, the treatment effectiveness, and the method used to assess these parameters; comparison of vegetation trends throughout the monitoring years; a summary of invasive species control, methods used to remove non-native plants; and a list of wildlife observed on site.

5.5 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the project area and mitigation area. For more details on creating shapefiles, please visit <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>.

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:

Paul Davis
Department of Recreation and Parks
221 N Figueroa St. Suite 400
Los Angeles, CA 90012
paul.j.davis@lacity.org

To CDFW:

Department of Fish and Wildlife
South Coast Region
4665 Lampson Ave.
Los Alamitos, California 90720
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0222-R5
Email: R5LSACompliance@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by 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 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 section 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 November 30, 2023, 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.

EXHIBITS

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

- A. Exhibit A "Machado Lake North East Wetland Islands"

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 City of Los Angeles

Paul Davis
Designated Representative

Date

For Department of Fish and Wildlife

Erinn Wilson
Environmental Program Manager I

Date

Prepared by: Eric Chan
Environmental Scientist

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2018-0285-R5

CITY OF LOS ANGELES
MACHADO LAKE INVASIVE VEGETATION REMOVAL

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Los Angeles (Permittee) as represented by Michael A. Shull.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 26, 2018, 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 at the Ken Malloy Harbor Regional Park, in Machado Lake, a tributary to the Pacific Ocean, in the County of Los Angeles, State of California; Latitude 33.7892, Longitude -118.2861. The project is located in Harbor City, Los Angeles County, within Township T4S, Range 13W on the U. S. Geological Survey (USGS) Torrance 7.5 minute series quadrangle topographic map.

PROJECT DESCRIPTION

This agreement is limited to the complete eradication of Floating primrose-willow (*Ludwigia peploides*) from 45.4 acres of Machado Lake – Ken Malloy Regional Park. Currently, 1.08 acres of Floating primrose-willow have been identified within Machado Lake. Vegetation removal will not impact mitigation lands adjacent to the proposed project site [see Lake or Streambed Alteration (LSA) Agreement 1600-2007-0463-R5].

The purpose of this project is to serve as mitigation for the impacts authorized under LSA Agreement 1600-2018-0222-R5, which includes permanent impacts (i.e., vegetation removal) to 0.5 acres of California Bulrush Marsh and 0.5 acres of Cattail Marsh.

AUTHORIZED ACTIVITIES

- 1) Use of motor boat and aquatic amphibious vehicle to access the project area. The vehicles will travel within Machado Lake to access populations of Floating primrose-willow (Exhibit A).
- 2) Clearing, grubbing, and removal of Floating primrose-willow within Machado Lake. Work will be conducted both by hand and mechanically. Mechanical work will utilize an Amphibious Vehicle with a customized bucket designed for aquatic vegetation removal. The material will be removed from the site via the amphibious vehicle and stockpiled on the northwest shore before being disposed off-site at an appropriate disposal facility authorized to accept this type of material. Hand removal of Floating primrose-willow will utilize aquatic vegetation weeding tools such as long stem rakes. Once initial removal activities are completed, the Floating primrose willow will be treated with glyphosate to discourage regrowth. The glyphosate will be applied from a flat bottom motor boat.
- 3) The Permittee will monitor Machado Lake for a period of 4 years from the executed date of this agreement to ensure Floating primrose-willow is completely eradicated from Machado Lake. If Floating primrose-willow is found onsite post the 5-year monitoring period, Permittee shall eradicate immediately.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect, based on information received from the Permittee and other resources, include: **Mammals:** pallid bat (*Antrozous pallidus*), big brown bat (*Eptesicus fuscus*), western yellow bat (*Lasiurus xanthinus*), coyote (*Canis latrans*), and numerous other mammal species; **Birds:** mallard (*Anas platyrhynchos*), barn owl (*Tyto alba*), Cooper's hawk (*Accipiter cooperii*), red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), killdeer (*Charadrius vociferous*), rock pigeon (*Columba livia*), mourning dove (*Zenaida macroura*), yellow warbler (*Dendroica petechia*), American kestrel (*Falco sparverius*), Bewick's wren (*Thryomanes bewickii*), least Bell's vireo (*Vireo bellii pusillus*), swallows (*Hirundinidae spp.*), sparrows (*Emberizidae spp.*), finches (*Fringillidae spp.*), wood warblers (*Parulidae spp.*) and numerous other bird species; **Native Plants:** bulrush (*Typha latifolia*), cattail (*Typha spp.*), Black willow thickets (*Salix spp.*), mulefat (*Baccharis spp.*) thickets, riparian herbaceous vegetation, and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for

such species in the area.

Permanent Impacts

The potential adverse effects the project may have on fish and wildlife resources due to project related activities 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).

Temporary Impacts

Temporary impacts to 45.4 acres of Open Water dominated by Floating water primrose (*Ludwigia hexapetala*) will occur from project activities (e.g., access to project area using amphibious vehicle, removal work). Currently, 1.08 acres of Floating primrose-willow have been identified within Machado Lake.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Notification Prior to Work. 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 # 1600-2018-0285-R5.

1.2 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.

1.3 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.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Covered Activities. This Agreement covers activities associated with the Machado Lake North East Wetland Vegetation Removal Project. Activities associated with Maintenance are not detailed in this Agreement and are not covered by this Agreement.

Any activities not specifically agreed to would be subject to future notification(s) and, if applicable, agreement(s) subject to FGC Section 1600 *et seq.*

1.6 Adherence to Existing Water Rights. All facilities that the Permittee owns, operates, or controls shall be operated in accordance with current law and applicable water rights, including Pueblo Rights.

1.7 Designated Biologist(s). At least fifteen (15) days before initiating authorized activities, Permittee shall submit to CDFW for its review and approval a list of biological monitors (Designated Biologists) including their names, qualifications, business address and contact information. CDFW will respond in written format with the disciplines the Designated Biologists are approved to handle (birds, construction monitoring, fish, plants, mammals). 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 including bats. The Designated Biologist shall be responsible for monitoring at specifically designated locations and conducting other project activities, including, but not limited to, preconstruction surveys and focused surveys.

1.8 Designated Biologist Authority. The Designated Biologist shall have the responsibility to concurrently notify the Permittee and CDFW of any activity that is not in compliance with this Agreement, and/or to recommend to Permittee 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.

2. Avoidance and Minimization Measures

Permittee shall implement the following measures during project-related activities, to avoid or minimize adverse impacts to fish and wildlife resources identified above.

Species Specific 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 species or of species of special concern to CDFW's Natural Diversity Data Base within ten (10) days of sighting. The website address for online submissions/instructions: <https://www.wildlife.ca.gov/Data/CNDDDB>.

General Mitigation Measures

2.4 Leave Wildlife Unharmmed. If any wildlife is encountered during the course of project activities, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately.

2.5 Hours of Operation and Lighting. Permittee's project activities shall take place during daylight hours only. No night work is authorized.

2.6 Disturbance or Removal. Disturbance or removal of vegetation shall not exceed the limits approved by this Agreement. Any disturbed portions of any stream channel or reservoir margin outside of the project limits shall be restored to their original condition under the direction of CDFW.

2.7 General Preconstruction Survey. Prior to the start of project's activities, a Designated Biologist shall conduct a preconstruction survey no more than ten (10) days before proposed activities for the presence of fish, wildlife, or plants within the project area and adjacent areas with accessible suitable habitat and establish protective measures in accordance with other conditions of the Agreement. Survey results, including negative findings, analysis, recommendations, and field notes shall be provided to CDFW prior to the start of work. Should any species of concern be found during pre-construction 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. Permittee shall resolve all CDFW comments prior to initiation of project activities.

Bird Surveys

2.8 Migratory Birds. Be advised, migratory nongame native bird species and their nests are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. § 10.13). Sections 3503, 3503.5, 3011, and 3513 of the California Fish and Game Code prohibit take of all birds and their nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

2.9 Nesting Birds. To protect nesting birds, no vegetation removal shall occur from February 1 to September 1, unless the following nesting bird surveys as described below are completed by a Designated Biologist, and no nesting birds are present within a 300-foot radius (500-foot for threatened and endangered species, and all raptors, including both diurnal and nocturnal species). This Agreement does not allow the Permittee, any employees, or agents to destroy or disturb any active bird nest (Fish & G. Code, § 3503) or any raptor nest (Fish & G. Code, § 3503.5) at any time of the year.

2.10 Bird Survey. If construction, grading, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (February 1 to September 1), a focused survey for active nest of such birds shall be conducted by a Designated Biologist within seven (7) days prior to the beginning of project-related activities with the final survey no more than 48 hours prior to work in the area. The results of the survey shall be submitted to the Region 5 office by email to R5LSACompliance@wildlife.ca.gov. The results of the survey shall include (1) dates of surveys, (2) total field time of survey efforts, (3) map of survey routes, (4) name of biologist, and (5) location of any active nests and the species that were found. Refer to Notification Number 1600-2018-0285-R5 when submitting the survey to the CDFW.

2.10.1 If the survey identifies an active nest, a buffer shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated by temporary fencing if site conditions allow and does not create additional disturbance, and shall be in effect throughout construction or until the nest is no longer active.

2.10.2 The buffer shall be a minimum of 300 feet (500 feet for raptors) of a non-CESA/ESA listed nesting migratory bird nest, and 500 feet of a CESA/ESA listed bird nest. Reductions in the nest buffer distance may be appropriate depending on the avian species involved, ambient levels of human activity, screening vegetation, or possibly other factors.

2.10.3 Absent a 300/500-foot no impact buffer, the Designated Biologist shall prepare and submit to CDFW a Bird Management and Monitoring Plan (Plan) that includes survey results and establishes the necessary buffers to avoid take of nest as defined in FGC Section 3503 and 3503.5.

2.10.4 The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities. The buffer(s) shall be determined based upon the life history of the individual species, species sensitivity to noise, vibration, and general disturbance, current site conditions (screening vegetation, terrain, etc.),

ambient levels of human activity, the various project-related activities necessary to construct the project, and other features.

2.10.5 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).

2.10.6 If project related activities cease for longer than five (5) days, a focused survey for active nest of such birds shall be conducted again by a Designated Biologist within seven (7) days prior to the beginning of project-related activities with the final survey no more than 48 hours prior to work in the area.

2.11 Trees with Active Nests. Permittee shall not disturb trees that contain active bird nests without prior consultation and approval of a CDFW representative.

2.12 Least Bell's Vireo. Project activities shall not impact suitable nesting habit for least Bell's vireo (e.g., woody riparian species such as willow and mulefat thickets). If impacts to suitable nesting habitat for least Bell's vireo is expected, prior to any work commencing, focused surveys following USFWS protocol for least Bell's vireo, shall be conducted from April 10 through July 31. The physical extent of the survey area shall include all areas within 500 feet of project disturbance. Survey results shall be submitted in writing to CDFW for review.

2.12.1 Survey protocol for least Bell's vireo can be found at:

<http://www.fws.gov/pacific/ecoservices/endangered/recovery/documents/LeastBellsVireoQuals.pdf>.

2.12.2 If least Bell's vireo or other listed bird species, are present, the following avoidance measures shall be implemented;

2.12.2.1 No construction shall take place between March 15 through September 15 or until the young have fledged or the nest has been determined to have failed.

2.12.2.2 If least Bell's vireo are 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.

Turbidity and Siltation

2.13 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.

2.14 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

2.15 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.

2.16 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.

2.17 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.

2.18 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.

2.19 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

2.20 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.

2.21 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.

2.22 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.

2.23 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.

2.24 Herbicide Approved for Use Near Water. The Permittee shall only use an herbicide approved for use in an aquatic environment. Great care shall be taken to avoid contact with any native vegetation, and it shall only be applied on calm days (wind less than 5 miles per hour) to prevent airborne transfer of herbicide. No herbicides shall be used where Threatened or Endangered species would be directly exposed to liquid solution. Herbicide mixing sites shall only be located at existing road sites outside of the stream. All removed vegetation shall be disposed of properly, outside the flood plain. Spoil sites of Arundo or other exotic species shall not be located within a flowing stream or where it will cover aquatic or riparian vegetation.

2.24.1 Adjuvants. Only adjuvants and non-ionic surfactants registered for aquatic use shall be used. Non-ionic surfactants containing Nonylphenol (NP) and nonylphenol ethoxylates (NPEs) shall not be used.

2.24.2 Pre-emergent Herbicide. Permittee shall not use pre-emergent herbicide without prior written approval by CDFW.

2.24.3 Herbicide Spray Dye. Permittee shall ensure all herbicide sprays utilized within and within 25 feet of CDFW jurisdictional waters and sensitive habitat areas contain a dye (registered for aquatic use by California Department of Pesticide Regulation (CDPR) to prevent overspray.

2.24.4 Pest Control Advisor Recommendation. CDFW recommends Permittee obtain a Pest Control Advisor's (PCA) recommendation and register it with the County Agricultural Commissioner where application will occur prior to applying herbicide

in streambed areas. The Permittee may have additional requirements or recommendations necessary for application on municipal/government property and Permittee shall supply CDFW with written notifications or copies of paperwork required by other local, State, or Federal agencies related to pesticide use.

2.24.5 Herbicide Use in Conformance with Applicable Laws. Nothing in this Agreement represents a PCA recommendation that allows for an action that conflicts with herbicide use regulations. All herbicide use conditions for mixing, application and clean-up shall conform to all applicable Federal, State, and local regulations. Any application of herbicide shall be done by a licensed or certified applicator in accordance with all applicable, federal, state, and local laws.

3. Compensatory Measures

Permittee shall meet each reporting requirement described below.

3.1 Ludwigia Eradication Plan. Prior to initiation of project activities, Permittee shall submit a Ludwigia Eradication Plan to CDFW for review and approval that includes the complete eradication of Floating primrose-willow from 45.4 acres of Machado Lake. Currently, 1.08 acres of Floating primrose-willow have been identified within Machado Lake. The HMMP shall include proposed treatment methods, including plan of access, frequency of treatments and all machinery to be used for the eradication effort. The Ludwigia Eradication Plan shall include all monitoring requirements as described in this agreement and in LSA Agreement 1600-2018-0222-R5.

3.2 Temporary Impacts. The Permittee shall restore all areas within the project area temporarily impacted by project activities, such as staging areas and temporary access areas. Temporary impact areas altered during the project shall be returned to natural contours without creating a possible future bank erosion problem.

3.3 Mitigation for Unauthorized Impacts. Permittee shall mitigate at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. Mitigation ratio may increase depending on the unauthorized impacts. 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.

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 e-mail address: R5LSACompliance@wildlife.ca.gov, Reference # 1600-2018-0285-R5.

4.2 Annual Report. Permittee shall submit an annual status report to CDFW by February 1 of each year for a minimum of four (4) years after mitigation implementation. The report shall include photographs from designated photograph stations and other relevant information such as the percent cover of Floating primrose-willow onsite, the acreage of Floating primrose willow treated in that year; an overview of the eradication effort, the treatment effectiveness, and the method used to assess these parameters; comparison of vegetation trends throughout the monitoring years; a summary of invasive species control, methods used to remove non-native plants; and a list of wildlife observed on site.

4.3 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 # 1600-2018-0285-R5 and CC Eric.Chan@wildlife.ca.gov.

4.4 Final Work Report. Permittee shall provide a final work report to CDFW no later than **thirty (30) days after the project is fully completed**. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post-project (including staging and access areas), post-project photographs, and biological survey notes (including construction monitoring).

4.5 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the project area and mitigation area. For more details on creating shapefiles, please visit <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>.

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:

Michael A. Shull
Department of Recreation and Parks
221 N Figueroa St. Suite 400
Los Angeles, CA 90012
michael.a.shull@lacity.org

To CDFW:

Department of Fish and Wildlife

South Coast Region
4665 Lampson Ave.
Los Alamitos, California 90720
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0285-R5
Email: R5LSACompliance@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by 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 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 section 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 November 25, 2023, 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.

EXHIBITS

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

- A. Exhibit A “Ludwigia infestation at Ken Malloy Harbor Regional Park”

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 City of Los Angeles

Michael A. Shull
Designated Representative

Date

For Department of Fish and Wildlife

Erinn Wilson
Environmental Program Manager I

Date

Prepared by: Eric Chan
Environmental Scientist

GUARANTEED LETTER OF PAYMENT (GLP)

By executing this Guaranteed Letter of Payment (GLP), the undersigned hereby certifies as follows:

1. The Department of Recreation and Parks (RAP) of the City of Los Angeles has control of its own funds and may make payments and enter into agreements upon the approval of its Board of Recreation and Park Commissioners (Board);
2. I am the Chief Accounting Employee for RAP and have been duly authorized to execute this GLP on behalf of RAP as authorized by the Board;
3. This GLP is executed in order to comply with Section 4 of the Streambed Alteration Agreement (Agreement) No. 1600-2018-0222-R5.
4. RAP guarantees that funds will be available in the sum of \$270,000 to serve as financial security (in accordance with Section 4 of the Agreement) for performance by RAP of its mitigation measures under the Agreement (Security);
5. California Department of Fish and Wildlife (CDFW) is deemed the beneficiary of this GLP pursuant to Section 4 of the Agreement. In the event CDFW determines in its opinion that the City has failed to complete the Mitigation Requirements referenced in Section 3 of the Agreement, CDFW shall be entitled to cause RAP to promptly transfer the Security described in Section 4 of this GLP to CDFW. CDFW shall be entitled to cause this transfer by sending notice to Noel Williams, 221 North Figueroa Street, 2nd Floor, Los Angeles, CA 90012. Such notice shall include instructions for transferring such Security, such as wire instructions or information regarding the payee on any check.
6. The undersigned is executing this GLP on behalf of RAP upon the express understanding that, provided CDFW did not cause the transfer of the Security pursuant to Section 5 of this GLP prior to the earlier of CDFW's determination that the Mitigation Requirements have been satisfied by RAP or four (4) years from the date of execution of this GLP by the undersigned, CDFW shall release RAP of all requirements of Section 4 of the Agreement. This GLP shall expire four (4) years from the date of execution by the undersigned.

IN WITNESS WHEREOF, I have set my signature as of this xxx day of xxx, 2019.

DEPARTMENT OF RECREATION AND PARKS

By: _____
Noel Williams, Chief Accounting Employee

Land Veritas Soquel Canyon Mitigation Bank

ESTIMATE

December 20, 2018

Prepared for City of Los Angeles
Department of Recreation and Parks

221 N. Figueroa Street, Room 400
Los Angeles, CA
90012

Mitigation Requested:
1.08 acres of 1600 Perennial Riparian
Enhancement Credits

<u>Credit Type</u>	<u>Acreage</u>	<u>Cost</u>
1600 Perennial Riparian Enhancement	1.08	\$270,000

Total: \$270,000

This estimate is valid for 30 days.

Please be advised that credit availability is not guaranteed until a deposit is made.

Please make checks payable to Land Veritas Corp.

Please contact Land Veritas with questions or to secure credits.

bankmanager@landveritas.com

877.445.8699