



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
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San Diego CA, 92123
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www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



August 13, 2019

Hubertus J. Cox
Los Angeles Bureau of Sanitation
1149 S. Broadway, 10th Floor
Los Angeles, CA 90015
hubertus.cox@lacity.com

Dear Mr. Cox:

Final Lake or Streambed Alteration Agreement, Notification No. 1600-2017-0212-R5, Ballona Creek Bacteria Total Maximum Daily Load Project

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Ballona Creek Bacteria Total Daily Load Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Audrey Kelly, Environmental Scientist, at (562) 430-7882 or by email at Audrey.Kelly@wildlife.ca.gov.

Sincerely,

Erinn Wilson
Environmental Programs Manager I

ec: CDFW
Victoria Tang, Senior Environmental Scientist (Supervisory)
Audrey Kelly, Environmental Scientist

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



STREAMBED ALTERATION AGREEMENT

NOTIFICATION NO. 1600-2017-0212, REV. 4
BALLONA CREEK BACTERIA TOTAL MAXIMUM DAILY LOAD PROJECT

HUBERTUS H.J. COX
LOS ANGELES BUREAU OF SANITATION
1149 S. BROADWAY, 10TH FLOOR
LOS ANGELES, CA 90015
HUBERTUS.COX@LACITY.ORG

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Los Angeles Bureau of Sanitation (Permittee) as represented by Hubertus H.J. Cox.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 18, 2017, 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 site consists of three discrete areas that include:

1. Low Flow Treatment Facility No. 1: located in Ballona Creek (Area 1). The project site can be located using the following information: Latitude 34.01119°, Longitude -118.390829°; USGS 7.5 Minute Quadrangle Map Name Beverly Hills California, Township 2 South, Range 14 West, within Section 7.
2. Low Flow Treatment Facility No. 2: located at the Sepulveda Channel bridge crossing (Area 2). The project site can be located using the following information: Latitude 33.998245°, Longitude -118.415717°; USGS 7.5 Minute Quadrangle Map Name Venice California, Township 2 South, Range 15 West, within Section 14.

3. Mesmer Low Flow Diversion Facility, located at Centinela Creek (Area 3). The project site can be located using the following information: Latitude 33.986855°, Longitude -118.401562°; USGS 7.5 Minute Quadrangle Map Name Venice California, Township 2 South, Range 15 West, within Section 24.

PROJECT DESCRIPTION

In order to comply with the Bacteria Total Maximum Daily Load (TMDL), the Permittee proposes the construction of three project facilities at three different locations.

Area 1 – Low Flow Treatment Facility-1 (LFTF-1)

The LFTF-1 portion of the project is located in Ballona Creek and consists of repurposing the existing North Outfall Treatment Facility (NOTF), which is owned by the City of Los Angeles Bureau of Sanitation (City of LA Sanitation). LFTF-1 is located adjacent to Ballona Creek Reach 2 in the City of Culver City. LFTF-1 will treat up to 6 million gallons per day (MGD) of dry weather flow with in-line ultraviolet (UV) or Ozone disinfection technology. Development of LFTF-1 also includes the installation of a new North Outfall Sewer (NOS) connection that would convey up to 23 MGD of dry weather flow from Ballona Creek to the Hyperion Water Reclamation Plant (HWRP) for discharge or beneficial use.

LFTF-1 uses a hybrid approach to water treatment and release. Up to 29 MGD total of dry-weather flow will be diverted. Of this amount, 6 MGD will be treated at the improved NOTF facility, which is adjacent to Ballona Creek, and released back into the channel. The remaining flow balance, of up to 23 MGD, will be diverted to the new NOS connection and conveyed to the HWRP for discharge or beneficial use.

Project design elements within Ballona Creek Channel include the construction of two 39-inch wide saw-cut diversion channels, separated by an 18-inch wide island. The saw cut channels will stretch toe-toe across the entire width of Ballona Creek and will intercept dry-weather flow, diverting these flows to a transition channel and rock trap to be constructed in the Ballona Creek Channel wall. The diversion channels will be covered by Caltrans type 24-12 grating with 1/3 8-inch clear spacing to retain large debris. Micro-drilling will be used to install a 5-foot diameter reinforced concrete subsurface pipe which will convey dry-weather flow to the adjacent treatment facility.

Area 2 – Low Flow Treatment Facility- 2 (LFTF-2)

The LFTF-2 portion of the project is located in Sepulveda Channel and includes construction of a LFTF at an existing water quality facility that is adjacent to Sepulveda Channel in the City of Los Angeles. LFTF-2 will include the development of a small treatment facility that would disinfect up to 1.3 MGD of dry weather flow with UV or ozone disinfection technology and release the treated flow in its entirety back to Sepulveda Channel.

Project design elements within Sepulveda Channel include the construction of a single 39-inch wide saw-cut diversion channel. The diversion channels will stretch toe-toe across the entire width of the Sepulveda Channel and will intercept dry-weather flow, diverting these flows to a transition channel and rock trap to be constructed in the Sepulveda Channel wall. The diversion channels will be covered by Caltrans type 24-12 grating with 1/3 8-inch clear spacing to retain large debris. Micro-drilling will be used to install a 10-inch diameter subsurface pipe which will convey dry-weather flow to the adjacent pump house and treatment facility.

Area 3 – Mesmer Low Flow Diversion

The Mesmer Low Flow Diversion portion of the project is located in Centinela Creek and involves repurposing the existing Mesmer pump station located adjacent to Centinela Creek to service dry weather runoff instead of wastewater. As part of this retrofit, a small diversion berm and grate inlet will be constructed in the low-flow portion of the channel, allowing for the conveyance of up to 0.96 MGD of dry weather flow from Centinela Creek to the HWRP for treatment, discharge or beneficial use.

Project design elements within Centinela Creek Channel include the construction of a, 8" PVC diversion pipe that will be installed using directional boring under the channel from the Mesmer Pump Station to the northerly side of the channel where a new grate inlet (24" x 24") will be constructed to capture the run-off. The grate inlet will be covered with Caltrans type 24-12 grating with 1/3 8-inch clear spacing to retain large debris. A small 3" high concrete diversion berm, will be constructed within the existing low flow channel and will connect the existing diversion berm to the north channel wall. This new berm will convey dry-weather run-off into the proposed grate inlet.

The proposed diversion pipe will then convey the dry weather run-off from the grate inlet to a grit chamber at Mesmer Pump Station. The grit chamber will contain check/control valves on the inlet and a trap area to collect sediments before conveyance to the existing sewer pump station wet well where existing sewer pumps will run off to a sanitary force main.

None of these facilities shall divert water during rain events.

PROJECT IMPACTS

Both Ballona Creek Channel and Centinela Creek Channel flow to important aquatic resources, including the Ballona Estuary, the Del Rey Lagoon, and the Ballona Wetland Ecological Reserve.

The project will permanently impact a total of 0.03 acre of concrete-lined channel due to project construction, including:

- LFTF-1: 0.02 acre (825 square feet)
- LFTF-2: 0.006 acre (245 square feet)
- Mesmer: 0.003 acre (119 square feet)

The project will temporarily impact a total of 1.51 acres of concrete-lined channel due to water diversion during project construction, including:

- LFTF-1: 0.82 acre (35,594 square feet)
- LFTF-2: 0.22 acre (9,671 square feet)
- Mesmer: 0.47 acre (20,500 square feet)

In addition, this project involves unknown acreage of impacts due to indirect impacts to downstream resources caused by proposed water diversions.

Existing fish or wildlife resources the project could substantially adversely affect based on information received from the Permittee include: **Birds:** loggerhead shrike (*Lanius ludovicianus*), tricolored blackbird (*Agelaius tricolor*), Least Bittern (*Ixobrychus exilis*), yellow warbler (*Setophaga petechia*), light-footed clapper rail (*Rallus longirostris levipes*), vesper sparrow (*Pooecetes gramineus*), western snowy plover (*Charadrius alexandinus nivosus*), burrowing owl (*Athene cunicularia*), Redhead (*Aythya americana*), Olive-sided flycatcher (*Contopus cooperi*), Swainson's hawk (*Buteo swainsoni*); **Mammals:** south coast marsh vole (*Microtus californicus stephensi*), southern California salt marsh shrew (*Sorex ornatus salicornicus*), salt marsh harvest mouse (*Reithrodontomys raviventris*); and all other aquatic and wildlife resources in the area, including the riparian vegetation, which provides habitat for such species in the area.

The adverse effects the project could have on the fish or wildlife resources identified above include: restriction or increase in sediment transport; debris dams; debris transport impedence; increased turbidity; increased sedimentation (chronic or episodic); short-term release of contaminants (e.g., incidental from construction); long-term release of contaminants (e.g., concrete, creosote, wood preservative leachates); decline of vegetative diversity; disturbance from project activity; loss or decline of aquatic species' habitat: migration corridors, spawning, or rearing areas; loss or impediment of terrestrial animal species travel routes due to permanent structures (e.g., survey tape, sandbags, erosion protection materials etc.); loss or impediment of terrestrial animal species travel routes due to temporary structures; change in stream flow (Q); diversion of flow water from, or around, activity site; change in hydrology below diversion; habitat fragmentation below intake; change (increase or decrease) in sediment delivery below intake; change in flow depth, width or velocity; flow restriction (with risk of culvert or bridge failure); flow deflection; effect on another water project on the same watercourse; cumulative effect when other diversions on the same watercourse are considered; dewatering; impediment to migration of aquatic and terrestrial species; and direct loss of resources for aquatic organisms.

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 coordinate with Permittee to resolve any conflict.

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

1.5 Personnel Compliance On Site. If the Permittee or any employees, agents, contractors and/or subcontractors violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until CDFW has taken all of its legal actions.

1.6 Pre-construction briefing. A pre-construction meeting/briefing shall be held involving all the workers, contractors, and subcontractors concerning the conditions in this Agreement.

1.7 Notification Requirements. CDFW requires that the Permittee:

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

1.7.2 Immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.

1.7.3 CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site,

and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts.

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

1.9 Designated Biologist. At least thirty (30) days prior to initiating ground- or vegetation-disturbing activities, Permittee shall submit in writing the name, qualifications, business address, and contact information for the Designated Biologist to CDFW for written approval. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources and be able to identify those resources present at the project site.

1.10 Weather Limitations. The Permittee's activities within the stream shall be restricted to periods of low rainfall (less than ¼ inch per 24-hour period) and periods of dry weather (with less than a 40 percent chance of rain). All erosion control measures shall be initiated prior to all storm events. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area. Weather forecasts shall be documented upon request by CDFW.

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

2. Dams, Conduits, Screens, and Diversions (Fish and Game Code 5900 et seq)

2.1 Diversion Plan for Construction. Permittee shall prepare a Diversion Plan for Construction (DPC). The DPC shall be submitted to CDFW 30 days **PRIOR** to initiation of project activities. The diversion plan shall include the following:

- Location of diversion points;
- Detailed drawings;
- Step-by-step installation and removal method;
- Materials to be used;
- Timing of diversion;

- Inspection, maintenance and repair of temporary diversion structures (berms, pumps, filters, etc.) during construction;
- Contingency plan for high flows;
- Sediment management, including monitoring and reporting turbidity levels;
- Provisions for aquatic species and habitat protection;
- Ingress/egress routes for entry into the channel(s)
- Vehicle decontamination protocols
- Pollution, litter and cleanup protocols

If CDFW determines the diversion plan impacts the resources beyond what has been authorized in this Agreement, additional mitigation may be required. The designs shall maintain existing hydrology conditions. Permittee shall resolve all CDFW comments prior to initiation of project activities. The Permittee may not commence diversion of water without the explicit approval from CDFW.

Diversion during the construction phase shall also comply with the following design/performance standards:

- 2.1.1 Flow Diversion: Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.
- 2.1.2 Turbidity and Siltation: The DPC shall comply with the Turbidity and Siltation conditions set forth in Sections 3.8, 3.10 and 3.11 of this agreement.
- 2.1.3 Concrete – Primary Contaminant: Provide details identifying how concrete will be cut, removed, poured, and stored during construction. Details shall provide assurance that no cement/concrete materials/waste shall come into contact with a flowing stream, or otherwise provide for avoidance of significant adverse impacts to the stream, water, or biota from use of such materials.
- 2.1.4 Unauthorized Materials: Any materials placed in seasonally dry portions of a stream that could be washed downstream or could be deleterious to aquatic life shall be removed prior to inundation by high flows.
- 2.1.5 Excavation Spoils: No castings or spoil from the excavation operations shall be placed on the stream side of the Project site. Spoil storage sites shall not be located within a stream, where spoils can be washed back into a stream, or where it will cover aquatic or riparian vegetation.
- 2.2 Diversion Structure Operations and Maintenance Plan. Permittee shall prepare a Diversion Structure Operations and Maintenance Plan (DSOMP). Permittee shall

submit the DSOMP for CDFW review and acceptance 30 days **PRIOR** to initiation of project activities. Permittee shall resolve all CDFW comments prior to initiation of project activities. Where relevant, the DSOMP shall include the following provisions:

- Details of maintenance activities;
- Details of flow diversion;
- Protocols for removal/disposal of debris/waste;
- Provisions for aquatic species and habitat protection;
- Ingress/egress routes for entry into the channel(s);
- Vehicle decontamination protocols (See: exotic species removal and control);
- Pollution, litter, and cleanup protocols (See: pollution litter and cleanup);
- A maintenance frequency schedule.

2.3 Flow Diversion: Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.

2.4 Turbidity and Siltation: The DSOMP shall comply with the Turbidity and Siltation conditions set forth in Sections 3.8, 3.10 and 3.11 of this agreement.

3. Avoidance and Minimization Measures

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

Resource Protection

3.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following:

- 3.1.1 A species fully protected under state law;
- 3.1.2 A candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA; Fish & G. Code § 2050 *et seq.*) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 *et seq.*);
- 3.1.3 A state-listed rare plant species;

3.1.4 Or any other species for which take is prohibited under state or federal law.

No direct or indirect impacts shall occur to any protected species, except as may be authorized by one or more individual permits that authorize such impacts.

3.2 Observations of Protected Species and/or Rare Plant Species. If protected species are observed in the area, Permittee shall stop work until CDFW has been notified for further actions. Please note that additional state permits may be required prior to commencing project activities.

3.3 Notification to the California Natural Diversity Database. Permittee or Designated Biologist shall submit California Natural Diversity Data Base (CNDDB) forms to CNDDB for all preconstruction survey data within five (5) working days of survey completion. (See <https://www.wildlife.ca.gov/Data/CNDDB/Submitting-Data> for more information.)

3.4 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in "take," as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§86, 2080, 2081, subd. (b) (c)]. 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 shall immediately consult CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Ocean and Atmospheric Administration would be required to receive take authority for federal threatened and endangered species.

3.5 Leave Wildlife Unharmd. The Designated Biologist shall be present during work in all CDFW jurisdictional areas during all vegetation-removal and rough grading activities to monitor for non-listed, special-status, and/or common ground-dwelling vertebrates encountered in the path of project-related activities. The Designated Biologist shall make every effort to relocate the species out of harm's way to the extent feasible by doing one of the following:

- 1) Utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area;
- 2) Install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; or
- 3) If the Designated Biologist has the appropriate handling permits, he/she may capture/relocate species to appropriate habitat outside the disturbance area.

The Designated Biologist shall have the authority to temporarily stop construction activities until the species is determined to be out of harm's way. Any exclusionary devices shall be checked by a biological monitor on a daily basis to check/ensure

continued exclusionary device effectiveness. Should CDFW personnel visit the site during construction activities and no Designated Biologist is available per condition requirements, construction activities shall be halted.

3.6 Migratory Birds and Nests. Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. § 10.13). Permittee shall not take or destroy nests (or eggs) of birds, including raptors and other migratory nongame birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513.

Habitat Protection

3.7 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized.

Turbidity and Siltation

3.8 Sediment and Runoff Control. Permittee shall take the necessary steps to contain sediment and reduce stream turbidity. Sediment from project-related activities shall not be placed in seasonally dry portions of the stream where it might likely be washed into the stream or inundated by high flows, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees. Where appropriate (if needed), preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

3.9 Contaminated Site Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a flowing stream, dry ephemeral stream or into storm drains. Such water shall be settled, filtered, or otherwise treated prior to discharge back into the water body. Alternatively, contaminated water may be removed from the site for proper treatment and disposal.

3.10 Minimize Turbidity and Siltation. Silty/turbid water from dewatering or other activities shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. Methods to minimizing turbidity/siltation shall be included in the DPC. Methods to minimizing turbidity/siltation shall be included in the DPC. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include but are not limited to: pre-construction planning to identify site-specific turbidity and siltation minimization measures and best management practices; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain.

3.11 Turbidity Levels: Turbidity levels in the stream resulting from project related activities shall not exceed 10 percent of the natural turbidity levels measured 200 feet upstream of the project site. Background conditions shall be routinely monitored, measured and sent to CDFW for review as outlined in the Diversion Plan. Upon CDFW determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with turbidity/siltation shall be halted until effective CDFW approved control devices are installed, or abatement procedures are initiated.

Pollution, Litter and Cleanup

3.12 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to the ephemeral drainage shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. All refueling and maintenance of equipment and vehicles shall be at least 150 feet from any aquatic habitat, wetland area, water body, or ephemeral drainages. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream, lake or ephemeral drainage shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of project-related activities.

3.13 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.

3.14 Pollution Compliance. The Permittee shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the Permittee to ensure compliance.

3.15 Pollution Clean-up. The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by the Permittee of any spills that release hazardous material (oil, cement, fuel, etc.) into any stream/channel/culvert/ditch and CDFW shall be consulted regarding clean-up procedures.

3.16 Trash Receptacles. The Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scrapes, food wrappers, beverage containers and other miscellaneous trash generated by work force personnel. Following construction, all trash and construction debris shall be removed from the project site.

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

Exotic Species Removal and Control

The Permittee shall also perform exotic species removal and control as defined by the following measures.

3.18 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 stream and/or between each use in different watersheds.

3.19 Decontamination of Project Equipment. If decontamination for invasive animal species is applicable, Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watersheds, and returned to the project site.

3.20 Decontamination of Vehicles and Equipment. If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate vehicles and other project-related equipment too large to immerse in a hot water bath by pressure washing with hot water a minimum of 140°F at the point of contact or 155°F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g. storage compartments) for a minimum of 10 minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible.

3.21 Decontamination Sites. If decontamination for aquatic invasive animal species is applicable, Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.

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 # 1600-2017-0212-R5.

4.2 Reporting. All surveys, pre and post construction notifications, monitoring reports and any other required communication between the Permittee and CDFW shall be submitted to R5LSACompliance@wildlife.ca.gov Reference # 1600-2017-0212-R5.

4.3 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).

4.4 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 e-mail, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Hubertus H.J. Cox
Los Angeles Bureau of Sanitation
1149 S. Broadway, 10th Floor
Los Angeles, CA 90015
Hubertus.cox@lacity.org

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2017-0212-R5
Email: R5LSACompliance@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and

subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

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

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's

term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC 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 June 27, 2024, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

FOR LOS ANGELES BUREAU OF SANITATION

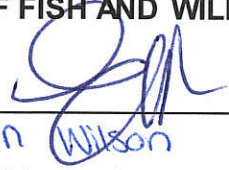


Hubertus H.J. Cox
Designated Representative

07/30/2019

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Betty J Courtney ~~ERINN~~ Wilson
Environmental Program Manager I

Date

8.13.2019

Prepared by: Audrey Kelly
Environmental Scientist