

**DEPARTMENT OF FISH AND GAME**<http://www.dfg.ca.gov>

4665 Lampson Avenue, Suite C

Los Alamitos, California 90720

(562) 493-6897

(562) 342-7153 Fax



May 10, 2006

Mr. Bill Neill
Riparian Repairs
4900 Glenview Avenue
Anaheim, California 92807

Subject: Invasive Species Removal Project, Los Angeles County Conservation Corps
Streambed Alteration Agreement No. R5-2002-0355 - Amendment No. 1

Dear Mr. Neill:

The California Department of Fish and Game (Department) has reviewed your request, dated November 9, 2005, to amend Streambed Alteration Agreement Notification No. R5-2002-0355. The Agreement allowed for invasive species removal Project (Project), impacting San Gabriel River and Rio Honda, tributary to the Pacific Ocean in Los Angeles County.

Pursuant to Fish and Game Code Section 1600 *et seq.* this letter, when countersigned, amends our agreement as follows:

- Extension of the termination date for project construction to December 31, 2007.

Amend Condition No. 2, page 2 of 6, to read as follows:

- The Operator(s) propose to alter the streambed by removing invasive species consisting of, but not limited to, Arundo (Arundo donax), Ailanthus (Ailanthus altissima), tamarisk (Tamarix sp.), perennial pepperweed (Lepidium latifolium), Russian thistle (Salsola tragus), Mexican fan palm (Washingtonia robusta), giant creek nettle (Urtica dioica), cocklebur (Xanthium strumarium), castor bean (Ricinus communis), and invasive non-native trees and plants within a 70 acre area of the Whittier Narrows Flood Control Basin (Nature Center) where the San Gabriel and Rio Hondo Rivers connect, at the upper end of the Rio Hondo Channel near Rush Street and progressing 1.5 miles downstream toward the Bosque del Rio Hondo visitor center on San Gabriel Boulevard, Santa Fe Dam Basin and San Gabriel River in Azusa within Los Angeles County. Maintenance activities are limited to above-ground clearing of invasive vegetation and shall be conducted by tractor-mounted flail mower and hand-crews, followed by the application of an approved herbicide consistent with federal, state and local regulations. At no time will any equipment enter the stream channel. Additional applications of foliar spray shall be applied as needed.

Mr. Bill Neill

May 10, 2006

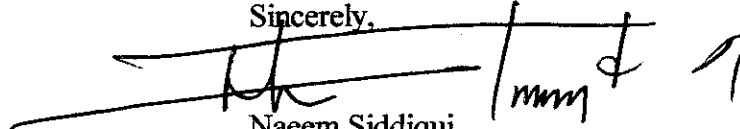
Streambed Alteration Agreement No. R5-2002-0355 - Amendment No. 1

Page 2

Be advised that all conditions of the original Agreement No. R5-2002-0355 remain in effect throughout the term of the agreement. A copy of said agreement AND THIS AMENDMENT LETTER must be kept on site and be shown upon request to Department personnel during all periods of work.

If you have further questions, please contact me at (562)493-6897.

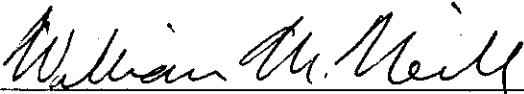
Sincerely,



Naeem Siddiqui
Environmental Scientist
Habitat Conservation Planning, Region 5

Please make a copy of this letter, sign both copies, and return both copies to the California Department of Fish and Game (Department), South Coast Region at the above address for signatures.

CONCURRENCE:



(Sign)

(Date)

5/29/06

CALIFORNIA DEPARTMENT OF FISH AND GAME

4949 Viewridge Avenue
San Diego, California 92123

Notification No. 5-2002-0355

Page 1 of 6

AGREEMENT REGARDING PROPOSED STREAM OR LAKE ALTERATION

THIS AGREEMENT, entered into between the State of California, Department of Fish and Game, hereinafter called the **Department**, and 1) Mr. Bill Neill of Riparian Repairs, 4900 Glenview Avenue, Anaheim, 92807, California, Phone (323) 724-4114, Fax (323) 888-9521; 2) Mr. Bo Savage of Los Angeles Conservation Corps, 3655 South Grand, Room 280, Los Angeles, 90007, California, Phone (213) 749-8512, Fax (213) 747-2944, hereinafter called the **Operator(s)**, is as follows:

WHEREAS, pursuant to Section 1603 of California Fish and Game Code, the Operator, on the 30th day of September, 2002, notified the Department that they intend to divert or obstruct the natural flow of, or change the bed, channel, or bank of, or use material from the streambed(s) of, the following water(s): San Gabriel River and Rio Hondo, tributaries to Pacific Ocean, Los Angeles County, California, Section __, Township 2S, Range 11W SBM.

WHEREAS, the Department has determined that such operations may substantially adversely affect those existing fish and wildlife resources within the San Gabriel River and Rio Hondo, tributaries to Pacific Ocean, specifically identified as follows: Amphibians: salamanders, tree frogs, and newts; Reptiles: western fence lizard, and side-blotched lizard; Birds: least Bell's vireo, southwestern willow flycatcher, finches, herons, killdeer, gulls, egrets, warblers, sparrows, chats, northern mocking bird, hummingbirds, rock doves, phoebes and red-tailed hawks; Mammals: coyote, raccoon, Virginia opossum, mice, skunk, and California ground squirrel; Riparian vegetation which provides habitat for those species: willows, mulefat, sycamores, cottonwoods, cattails, wild grape; and all other aquatic and wildlife resources, including that riparian vegetation which provides habitat for such species in the area.

THEREFORE, the Department hereby proposes measures to protect fish and wildlife resources during the Operator's work. The Operator(s) hereby agrees to accept the following measures/conditions as part of the proposed work.

If the Operator's work changes from that stated in the notification specified above, this Agreement is no longer valid and a new notification shall be submitted to the Department of Fish and Game. Failure to comply with the provisions of this Agreement and with other pertinent code sections, including but not limited to Fish and Game Code Sections 5650, 5652, 5937, and 5948, may result in prosecution.

Nothing in this Agreement authorizes the Operator(s) to trespass on any land or property, nor does it relieve the Operator(s) of responsibility for compliance with applicable federal, state, or local laws or ordinances. A consummated Agreement does not constitute Department of Fish and Game endorsement of the proposed operation, or assure the Department's concurrence with permits required from other agencies.

This Agreement becomes effective the date of Department's signature and terminates December 31, 2006 for project construction only. This Agreement shall remain in effect for that time necessary to satisfy the terms/conditions of this Agreement.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-2002-0355

1. The following provisions constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Operator(s) are precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement shall be subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

PROJECT DESCRIPTION:

2. The Operator(s) propose to alter the streambed by removing invasive species consisting of, but not limited to, Arundo (*Arundo donax*), Ailanthus (*Ailanthus altissima*), tamarisk (*Tamarix sp.*), perennial pepperweed (*Lepidium latifolium*), Russian thistle (*Salsola tragus*), Mexican fan palm (*Washingtonia robusta*), giant creek nettle (*Urtica dioica*), cocklebur (*Xanthium strumarium*), castor bean (*Ricinus communis*), and invasive non-native trees and plants within a 70 acre area of the Whittier Narrows Flood Control Basin (Nature Center) where the San Gabriel and Rio Hondo Rivers connect and at the upper end of the Rio Hondo Channel near Rush Street and progressing 1.5 miles downstream toward the Bosque del Rio Hondo visitor center on San Gabriel Boulevard, within Los Angeles County. Maintenance activities are limited to above-ground clearing of invasive vegetation and shall be conducted by tractor-mounted flail mower and hand-crews, followed by the application of an approved herbicide consistent with federal, state and local regulations. At no time will any equipment enter the stream channel. Additional applications of foliar spray shall be applied as needed.

3. The agreed work includes activities associated with No. 2 above. The project area is located in the **San Gabriel River and Rio Hondo, tributaries to Pacific Ocean**, in Los Angeles County. Specific work areas and mitigation measures are described on/in the plans and documents (**Lake and Streambed Alteration Notification Application**) submitted by the Operator(s), and shall be implemented as proposed unless directed differently by this agreement.

EXOTIC SPECIES ERADICATION CONTROL—Wildlife and Habitat Protection:

4. The work area shall be identified to all workers, as represented in plans. Native vegetation shall not be removed or intentionally damaged within or beyond these limits.

5. No native species shall be removed or damaged as the result of project activities.

6. Due to the presence of native riparian vegetation, all vegetation clearing shall be conducted under the supervision of a qualified biological monitor.

7. No direct or indirect impacts to fish or wildlife shall occur.

8. Disturbance, removal or trimming of vegetation shall not exceed the limits approved by the Department.

9. If a stream's low flow channel, bed or banks/lake bed or banks have been altered, these shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems.

10. The Operator(s) shall not do removal or follow-up treatment of target exotic vegetation within the stream from **March 1st to September 15th** to avoid impacts to nesting birds. However, the Operator(s) may conduct such removal/treatment of target vegetation during this time if a qualified biologist conducts a survey for nesting birds within three days prior to the vegetation treatment/removal, and ensures no nesting birds shall be impacted or disturbed by the activity. These surveys shall include the areas within 200 feet of the edge of the proposed impact/work area(s). If active nests are found, a minimum 50-foot (200 feet for raptors) zone around the nest site shall be identified on the ground by the placement of "caution tape" or similar identify material. No vegetation removal/treatment or any other work shall occur within the identified nest zone until the young have fledged, are no longer being fed by the parents, have left the nest, and will no longer be impacted by the project, even if the

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-2002-0355

nest continues active beyond August 15. After each treatment application the monitoring biologist shall remove the identification tape, so that the nest site does not attract attention from unauthorized persons. The Operator(s) shall submit the mapped survey results to the Department for review and approval prior to treatment to ensure full avoidance measures are in place.

11. **No direct or indirect impacts shall occur to any threatened or endangered species, including least Bell's vireo or Willow flycatcher, as a result of implementing the project or the project's mitigation activities.** If any threatened or endangered species could be impacted by the work proposed, U.S. Fish and Wildlife Service (USFWS) protocol surveys shall be conducted prior to implementing the project, or the project's mitigation activities. If necessary, the Operator shall obtain the required state and federal threatened and endangered species permits. If there is no USFWS survey protocol for a particular listed species, the Department shall be consulted to determine appropriate survey procedures. The Department shall be provided copies of survey reports prior to project implementation, and prior to the implementation of mitigation activities. This agreement does **not** authorize the take of **any** federal or state threatened or endangered species.

12. The Operator(s) shall remove any non-native vegetation from the restoration/enhancement area that may potentially alter the present community downstream, and shall **dispose of it in a legal manner; in all cases it shall be placed in a manner which prevents its reestablishment in the stream**, and in such a manner so that it does not negatively effect other sensitive native habitat communities. If the Operator(s) determine that the treated non-native vegetation should be left in place, the Operator(s) shall provide the Department a written (letter, fax, E-mail) description of where and why the treated vegetation should not be removed. If the Operator(s) do not receive a written (letter, fax, E-mail) positive response from the Department, the treated exotic vegetation shall be removed.

13. No alteration of the streambed, bank or channel shall occur, except as otherwise permitted in this Agreement. The removal of soil, native vegetation and vegetative debris from the streambed or stream banks is prohibited, except as otherwise specified within this Agreement; however, the Operator(s) may remove all human generated debris, such as lawn and farm cuttings, garbage and trash.

14. No bulldozers or equipment that may alter the terrain shall be used to implement the "enhancement" mitigation obligation.

15. Whenever possible, all vegetation shall be removed by hand or by hand-operated tools.

16. All herbicide use conditions for mixing, application and clean-up shall conform with all applicable federal, state, and local regulations, nothing in this Agreement represents a pesticide use recommendation that allows for an actions that conflict with pesticide use regulations.

17. Any application of herbicide shall be done by a **licensed** applicator in accordance with all applicable, federal, state, local laws, and County Park procedures and/or guidelines.

18. No vehicles shall be operated within the stream except as described as follows: Vehicles may be used to carry equipment and transport cut vegetation; all vehicles shall use existing roads for access to the sites; truck-based sprayers may be used only where existing roads are adjacent to exotic species and where exotic plants are growing in large clumps with no native vegetation adjacent; and, small soft rubber-tired ATV's may be used where existing road access is not available, provided that such ATV's can access the central channel without entering wetland areas or damaging native vegetation. *Native vegetation shall NOT be impacted by any vehicle use.*

19. Backpack sprayers may be used in all situations where the exotic plants are growing in small clumps interspersed with the native vegetation, and in those situations where truck or ATV access is limited or impossible.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-2002-0355

20. The mitigation activities shall be conducted in such a manner to minimize overspray of herbicide on to adjacent native vegetation.
21. A *small* amount of selective trimming of native species (e.g. willow, oak and sycamore) may occur to prevent overspray of herbicide from reaching these branches, but only as provided within the conditions of this Agreement. **Native vegetation may only be trimmed; individual plants shall not be removed.** Material in excess of three (3) inches DBH shall require specific notice to and consultation with the Department.
22. A qualified biological monitor shall be present and/or shall examine the site and mark native vegetation that is to be trimmed with flagging to ensure impacts are within the conditions of this Agreement.
23. Herbicide mixing sites shall only be located in areas devoid of vegetation, and where there is no potential of a spill reaching a vegetated area or a stream, for example avoid mixing at a storm water-inlet.
24. Any herbicide used where there is the possibility that the herbicide could come into direct contact with water shall be approved for use in an aquatic environment (e.g. Rodeo). Great care shall be taken to avoid contact with any native vegetation, and it shall only be applied on calm days to prevent airborne transfer of the herbicide.

EQUIPMENT AND ACCESS:

25. No equipment shall be operated in ponded or flowing areas. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around the work area by a barrier, temporary culvert, new channel, or other means approved by the Department. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock rip-rap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction.
26. Staging/storage areas for equipment and materials shall be located outside of the stream.
27. Access to the work site shall be via existing roads and access ramps.
28. No equipment maintenance shall be done within or near any stream channel where petroleum products or other pollutants from the equipment may enter these areas under any flow.
29. 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.

POLLUTION, SEDIMENTATION AND LITTER:

30. All equipment shall be properly cleaned offsite prior to entering the stream channel.
31. All sediment and associated material removed from the stream channel shall be legally hauled and disposed of off-site.
32. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the state. These materials, placed within or where they may enter a stream/lake, by Operator(s) or

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-2002-0355

any party working under contract, or with the permission of the Operator(s), shall be removed immediately.

33. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete or washings thereof, oil or petroleum products or other organic or earthen material from any construction, or associated activity of whatever nature shall be allowed to enter into or placed where it may be washed by rainfall or runoff into, waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

34. The Operator(s) 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 operator to ensure compliance.

OTHER:

35. The Operator(s) shall request an extension of this agreement prior to its termination. Extensions may be granted for up to 12 months from the date of termination of the agreement and are subject to Departmental approval. The extension request and fees shall be submitted to the Department's Region 5 Office Streambed Team at 4949 Viewridge Avenue, San Diego, California 92123. If the Operator(s) fail to request the extension prior to the agreement's termination then the Operator(s) shall submit a new notification with fees and required information to the Department. Any activities conducted under an expired agreement is a violation of Fish and Game Code Section 1600 et. Seq.

36. The Operator(s) shall **provide a copy of this Agreement to all contractors, subcontractors, and the Operator's project supervisors. Copies of the Agreement shall be readily available at work sites at all times during periods of active work** and must be presented to any Department personnel, or personnel from another agency upon demand.

37. The Department reserves the right to enter the project site at any time to ensure compliance with terms/conditions of this Agreement.

38. All provisions of this Agreement remain in force throughout the term of the Agreement. Any provisions of the Agreement may be amended or the Agreement may be terminated at any time provided such amendment and/or termination is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated provisions.

39. If the Operator(s) or any of the individuals mentioned above, violate any of the terms or conditions of this agreement, all work shall terminate immediately and shall not proceed until the Department has taken all of its legal actions.

40. The Operator(s) shall notify the Department, **in writing, at least five (5) days prior to initiation of construction (project) activities and at least five (5) days prior to completion of construction (project) activities.** Notification shall be sent to the Department at 4949 Viewridge Avenue, San Diego, California 92123, Attn: Donna Cobb, ES. **SAA#5-2002-0355.**

41. It is understood the Department has entered into this Streambed Alteration Agreement for purposes of establishing protective features for fish and wildlife. The decision to proceed with the project is the sole responsibility of the Operator(s), and is not required by this agreement. **It is further agreed all liability and/or incurred cost related to or arising out of the Operator's project and the fish and wildlife protective conditions of this agreement, remain the sole responsibility of the Operator(s).** The Operator(s) agree to hold harmless the State of California and the Department of Fish and Game against any related claim made by any party or parties for personal injury or any other damages.

STREAMBED ALTERATION CONDITIONS FOR NOTIFICATION NUMBER: 5-2002-0355

42. The Department reserves the right to suspend or cancel this Agreement for other reasons, including but not limited to the following
- a. The Department determines that the information provided by the Operator(s) in support of the Notification/Agreement is incomplete or inaccurate;
 - b. The Department obtains new information that was not known to it in preparing the terms and conditions of the Agreement;
 - c. The project or project activities as described in the Notification/Agreement have changed;
 - d. The conditions affecting fish and wildlife resources change or the Department determines that project activities will result in a substantial adverse effect on the environment.

43. Before any suspension or cancellation of the Agreement, the Department will notify the Operator(s) in writing of the circumstances which the Department believes warrant suspension or cancellation. The Operator(s) will have seven (7) working days from the date of receipt of this notification to respond in writing to the circumstances described in the Department's notification. During the seven (7) day response period, the Operator(s) shall immediately cease any project activities which the Department specified in its notification. The Operator(s) shall not continue the specified activities until that time when the Department notifies the Operator(s) in writing that adequate methods and/or measures have been identified and agreed upon to mitigate or eliminate the significant adverse effect.

CONCURRENCE

(Operator's name)

CALIFORNIA DEPT. OF FISH AND GAME

William M. Neill
 (signature) (date)

William E. Tynes 10/30/02
 (signature) (date)

Bill Neill 10/28/02
 Riparian Repairs

C.F. RAYSBROOK, Regional Manager

Bruce Saito 10/29/02
 (signature) (date)

Bruce Saito, Executive Director
 Los Angeles Conservation Corps

Prepared by: Donna L. Cobb, Environmental Scientist