

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



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2012-0148-R5
Oxford Retention Basin

LA COUNTY PUBLIC WORKS
OXFORD RETENTION BASIN MULTI-USE ENHANCEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and LA County Public Works (Permittee) as represented by Paul Maselbas.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on August 6, 2012, 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 Oxford Retention Basin, a flood control facility in unincorporated Marina Del Rey, County of Los Angeles. The project is located south of the intersection of W. Washington Boulevard and Oxford Avenue and can be found using the following information; Latitude 34.98587, Longitude -118.4594; Assessor's Parcel Number [4224-006-900].

PROJECT DESCRIPTION

The project is a general basin sediment cleanout with enhancement components to improve flood protection, water quality, habitat quality, aesthetics and recreational opportunities. The project is limited to the following:

- Excavation of approximately 2,900 cubic yards (CY) of accumulated sediment along the bottom of Oxford Basin to restore basin capacity.
- Construction of a parapet wall along the northwestern and southern boundaries of Oxford Basin. The reinforced concrete wall will be approximately 1,050 linear feet long and a maximum of 2 feet in height. The wall will provide enhanced protection from flooding along Washington Avenue.
- Replacement of the two existing tide gates used to regulate water from entering and exiting the basin. Construction of a berm between the tide gates and reprogramming the opening cycle of the existing tide gates to improve water circulation in Oxford Basin.
- Mitigation of localized flooding by modifying the existing 7-foot-wide catch basin on the south side of Oxford Avenue at the intersection of Oxford Avenue and Olive Street by modifying the catch basin and providing a Tideflex "Check-mate" flap-gate connection to Storm Drain Project 5243. Local drainage will be further improved by the removal and replacement of existing Tideflex G-37 valves in four catch basins on Oxford Avenue and Olive Street with more efficient Tideflex "Check-mate" flap-gates.
- Construction of an 8-foot-wide walking trail with wildlife-friendly lighting around the perimeter of Oxford Basin. The sidewalk along Admiralty Way will be replaced with landscaped parkway, bioswales and integrated with the new walking trail.
- Reconstruct approximately 400 linear feet of slope along Admiralty Way near Storm Drain Project No. 3872 with geogrid or approved equal to stabilize the underlying soils.
- Installation of approximately 3,550 linear feet of 4-foot-high ornamental steel fence around the perimeter of Oxford Basin.
- Removal of approximately 400 trees and 300 shrubs and approximately 6,700 CY of contaminated soils along the perimeter of Oxford Basin (3,700 CY and 3,000 CY to be disposed at Class I and Class III landfills, respectively) and replacement with clean imported fill and attractive, drought-tolerant native plants to provide aesthetic enhancement, which will also serve to enhance habitat surrounding Oxford Basin.
- Installation of an irrigation system to establish the new native plants.
- Construction of a maintenance vehicle access ramp from Admiralty Way adjacent to the tide gate control house.

- Installation of a steel-grated landing above the two tide gate inlet structures in the basin to provide safer access for trash rack maintenance.
- Construction of a permanent boat ramp near the outlet of Storm Drain Project No. 3872 to allow Flood Maintenance Division and the Department of Beaches and Harbors access to Oxford Basin for routine maintenance, trash removal, and water quality monitoring.
- Construction of four observation decks along Admiralty Way and two observation areas with park benches along Washington Boulevard, overlooking Oxford Basin.
- Installation of interpretative signage at the observation decks and along the walking trail to educate users about storm water pollution prevention measures, native plants, and area wildlife.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect, based on information received from the Permittee, include: **Birds:** California brown pelican (*Pelecanus occidentalis Californicus*), California least tern (*Sternula antillarum browni*), great egret (*Ardea alba*), snowy egret (*Egretta thula*), black-crowned night-heron (*Nycticorax nycticorax*), loggerhead shrike (*Lanius ludovicianus*), mallard (*Anas platyrhynchos*), Lesser scaup (*Aythya affinis*), pied-billed grebe (*Podilymbus podiceps*), eared grebe (*Podiceps nigricollis*), Western grebe (*Aechmophorus occidentalis*), great blue heron (*Ardea Herodias*), green heron (*Butorides virescens*), red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), American coot (*Fulica Americana*), killdeer (*Charadrius vociferous*), Western gull (*Larus occidentalis*), Anna's hummingbird (*Calypete anna*), Allen's hummingbird (*Selasphorus sasin*), belted kingfisher (*Megaceryle alcyon*), barn swallow (*Hirundo rustica*), bushtit (*Psaltriparus minimus*), ruby-crowned kinglet (*Regulus calendula*), Cedar waxwing (*Bombycilla cedrorum*), yellow-rumped warbler (*Dendroica coronate*), orange-crowned warbler (*Vermivora celata*), Belding's savannah sparrow (*Passerculus sandwichensis beldingi*), white-crowned sparrow (*Zonotrichia leucophrys*), snowy plover (*Charadrius alexandrinus nivosus*), house finch (*Carpodacus mexicanus*), Lesser goldfinch (*Spinus psaltria*), house sparrow (*Passer domesticus*); **Fish:** topsmelt (*Atherinops affinis*), shadow gobies (*Quietula y-cauda*), longjaw mudsucker (*Gillichthys mirabilis*), arrow gobies (*Clevelandia ios*), cheekspot gobies (*Ilypnus gilbert*); **Mammals:** California ground-squirrel (*Spermophilus beecheyi*); **Native Plants:** southern tarplant (*Centromadia parryi* ssp. *australis*), Orcutt's pincushion (*Chaenactis glabriuscula* var. *orcuttiana*), woody pickleweed (*Salicornia virginica*), spearscale (*Atriplex prostrata*), rabbit's foot grass (*Polypogon monspeliensis*), saltmarsh sand spurry (*Spergularia marina*), toad rush (*Juncus bufonius*), alkali heliotrope (*Heliotropium curvassavicum*), scarlet pimpernel (*Anagallis arvensis*), alkali weed (*Cressa truxillensis*), slender-leaved cat-tail (*Typha domingensis*), lesser wart-cress (*Lepidium didymum*), tall limonium (*Limonium arborescens*), curly dock (*Rumex crispus*), yellow sweet clover (*Metilotus*

indicus), garden beet (*Beta vulgaris*), kikuyu grass (*pennisetum clandestinum*), prickly lettuce (*Lactuca serriola*), Australian saltbush (*Atriplex semibaccata*); **Reptiles:** southern alligator lizard (*Elgaria multicarinata*); and all other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area.

Temporary Impacts

The Permittee proposed project-related activities shall result in the following temporary impacts to the Oxford Retention Basin. Approximately 5.21 acres of CDFW jurisdiction, including 0.16 acre to Sea Lavendar marsh and 0.34 acre to Salicornia marsh, shall be temporarily impacted by project related activities.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Complete Design Plans. Prior to execution of this Agreement, 100% plans shall be submitted to CDFW for review and approval. As part of the final design, please reduce the size of the large observation deck as seen in enlargement D on sheet LS 2.5 of the 90% plans submitted with the notification. Also, please design the observation decks located on Admiralty Way to be cantilevered to prevent impacts to the bank.

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 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

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

1.6 Regional Water Quality Control Board. CDFW believes that permit/certification(s) may be required from the Regional Water Quality Control Board for this project. Should such permits/certification(s) be required, a copy shall be submitted to CDFW.

1.7 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.

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

1.9 Notification Requirements. CDFW requires that the Permittee:

1.9.1 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.

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

1.9.3 CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

1.10 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.

2. Avoidance and Minimization Measures

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

2.1 Best Management Practice's (BMPs). To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee has proposed and shall implement each measure listed below. Avoidance and minimization measures for this project include:

- 2.1.1 Sediments will not be discharged into receiving waters. Sediments generated on site will be contained with appropriate BMPs
- 2.1.2 Prior to any vegetation removal during the nesting season, a biologist will survey for nesting birds. No trees with active nests will be removed unless the nests are vacated. A biologist will be present during activities that involve heavy construction near heron or egret rookeries to monitor the bird behavior and determine if additional measures need to be implemented to avoid disturbance.
- 2.1.3 Revegetation will take place to ensure there is no net loss of wetlands.

In addition to Permittee-proposed BMP's, the following additional measures shall be implemented to fully protect aquatic and terrestrial species during project-related activities.

Aquatic and Terrestrial Species Specific Protection

2.2 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact the CDFW immediately or proceed as described in the Incidental Take Permit for the project.

2.3 Check for Wildlife in the Project Site. Permittee shall have a qualified biologist visually check the project site for the presence of wildlife prior to initiation of project activities. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If the wildlife does not leave the project site, the qualified biologist shall make every effort to relocate the species out of harm's way to the extent feasible. Should CDFW personnel visit the site during initial construction activities and no biological monitor is available, construction activities shall be halted.

2.4 Threatened and/or Endangered Species Surveys. Prior to work within suitable habitat for threatened and/or endangered species, a qualified biologist shall perform a survey of the project site to determine the presence of any threatened or endangered species. Results of this survey shall be provided to CDFW prior to commencing work. If CDFW determines that any threatened or endangered species shall be impacted by the work proposed, work at that location shall stop, a species protection plan shall be developed, and the habitat or nest site in question shall be avoided. The Permittee shall contact CDFW's South Coast Region to obtain information on applying for the state take permit for state-listed species, if any potential for take exists as a result of Permittee's Project-related activities. The Permittee may need to obtain the appropriate federal and state permits for take of threatened or endangered species.

2.5 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 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.

2.6 Observations of Threatened and/or Endangered Species. If threatened or endangered species are observed in the area, no work shall occur from March 1st through September 15th to avoid direct or indirect (noise) take of listed species and State and/or Federal threatened/endangered species. Permitted shall stop work until consulting with CDFW. Please note that additional state permits may be required prior to commencing project activities. This Agreement does not authorize take of species listed as Threatened and/or Endangered.

2.7 Non-listed Special Status Species and other vertebrates-methodology. A qualified biological monitor shall be present during work in all CDFW jurisdictional areas during initial construction activities to monitor for non-listed special-status and/or common ground-dwelling vertebrates encountered in the path of project-related activities. The monitor shall make every effort to relocate the species out of harm's way to the extent feasible by doing one of the following: (1) Utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area; (2) Install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; and (3) Capture/relocate species to appropriate habitat outside the disturbance area. The biological monitor 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 the biologist, or designee of the biologist, on a daily basis to check/ensure continued exclusionary device effectiveness. Should CDFW personnel visit the site during initial construction activities and no biological monitor is available, construction activities shall be halted.

2.8 Reporting Observations to CNDDDB. The 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.

2.9 Contractor Education. Permittee shall have a qualified biologist prepare for distribution to all Permittee contractors, subcontractors, project supervisors, and consignees a "Contractor Education Brochure" with pictures and descriptions of all sensitive plant and animal species, and specifically bats potentially occurring within the work areas. Permittee contractors and consignees shall be instructed to bring to the

attention of the project biological monitor any sightings of species described in the brochure.

Biological Surveys and Time Restrictions

2.10 Nesting and/or Breeding Bird Surveys. The Permittee shall not remove or otherwise disturb vegetation or conduct any other project activities on the project sites from March 1st to August 31st to avoid impacts to breeding/nesting birds; OR, PRIOR to project-related activities or site preparation activities, and those activities fall within the above breeding date restrictions, the Permittee shall have a qualified biologist survey breeding/nesting habitat within the project site and adjacent to the project site for breeding/nesting birds. Activities must be initiated within 72 hours of the conclusion of surveys. The Biologist shall provide CDFW field notes or other documentation within 24 hours of completing the surveys. An email report with a letter report to follow may be used. The email/letter report should state how impacts of any nesting birds will be avoided by citing the appropriate information from these conditions.

2.11 Active Breeding and/or Nest. If the nesting season cannot be avoided and construction or vegetation removal occurs between March 1st to September 15th (January 1st to July 31st for Raptors), the Permittee will do one of the following to avoid and minimize impacts to nesting birds;

- 1) Implement default 300 foot minimum avoidance buffers for all passerine birds and 500 foot minimum avoidance buffer for all raptors species. The breeding habitat/nest site shall be fenced and/or flagged in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the project.¹

- 2) Develop a project specific Nesting Bird Management Plan. The site-specific nest protection plan shall be submitted to CDFW for review and approval. The Plan should include detailed methodologies and definitions to enable a CDFW qualified avian biologist to monitor and implement nest-specific buffers based on topography, vegetation, species, and individual bird behavior. This Nesting Bird Management Plan shall be supported by a Nest Log which tracks each nest and its outcome. The Nest Log will be submitted to CDFW at the end of each week.

- 3) The Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

2.12 Migratory Birds. 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. Section 10.13). Sections 3503, 3503.5 and 3513 of the California Fish

¹ NOTE: Buffer area shall increase to 300 feet for passerines and 500 feet for raptors if any endangered, threatened, or CDFW species of special concern are identified during protocol or pre-construction presence/absence surveys.

and Game Code that prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA).

2.13 Take of Bird Nests. The Applicant shall not take or destroy nests (or eggs) of 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

2.14 Public Access. Providing recreational facilities and entry points for pedestrians within the project is likely to increase long-term effects on the sensitive species. To minimize these effects the following items will be incorporated into the project design: 1) measures to keep pedestrians on trails and preclude entry into environmentally sensitive areas (such as fencing, boulders, or unforgivable vegetation); 2) signage indicating environmentally sensitive areas; 3) measures to minimize the potential for establishment of transient homes and vandalism (such as regular patrols and fencing); 4) lighting in the park shall be designed to minimize glare into the riparian habitat including using low level light and designing the light posts so the light is shielded and directed towards the trail.

2.15 Revegetation Requirement. Permittee shall restore all exposed/disturbed areas and access points within the work area, with a plant palate approved by the CDFW. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.

2.16 Remove Temporary Access Road. Permittee shall restore all temporary access roads to pre-activity conditions by February 10, 2019.

2.17 Irrigation. Supplemental watering shall be used as necessary to establish and maintain plant growth.

2.18 Authorized Herbicide. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools, rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, the Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which is approved for aquatic use.

2.19 Herbicide Application. The Permittee shall apply any herbicides in accordance with state and federal law. No herbicides shall be used where Threatened or Endangered species occur. No herbicides shall be used during bird nesting season or

when nesting birds could be exposed. No herbicides shall be used when wind velocities are above 5 miles per hour.

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

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

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

2.23 Domestic Animals. The Permittee shall not permit pets on or adjacent to the construction site.

2.24 Weapons. The Permittee shall ensure that no guns/or other weapons are on-site during construction, with the exception of the security personnel and only for security type functions. No hunting shall be authorized/permitted during project-related activities.

Fill and Spoils

2.25 Spoils. 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.

2.26 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, seeding placed after October 15 shall be covered with non-erodible materials, such as coconut fiber matting, shall be used for such stabilization.

Placement of In-stream Structures

2.27 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic

life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern.

2.28 Diversion Maintenance. Permittee shall maintain the diversion in good operating condition throughout the construction period and the following rainy season. If the diversion fails, Permittee shall employ corrective measures, and the CDFW shall be notified, immediately. Materials used in the sediment barriers shall not pose an entanglement risk to fish/wildlife

2.29 Restore Normal Flows. Permittee shall restore normal flows to the effected stream or lake immediately upon completion of work at that location.

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

2.31 Concrete. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures. No concrete or any cement product may be poured if measurable rain is forecasted within 5 days. If any concrete is poured after November 1st, a quick-cure ingredient shall be added to the concrete mix to ensure a faster set or drying time. Cement shall not be poured in or near a flowing stream, to reduce the potential for significant adverse impacts to the stream, water, or biota.

Turbidity and Siltation

2.32 Predicted Rain. If measurable rain with 50% or greater probability is predicted within 72 hours during project-related activities, all activities shall cease and protective measures to prevent siltation/erosion shall be implemented/maintained.

2.33 Sediment Control. Sediment from project-related activities shall not be placed in upland areas where it might likely be washed into the stream, 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.

2.34 Erosion Control. Any erosion control shall exclude the use of use of plastic or "hard" netting. If netting is to be used, it must be flexible so that snakes or other animals do not become trapped in the netting.

2.35 Sediment Control Devices. The Permittee shall install an appropriate sediment control device downstream of the work area to filter sediment created from water re-entering the creek. Acceptable materials include silt fence, straw bales, or other appropriate devices to prevent sediment runoff during rewatering activities. Silt control

shall remain in place only until the water running through the work area is clear of sediment.

2.36 Maintain Sediment Barriers. Permittee shall maintain the sediment barrier(s) in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. If the sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and the CDFW notified, immediately. Materials used in the sediment barriers shall not pose an entanglement risk to fish/wildlife.

2.37 Dust Control. No stream water may be used in construction, such as in dust control. All construction water shall be from developed sources. Any dust produced from demolition of existing structures shall be vacuumed on a daily basis from the creek channel, and from any location where it may pass into waters of the state from rain or wind.

2.38 Sediment and Turbidity Levels. Upon CDFW determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation, shall be halted until effective CDFW-approved control devices are installed, or abatement procedures are initiated.

2.39 Mud, Silt and Other Pollutants. Permittee shall prevent water containing mud, silt or other pollutants from grading, aggregate washing, equipment washing, or other activities to enter a lake or stream or to be placed in locations that may be subjected to high storm flows. Such water shall be settled, filtered, or otherwise treated prior to discharge back into the water body. Permittee shall place and maintain silt barriers, such as straw bales, "biologs," or filter fabric silt fencing, around the storm drain inlets until the threat of erosion from surrounding drainage ceases.

Equipment and Access

2.40 Staging and Material Storage. Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected due to its non-vegetated status. Project building material and/or construction equipment shall not be placed where materials could pass into the waters of the state or where they may cover aquatic or riparian vegetation.

2.41 Clean Equipment. All heavy equipment that will be entering the live stream shall be cleaned of materials deleterious to aquatic life including oil, grease, hydraulic fluid, soil and other debris. Cleaning of equipment shall take place outside of the Watercourse and Lake Protection Zone (WLPZ) and prior to entering the water.

2.42 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas.

2.43 Wash water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

2.44 Vehicle Maintenance. Any equipment or vehicles driven and/or operated 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.

2.45 Pollution Prevention. 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. 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

2.46 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.

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

2.48 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 insure compliance.

2.49 Pick Up Debris. Permittee shall pick up all debris and waste daily.

2.50 Pollution Clean-up. The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

2.51 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 and other miscellaneous trash generated by work force personnel.

3. Compensatory Measures

This project is a restoration in itself and will benefit the ecosystem overall. To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Habitat Mitigation and Monitoring Plan (HMMP). To mitigate for 5.21 acres of temporary impacts, including 0.16 acre to Sea Lavendar marsh and 0.34 acre to Salicornia marsh resulting from project-related activities, the Permittee shall develop and implement a HMMP. A suitable HMMP must contain at minimum a discussion on: which species will be impacted as well as a vegetation map by community, as recognized by the California Manual of Vegetation, existing elevations of impacted vegetation communities and the proposed post construction elevations, proposed seed/planting palette(s), the required replacement of any trees, specific data collection and reporting measures, success criteria for the Department to validate success of the ecosystem restoration, as well as ensure the end result of at least 5.21 acres of CDFW jurisdiction, including but not limited to coastal marsh habitat comprised of at least 0.16 acre of Sea Lavendar marsh and 0.34 acre of Salicornia marsh. The HMMP must receive written approval from CDFW prior to initiation of project related activities.

3.2 Success Criteria. All planting shall have a minimum of 80% survival, by species, the first year and 100% survival thereafter and/or shall attain 75% cover after 3 years and 90% cover after 5 years for the life of the project. Prior to the mitigation site(s) being determined successful, they shall be entirely without supplemental irrigation for a minimum of 2 years. No single species shall constitute more than 50% of the vegetative cover, no woody invasive species shall be present, and herbaceous invasive species shall not exceed 5% cover. If the survival and cover requirements have not been met, the Operator is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting.

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

Exotic Species Removal and Control

3.3 Pest Species. The Permittee, shall remove any non-native vegetation *Arundo* (*Arundo donax*), tamarisk (*Tamarix* spp.), eucalyptus-immature 3" < (*Eucalyptus* spp.), pepper tree (*Schinus molle*), castor bean (*Ricinus communis*), African umbrella sedge (*Cyperus* spp.), mustards (*Brassica* spp.), tree tobacco (*Nicotiana glauca*), periwinkle (*Vinca minor*), and pampas grass (*Cortaderia selloana*) from the work area and shall dispose of it in a manner and a location which prevents its reestablishment.

3.4 Arundo donax. Giant cane (*Arundo*), if present, shall be cut to a height of six inches or less, and the stumps painted with an herbicide approved for aquatic use within five minutes of cutting. Herbicides shall be applied at least three times during the period from May 1st to October 1st to eradicate these plants. Where proposed methods for removing giant cane deviate from this procedure, the Permittee shall present the alternate methods, in writing, to CDFW for review and approval, prior to implementation.

3.5 Exotics Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, the Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of project-related activities and at least five (5) days prior to completion of project and mitigation activities. Notification shall be sent to the email address: R5LSACompliance@wildlife.ca.gov, Reference # 1600-2012-0148-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 in at least a digital copy. The digital copy shall be submitted to R5LSACompliance@wildlife.ca.gov, Reference # 1600-2012-0148-R5. If a hard copy is submitted, it shall be mailed to: 3883 Ruffin Road., San Diego 92123, Attn: Streambed Unit, Reference # 1600-2012-0148-R5.

4.3 Final Construction Report. Permittee shall provide a final construction report to CDFW no later than **two weeks after the project is fully completed** including color photographs of before and after project-related activities, including the surrounding staging areas. The construction report at a minimum shall contain pre-project photographs, total amount of area impacted post-project, a discussion on the successes

and failures of the project thus far and post-project photographs. This shall be submitted to the CDFW no later than February 10, 2019.

4.4 **Mitigation and Monitoring Report.** Permittee shall provide a mitigation and monitoring report to CDFW **one year from completion of the project each year for five years** or until the mitigation has been deemed successful and approved by CDFW. This report shall include at least documentation of the number and species of replacement plants, documentation of revegetation survival percentages/sizes/species, percentage cover of non-native species and photos from designated stations.

4.5 **Compliance.** CDFW shall verify compliance with protective measures to ensure the accuracy of the Operator's mitigation, monitoring and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Operator, interview the Operator's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Paul Maselbas
LA County Public Works
900 S. Fremont Avenue
Alhambra, CA 91803-1331

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, California 92123
Attn: Lake and Streambed Alteration Program
Notification #1600-2012-0148-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 certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from 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 February 10, 2019, 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. Preliminary Site Plans - Oxford Retention Basin Multi-use Enhancement Project; County of Los Angeles, Department of Public Works - July 19, 2012.
- B. Draft Mitigated Negative Declaration and Initial Study; Oxford Retention Basin Multi-use Enhancement Project – May 2013.
- C. Biological Evaluation of Oxford Basin; Marina del Rey, Los Angeles County, California – November 22, 2010.
- D. Review of Existing Biological Conditions at Oxford Basin; Marina del Rey, Los Angeles County, California – November 19, 2012.

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 LA COUNTY PUBLIC WORKS

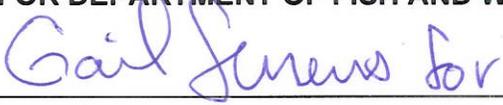


Paul Maselbas
Designated Representative

3-13-2014

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Betty J Courtney
Environmental Program Manger

4/15/14

Date

Prepared by: Brock Warmuth
Environmental Scientist

Notice of Determination

To:
Office of Planning and Research
U.S. Mail:
P.O. Box 3044
Sacramento, CA 95812-3044

Street Address:
1400 Tenth Street, Room 113
Sacramento, CA 95814

From:
Public Agency: Department of Fish and Wildlife (CDFW)
Address: 3883 Ruffin Road
San Diego, CA 92123
Contact: Brock Warmuth
Phone: 858-636-3160

Lead Agency:
Name: Los Angeles County Flood Control
District
Address: 900 South Fremont Avenue
Alhambra, CA 91803-1331
Contact: Terri Grant
Phone: (626) 458-4309

SUBJECT: *Filing of Notice of Determination in compliance with Section 21108 or 21152 of the Public Resources Code.*

State Clearinghouse Number: (if submitted to State Clearinghouse): 2013051061

Project Title: Oxford Retention Basin Multiuse Enhancement Project

Project Applicant: County of Los Angeles Flood Control
900 South Fremont Avenue
Alhambra, CA 91803-1331

Project Location (include county): The project is located at Oxford Retention Basin, a flood control facility in unincorporated Marina Del Rey, County of Los Angeles. The project is located south of the intersection of W. Washington Boulevard and Oxford Avenue and can be found using the following information; Latitude 34.98587, Longitude -118.4594; Assessor's Parcel Number [4224-006-900].

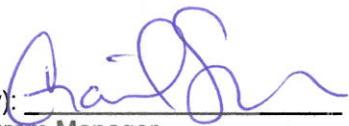
Project Description:

CDFW is intending to execute a Lake and Streambed Alteration Agreement pursuant to Section 1602 of the Fish and Game Code (# 1600-2012-0148-R5) to the project applicant, County of Los Angeles Department of Public Works. The project proposes to impact 5.21 acre of streambed/lake, including 0.16 acre to Sea Lavendar marsh and 0.34 acre to Salicornia marsh and mitigate with at least 5.21 acres of reestablishment, including but not limited to coastal marsh habitat comprised of at least 0.16 acre of Sea Lavendar marsh and 0.34 acre of Salicornia marsh.

This is to advise that the CDFW acting as a Lead agency / Responsible agency has approved the above described project on August 16, 2013, and has made the following determinations regarding the above described project:

1. The project [will /] will not have a significant effect on the environment.
2. A Negative Declaration was prepared for this project pursuant to CEQA.
3. Mitigation measures [were / were not] made a condition of CDFW's approval of the project.
4. A mitigation reporting or monitoring plan [was / was not] adopted by CDFW for this project.
5. A Statement of Overriding Considerations [was / was not] adopted by CDFW for this project.
6. Findings [were / were not] made pursuant to the provisions of CEQA.). The CDFW did, however, adopt findings to document its compliance with CEQA.
7. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):
 - Payment is submitted with this notice.
 - A copy of a receipt showing prior payment is on file with the CDFW.

This is to certify that the Negative Declaration prepared by the Lead Agency for the project is available to the General Public at the office location listed above for the Lead Agency. CDFW's administrative record of proceedings is available at the CDFW office above.

Signature (Public Agency): 
Title: Environmental Program Manager
Date: 4/15/14

Date Received for Filing at OPR: 04/15/14

Authority cited: Sections 21083, Public Resources Code.
Reference Section 21000-21174, Public Resources Code.