



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

EDMUND G. BROWN JR., Governor  
CHARLTON H. BONHAM, Director



June 13, 2016

Raul Gallo  
Ventura County Transportation Department  
800 S. Victoria Ave.  
Ventura, CA 93009

Subject: Final Lake or Streambed Alteration  
Notification Number 1600-2015-0094-R5  
Routine Maintenance of Transportation Facilities

Dear Mr. Gallo:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Ventura County Department of Transportation Routine Maintenance Activities (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-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 matter, please contact Jeff Humble, Environmental Scientist at 805-652-1868 or [Jeff.Humble@wildlife.ca.gov](mailto:Jeff.Humble@wildlife.ca.gov)

Sincerely,

Betty J. Courtney  
Environmental Program Manager

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
SOUTH COAST REGION  
3883 Ruffin Road  
San Diego, CA 92123



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2015-0094-R5 REVISION 1  
VENTURA COUNTY STREAM CROSSINGS

VENTURA COUNTY TRANSPORTATION DEPARTMENT  
ROUTINE MAINTENANCE ACTIVITIES

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Ventura County Transportation Department, (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on June 1, 2015, 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 area consists of Permittee maintained facilities, which include numerous bridges, culverts, and dry weather crossings, throughout Ventura County. These include:

- Dry weather crossings located within the Lockwood Creek watershed: 3 on Boy Scout Road and 10 on Lockwood Valley Road.
- Dry weather crossings located within the Ventura River watershed: Fraser Street crossing on San Antonio Creek, Camp Chaffee crossing on Coyote Creek, Grand Avenue crossing on Thatcher Creek, McNeil Road Crossing on Thatcher Creek, and Matilija Canyon Road (3 dry weather crossings) on Rattlesnake Canyon Creek, an unnamed tributary to Matilija Creek, and near Lime Canyon Creek.
- Bridges located within the Ventura River watershed: Ventura Avenue at Canada Larga Creek, Canada Larga Road over Coche Canyon Creek and 3 Bridges over Canada Larga Creek; Casitas Vista Road over Ventura River, Lower Coyote Creek, and Foster Park Creek; Santa Ana Road over Santa Ana Creek, Burnham Road over Live Oak Creek, Rice Road over Happy Valley Drain; 2 Creek Road Bridges over San Antonio Creek; Meyer Road over Cozy Dell Canyon; Camino Cielo over Matilija Creek; Tico Road over Mira Monte Drain;

Gridley Road over Crooked Creek; Grand Avenue at McNeil Creek; Sulphur Mountain Road over Dennison Creek; McAndrew Road over Thatcher Creek; Carne Road over Thatcher Creek; McNeill Road over McNeil Creek; Orange Road at Gridley Wash; Avenida De La Vereda over Thatcher Creek; Avenida Del Recreo over Thatcher Creek; Boardman Road over Thatcher Creek; El Roblar over McDonald Creek; Carne Road over McNeil Creek; Gorham over McNeil Creek; La Luna Road over Happy Valley Drain and McDonald Creek; Fernando Drive over McDonald Creek; Thatcher Road over McNeil Creek; Grand Avenue over San Antonio Creek; Chaparral Road over Live Oak Creek; Cruzero Street over Mira Monte Drain; Old Baldwin Road at Happy Valley Drain; Old Baldwin Road over Happy Valley Drain; Lomita Avenue over Happy Valley Drain; Pueblo Avenue over Happy Valley Drain; Old Ventura Avenue over Oak View Drain; Padre Juan Avenue over Happy Valley Drain; Santa Ana Road over Coyote Creek; Edison Drive over Fresno Canyon Creek; Catalina Drive over Cat Creek; Old Creek Road over San Antonio Creek; Santa Ana Boulevard over Ventura River; Santa Ana Boulevard over Live Oak Canyon Creek; and McAndrew Road over Reeves Creek.

- Bridges located within the Santa Clara River watershed: Foothill Road Bridges over Aliso Canyon Creek and Todd Barranca; 4 Wheeler Canyon Road Bridges over Todd Barranca; Aliso Canyon Road Bridge over Ellsworth Barranca; SR-126 Bridges over Adams Barranca and Haines Barranca; Telegraph Road Bridges over Cummings Road Drain, Wason Barranca, Todd Barranca, Ellsworth Barranca, Haines Barranca, and Adams Barranca; 2 Koenigstein Road Bridges over Sisar Creek; Foothill Road over Adams Barranca; Santa Paula Street over Adams Barranca; South Mountain Road over Loftus Canyon; South Mountain Road over Reimer Ditch; Riverside Avenue over Grimes Canyon Wash; Pasadena Avenue over Grimes Canyon Wash; Sycamore Road over O'Leary Creek, Bear Creek, and Boulder Creek; Hall Road over O'Leary Creek; Guiberson Road over Calumet Canyon Creek; 3 Piru Canyon Road Bridges over Piru Creek; Piru Canyon Road over Sisar Creek; Center Street over Warring Wash and Real Wash; Howe Road over Real Wash and Warring Wash; Bardsdale Avenue over Grimes Creek; Goodenough Road over unnamed drainage ditch; Grand Avenue over Jepson Wash; San Cayetano Street over Reimer ditch; Torrey Road over Santa Clara River; Center Street over Piru Creek; Pacific Avenue over Warring Wash and Real Wash; Bridge Road and Mupu Road over Santa Paula Creek; South Mountain Road over Santa Clara River; Guiberson Road over Frey Canyon Wash; Old Telegraph Road over Sespe E. Fork and Sespe W. Fork; Harbor Boulevard over Santa Clara River; Victoria Avenue Bridge over Santa Clara River; Harbor Avenue Bridge over Santa Clara River; and the 12<sup>th</sup> Street Bridge over Santa Clara River.
- Bridges located within the Calleguas Creek watershed and Oxnard Plain area: Price Road over Honda Barranca and Unnamed Storm Drain; Greentree Drive over Coyote Canyon Creek; La Loma Avenue over East Fork Honda Barranca and Drainage Ditch (near Price Road intersection); Kings Grove Drive over Puerta Zuela Barranca; Berylwood Road over Gill Barranca; Bradley Road over Fox Barranca and Bradley Wash; Balcom Canyon Road and three bridges on Stockton Road over Long Canyon Creek; Broadway Road over Shekell Road Drain; Shekell Road Drain Tributary; South Grimes Canyon Wash; 4 Grimes Canyon Road Bridges over Grimes Canyon Wash; Hitch Boulevard over Arroyo Las Posas; Hueneme Road over Revolon Slough and Calleguas Creek; Laguna Road over Arroyo Las Posas Road Drain; Carlisle Road over Sherwood Creek; Center School Road over Beardsley Wash; Potrero Road over Hidden Valley Creek and Sherwood Lake; Wendy Drive over South Branch Arroyo Conejo; Tapo Canyon Road over Tapo Creek; Gerald Drive and Jenny Drive over Newbury Park Storm Drain #2; Las Posas Road East over Arroyo Santa Rosa; Las Posas Road over Revolon Slough; Santa Rosa Road over Barbara Drive Drain and Arroyo Santa Rosa; Moorpark Road over Arroyo Santa Rosa; Old Lewis Road over Calleguas

Creek; University Drive over Calleguas Creek; Santa Susana Pass Road over Hasson Overhead; Pleasant Valley Road over Revolon Slough; Laguna Road over Revolon Slough; Wood Road over Revolon Slough; Sturgis Road over Revolon Slough; Santa Clara Avenue over Santa Clara Avenue Drain; Wright Road over Beardsley Wash; Central Avenue over Beardsley Wash; Central Avenue over Santa Clara Wash; Central Avenue over Santa Clara Avenue Drain; Santa Clara Avenue over Nyeland Drain; Hueneme Road over Mugu Drain; Fifth Street West over Edison Channel; and Aggen Road over Aggen Road Drain.

- Bridges located within the Los Angeles River watershed: Box Canyon Road over Side Canyon Creek.
- Bridges located within the Malibu Creek watershed: Conifer Road over Medea Creek, 2 Oak Hills Drive Bridges over Medea Creek, and Medea Creek Lane over Medea Creek.

## PROJECT DESCRIPTION

Permittee proposes to conduct routine maintenance activities at low flow crossings, culverts and bridges on roadways during dry conditions or when work will not affect the flowing water present. Routine maintenance activities include:

- 1) Removal of debris and obstructions within channels located at or 50 feet adjacent to culverts, bridges, and low flow crossings. This includes trash, deposited woody debris, and herbaceous vegetation, which directly reduces the capacity of these structures or impedes the natural flow through or within these structures.
- 2) Control of vegetation (removal of vegetation under 4-inches in diameter at breast height) within 25 feet from these structures as needed when said vegetation threatens the functionality of these structures.
- 3) Within dry streambeds, the removal of silt, sand, or sediment within 50 feet of these structures when said materials cause a reduction in capacity or threaten transportation needs.
- 4) In-kind repair to existing facilities in dry channels, including flap gates, culverts, rip-rap, and associated water control structures.
- 5) Maintenance or replacement of culverts in dry streams, associated with roadways and repair of energy dissipaters, headwalls, and wing walls of existing culverts.
- 6) Out of kind repairs, repairs that require excess vegetation removal, and repairs that require a water diversion and are approved by CDFW on a case by case basis.  
Permittee shall provide a brief description of the work, location, and area of impact prior to the start of work.

This Agreement does not include the construction of new transportation facilities. Permittee's Routine Maintenance Program was previously authorized by Streambed Alteration Agreement No. 1600-2005-0538-R5.

## PROJECT IMPACTS

Based on site visits conducted by CDFW (Jeff Humble on May 28, 2015 and Natasha Lohmus prior to 2015), and based on existing resource data and information received from Permittee, existing fish or wildlife resources the project could substantially adversely affect include:

Amphibians: coast range newt (*Taricha torosa torosa*), California Tiger Salamander (*Ambystoma californiense*), foothill yellow-legged frog (*Rana boylei*), western spadefoot toad (*Spea hammondi*), red-legged frog (*Rana aurora*); Reptiles: silvery legless lizard (*Anniella pulchra pulchra*), coast horned lizard (*Phrynosoma coronatum*), southwestern pond turtle

(*Actinemys marmorata pallida*), blunt-nosed leopard lizard (*Gambelia sila*), coastal western whiptail (*Cnemidophorus tigris multiscutatus*), two-striped garter snake (*Thamnophis hammondi*); Birds: red-tailed hawk (*Buteo jamaicensis*), red-shouldered hawk (*Buteo lineatus*), great-horned owl (*Bubo virginianus*), burrowing owl (*Athene cunicularia*), Cooper's hawk (*Accipiter cooperii*), yellow warbler (*Dendroica petechia brewsteri*), yellow-billed cuckoo (*Coccyzus americanus occidentalis*), yellow-breasted chat (*Icteria virens*), California gnatcatcher (*Polioptila californica californica*), least Bell's vireo (*bellii pusillus*), southwestern willow flycatcher (*Empidonax traillii extimus*), loggerhead shrike (*Lanius ludovicianus*), tri-colored blackbird (*Agelaius tricolor*), Southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), horned lark (*Eremophila alpestris*), Northern harrier (*Circus cyaneus*); Mammals: woodrat (*Neotoma* spp.), American badger (*Taxidea taxus*), ringtail cat (*Bassariscus astutus*), Dulzura pocket mouse (*Chaetodipus californicus femoralis*), western mastiff bat (*Eumops perotis*), Mexican long-tongued bat (*Choeronycteris mexicana*), yuma myotis (*Myotis yumanensis*); Fish: tidewater goby (*Eucyclogobius newberryi*), Southern California coast steelhead (*Oncorhynchus mykiss*); Native Plant Communities: Coast Live Oak Riparian Woodland, California Walnut Woodland, Southern Cottonwood Willow Riparian Woodland, Southern Riparian Scrub; and all other aquatic and wildlife resources in the area, including the riparian vegetation that provides habitat for such species in the area.

The adverse effects the project could have on the fish or wildlife resources identified above include: temporary impacts associated with routine maintenance work activities at transportation structures including grading and use of heavy machinery. This will result in increased noise, decreased use of the project areas by wildlife, temporary loss of vegetation and vegetative cover, a temporary increase in sedimentation where ground disturbance occurs, and disturbance of bird nesting activities and nesting behavior if work is conducted during the bird nesting season. Routine maintenance will result in a higher frequency of repeated impacts to the same maintenance areas. Habitat types that may be temporarily impacted by project activities include: southern mulefat and willow riparian scrub, southern willow and cottonwood riparian forest, coast live oak woodlands, walnut woodlands, coastal sage scrub, chaparral, and annual and perennial grassland habitats.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project

by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict. If any subsequent provisions related to the project and not addressed prior to the issuance of this Agreement, then CDFW shall be contacted to discuss possibility of amending this Agreement.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement, provided any safety issues are addressed beforehand.

1.5 Personnel Compliance On-site. If 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 been contacted and the issue remedied, or CDFW has taken all of its legal actions.

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

1.7 Notification of Project Activities. Permittee shall notify CDFW, in writing, at least five days prior to the start of annual maintenance activities. This notification shall either be: a) submitted to CDFW Regional Office, at 3883 Ruffin Road, San Diego, CA, 92123, Attn: Streambed Alteration Staff or b) sent electronically to CDFW inbox via email at: [R5LSACompliance@wildlife.ca.gov](mailto:R5LSACompliance@wildlife.ca.gov) For these notifications, please reference Agreement No. 1600-2015-0094-R5 in the subject line.

1.8 Project Documentation Submitted to CDFW. All required reports, survey results, and other project documentation shall be submitted to CDFW regional office, at 3883 Ruffin Road, San Diego, CA, 92123, Attn: Streambed Alteration Staff, or may be sent electronically to the CDFW streambed program inbox via email at: [R5LSACompliance@wildlife.ca.gov](mailto:R5LSACompliance@wildlife.ca.gov) Please reference Agreement No. 1600-2015-0094-R5 in the subject line.

1.9 Time Sensitive Documents Submitted to CDFW. For time sensitive documents, please submit to CDFW using one of the above methods while simultaneously providing it to the local CDFW staff/contact for this Agreement via the most appropriate and agreed upon method.

1.10 Long-Term Agreement Requirements. Pursuant to the CDFW Fish and Game Code, Section 1605 (g), CDFW requires that Permittee: a) immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented during project activities, or if measures will not be implemented within the time period specified; and b) immediately notify CDFW if any of the protective measures or recommendations for alternative protective measures are not providing the level of protection that is appropriate for the impact that is occurring. CDFW shall verify compliance with protective measures to ensure the accuracy of Permittee mitigation, monitoring and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview Permittee employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

1.11 Fees for Routine Maintenance Agreements. California Code of Regulations, Title 14, Section 699.5, establishes fees for projects subject to Fish and Game Code Sections 1600 et seq. Fees applicable to activities undertaken pursuant to this Agreement will be those currently in effect at the time of the activity. The current fee schedule requires a base fee, which has been paid by Permittee, plus a separate fee for each maintenance project completed per calendar

year. For the purposes of this Agreement, a single "maintenance project" shall consist of one type, or category, of maintenance activity (as detailed within the Project Description portion of this Agreement) that is conducted each calendar year.

## **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 Pre-Construction Survey.** Permittee shall have a qualified biologist conduct pre-construction surveys of the project area. The frequency and duration of pre-construction surveys shall depend on the work that is being proposed and shall be addressed during the project planning phase. For most routine project activities, a single survey may be conducted within a one week period prior to the start of project activities or after the biologist has walked the work area. CDFW shall be consulted regarding higher-impact projects that may require multiple pre-construction surveys. Pre-construction survey results and biologist recommendations shall be summarized in an email and provided to CDFW prior to the start of work. Pre-project surveys shall include general wildlife and botanical surveys within the work area and in an adequate buffer area. If survey results are inconclusive or surveys determine that suitable habitat is present for sensitive species, then additional survey protocols shall be proposed by the biologist and approved by CDFW. Pre-construction surveys shall also:

- a. Determine the presence of active burrows in the work area that may be utilized by mammals, reptiles, burrowing owl, and so forth.
- b. Determine if seasonally ponded, wetted and or areas of surface water are present within or adjacent to the work area.
- c. Locate bridges/culverts within or adjacent to the work area and, if needed, shall check to determine if bats or birds are residing in these structures and/or will be impacted by the proposed work.
- d. Determine if any previous observations of special status species were made adjacent to or within the work area.

**2.2 Surveys for Nesting and/or Breeding Birds.** Permittee shall not allow any vegetation removal within the work area from February 1<sup>st</sup> to September 15<sup>th</sup>, the recognized breeding, nesting and fledging season for most bird species. If vegetation has to be removed within these dates, a bird nesting survey shall be conducted by a qualified biologist prior to the start of vegetation removal activities. In scenarios where vegetation removal is not the goal of the project, or little vegetation will be removed, a single bird nesting survey shall be conducted within a 3-5 day period prior to the start of work. When the project goal is vegetation removal, or a large amount of vegetation will be removed, 2-3 bird nesting surveys shall be conducted (evenly spread out) over a 10-14 day period prior to the start of work. If suitable habitat is present for endangered or threatened riparian bird species (i.e least Bell's vireo and southwestern willow flycatcher), a qualified biologist shall conduct surveys in compliance with U.S. Fish and Wildlife Service protocols. If an endangered or threatened bird species is found, Permittee shall not allow any activity within the site from March 15<sup>th</sup> to September 15<sup>th</sup>. If breeding activities and/or an active bird nest is located, and concurrence has been received from CDFW, Permittee shall do one of the following to avoid and minimize impacts to nesting birds:

- a) Implement default 300 foot minimum avoidance buffers for all passerine birds and 500 foot minimum avoidance buffer for all raptor species around the active nest. 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.
- b) Develop a project-specific Nesting Bird Management Plan. This 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.
- c) Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

2.3 Survey Results for Breeding/Nesting Birds. When these bird nesting/breeding surveys occur, survey results shall be summarized and provided via e-mail to CDFW (at [R5LSACompliance@Wildlife.ca.gov](mailto:R5LSACompliance@Wildlife.ca.gov)) and to the local CDFW staff working on the project no later than 24-48 hours prior to the start of work. If no breeding/nesting birds are observed, site preparation and project activities may begin. If, at any time, breeding/nesting birds are observed, Permittee shall contact CDFW immediately.

2.4 Removal of Bird Nests. This Agreement does not allow Permittee, any employees, or agents to destroy or disturb any active bird nest (Fish and Game Code § 3503) or any raptor nest (Fish and Game Code § 3503.5) at any time of the year. Native bird species are also protected by the Federal Migratory Bird Treaty Act. Before any trees are removed, a survey for raptor nests shall be completed. The loss of any raptor nest shall be mitigated with a donation to the nearest raptor rehabilitation center.

2.5 Surveys for Sensitive Botanical Resources. As stated above, prior to project activities, surveys shall be conducted to determine if suitable habitat for sensitive botanical resources is present within the work area. If suitable habitat is present, Permittee shall implement avoidance measures to ensure these resources are not impacted. If suitable habitat will be impacted, Permittee shall conduct surveys to determine the presence and/or absence of the plant species that have the probability to occur. These surveys shall conform to the CDFW "Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities" (November 24, 2009), which can be located on the CDFW website. Factors such as recent rainfall, seasonal weather patterns, and the species-specific flowering period shall be taken into account in the planning of these surveys.

2.6 Sensitive Species Protection Plan. For any special status species that are known to occur or have a high probability to occur within the maintenance areas, Permittee shall develop a Sensitive Species Protection Plan (SSPP) for the protection of those species. The SSPP shall be approved by CDFW prior to the commencement of maintenance activities. It is recommended to include species that have the potential to occur within the project area in the event they are encountered. The SSPP shall be amended if there is in addition of any new special status species.



**2.7 Observation of Special Status Species During the Work Term.** During project activities, if any state threatened, or endangered species are observed within the work area, Permittee shall cease all work within a 500-foot radius from where the sighting occurred and shall contact CDFW immediately to determine if and under what conditions work shall recommence. For the observation of California Species of Special Concern (SSC) or rare species, Permittee shall cease all work within a 100-foot radius from where the sighting occurred, make CDFW aware of the sighting, and proceed with work utilizing the measures in the SSPP.

**2.8 On-Site Biological Monitoring Duration.** A qualified biological monitor shall be on-site during project activities that involve vegetation removal, grading (removal of the first 12" of soil), water diversions, de-watering, and work within sensitive habitats or areas where special status species may be present. After the previously specified work activities have been completed, the monitor shall: 1) remain on-site for a portion of each day through the project term when work occurs within jurisdictional areas and where sensitive species or sensitive species habitat is present, or 2) remain on-site periodically through the project term when work will have no impact on water quality and biological resources.

**2.9 On-Site Biological Monitor Responsibilities.** The on-site biological monitor shall be responsible for: a) being present at the work site, on randomly selected days, to survey the work area immediately prior to the start of work on that given day; b) locate safe and pre-determined relocation area(s) suitable for the host of species that may be encountered; c) have the authority to temporarily stop work activities to resolve any biological issues; d) educate the contractors and equipment operators regarding the conditions of this Agreement; e) install exclusionary devices, if and where necessary, to prevent the movement of species into the work area(s); f) ensure escape ramps or covers are installed at the end of each work day to prevent wildlife getting trapped in excavated/exposed work areas. If used, escape ramps may be constructed of dirt fill, wood planking, or other suitable material that is placed at an angle no greater than 30 degrees; g) visually check all sections of open pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being enclosed; and h) make note of any mortality of native species observed during project activities.

**2.10 Red-Legged Frog Protection.** Permittee shall use the U.S. Fish & Wildlife Service's "Revised Guidance on Site Assessment and Field Surveys for the California Red-legged Frog" (August, 2005) to determine if suitable habitat is present and to confirm the presence and/or absence of this species. Surveys shall be conducted in all maintenance areas that have the potential to support this species and the survey results shall be submitted to CDFW.

**2.11 Work Within Steelhead Habitat.** No work shall be conducted within the flowing or ponded water within a streambed which has the potential to support southern coastal steelhead unless Permittee has a qualified fisheries biologist conduct a survey of the proposed work area to verify presence/absence of steelhead. Survey methods and techniques shall be coordinated with CDFW. Adult steelhead are expected to be migrating upstream from the ocean during periods of high flow (January through March). Juvenile steelhead (smolt) are likely to be moving downstream during periods of receding flows (March to July).

**2.12 Threatened and/or Endangered Species.** An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in "take," as defined by the Fish and Game Code, of any species protected by the California Endangered Species Act (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, 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 federal agencies would be required to receive take authority for federally threatened and endangered species.

2.13 Environmental Education Program/Materials. For any extended project duration, educational materials shall be developed and incorporated into a brief environmental training, to be conducted for all project personnel entering a maintenance area located within CDFW jurisdiction. Educational materials may be brief and concise but should illustrate potential sensitive native species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed or appears to be in distress.

2.14 Night Work Restriction. Permittee activities shall be limited to the period of daylight hours to limit disturbances on wildlife activity; no night work is authorized unless deemed an emergency situation as described within Fish and Game Code, Section 1610.

2.15 Secure Open Pipes to Preclude Wildlife Entrapment. Permittee, where possible, shall make an effort to secure all vertical and open metal pipes (PVC pipes, fence posts, stand-pipes, irrigation pipes, vents, heavy equipment piping) within a work or maintenance area to prevent wildlife from entering and being trapped within an open pipe.

2.16 Rodent Control and Rodenticides Use. Rodenticides shall not be placed in an area where these materials, under any flow, have the potential to enter State Waters. CDFW strongly discourages the use of rodent bait within non-riparian open space areas. If rodenticides are used, then an integrated pest management plan shall be developed. These types of toxic and harmful chemicals used in rodenticides can get in the local water supply, accumulate in the food chain, harm other non-target species, and are unsafe for humans and their pets.

2.17 Reporting Sensitive Species Observations to the California Natural Diversity Database (CNDDDB). Permittee shall be responsible for reporting all observations of threatened, endangered, or SSC to the California Natural Diversity Data Base (CNDDDB) within 10 days after the observation. When observation forms are submitted via e-mail, please include local CDFW personnel and copies of the observation forms for that given year shall be included as an appendix to the annual report. For bird species, the CNDDDB will only accept observations that include confirmed nesting or breeding territories with the exception of observations of the burrowing owl during the wintering season. Please submit these forms for all previous observations of threatened, endangered, or SSC within 30 days after this Agreement has been executed.

2.18 Water Diversions. If deemed necessary to divert or obstruct the water for the purposes of conducting project activities, then Permittee shall develop a water diversion plan for CDFW review and approval prior to implementation of the diversion. Water diversion plans shall allow sufficient water to reach downstream areas, include the points of the diversion, methods to divert water, areas to be de-watered, measures to contain and control excess turbidity, and biological monitoring and preparedness to salvage and relocate aquatic species from de-watered areas.

2.19 Pump Intakes in Sensitive Aquatic Habitats. If pumps are used, pump intakes placed in areas where steelhead or other sensitive aquatic species may occur shall be fitted with a 1/8-inch (or smaller) mesh screen. If pump intakes are used in other area where sensitive species are presumed to not be present, they shall either use a similar mesh screen size (1/8 inch or 1/4

inch), or be contained by an outer-mesh structure; or intakes may utilize other methods to prevent the mortality of aquatic wildlife due to pumping activities.

**2.20 Non-Native Aquatic Organisms.** Any non-native aquatic species encountered by the on-site biologist during de-watering, water diversion activities, or other maintenance activities shall be removed from the area and disposed of.

**2.21 Protection of Native Vegetation in the Work Area.** Native shrubs and trees that will not be impacted within the work area shall be marked, fenced off, or flagged to prevent damage from equipment use and soil compaction within the dripline.

**2.22 Vegetation Removal in Temporary Impact Areas.** In areas where vegetation needs to be temporarily removed for access or other activities, native trees and shrubs shall be cut down to near ground level, trampled on or driven over without being removed, or, if removal is required then the root system shall be left intact. Native trees and shrubs that are cut to ground level should have a minimum two-inch base to promote faster re-growth.

**2.23 Monitoring Temporary Impact Areas.** Where vegetation and/or the native soil has been temporarily disturbed over a 5,000 square foot area, Permittee shall monitor these areas to ensure non-native vegetation does not grow and out-compete native plants. Non-native vegetation removal shall be conducted in these areas in order to re-establish the native plant community.

**2.24 Non-Native Vegetation Removal.** If deemed beneficial, non-native vegetation may be removed from the work area and adjacent to the work area. Non-native vegetation removal and disposal shall be done in a manner that will prevent the re-establishment of that vegetation. To have this activity qualify as mitigation, a plan shall be developed for the removal and maintenance of non-native vegetation.

**2.25 On-Going Vegetation Removal.** Native vegetation that is removed as part of maintenance shall be done so without the use of herbicide application. If the control of vegetation is required within the bed, bank, or channel of a stream, and the application of herbicides is necessary, CDFW shall be consulted prior to the start of work.

**2.26 Stockpiled Vegetation Debris.** Vegetation that is removed during project activities shall not be stockpiled in or near a stream channel, or in areas where it has the potential to enter a stream channel or drainage. Non-native vegetation shall be disposed of properly and not stockpiled in an area where it can enter the stream. If vegetation that is removed is chipped and used as mulch, then the mulch shall be carefully placed so that it is located outside of the stream channel and cannot enter the stream.

**2.27 Culverts.** The replacement of culverts within a stream that has the potential to support steelhead, red-legged frog, southwestern pond turtle, or other sensitive aquatic species shall be approved by CDFW during each design phase unless: 1) culverts are placed well below stream grade; 2) replacement culverts shall use a larger diameter culvert than that which was originally installed (this can minimize future maintenance and culvert failure, and may also facilitate the movement of wildlife through the culverts); 3) culvert embankments and energy dissipaters do not include the use of grouted material; and 4) if possible, these structures shall be designed to allow for minimal growth of vegetation in these areas.

2.28 Temporary Access to Stream Areas. If access to a stream areas is required (and work cannot be done from the top of bank), Permittee shall install a temporary ramp, access route, or other structure to gain access to the maintenance area. After the work is completed, any materials shall be removed and the areas shall be restored to an original condition and topography unless otherwise approved.

2.29 Non-Grouted Structures. Permittee shall not use grout when repairing or replacing non-grouted structures within jurisdictional areas.

2.30 Impediments to Aquatic Species Movement. Permittee shall map and take notes, to be provided to CDFW as soon as possible, for any locations within a drainage where fish passage or regular movement of aquatic species appears to be impeded. This can include existing or failing drop or elevation control structures as well as culverts, deposition of debris and materials, or natural shifting of the stream configuration, and so forth.

2.31 Equipment and Vehicle Check. Any equipment or vehicles driven and/or operated adjacent to a stream or drainage shall be checked prior to work and then maintained daily to prevent fluid leaks or contamination of the stream area. No equipment maintenance shall occur within or near any stream channel, where petroleum products or other pollutants from the equipment may enter these areas.

2.32 Equipment Operators. Equipment operators shall conduct work in accordance with the recommendations made by the biological monitor. When the on-site biological monitor is not present, they shall also be responsible for being aware of potential biological issues and walking the immediate work area prior to and following equipment operation to determine that no unforeseen biological issues are present. If Permittee notices any potential biological issue, then they shall stop work and contact the project biologist to conduct a more thorough survey of the work area.

2.33 Vehicle Use in Water Covered Areas. No heavy equipment shall be operated in flowing water. If access is required, CDFW shall be consulted prior to the start of work.

2.34 Staging and Vehicle Storage. Staging/storage areas for equipment and materials shall be located outside any stream or drainage channel.

2.35 Decontamination of Vehicles/Heavy Equipment. 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. Decontamination shall focus on the tires and other potentially submerged areas of a vehicle following its use. Following the hot water wash, Permittee shall dry all vehicles and other large equipment as thoroughly as possible.

2.36 Decontamination Sites. Decontamination of vehicles, watercraft, other project gear and equipment shall occur in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.

2.37 Decontamination of Field/Survey Equipment. To reduce the potential of spreading aquatic invasives between watersheds, survey/field gear and equipment shall be disinfected when used in a new watershed. Known methods can be used to disinfect field gear (e.g. waders, wading boots, boot soles, nets or any gear that comes into contact with the water). Dispose of any *rinse water* at least 100 feet from any surface waters.

2.38 Rain Events and Work Schedule. If measurable rain is predicted (chance of 50% or greater) during the work term, then, if not already present, sediment control devices shall be installed and maintained at the work area. No work shall be conducted during rain events.

2.39 Deleterious Materials. 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 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 Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.

2.40 Post Work Site Clean-Up. When project-related activities are completed, any excess materials or debris shall be removed from the work area and within 150 feet of the high water mark of any stream or basin. 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 Permittee to insure compliance.

2.41 Wet Concrete/Cement. Cement and concrete shall not be poured within 50 feet of areas where flowing water is present. Permittee shall monitor the 24-hour weather forecast and cement or concrete materials may not be poured if rain (50% chance or greater) is predicted. Wet concrete and cement can have significant adverse impacts to the stream, water quality, and aquatic organisms.

2.42 Spill Containment for Equipment. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/basin shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.43 Fill Storage and Spoil Areas. Any spoil or fill storage sites shall be located in areas where these materials cannot be washed back into any stream or drainage under any condition. These areas shall also have measures to control excess siltation during a rain event. Devices used for this purpose shall be installed as soon as possible and frequently maintained during the rainy season.

2.44 Compaction of Fill or other Materials. Compaction of fill may be required when constructing an access ramp or other temporary structure within the stream and or riparian area. When materials are compacted, it shall be done in a manner that does not impact the native soil level to facilitate the growth of native plants. If vegetation growth is affected in areas where compaction occurred, Permittee shall implement measures so plant growth is not impeded.

2.45 Precautions to Minimize Work Related Turbidity. Measures shall be included in project planning (including water diversion and de-watering plans) and implemented to prevent any excess siltation or turbidity of the work area, areas downstream of the work area, or areas that are re-watered. This may include the installation and maintenance of sediment control devices, construction of silt catchment basins, and silt settling basins, etc. Any turbid water that is to be released into a natural stream or drainage must first be settled, filtered, or otherwise treated prior to discharge.

2.46 Stormwater Erosion Prevention. Runoff from work areas with steep, erodible surfaces and loose fill shall be diverted into stable areas. Methods, such as installing water bars, shall be placed along unpaved access roads to divert sheet-flow stormwater away from the stream and to discourage the dirt road from channelizing sediment laden runoff into a stream.

2.47 Erosion Control Measures. Appropriate erosion control measures shall be utilized to prevent, or remove eroded materials within or adjacent to a stream. These measures include, but are not limited to, temporary soil stabilization (mulching, hydroseeding, mats, etc.), sediment control devices (fiber rolls, silt fencing, sand bags, catchment basins, etc.), and wind erosion control measures.

2.48 Silt Catchment Basin Usage. If silt catchment basins are used, the basins must be constructed across the stream immediately downstream of the project site. Catchment basins shall be constructed of materials that are free from mud and silt. Upon completion of the project, all basin materials along with the trapped sediments shall be removed from the stream to prevent sediment from entering the stream.

2.49 Silt Settling Basins. Silt settling basins, if used, must be located away from the stream to prevent discolored, silt-bearing water from reaching the stream or basin during any flow regime.

2.50 Off-Stream Siltation Ponds. If off-stream siltation ponds are used to control sediment, the ponds must be constructed in a location, or must be designed, such that potential spills into a flowing stream during periods of high water levels/flow do not occur.

### **3. Restoration Measures and Restoration Criteria**

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 Mitigation/Restoration Requirements. For any repair or replacement work that results in permanent impacts, Permittee shall be responsible for conducting restoration of the habitat type impacted at a 3:1 ratio. Restoration or enhancement of temporarily impacted areas shall also be required. Temporarily impacted areas containing native habitat types shall be restored to pre-project conditions. Temporarily impacted areas with a majority of non-native or ruderal habitat types shall be enhanced through the removal and treatment of non-native vegetation. These impacts, as well as impacts to areas of non-native/ruderal habitat may be restored beyond what is required to satisfy requirements for other/future project impacts.

3.2 Mitigation/Restoration Plan. Permittee shall draft a template and/or generic Restoration Plan (Plan) to be used as a foundation for future restoration requirements. This Plan shall be produced in a manner that will allow it to be modified for site-specific impacts and restoration goals. This Plan shall include/reference the following information: a) pre-impact documentation of the work area, a summary of project impacts (location and type of impact), and potential restoration requirements and goals; b) methods used to prepare the restoration site prior to re-vegetation/enhancement; c) methods used for initial and on-going removal and control of different non-native target species; c) native plant species to be used for restoration of different habitat types and potential plant pallets for seed mix, container stock, and/or cuttings; d) projected success criteria to be met at the end of, or during, a specific monitoring term for vegetative cover, survival rates, and/or plant diversity for different/typical habitat types (or these criteria can be obtained through data collection utilizing an adjacent and undisturbed reference location); e) methods for irrigation of the restoration area, should irrigation be required; and, f) a

discussion/prediction of maintenance, monitoring, and reporting activities required to meet the goals of the restoration (dependent upon CDFW approval of these timelines). Drafting of this Plan as well as planting, maintenance, monitoring, and reporting shall be overseen by a specialist with previous experience of native habitat restoration. This Plan shall be submitted to CDFW no later than 60-days after the execution of this Agreement.

**3.3 Criteria for Tree Replacement.** Most oak tree species, California black walnuts and western sycamores which are damaged/removed during project operations shall be replaced in-kind at a 10:1 ratio. Valley oaks shall be replaced in-kind at a 15:1 ratio. Elderberry, cottonwood, and willows shall be replaced at a 5:1 ratio using in-kind species or by substituting other species more suited to a restoration site.

Success criteria and growth requirements for tree installation shall adhere to the following information:

SPECIES	Size at Planting (Gallons)	Planting Centers (feet)	Height at 3 Years (feet)	Height at 5 Years (feet)
Arroyo Willow	1	8	10	15
Black Willow	1	8	12	18
Sandbar Willow	1	5	4	6
Red Willow	1	8	9	15
Sycamore	1	20	5	9
Cottonwood	1	15-20	7	12
California Black Walnut	1	20	7	12
California Bay Laurel	1	20	N/A	N/A
Alder	1	10	6	11
Coast Live Oak	1	20	3	6
Canyon Live Oak	1	20	3	6
Scrub Oak	1	10	2	4

3.4 Restoration Success Criteria. For a restoration site to be deemed successful, it shall:

- a) Complete the required monitoring, maintenance, and reporting term set forth in the Restoration Plan.
- b) Have no single plant species that constitutes more than 60% of the vegetative cover.
- c) Have no woody non-native plant species present and herbaceous (ground cover) invasive species shall not exceed five percent cover.
- d) Survive without supplemental irrigation (if irrigation is required) for a period of 2-years.
- e) Have met the goals set forth in the Restoration Plan regarding the vegetative cover, survival rates, and/or plant diversity for that specific habitat type.
- f) Demonstrate and ensure that any replacement plants have or will be monitored until they are well established.
- g) In some scenarios, if it can be demonstrated that the restoration area has achieved its goals and met the success criteria, CDFW can provide concurrence that no further restoration activities are required.

#### 4. Reporting

4.1 Annual Restoration Monitoring Reports. Annual restoration monitoring reports shall be submitted to CDFW each year restoration activities are conducted. The first restoration monitoring report shall be submitted one year after the initiation of restoration activities. For multiple restoration sites, a single monitoring report may be submitted if that is more feasible. Monitoring reports, at a minimum, shall include: a) a general overview description of the success of the restoration efforts. This includes measurements/data regarding the survival rates for planted trees and shrubs, percent cover of native and non-native vegetation, and composition/diversity of plant species; b) a summary of non-native vegetation control efforts and their effectiveness; c) photos from designated photo stations to show the progress of the site; d) biologist and/or restoration expert recommendations for the following monitoring year; and, h) a list of any wildlife observations at the site.

4.2 Final Mitigation Monitoring Report. After the restoration site has met the success criteria, a final monitoring plan shall be submitted to CDFW. CDFW shall then request a site visit to determine if the restoration efforts are deemed complete. The site should be free of trash and any irrigation infrastructure should be removed. If the site is deemed successful by CDFW, documentation will be submitted to Permittee to acknowledge this.

4.3 Post-Maintenance Reporting. Permittee shall submit at the end of each calendar year, or Permittee fiscal year, an Annual Maintenance Report. The Annual Maintenance Report shall include: a) a list of maintenance activities that were conducted; b) a brief discussion of select maintenance activities that are representative of the work conducted that previous year; c) photographs of select maintenance areas; and, d) tracking of any impacts that resulted in restoration requirements and what is the status of the restoration.

4.4 Four-Year Status Reports (as required for Long-term Agreements). Pursuant to the California Fish and Game Code Section 1605 (g), every four years during the term of this Agreement, until the Agreement expires, a Status Report shall be submitted to CDFW (to the regional office address) no later than 90 days prior to the end of each four year period (first status report due December 31<sup>st</sup>, 2019). The report shall include, if not already contained in the annual maintenance monitoring report, the following information: a) a copy of the original Agreement; b) the status of the activity covered by the Agreement; c) an evaluation of the



success or failure of the measures in the Agreement to protect the fish and wildlife resources that the activity may substantially adversely affect; d) a discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected; e) reports shall include photo documentation consisting of "before and after" photos of representative work areas in which maintenance was completed with hand tools, and all areas in which work involving heavy equipment occurred.

4.5 CDFW Receipt of Four-Year Status Report. Upon receipt of the Status Report, CDFW will contact Permittee to schedule an on-site inspection by CDFW staff, to confirm that Permittee is in compliance with the terms of this Agreement, and that the Agreement is adequately protecting fish and wildlife resources. These onsite inspections shall be conducted by CDFW staff every four years during the term of this Agreement, until the Agreement expires. Following review of the Status Report and the onsite inspection, if CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources that are being substantially adversely affected by the activity, CDFW, in consultation with Permittee, and within 45 days of receipt of the report, shall impose one or more new measures to protect the fish and wildlife resources affected by the activity.

## **CONTACT INFORMATION**

Any communication that District 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:

Ventura County Transportation Department  
Raul Gallo  
800 S. Victoria Road  
Ventura, California, 93009  
Office: (805) 672-2132  
E-mail: [raul.gallo@ventura.org](mailto:raul.gallo@ventura.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 #1600-2015-0094-R5  
Streambed Program Inbox: [R5LSACompliance@Wildlife.ca.gov](mailto: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 District 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 District, 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, District must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (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.CDFW.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.CDFW.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire on **December 31<sup>st</sup>, 2025**, 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 TRANSPORTATION DEPARTMENT, COUNTY OF  
VENTURA PUBLIC WORKS AGENCY**



\_\_\_\_\_  
David Fleisch, Director

4/20/2016

\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**



\_\_\_\_\_  
Betty J. Courtney  
Environmental Program Manager

June 13, 2016

\_\_\_\_\_  
Date