

APPROVED

AUG 17 2023

BOARD OF RECREATION AND PARK COMMISSIONERS

BOARD REPORT

NO. 23-152

DATE August 17, 2023

C.D. 15

BOARD OF RECREATION AND PARK COMMISSIONERS

SUBJECT: PECK PARK –STREAMBED ALTERATION AGREEMENT (SAA) EPIMS-LAN-36994-R5 WITH CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE TO REMOVE VEGETATION - CATEGORICAL EXEMPTION FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) PURSUANT TO ARTICLE III, SECTION 1, CLASS 1(8) [MAINTENANCE OF EXISTING LANDSCAPING, NATIVE GROWTH, WATER SUPPLY RESERVOIRS; AND BRUSH CLEARANCE FOR WEED ABATEMENT AND FIRE PROTECTION] AND CLASS 6 [BASIC DATA COLLECTION, RESEARCH, EXPERIMENTAL MANAGEMENT AND RESOURCE EVALUATION ACTIVITIES WHICH DO NOT RESULT IN A SERIOUS MAJOR DISTURBANCE TO AN ENVIRONMENTAL RESOURCE] OF CITY OF LOS ANGELES CEQA GUIDELINES AND ARTICLE 19, SECTIONS 15301(h) AND 15306 OF CALIFORNIA CEQA GUIDELINES

B. Aguirre	_____	M. Rudnick	_____
B. Jones	_____	For *C. Santo Domingo	<u>DF</u>
B. Jackson	_____	N. Williams	_____



 General Manager

Approved X _____ Disapproved _____ Withdrawn _____

If Approved: Board President  _____ Board Secretary  _____

RECOMMENDATIONS

1. Authorize the Department of Recreation and Parks' (RAP) General Manager or designee to execute the Streambed Alteration Agreement (SAA) EPIMS-LAN-36994-R5 with the California Department of Fish and Wildlife (CDFW) substantially in the form attached hereto as Attachment A to this Report;
2. Determine that the proposed Project, consisting of the maintenance of existing native growth and landscaping, is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) [Maintenance of existing landscaping, native growth, water supply reservoirs; and brush clearance for weed abatement and fire protection] and Class 6 [Basic data collection, research, experimental management and resource evaluation activities which do not result in a serious major disturbance to an environmental resource] of City of Los Angeles CEQA Guidelines and Article 19, Section 15306 of California CEQA Guidelines, and direct RAP staff to file a Notice of Exemption (NOE);

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3. Authorize RAP's Chief Accounting Employee to prepare a check to the Los Angeles County Clerk in the amount of \$75.00 for the purpose of filing an NOE; and
4. Authorize RAP staff to make technical corrections as necessary to carry out the intent of this Report.

SUMMARY

Peck Park is located at 560 North Western Avenue in the San Pedro area of the City. This 74.52 acre facility provides a children's play area, community center building, volleyball courts indoor/outdoor basketball courts, three baseball diamonds, Swimming pool and hiking trails for the use of the surrounding community. Approximately 6,127 City residents live within a one-half mile of Peck Park. Due to the size of the park, and the facilities, features, and programs it provides, Peck Park currently meets the standard for a Community Park, as defined in the City's Public Recreation Plan.

The park includes two small canyons: Peck Canyon and Dunn Canyon, formed by intermittent streams. The canyons are surrounded by homes, and the Department of Recreation and Parks (RAP) performs annual brush clearance within 200 ft of the existing residences, and 10 ft from existing roads and fences, pursuant to Section 57.322 of Los Angeles Municipal Code. A small portion of the brush clearance area (1.513 acres) falls in the riparian area of the two canyons.

According to Section 1602 of the California Fish and Game Code (FGC), obstruction of the natural flow of existing streams, lakes and rivers, or deposit of debris, waste, or other materials in streams and rivers beds which could harm fish or wildlife can occur only if authorized by the California Department of Fish and Wildlife (CDFW) through a streambed alteration agreement.

CDFW has determined that the brush clearance activities could potentially disrupt fish or wildlife resources in the riparian habitat and requires that the RAP signs the attached Streambed Alteration Agreement (Attachment A) (Agreement) that includes measures to prevent such disruption. The Agreement has a 10-year term and will expire on March 1, 2033. This Agreement is replacing a previous streambed alteration agreement (SAA 1600-2012-0127-R5) between RAP and CDFW which also had a 10 year term, which expired in 2022 and included mitigation measures similar to those included in the proposed Agreement.

The mitigation measures included in the Agreement include:

- Pre-work biological survey of the area to identify existing biological resources and nesting areas;
- Biological monitoring during brush clearance events;
- Removal of invasive plants;
- Reporting to CDFW.

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TREES AND SHADE

The approval of the Streambed Alteration Agreement will have no impact on existing trees or shade at Peck Park.

ENVIRONMENTAL IMPACT

The proposed Project consists of maintenance of existing native growth and brush clearance for fire prevention as well as basic data collection, and resource evaluation activities which do not result in a serious major disturbance to an environmental resource.

According to the parcel profile report retrieved on July 10, 2023, this area does not reside in a liquefaction, methane or coastal zone, so there is no reasonable possibility that the proposed Project may impact on an environmental resource of hazardous or critical concern or have a significant effect due to unusual circumstances. No other known projects would involve cumulatively significant impacts, and no future projects would result from the proposed Project. As of July 10, 2023, the State Department of Toxic Substances Control (DTSC) (Envirostor at www.envirostor.dtsc.ca.gov) and the State Water Resources Control Board (SWCB) (Geotracker at <https://geotracker.waterboards.ca.gov/>) have not listed the Project site, but have listed RB Case #: 907320052 near the Project area (within 1000 feet). The case is a leaking underground storage tank, pertaining to an existing gas station. A remediation action was concluded in May 2023 and the Regional Water Quality Control board closed the case. According to the Caltrans Scenic Highway Map there is no scenic highway located within the vicinity of the proposed Project or within its site. Furthermore, the proposed Project is not located in proximity of a known historical resources and will not cause a substantial adverse change in the significance of any historical resource.

Based on this information, RAP staff recommends that the Board of Recreation and Parks Commissioners (Board) determines that the proposed Project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to Article III, Section 1, Class 1(8) and Class 6 of City of Los Angeles CEQA Guidelines and to Article 19, Sections 15301(h) and 15306 of California CEQA Guidelines. RAP Staff will file an NOE with the Los Angeles County Clerk upon the Board's approval.

FISCAL IMPACT

The approval of this Report requires an annual commitment of \$25,000 for pre-construction biological survey and construction monitoring, which will be covered by RAP Maintenance Funds (Account number 302/883040/RAPX2002).

This Board Report was prepared by Elena Maggioni, Environmental Supervisor, Planning, Maintenance and Construction Branch.

ATTACHMENT

Attachment A: Lake and Streambed Alteration Agreement # EPIMS-LAN-36994-R5

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



STREAMBED ALTERATION AGREEMENT
EPIMS-LAN-36994-R5 VERSION 3
Peck Canyon and Dunn Canyon

CITY OF LOS ANGELES DEPARTMENT OF RECREATION AND PARKS
PECK PARK CANYON MAINTENANCE PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Los Angeles, Department of Recreation and Parks (Permittee), as represented by Elena Maggioni.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on January 26, 2023 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code 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

Peck Park is an in-fill park located on the Palos Verdes Peninsula in the community of San Pedro in the City of Los Angeles. The Project site is located south of Pacific Coast Highway, west of Interstate 110 (I-110), and east of State Route 213 (SR-213). The Project site is specifically located north of W. Summerland Avenue, south of Miraflores Avenue, east of N. Western Avenue, and west of N Gaffey Street. Using decimal degrees, the center point of the property corresponds to 33.751658° N and - 117.301831° W decimal degrees. Maps of the project site are included as Exhibit A.

PROJECT DESCRIPTION

The Permittee proposes to conduct brush clearance involving mowing and other hand operated clearance activities within Peck Park. Peck Park includes two small canyons, Peck Canyon and Dunn Canyon. Maps of the areas subject to brush clearing activities are included as Exhibit B. These canyons are in-fill areas surrounded by residential development. Weedy species dominate the park's slopes, creating a fire hazard for the

surrounding areas. The City of Los Angeles Fire Code requires removal of all brush within a 200-foot buffer/clearance of existing structures and within 10 feet of access roads.

The brush clearing would occur over an area totaling approximately 42.8 acres using gas powered tools and hand tools. Approximately 2.59 acres of riparian area was identified and mapped within Peck Canyon and Dunn Canyon, of which 1.51 acres are subject to brush clearance activities. This includes 0.08 acres of native natural communities and 1.43 acres of non-native natural communities. The native natural communities include 0.04 acres of California Sycamore Riparian Woodland and .03 acres of Cattail Marsh.

Brush clearing would be conducted as follows:

1. Conduct a site assessment: Before starting the brush clearing activities, the Qualified Biologist on site will conduct a thorough site assessment of the entire brush clearance area to determine the type of vegetation present, locate any active bird nests, and identify any rare, threatened or endangered species that might be present.
2. Establish Buffers: If active bird nests are present, the Qualified Biologist will establish appropriate buffers to not disturb the nests.
3. Train the Workers: The Qualified Biologist shall train the workers on how to spot nests, provide the workers with pictures of endangered species (plants and animals) potentially present in the area, and distributes training material.
4. The Qualified Biologist shall remain on site: The Qualified Biologist must remain on site for the entirety of the project.
5. Setup a safe work area: The Qualified Biologist will ensure that the work area is setup safely, with proper signage and barriers to prevent access by unauthorized personnel.
6. Brush Clearance: Brush clearing activities include:
 - a. Trimming vegetation to provide five feet clearance from all rooftops
 - b. Trim trees up to 6 feet from the ground
 - c. Trim specimen shrubs to meet fire code requirements
 - d. Cut all hazardous vegetation, grass, and weeds to three inches in height
 - e. Remove all dead trees, previously cut vegetation and debris
 - f. Riparian vegetation will be avoided as much as possible
7. Streams: No brush will be removed from streams in Peck and Dunn Canyons.
8. Monitor for environmental impacts: The Qualified Biologist will monitor the site during and after the brush clearing activities to assess any potential environmental impacts.
9. Dispose of debris: The Qualified Biologist will ensure that all debris from the brush clearing activities is disposed of properly.
10. Final report: The Qualified Biologist will prepare a final report documenting the brush clearing activities and any environmental impacts. The report will be submitted to CDFW.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

Birds: lesser goldfinch (*Carduelis psaltria*), mourning dove (*Zenaida macroura*), house finch (*Carpodacus mexicanus*), Anna's hummingbird (*Calypte anna*), western scrub-jay (*Aphelocoma californica*), bushtit (*Psaltriparus minimus*), American crow (*Corvus brachyrhynchos*), California towhee (*Melospiza crissalis*), black phoebe (*Sayornis nigricans*), spotted towhee (*Pipilo maculatus*), song sparrow (*Melospiza melodia*), Allen's hummingbird (*Selasphorus sasin*), hooded oriole (*Icterus cucullatus*), oak titmouse (*Baeolophus inornatus*), dark-eyed junco (*Junco hyemalis*), western gull (*Larus occidentalis*), Pacific-slope flycatcher (*Empidonax difficilis*), common raven (*Corvus corax*), orange-crowned warbler (*Vermivora celata*), northern rough-winged swallow (*Stelgidopteryx serripennis*), wrenit (*Chamaea fasciata*), Cooper's hawk (*Accipiter cooperii*), sharp-shinned hawk (*Accipiter striatus*), yellow-breasted chat (*Icteria virens*), yellow warbler (*Setophaga petechia*);

Herpetofauna: western fence lizard (*Sceloporus occidentalis*), southern pacific rattlesnake (*Crotalus viridis*), gopher snake (*Pituophis catenifer*), California alligator lizard (*Elgaria multicarinata*), king snake (*Lampropeltis getula*);

Mammals: California ground squirrel (*Otospermophilus beecheyi*), common raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*), cottontail rabbit (*Sylvilagus* sp.), coyote (*Canis latrans*);

Plants: Pigweed (*Amaranthus palmeri*), mulefat (*Baccharis salicifolia*), rattlesnake weed (*Euphorbia albomarginata*), giant wild rye (*Leymus condensatus*), golden bush (*Hazardia squarrosa*), toyon (*Heteromeles arbutifolia*), cliff aster (*Malacothrix saxatilis*), California wax myrtle (*Morella californica*), western sycamore (*Platanus racemosa*), holly-leaved cherry (*Prunus ilicifolia*), lemonade berry (*Rhus integrifolia*), poison oak (*Toxicodendron diversilobum*), California bay (*Umbellularia californica*), tree mallow (*Lavatera arborea*), prickly pear (*Opuntia* sp.), cattail (*Typha latifolia*), our Lord's candle (*Yucca whipplei*);

And all other riparian/wetland vegetation which provides habitat for these species and all other aquatic and wildlife resources in the Project vicinity.

The adverse effects the Project could have on the fish or wildlife resources identified above include: decline of vegetative diversity; colonization by exotic plant and animal species; direct take of fish and other aquatic organisms; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from Project activities; loss or impediment of terrestrial animal species travel routes due to temporary structures.

Permanent Impacts:

Project-related activities shall result in no more than 1.513 acres of permanent impacts to the stream on site. Permanent impacts are a result of vegetation removal. This

includes 0.08 acres of native natural communities and 1.43 acres of non-native natural communities. The native natural communities include 0.04 acres of California Sycamore Riparian Woodland and .03 acres of Cattail Marsh.

Temporary Impacts:

Project-related activities shall result in no temporary impacts to the stream.

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.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.5 Notification Requirements. CDFW requires that the Permittee: a) 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; and, b) immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.
- 1.6 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify

compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts.

- 1.7 Agreed Work Activities. The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities not specifically agreed to and resolved by this Agreement shall be subject to a separate notification.

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.

Definitions

- 2.1 Qualified Biologist Definition. A Qualified Biologist is an individual who is approved by CDFW to handle all terrestrial/aquatic common species and species of special concern listed above.
- 2.2 Listed Species Definition. A listed species means a candidate, threatened, or endangered species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.).
- 2.3 Fully Protected Species Definition. Fully protected species are those specifically identified in Fish and Game Code sections 3511, 4700, 5050, and 5515.

Species Protection

- 2.4 Does Not Authorize Take of State-listed Species. This Agreement does not authorize take of any candidate, threatened, or endangered or candidate species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), or any species fully protected under the Fish and Game Code. "Take" means "to hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill." (Fish & G. Code, § 86.). If there is potential for take of any CESA-protected or fully protected species, Permittee shall consult with CDFW.
- 2.5 Other Laws and Permits. This Agreement does not relieve Permittee from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the Project the Agreement covers.
- 2.6 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)]. If there is a potential for take, Permittee should request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service would be required to receive take authority for federal threatened and endangered species.

- 2.7 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all Project personnel entering the Project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute wallet-sized cards or a fact sheet for workers to carry on-site that contains this information and pertinent Project contacts. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and be available to CDFW upon request.
- 2.8 Qualified Biologist. Permittee shall obtain CDFW's written approval to qualify a biologist at least thirty (30) days before initiating any Project activities. Permittee shall submit to CDFW in writing, the name, qualifications, business address, and contact information for any biologist to conduct work under this Agreement. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site, and they shall have experience identifying, capturing, handling, and relocating the wildlife species. The Qualified Biologist shall be responsible for monitoring all Project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.
- 2.9 On-site Biologist with Stop Work Authorization. Permittee shall have a Qualified Biologist on site to ensure all avoidance and minimization measures this Agreement requires are implemented. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the Project site. The biologist shall be authorized to stop any Project activities if necessary to protect fish and wildlife resources. If Permittee encounters a listed or fully protected species during a Project activity that could be harmed, Permittee shall suspend work and consult with CDFW.
- 2.10 Terrestrial Wildlife Species. To avoid impact to any non-listed terrestrial wildlife species, a Qualified Biologist shall inspect the Project area prior to any Project activities. Any individuals found shall not be harassed and shall be allowed to leave the Project area unharmed. If needed, a Qualified Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby

safe location within nearby refugium, or it shall be allowed to leave the Project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Qualified Biologist shall release it into the most suitable habitat nearby the site of capture.

- 2.11 Daily Clearance Survey. Before the start of daily Project activities, the Qualified Biologist should survey the Project area to ensure wildlife incidentally trapped due to Project activities are allowed to escape.
- 2.12 Relocation of Stranded Wildlife. If found within the Project site, the Qualified Biologist shall capture and move all species authorized by this agreement immediately. Measures shall be taken to avoid harm and mortality resulting from relocation activities.
- 2.13 Wildlife Records. A record shall be maintained of all wildlife. The record shall include the date of capture, the method of capture, the location of movement relation to the Project site, and the number and species moved. The record shall be provided to CDFW within two weeks of the completion of the work season or Project activities, whichever comes first.
- 2.14 Injured Wildlife. Subject to CDFW's pre-approval, the Qualified Biologist shall also make arrangements with a CDFW-qualified wildlife rescue and rehabilitation facility to temporarily hold sick or injured wildlife encountered at the Project site, in accordance with California Code of Regulations, title 14, section 679. The injured wildlife shall be returned to the Project site when deemed releasable, but only after Project activities have been completed. Healthy wildlife shall not be removed from the wild or held in captivity.
- 2.15 Report Mortalities and Serious Injuries Immediately. If any native aquatic species are found dead or injured during fish relocation activities or other construction-related actions, the Qualified Biologist shall contact CDFW within two (2) hours and shall provide written notification to CDFW by writing within 24 hours. The purpose of the contact with CDFW is to review the activities resulting in mortality and to determine if additional protective measures are required.
- 2.16 Notification to the California Natural Diversity Database. If any special-status species are observed during Project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five (5) days of the sightings, and provide a copy of "receipt" of the submission or the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.
- 2.17 Pre-Work General Biological Surveys. Permittee shall have the Qualified Biologist conduct one pre-Project survey within and adjacent to the proposed work area

within a one-week period prior to Project-related activities commencing for the season or if work is paused for five (5) days or more. This survey shall be performed annually before the start of Project-related activities for the season. Pre-Project surveys shall include: a) general surveys for botanical and wildlife resources; b) the identification of any active burrows and/or woodrat nests (if active, they should be recorded, monitored for species observations, and mapped); c) work areas with flowing or standing water shall be visually surveyed for any aquatic species that may be impacted by Project activities; and, d) surveys of culvert and bridge areas to determine if these structures are being used for nesting, roosting, or habitat refugia. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review no later than 72 hours prior to the start of Project activities. If any special status species are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately. If a lapse in Project-related work of five (5) days or longer occurs, another survey and consultation with CDFW shall be required before Project work can be reinitiated.

Birds

- 2.18 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.
- 2.19 Nesting and/or Breeding Bird Surveys. Permittee shall make every effort to not conduct project activities within streams and associated vegetation from February 1 to September 15 (January 1 for Raptors) to avoid impacts to breeding/nesting birds. If work cannot be avoided during the nesting season, then Permittee shall also do one of the following to avoid and minimize impacts to nesting birds:
- 2.19.1 The Designated Biologist shall survey for breeding/nesting habitat within and adjacent to streams and associated vegetation for breeding/nesting birds. Work within streams and associated vegetation must be initiated within 72 hours of the conclusion of surveys. Surveys out to 500 feet from the project may be limited by adjacent landowner(s) access authorization. Where access is not possible, the Designated Biologist shall use

binoculars or spotting scopes to identify offsite nesting birds. The Designated Biologist shall provide CDFW field notes or other documentation within 24 hours of completing the surveys. An e-mail report with a letter report to follow may be used. The e-mail/letter report shall include how impacts of any nesting birds will be avoided. If a lapse in project-related work of 5 days or longer occurs, another survey shall be required before project work can be reinitiated. The Designated Biologist shall implement a default 300-foot minimum avoidance buffer for all passerine birds and 500-foot minimum avoidance buffer for all raptor species. Observations of breeding/nesting threatened, or endangered bird species shall be reported immediately to CDFW. 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.

2.19.2 The Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

2.20 Take of Bird Nests. Permittee 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.

2.21 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 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). This Agreement does not allow Permittee, any employees, or agents to destroy or disturb any active bird or raptor nest at any time of the year.

Habitat Protection

2.22 Trees Not Designated for Removal. Permittee shall immediately notify CDFW if any trees not designated for removal within CDFW streams are damaged during construction operations. During vegetation removal, the Qualified Biologist shall be present to monitor and make sure that no removal of native plants will occur other than what is permitted by this Agreement. If the extent of damage to a tree is questionable, the Permittee shall consult with CDFW prior to impacts.

2.23 Demarcate Work Area Boundary. Permittee or Qualified Biologist shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat/vegetation and to provide visual orientation to the work limits. Method of demarcation may vary but shall be in place during all periods of operation. All

persons employed or otherwise working on the Project site shall be instructed about the restrictions that the marking represents.

- 2.24 Tree and Shrub Removal. No tree removal is allowed for the list of following species: coast live oak (*Quercus agrifolia*), western sycamore (*Platanus racemosa*), black walnut (*Juglans nigra*), and Fremont cottonwood (*Populus fremontii*). Tree limbs less than 3 inches at DBH may be trimmed as necessary to provide equipment access. Any trimming of branches of trees with a DBH greater than 3 inches, other than *Salix* spp., shall require PRIOR approval from CDFW. The proposed removal method for all trimmings and grubbed materials must be determined PRIOR to these activities and if it is determined that additional impacts may occur as a result of these activities additional Compensatory Mitigation may be required (See Section 3).
- 2.25 Demolition of Structures. This Agreement in no way authorizes the demolition of any structure.
- 2.26 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.
- 2.27 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.
- 2.28 Dewatering Restrictions. This Agreement in no way authorizes any dewatering of the stream.
- 2.29 Diversions. No diversion, dams, or restriction of flows is authorized within this Agreement without authorization in writing from CDFW prior to implementation.
- 2.30 Concrete. This Agreement does not authorize the use of any concrete or any cement-related products.
- 2.31 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.
- 2.32 Temporary Installation of Bridges, Culverts, or Other Structures. No temporary culverts or other structures are authorized such that a change in water flow (velocity and low flow channel width) occurs.
- 2.33 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction. Any work in a wetted portion of a streambed shall be approved by CDFW prior to construction.

Fill and Spoils

2.34 Fill. This Agreement does not authorize fill. Any use of fill must be authorized by CDFW prior to its installation.

Erosion Control, Turbidity, and Siltation

2.35 Erosion Control Materials. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to CDFW streams. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the Project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

2.36 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.

Equipment and Access

2.37 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the Project site.

2.38 Vehicle Access. Vehicles shall not be driven through or equipment operated where wetland vegetation, riparian vegetation, or aquatic organisms may be harmed or destroyed. Vehicles shall not drive in wetted areas unless specific authorization is obtained prior to the activity.

2.39 Staging areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.

2.40 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.

2.41 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. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of Project-related activities. 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.

Herbicide and Invasive Species

- 2.42 Remove Invasive Vegetation by Hand. Whenever practical, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means.
- 2.43 Herbicide Application. Where chemical control of non-native vegetation is deemed necessary within the bed, bank, or channel of the stream and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides that are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals that are approved for aquatic use. Nothing in this Agreement represents an herbicide use recommendation that allows for an action that conflicts with pesticide use regulations. All herbicide use conditions for mixing, application, and clean-up shall conform to all applicable federal, state, and local regulations. Any application of herbicide shall be done by a licensed or certified applicator in accordance with all applicable, federal, state, and local regulations. Herbicides shall be used only for selective treatment of non-native vegetation identified as invasive by California Invasive Plant Council (Cal-IPC). The current Cal-IPC Inventory of vegetation identified as invasive or at high risk of becoming invasive can be found at: <https://www.cal-pc.org/plants/inventory/>. Herbicide use to kill native vegetation is prohibited. No herbicides shall be used where Threatened or Endangered species occur. No herbicides shall be used when wind velocities are above five (5) miles per hour or when nesting birds could be exposed.
- 2.44 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.
- 2.45 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or watershed to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.46 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed and make contact with water or wetted soils prior to entering and after exiting the stream. If

equipment is operating to avoid contact with water or wetted soils, then it is otherwise permissible to conduct the work without specialized decontamination procedures for aquatic invasive animal species (Conditioned in this Agreement), but activities would need to be in compliance with other Conditions of this Agreement and any other federal, state, or local laws or ordinances. For example, general conditions in the existing Agreement to make sure visible dirt, mud, and plant materials are removed from equipment prior to entering the stream, but do not require the specialized thermal, freezing, and/or drying methods developed for aquatic invasive animal species.

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

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

2.48 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

Pollution, Litter and Cleanup

2.49 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.

- 2.50 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, wildlife, or riparian habitat resulting from Project-related activities shall be prevented from contaminating the soil and/or entering a stream or watercourse.
- 2.51 Pollution Compliance. The Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of the Permittee to ensure compliance.
- 2.52 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily during Project activities.
- 2.53 Trash Receptacles. Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scraps, food wrappers, beverage, and other miscellaneous trash generated by work force personnel.
- 2.54 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

Exotic Species Removal and Control

- 2.55 Pest Species. The Permittee, shall remove any non-native vegetation *Arundo donax* (*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.
- 2.56 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, as defined by Exhibit B, 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.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 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-related activities. Notification shall be sent to the e-mail address: EPIMS.r5@wildlife.ca.gov Reference # EPIMS-LAN-36994-R5.
- 3.2 Reporting. All surveys, pre and post construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted to EPIMS.r5@wildlife.ca.gov Reference # EPIMS-LAN-36994-R5 and CC Andrew.Aitken@wildlife.ca.gov.
- 3.3 Notification of Work Plan or Verification Request Form. Prior to implementation of any routine maintenance activities during the life of this Agreement, Permittee shall submit to CDFW a work plan or verification request form (VRF). The work plan or VRF shall provide at minimum a description of all proposed work, the locations for proposed work, a description of the type of work that will be performed, a description of the anticipated impacts, the equipment that shall be used, and a copy of all required survey and pre-construction survey results, findings, analyses, recommendations, and field notes. In addition, Permittee shall provide payment to CDFW for the desired number of routine maintenance Projects to be completed at that time. Fees shall be based on the fee schedule in place at the time of the payment (per California Code of Regulations, Title 14), for all the Projects scheduled to be completed. The fees shall be sent to CDFW to California Department of Fish and Wildlife, Lake and Streambed Alteration Program, South Coast Region 5, 3883 Ruffin Road, San Diego, CA 92123, Reference # EPIMS-LAN-36994-R5. The work plan or VRF and associated fees shall be submitted to CDFW prior to implementation of any routine maintenance work. Permittee shall receive written correspondence from CDFW to confirm that the work plan or VRF and associated fees have been received prior to implementation of any routine maintenance work. A VRF template is included as Exhibit C.
- 3.4 Annual Report. The Permittee shall submit an annual maintenance monitoring report describing each maintenance Project completed per calendar year, including pre- and post-maintenance photos, maps, and reports of compliance to CDFW by December 31 for activities conducted the previous 12 months.
- 3.5 Riparian Vegetation Avoidance Plan. Within 30 days of signing this Agreement, Permittee shall submit to CDFW for written approval, a map and plan describing how riparian vegetation shall be avoided.
- 3.6 Maintenance Report. Pursuant to the California Fish and Game Code Section 1605 (g) at least every four years during the term of this Agreement, until the Agreement expires, a Status Report shall be submitted to CDFW no later than 90 days prior to the end of each four year period (first status report due January 31, 2027), and shall include the following information:

3.6.1 A copy of the original Agreement.

3.6.2 The status of the activity covered by the Agreement.

- a. The status of the activity covered by the Agreement.
- b. 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.
- c. 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.
- d. Upon receipt of the Status Report, CDFW will contact the Permittee to schedule an onsite inspection by CDFW staff, to confirm that the 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.
- e. 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 the 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.

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

Electronic versions of reports shall be submitted through the Environmental Permit Information Management System (EPIMS). Click or paste this link in your browser to be routed to EPIMS: <https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>.

3.8 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts. 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.

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 or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Elena Maggioni
City of Los Angeles – Department of Recreation and Parks
221 N Figueroa St. Suite 400 ms 682
Los Angeles, CA 90012
Elena.maggioni@lacity.org

To CDFW:

Department of Fish and Wildlife
South Coast Region
3883 Ruffin Road
San Diego, CA 92123
Attn: Lake and Streambed Alteration Program – Andrew Aitken
Notification # EPIMS-LAN-36994-R5
EPIMS.r5@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 complying with, or 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. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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 Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 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). Submit the form and fee to the CDFW regional office that serves the area where the Project is located.

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). Submit the form and fee to the CDFW regional office that serves the area where the Project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (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 Fish and Game Code section 1605, subdivisions (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 (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the Project is located.

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 Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on March 1, 2033 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- A. Exhibit A. Regional Map
- B. Exhibit B. Project Ariel View Map
- C. Exhibit C. Verification Request Form (VRF) Template

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 Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.



California Department of
Fish and Wildlife

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Permit Tracking

Permit: EPIMS-LAN-36994-R5 - Peck Park Brush Clearance Project - 2023

Status: Underway

Region: Region 5

Permittee Organization: City of Los Angeles - Department of Recreation and Parks

CDFW Contact: Andrew Aitken

Instructions

Review the entire Standard Agreement and Exhibits (if applicable). If you identify an issue(s) with the document(s), please contact the CDFW Regional Office identified within the Standard Agreement document.

Final Draft Standard Agreement:

- Once you have completed your review of the Final Draft Standard Agreement and Exhibits (if applicable), add your name, electronic signature, and date in the 'Concurrence' section.
- Click "Save" and "Submit."
- Once you have submitted your signed Final Draft Standard Agreement you will receive an email confirming your submittal.
- After submittal of your signed Final Draft Standard Agreement, if you have any questions about the status of your Final Standard Agreement, contact the CDFW Regional Office identified within the Standard Agreement document.
- NOTICE: After CDFW receives the signed Final Draft Standard Agreement, it will make it final by signing it. However, CDFW will not sign the Final Standard Agreement until it has: 1) Complied with the California Environmental Quality Act (CEQA) as lead or responsible agency; and 2) Received written proof that the CEQA Environmental Filing Fee specified in Fish and Game Code section 711.4 has been paid, if a filing fee is required.

Final Standard Agreement:

- Once you have completed your review of the Final Standard Agreement and Exhibits (if applicable), open the pdf document(s) and print.
- A printout of the Concurrence page containing the permittee and CDFW electronic signatures must be attached to the Final Standard Agreement to be valid. Click print at top of page to print Concurrence page.

- Once the Final Standard Agreement and Concurrence pages are printed, you may begin the project the Final Standard Agreement authorizes, provided you have obtained all necessary local, State, and federal permits or authorizations.

Need EPIMS Help?

[Frequently asked EPIMS questions](#)

For project specific questions contact your [CDFW Regional Office](#)

Further Assistance? EPIMSHelp@wildlife.ca.gov or call 1 (833) 303-7467

[Standard Agreement](#)

[Return to Components](#)

Signature Page

This Standard Agreement is being issued to:

Final Standard Agreement:*

Open and print the attached PDF file.

Exhibits

If applicable, the documents below are exhibits to the Standard Agreement and are incorporated by reference. Open and print attached file.

Document Description:

Document:

Concurrence

I am the applicant, or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all provisions contained herein.

I am the applicant or I have the authority to sign for the applicant. By my signature, I accept and agree to comply with all the provisions contained herein.

Final Agreement Effective Date:

Permittee Electronic Signature:

First and Last Name

Date Signed:

Department of Fish and Wildlife

CDFW Electronic Signature:

CDFW Representative Title:

Date Signed:

Acting for:

Last Edited By:

Environmental Permit Information Management System
Conditions of Use
Privacy and Policy

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