



DEPARTMENT OF FISH AND GAME

CHARLTON H. BONHAM, Director

South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4201  
www.dfg.ca.gov



Received

SEP 30 2011

September 27, 2011

Mr. Jack Miller  
County of San Diego, Department of Environmental Health  
1255 Imperial Avenue  
San Diego, California 92101

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2009-0167-R5  
Vector Habitat Remediation Program

Dear Mr. Miller:

Enclosed is the final Streambed Alteration Agreement (Agreement) for Vector Habitat Remediation Program (Project). Before the Department of Fish and Game (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a notice of determination (NOD) on the same date it signed the Agreement. The NOD was based on information contained in the final Program Environmental Impact Report the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-day period 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 Ms. Kelly Fisher at (858) 467-4207 or [kfisher@dfg.ca.gov](mailto:kfisher@dfg.ca.gov).

Sincerely,

Stephen M. Juarez  
Environmental Program Manager

**CALIFORNIA DEPARTMENT OF FISH AND GAME**  
SOUTH COAST REGION  
3883 RUFFIN ROAD  
SAN DIEGO, CALIFORNIA 92123



**MASTER LAKE AND STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2009-0167-R5  
VARIOUS LAKES AND STREAMS WITHIN SAN DIEGO COUNTY

COUNTY OF SAN DIEGO  
VECTOR HABITAT REMEDIATION PROGRAM

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and the County of San Diego, Department of Public Health (County) as represented by Jack Miller.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the County notified DFG on June 19, 2009, that the County intends to complete the project described herein.

WHEREAS, pursuant to FGC section 1603, DFG 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, the County has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

NOW THEREFORE, the County agrees to complete the project in accordance with the Agreement.

**PROJECT LOCATION**

The project is located within various streams and lakes occurring within the San Juan, Santa Margarita, San Luis Rey, Carlsbad, San Dieguito, Penasquitos, San Diego, Pueblo San Diego, Sweetwater, Otay, and Tijuana watersheds (Hydrologic Units) in the County of San Diego, State of California, excluding waterbodies occurring entirely within Federal lands (including tribal lands and military installations).

**PROJECT DESCRIPTION**

The project consists of certain Individual Projects funded by the County of San Diego's Department of Environmental Health through their Vector Habitat Remediation Program (VHRP). The VHRP is designed to fund small projects involving vegetation removal, sediment removal, debris and trash removal, and wetland enhancement and related projects that reduce or remove mosquito breeding habitat in a manner that balances the

water quality, biologic, aesthetic, and hydrologic values of wetlands with the need to protect human populations and animals from mosquito-borne disease.

In order to be eligible for inclusion under this Agreement, an Individual Project must meet the following criteria:

- a. Individual Project will not result in a net loss of native, sensitive habitat;
- b. Individual Project will not result in more than 0.10 acre of more than 300 linear feet of impact to a stream or lake;
- c. Individual Project will not result in removal of any native trees with a diameter at breast height of greater than two inches;
- d. Individual Project will not require construction or vegetation removal during the bird breeding season;
- e. Individual Project will not result in permanent impacts to habitat and/or designated critical habitat for federally/state listed species;
- f. Individual Project will not include hardscape, including replacement or repairs to existing hardscape drainage facilities or expansion of such facilities;
- g. Individual Project will not be located directly adjacent to a project previously authorized under the VHRP; and
- h. Individual Project is determined by DFG to not require compensatory mitigation or to be self-mitigating, or mitigation can be provided on-site or at an off-site location acceptable to DFG.

No more than ten Individual Projects will be covered by this Agreement in any one year, and the total lake/stream impacts for all Individual Projects covered in any year may not exceed 0.6 acre. Individual Projects funded by VHRP grants but not meeting these criteria will require separate Notification to DFG pursuant to Section 1600 *et seq.* of the Fish and Game Code, and negotiation of individual Agreements, if determined necessary by DFG.

## **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: aquatic and riparian species existing within, adjacent to, and/or downstream of each Individual Project location, including native fish, amphibians, reptiles, water fowl, shore birds, songbirds, raptors, and mammals, and the habitats upon which they depend.

The adverse effects the project could have on the fish or wildlife resources identified above include: change in contour and/or gradient of bed, channel, or bank, change in channel cross-section, change in sediment transport, increased turbidity, short-term

release of contaminants, decline in vegetative diversity, colonization by exotic plant species, direct take of fish and other aquatic species, direct impacts from dredging on benthic organisms, disruption to nesting birds and other wildlife, direct take of terrestrial species, diversion of flow water from, or around, activity site, and loss or decline of riparian and/or wetland habitat.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Individual Project Authorization Measures**

In order for any Individual Project to be covered under this Agreement, the County must meet each of the requirements described below.

1.1 Submittal of Individual Projects. No more than once per calendar year, the County shall submit to DFG a list of the Individual Projects proposed for coverage by this Agreement for the following year or grant cycle. Along with the list, the County shall submit the following documentation for each of the Individual Projects on the list.

a. Complete description of each proposed Individual Project, including:

- Entity conducting the work;
- Site location, including latitude and longitude or UTM coordinates and Thomas Guide coordinates;
- Type of facility (e.g., culvert, detention basin, flood control channel, etc.);
- Size of facility (length and width to determine impact area);
- Description of activity (activities) to be performed (e.g., vegetation clearing, sediment removal, trash/debris removal, etc.);
- Determination of whether the project is a priority project for vector breeding habitat remediation based on proximity to a known mosquito breeding location, mosquito species type and abundance, and proximity to urban areas and sensitive receptors;
- Types of equipment to be utilized;
- Frequency of maintenance;
- Description of habitat types present at the site and the amount to be impacted;
- Potential to affect listed species and/or designated critical habitat, if known; and
- Schedule for conducting the required work.

b. CEQA Document, including a description of all activities, mitigation, and proof that the project is in compliance with all of the terms of this Agreement;

c. A Biological Technical Report, including an assessment of existing flora and fauna species and, if needed, focused surveys for special-status species;

- d. A Conceptual Mitigation Plan/Restoration Plan that includes an assessment of onsite and offsite mitigation feasibility based on the type and quality of habitat, wetland functions and values, frequency of disturbance, and consideration of temporal losses.
  - e. A Hydrology/Drainage Study
  - f. Design Plans
  - g. Any applicable construction permits from individual jurisdictions, with associated documents such as Landscape Plans and Traffic Control Plans.
- 1.2 Verification of Eligibility. DFG will review each Individual Project to determine whether it meets the criteria established for coverage by this Agreement. DFG will notify the County within 30 days of receipt if the submittal package is incomplete or DFG requires additional information to make its determination. Within 60 days following receipt of a complete submittal package, DFG will notify the County which, if any, Individual Projects do not qualify for coverage under this Agreement. If DFG has not notified the County of any disqualified Individual Project(s) within the aforementioned 60 days, the County may proceed with the Individual Project(s) as submitted.
- 1.3 Payment of Outstanding Fees. The County shall submit a fee for each Individual Project to DFG at the time the list of Individual Projects is submitted for each year. The fee shall be based on DFG's Master Agreement fees as described in the California Code of Regulations, Title 14, Section 699.5. As of the issue date of this Agreement, the fee is set at \$280.25 per project, but it may be adjusted annually pursuant to Section 713 of the Fish and Game Code.

## **2. Administrative Measures**

The County shall meet each administrative requirement described below.

- 2.1 Documentation at Project Site. The County 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 DFG personnel, or personnel from another state, federal, or local agency upon request.
- 2.2 Providing Agreement to Persons at Project Site. The County 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 the County, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 2.3 Notification of Conflicting Provisions. The County shall notify DFG if the County 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, DFG shall contact the County to resolve any conflict.

- 2.4 Project Site Entry. The County agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.
- 2.5 Traversing Another Property. To the extent that any provisions of this Agreement provide for activities that require the County to traverse another owner's property, such provisions are agreed to with the understanding that the County possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 2.6 Notification Prior to Work. The County shall notify DFG, in writing, at least five days prior to initiation of construction (project) activities and at least five days prior to completion of construction (project) activities, each time project activities occur. Notification shall be sent to DFG's South Coast Office at the address above, ATTN: Streambed Alteration Program – SAA # 1600-2009-0167-R5.

### **3. Avoidance and Minimization Measures**

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

- 3.1 Vegetation Removal Seasonal Restrictions. The County shall not remove vegetation within the stream from February 15 to September 15 to avoid impacts to nesting birds.
- 3.2 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following: a species fully protected under state law; a species listed under the California Endangered Species Act (Fish & G. Code § 2050 et seq.) and/or Endangered Species Act (16 U.S.C. § 1531 et seq.); a species identified by DFG as a species of special concern; or any other species for which take is prohibited under state or federal law. No direct or indirect impacts shall occur to any protected species, except as may be authorized by a Natural Community Conservation Plan or one or more individual permits that authorize such impacts.
- 3.3 Survey Completed by Qualified Biologist. The County shall have a qualified biologist survey the proposed work area to verify the presence or absence of protected species. The results of these surveys shall be provided to DFG, along with copies of all field notes, prior to the initiation of work. The surveys shall be conducted pursuant to protocol survey guidelines established by the United States Fish and Wildlife Service (USFWS) or, if no protocol exists, the survey technique shall be approved by DFG in writing. The biologist shall have all required permits.

- 3.4 Disturbance of Vegetation. The disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Precautions shall be taken to avoid other damage to vegetation by people or equipment.
- 3.5 Delineate Work Area. Work area boundaries shall be delineated by flagging, erecting temporary fencing, or otherwise clearly marking to minimize surface and vegetation disturbance. All temporary fencing and flagging shall be removed at the conclusion of project activities.
- 3.6 Restoration of Stream Configuration. If a stream's low flow channel, bed or banks/lake bed or banks have been altered, these shall be returned as nearly as possible to their original configuration and width, without creating future erosion problems. However, if alteration to the original configuration is part of a restoration project, the restored contours shall follow the restoration plans submitted as part of the Individual Project's submittal package.
- 3.7 Protection of Oak Trees. No equipment shall be operated within the drip line of oaks. Protective fencing shall be placed around the drip line of oaks to prevent compaction of the root zone.
- 3.8 Herbicide Use in Conformance with Applicable Laws. Nothing in this Agreement represents a pesticide 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 laws.
- 3.9 Herbicides Approved for Use Near Water. Any herbicide used where there is the possibility that the herbicide could come into direct contact with water shall be approved for use in an aquatic environment (e.g. Rodeo). Great care shall be taken to avoid contact with any native vegetation. Herbicide shall only be applied on calm days to prevent airborne transfer.
- 3.10 Selective Trimming of Native Species. A small amount of selective trimming of native species (e.g. willow, oak and sycamore) may occur to prevent overspray of herbicide from reaching these branches, but only as provided within the conditions of this Agreement. Native vegetation may only be trimmed; individual plants shall not be removed. Material in excess of three (3) inches in diameter shall require specific notice to and consultation with DFG. If trimming is necessary, a qualified biological monitor shall be present and/or shall examine the site and mark native vegetation that is to be trimmed with flagging to ensure impacts are within the conditions of this Agreement.
- 3.11 Herbicide Mixing Sites. Herbicide mixing sites shall only be located in areas devoid of vegetation, and where there is no potential of a spill reaching a vegetated area or a stream.

- 3.12 Work in Flowing Stream. When work in a flowing stream is unavoidable, the entire stream flow shall be diverted around the work area by a barrier, temporary culvert, new channel, or other means approved by DFG. Location of the upstream and downstream diversion points shall be approved by DFG. Construction of the barrier and/or the new channel shall normally begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Channel banks or barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock rip-rap, or other protective material. The enclosure and the supportive material shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction. The County shall obtain all written approvals from DFG prior to initiation of construction activities.
- 3.13 Flow Diversions. Flow diversions shall be done in a manner that shall prevent pollution and/or siltation and which shall provide flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flows shall be restored to the effected stream immediately upon completion of work at that location.
- 3.14 Temporary Dams and Obstructions. Any temporary dam or other artificial obstruction constructed shall only be built from materials such as clean gravel which will cause little or no siltation, and shall be approved by DFG prior to construction. Upon completion of the project and after all flowing water in the area is clear of turbidity, the gravel along with the trapped sediment shall be removed from the stream.
- 3.15 Movement of Rock, Gravel and Other Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as described in the Individual Project's submittal package. The County may remove all human generated debris, such as lawn and farm cuttings, garbage and trash.
- 3.16 Removal of Materials Prior to Flows. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur. Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the project site prior to inundation by high flows.
- 3.17 Minimization of Turbidity/Siltation. Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the work site to be isolated and/or the construction of silt catchment basins,

so that silt or other deleterious materials are not allowed to pass to downstream reaches. The placement of any structure or materials in the stream for this purpose, not included in the original project description, shall be coordinated with DFG. Coordination shall include the negotiation of additional Agreement provisions.

- 3.18 Prevent Discharge of Silty/Turbid Water. Silty/turbid water shall not be discharged into the stream. Such water shall be settled, filtered, or otherwise treated prior to discharge. The County's ability to minimize turbidity/siltation shall be the subject of pre-construction planning and feature implementation.
- 3.19 Vehicle Operation in Stream. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as described in the Individual Project submittal package and as necessary to complete authorized work.
- 3.20 Access to Work Site. Access to the work site shall be via existing roads and access ramps, to the extent practicable. If additional access is required, the County shall include a description and figures depicting the access location and potentially-impacted vegetation in the Individual Project submittal package.
- 3.21 Equipment and Vehicle Spills and Contaminants. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. The County shall maintain all vehicles and equipment in proper working condition to minimize fugitive emissions and accidental spills from motor oil, antifreeze, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. The County shall be responsible for spill material removal and disposal to an approved offsite landfill and spill reporting to the permitting agencies. Service construction equipment shall be stored at designated areas only. Service/maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills. A spill containment kit shall be available onsite for all fueling, maintenance, and construction activities.
- 3.22 Drip Pans. Stationary equipment such as cranes, motors, pumps, generators, and welders located within or adjacent to the stream shall be positioned over drip pans.
- 3.23 No Equipment Maintenance in Stream. No equipment maintenance shall be done within or near any stream/lake where petroleum products or other pollutants from the equipment may enter these areas under any flow.

- 3.24 Keep Polluted Water from Entering Stream. Water containing mud, silt, or other pollutants from aggregate washing or other activities shall not be allowed to enter a flowing stream or placed in locations that may be subject to high storm flows.
- 3.25 Keep Pollutants Out of Stream. 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/materials associated with any project-related activity shall be allowed to contaminate the soil and/or enter into or be placed where they may be washed by rainfall or runoff into a stream or lake. Any of these substances/materials, placed within or where they may enter a stream or lake, by the County or any party working under contract, or with the permission of the County, shall be removed immediately upon observation of their presence. When operations are completed, any excess materials or debris shall be removed from the work area.
- 3.26 150-Foot High Water Mark. No rubbish shall be deposited within 150 feet of the high water mark of any stream.
- 3.27 Location of Storage/Staging Areas. Staging/storage areas for equipment and materials shall be located outside of the stream.

#### **4. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, the County shall implement each measure listed below.

- 4.1 Mitigation for Authorized Impacts. The County shall mitigate authorized impacts as follows. Permanent loss of riparian and wetlands habitat (including impacts from recurring vegetation clearing) shall be offset with equal or better habitat function at ratios commensurate with project impacts, ranging from 1:1 to 3:1. Final mitigation ratios for specific habitat types shall be determined based on the quality and quantity of resources impacted or, for projects within the planning area of a finalized habitat conservation plan or Natural Community Conservation Plan, in accordance with the applicable mitigation ratios and measures of that specific final plan, or, as necessary, in accordance with other required resource agencies permits, which may require mitigation ratios greater than 3:1. In the event that a finalized habitat conservation plan or Natural Community Conservation Plan does not stipulate mitigation ratios for temporary impacts, it shall be assumed that temporary impacts on riparian and wetlands habitat would be offset through the restoration of temporarily impacted areas to pre-construction contours and vegetation types at a minimum 1:1 ratio. The mitigation shall be conducted at a location and in a manner to be approved by DFG.
- 4.2 Mitigation For Unauthorized Impacts. The County shall mitigate at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that

additional mitigation is required, the type of mitigation shall be determined by DFG and may include creation, restoration, enhancement and/or preservation.

- 4.3 **Mitigation Plan.** For each Individual Project requiring compensatory mitigation at an on-site or off-site location, the County shall submit a Final Mitigation plan for DFG review prior to project initiation. The Final Mitigation plan shall be prepared by persons with expertise in southern California ecosystems and native plant revegetation techniques. The plan shall include, at a minimum: (a) the location of the mitigation site; (b) the plant species to be used, container sizes, and seeding rates; (c) a schematic depicting the mitigation area; (d) planting schedule; (e) a description of the irrigation methodology; (f) measures to control exotic vegetation on site; (g) specific success criteria; (h) a detailed monitoring program; (i) contingency measures should the success criteria not be met; and (j) identification of the party responsible for meeting the success criteria and providing for conservation of the mitigation site in perpetuity. The County shall receive DFG approval prior to initiation/impacts.
- 4.4 **Time Restrictions and Consequences.** All mitigation shall be installed within nine months of project initiation. Any delay in the installation of mitigation will require an amendment to this Agreement and may result in the application of higher mitigation ratios than are currently required by this Agreement to offset the additional temporal loss of habitat function.
- 4.5 **Performance Criteria.** Unless otherwise approved in writing by DFG, each mitigation site shall meet the following criteria. All mitigation planting shall have a minimum of 100% survival the first year and 80% survival thereafter and/or shall attain 75% cover of native woody perennials after 3 years and 90% cover of native woody perennials after 5 years. If the survival and cover requirements have not been met, the County is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting. At the completion of the monitoring period, the mitigation site shall have received NO supplemental irrigation for a period of two consecutive years, nonnative plants shall not make-up more than 5% of the entire cover of the site, no more than 5% of the site shall consist of bare ground and the site shall be free of invasive exotic plant species such as tamarisk.
- 4.6 **Release Criteria.** The County shall not be released from their maintenance and monitoring obligations until such time as the County has requested and received written concurrence from DFG that the success criteria have been met.

## **5. Reporting Measures**

The County shall meet each reporting requirement described below.

- 5.1 **Mitigation Site As-Built Report.** The County shall submit a report to DFG within 45 days of completion of site preparation and planting, acknowledging the completion

of the installation phase and documenting the as-built status of the mitigation project. The report shall include a plan or map diagram showing the mitigation area and the final as-built locations of plantings, irrigation, and other installations. Photographs from representative vantage points shall also be included to document the final site conditions.

- 5.2 Annual Mitigation Monitoring Report. The County shall submit an annual mitigation monitoring report to DFG by January 1 of each year for 5 years after the mitigation installation. This report shall include an evaluation of the site as compared to the success criteria, the number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters. Photographs from designated photograph stations shall be included.

## **CONTACT INFORMATION**

Any communication that the County or DFG 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 the County or DFG specifies by written notice to the other.

### To the County:

Jack Miller  
Director  
County of San Diego, Department of Environmental Health  
1255 Imperial Avenue  
San Diego, California 92101

### To DFG:

Department of Fish and Game  
South Coast Region  
3883 Ruffin Road  
San Diego, California 92123  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2009-0167-R5  
Fax: (858) 467-4299

## **LIABILITY**

The County shall be solely liable for any violations of the Agreement, whether committed by the County or any person acting on behalf of the County, 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 DFG's endorsement of, or require the County to proceed with the project. The decision to proceed with the project is the County's alone.

## **SUSPENSION AND REVOCATION**

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

Before DFG suspends or revokes the Agreement, it shall provide the County 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 the County an opportunity to correct any deficiency before DFG suspends or revokes the Agreement, and include instructions to the County, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused DFG to issue the notice.

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve the County or any person acting on behalf of the County, 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 the County or any person acting on behalf of the County, 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 the County or any person acting on behalf of the County, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

## **AMENDMENT**

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

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

## **EXTENSIONS**

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

If the County fails to submit a request to extend the Agreement prior to its expiration, the County 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 DFG's signature, which shall be: 1) after the County's signature; 2) after DFG 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.dfg.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.dfg.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire on August 31, 2016, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The County 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 the County, the signatory hereby acknowledges that he or she is doing so on the County's behalf and represents and warrants that he or she has the authority to legally bind the County to the provisions herein.

**AUTHORIZATION**

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

**CONCURRENCE**

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

**FOR THE COUNTY OF SAN DIEGO**

  
\_\_\_\_\_  
Name: Molly Luettgerodt  
Title: Environmental Planner III

8/30/11  
\_\_\_\_\_  
Date

**FOR DEPARTMENT OF FISH AND GAME**

  
\_\_\_\_\_  
Stephen M. Juarez  
Environmental Program Manager

27 Sept 2011  
\_\_\_\_\_  
Date