CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4—CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710

STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2012-0208-R4
CHORRO CREEK AND TRIBUTARY TO CHORRO CREEK
SAN LUIS OBISPO COUNTY

COUNTY OF SAN LUIS OBISPO
GENERAL SERVICES AGENCY

COUNTY WOMEN'S JAIL EXPANSION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the County of San Luis Obispo (referred to as Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 25, 2012 that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The Project is located at Chorro Creek and an unnamed tributary to Chorro Creek, in the County of San Luis Obispo, State of California; Latitude 35^0 19' 15" N, Longitude 120^0 43' 41" W, within the northeast quarter of Section 18, Range 12E, Township 30S of the "San Luis Obispo" U.S. Geological Survey (USGS) 7.5 Minute, MDB&M. The Project can be accessed by traveling approximately 3 miles northwest of the City of San Luis Obispo. The Project Site is located at 1585 Kansas Avenue, San Luis Obispo, and is within Assessor's Parcel Number 073-221-002.

PROJECT DESCRIPTION

The Project consists of modifying an existing drainage conveyance system by constructing a drop inlet at the origin of the wetland/drainage seep at the southwestern corner of the site. Water will be conveyed via a subsurface pipe beneath a new access road into an existing culvert at the northwest corner of the Project site. The footprint of the building construction will be located at the west end of the Project Site within 0.037 acres (1620 square feet) of wetland drainage. Two (2) of the three (3) Project staging areas will be located at the top of bank, within the edge of the riparian zone, of Chorro Creek. These two (2) staging areas occupy 0.34 and 0.19 acres, respectively.

To mitigate for impacts to the wetland and riparian zones, five (5) sites have been identified for restoration totaling 0.05 acres, as detailed in the "Wetland Mitigation Plan" that was submitted with the Notification and is included as Exhibit B to this Agreement. Two (2) sites are located on an unnamed tributary to Chorro Creek that runs along the south side of the Project Site, two (2) sites are located within the seasonal wetland on site, and one (1) site is adjacent to the maintenance building. The two (2) sites along the unnamed tributary will focus on enhancement and restoration of native riparian scrub habitat; the one (1) site adjacent to the maintenance building will focus on trash removal; the remaining two (2) sites will restore and enhance sections of the seasonal wetland on and adjacent to the site. The specifics of the restoration, including plant species, densities, methods, and monitoring, will follow that described in the "Wetland Mitigation Plan".

- No work will be conducted within the wetted portion of the channel, except for the upper limits of the seasonal wetland, which remains wet year-round. Water will not be present in the majority of the seasonal wetlands during construction at that site. All other Project areas will be naturally dry.

- Tree removal and tree trimming will be confined to the minimal amount needed to complete operations.

- The Notification materials are made part of the Project description.

Equipment used will include grader, excavator, drill rig, compactor, water truck, loader, dump truck, concrete truck, backhoe, and miscellaneous contractor pickup trucks.

PROJECT IMPACTS

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the area of Chorro Creek and the Tributary to Chorro Creek within the Project area, and the immediate adjacent riparian habitat. Absent implementation of the protective measures required by this Agreement, the following species and habitat types could potentially be impacted within the area covered by this Agreement: the Federally threatened and State species of special concern (SSC)

California red-legged frog (*Rana draytonii*), the Federally threatened South Central California Coast steelhead (*Oncorhynchus mykiss*), the SSC two-striped garter snake (*Thamnophis hammondii*) and Western pond turtle (*Actinemys marmorata*), the State and Federally endangered marsh sandwort (*Arenaria paludicola*) and Chorro Creek bog thistle (*Cirsium fontinale* var. *obispoense*), the State rare adobe sanicle (*Sanicula maritima*), and the California Native Plant Society List 1B San Luis Obispo sedge (*Carex obispoensis*), as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that comprise the local ecosystem. The California Natural Diversity Data Base (CNDDB) and other CDFW files and references contain information on species that could be subject to potential impacts generated from this Project.

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 this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 Measures. Permittee shall notify CDFW if Permittee determines or learns that a Measure in this 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 this Agreement.

1.5 Legal Obligations. This Agreement does not exempt the Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.

1.6 Unauthorized Take. This Agreement does not authorize the "take" ("take" defined in FGC Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such "take" shall require separate permitting as may be required.

1.7 Trespass. To the extent that the Measures of this Agreement provide for activities that require the Permittee to trespass on another owner's property, they are agreed to with the understanding that the Permittee possesses the legal right to so trespass.

1.8 Construction/Work Schedule. The Permittee shall submit a construction/work schedule to CDFW (mail, email to robert.tibstra@dfg.ca.gov, or fax to (805) 542-4609, with reference to Agreement 1600-2012-0208-R4) prior to beginning any activities covered by this Agreement. The Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.

1.9 Training. Prior to starting any activity within the stream, all workers shall have received training from the Permittee, a qualified biologist, or an approved alternate trainer, on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

2. Avoidance and Minimization Measures

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

2.1 Construction/Work Hours. All non-emergency work activities during the construction phase will be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.

2.2 Flagging/Fencing. Prior to any activity within the stream, the Permittee shall identify the limits of the required access routes and encroachment into the stream and ponded areas. These "work area" limits shall be identified with brightly-colored flagging/fencing. Work completed under this Agreement shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the Project. All CDFW jurisdictional areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.

2.3 Listed, Fully-Protected, and Special Status Species.

(a) This Agreement does not authorize "take," or "incidental take," of any State- or Federally-listed threatened or endangered, or fully-protected species. Liability for any "take," or "incidental take," of such listed species remains the responsibility of the Permittee for the duration of the Project.

(b) The Permittee affirms that no "take" of listed species will occur as a result of this Project and will take prudent measures to ensure that all "take" is avoided. The Permittee acknowledges that they fully understand that they do not have State "incidental take" authority. If any State- or Federally-listed

threatened or endangered species occur within the proposed work area or could be impacted by the work proposed, and thus "taken" as a result of Project activities, the Permittee is responsible for obtaining and complying with required State and Federally threatened and endangered species permits or other written authorization before proceeding with this Project.

(c) The Permittee shall immediately notify CDFW of the discovery of any such rare, threatened, or endangered species prior to and/or during Project implementation.

(d) Prior to construction, a qualified biologist shall conduct training sessions to familiarize all construction personnel with identification of the species listed in this Agreement, their habitat, general provisions and protections afforded by the Endangered Species Act, Measures implemented to protect these species, and a review of the Project boundaries.

(e) California Red-Legged Frog: If water exists within the unnamed tributary/wetland feature within 50 feet upstream or downstream of the Project site, a qualified biologist shall conduct a nighttime visual encounter survey at the Project site and 50 feet upstream and downstream for California red-legged frogs, within 48 hours prior to Project commencement. If any red-legged frogs are found prior to the Project or at any time during Project activities, work shall cease until CDFW and the U.S. Fish and Wildlife Service (USFWS) have been contacted and have given approval for work to continue. Permittee shall contact CDFW within 24 hours of any detection at (805) 594-6116.

(f) Steelhead: No work shall occur in flowing or standing water, except for the upper limits of the seasonal wetland, which remains wet year-round but whose surface water will not be connected to any steelhead-bearing stream during construction.

(g) Western Pond Turtle and Two-striped Garter Snake: Any turtles or snakes discovered at the site immediately prior to or during Project activities shall be allowed to move out of the area on their own volition; if this is not feasible, they shall be captured by a qualified biologist who holds a Scientific Collecting Permit for the species, and relocated out of harm's way to the nearest suitable habitat immediately upstream or downstream from the Project site.

(h) Listed and other Special Status Plants: Botanical surveys over the Project site in April 2007 did not result in detections of listed or other special status plants. If subsequent botanical surveys have not been completed within two (2) years prior to Project commencement, surveys shall be completed by a qualified botanist and submitted to CDFW. These surveys shall be completed during the appropriate time of year to detect any plants that must be identified while in bloom. In the event that any special status plants are

detected prior to or during Project activities, Project activity shall cease until the plants are flagged and 25-foot avoidance buffers are established around the plants. If avoidance flagged plants as described above is not feasible, Permittee shall contact CDFW to determine if alternative avoidance or minimization methods are acceptable. Any changes regarding non-listed plants may be approved in writing by CDFW. If avoidance of State-listed plants is not deemed feasible by CDFW, Permittee shall acquire an Incidental Take Permit for the appropriate plant species prior to proceeding with Project activities. Take of State rare species cannot be permitted; if any rare plants are detected on the Project site, work shall cease and not continue until CDFW has been contacted and has given written approval to continue.

(i) All trash shall be removed from the site daily to avoid attracting potential predators to the site. No pets shall be permitted to be at the site during construction.

2.4 Wildlife.

(a) If any general wildlife is encountered during the course of Project-related activities, said wildlife shall be allowed to leave the construction area unharmed.

(b) Pursuant to FGC Sections 3503 and 3503.5, it is unlawful to "take," possess, or needlessly destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no Project activity shall be completed from March 1 through August 31 unless the following surveys are completed by a qualified biologist within 30 days prior to Project initiation.

Raptors: Survey for nesting activity of raptors within a 500-foot radius of the Project site. Surveys shall be conducted at appropriate nesting times and concentrate on mature trees. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected by a 500-foot radius until the young have fledged and are no longer reliant on the nest tree or parental care.

Other Avian Species: Survey for nesting activity within a 250-foot radius of the Project boundaries. If any active nests are observed, these nests and any nest trees shall be designated an ESA and protected with a minimum 250-foot buffer until the young have fledged and are no longer reliant on the nest tree or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project area would be concealed from a nest site by topography.

2.5 Vegetation.

(a) Trimming and clearing of vegetation shall be limited to the minimal amount necessary to complete the Project.

(b) The Permittee shall document the number and species of all live, woody-stemmed plants four (4) inches DBH or greater that are removed or are damaged. Riparian trees and shrubs with a DBH of four (4) inches or greater that are damaged, killed, or removed shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost), except that heritage trees 24-inches or greater shall require replanting of like species at a 10:1 ratio in or immediately adjacent to the Project site (replaced to lost). This documentation shall be used as the basis for replacement mitigation and shall be incorporated into revegetation plans (see Compensatory Measure 3.1 Revegetation and Restoration, below).

(c) All disturbed invasive exotic plant species shall be removed from the Project site. Any Vinca, Cape or German ivy, Castor bean, Arundo, or other exotic plant species shall be bagged and disposed of appropriately. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project site without CDFW approval. Heavy equipment and other machinery shall be inspected for the presence of undesirable species prior to on-site use and cleaned to reduce the risk of introducing exotic plant species into the Project site.

2.6 Vehicles.

(a) Vehicles shall not operate in the wetted portion of the channel at any time.

(b) Any equipment or vehicles driven and/or operated 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 and terrestrial life.

(c) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.

2.7 Structures. The Permittee confirms that any and all structures and constructed features shall be properly aligned and otherwise engineered, installed, and maintained, to assure resistance to washout, and to erosion of the stream bed, stream banks and/or fill and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition.

2.8 Fill/Spoil.

(a) Spoil storage sites shall not be located within the stream, or where spoil will be washed into the stream. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.

(b) Fill shall be limited to the minimal amount necessary to accomplish the agreed activities. Excess fill material shall be moved off-site at Project completion.

2.9 Erosion.

(a) No work within the banks of the stream shall be conducted during or immediately following significant rainfall events (one-half of 1-inch in any 24-hour period) or when there is water flowing within the channel.

(b) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following construction. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW.

(c) Silty water shall not be discharged into the stream or created within the stream. The Permittee's ability to minimize siltation shall be the subject of preconstruction planning and feature implementation. Precautions to minimize siltation may require that the work site be isolated 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 CDFW. If it is determined that silt levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the siltation shall be halted until effective CDFW-approved control devices are installed, or abatement procedures are initiated.

2.10 Pollution.

(a) During construction, the Permittee will not dump any litter or construction debris within the stream zone. All such debris and waste will be picked up daily and properly disposed of at an appropriate site.

(b) Raw cement, concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from Project-related activities, will be prevented from contaminating the soil and/or entering "Waters of the State".

(c) The Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650 and 12015.

(d) In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

(e) All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.

3. Compensatory Measures

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

3.1 Revegetation/Restoration.

(a) The Wetland Mitigation Plan (WMP – Exhibit B) submitted with the Notification shall be implemented as part of this Project. The Plan includes details of proposed riparian restoration and enhancement, including plant palette, densities, and monitoring methods. Permittee shall submit annual reports to CDFW according to the WMP, including but not limited to monitoring methods and dates, a comparison of surveyed conditions to the success criteria of the WMP, and recommendations for remedial actions if success criteria are not being met. If Permittee proposes any changes to the WMP, the Permittee shall submit changes to CDFW for approval prior to commencement of the proposed work. Proposed changes to the WMP may require that Permittee request an amendment to this Agreement.

(b) For any exposed slopes or exposed areas on the stream banks caused by Project activities, these areas shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year construction ends. A seed mixture shall be submitted to CDFW for approval prior to application if it differs from that described within the WMP. At the discretion of CDFW, all exposed areas where seeding is considered unsuccessful after 90 days shall receive appropriate soil preparation and a second application of seeding, straw, or mulch as soon as is practical on a date mutually agreed upon.

(c) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW. Coordination may include the negotiation of additional Agreement Measures for this activity.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of the Permittee.

(a) The Permittee shall have primary responsibility for monitoring compliance with all protective measures in this Agreement. Protective Measures must be implemented within the time periods indicated in this Agreement and the program described below.

(b) The Permittee (or the Permittee's designee) shall ensure the implementation of the Measures of this Agreement, and shall monitor the effectiveness of these Measures.

4.2 Reports. The Permittee shall submit the following Reports to the Department:

- Construction/work schedule, submitted to CDFW prior to commencing Project activity (Administrative Measure 1.8).
- Results of surveys for California red-legged frog, if water is present within 50 feet of the Project site, submitted to CDFW within two (2) weeks of completing the surveys (Avoidance and Minimization Measure 2.3 (e)).
- Results of surveys for nesting birds if construction is scheduled during the avian nesting season, submitted to CDFW at least five (5) days prior to commencing Project activities (Avoidance and Minimization Measure 2.4(b)).
- Annual reporting as described in the Wetland Mitigation Plan (Compensatory Measure 3.1(a)).
- A seed mixture to be used to control erosion (Compensatory Measure 3.1 (b)).
- A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project, including any problems relating to the protective measures of this Agreement. "Before and after" photo documentation of the Project site shall be included.

CONTACT INFORMATION

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

To Permittee:

Steve Neer
Capital Projects Coordinator
County of San Luis Obispo General Services Agency
1087 Santa Rosa Street
San Luis Obispo, California 93408
(805) 781-5168
sneer@co.slo.ca.us

To CDFW:

California Department of Fish and Wildlife
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Robb Tibstra
Notification #1600-2012-0208-R4
Phone: (805) 594-6116
Fax: (805) 542-4609
Robert.Tibstra@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this 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 this 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 this Agreement.

Before CDFW suspends or revokes this 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 this 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 this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other Federal, State, or local laws or regulations before beginning the Project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq*. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in this 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 this 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 this 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., Title 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this 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 this 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., Title 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this 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., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new Notification and notification fee before beginning or continuing the Project this Agreement covers (FGC section 1605(f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall remain in effect for five (5) years from the date it is signed by CDFW, unless it is terminated or extended before then. All measures in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any measures specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

The Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities that shall be conducted under the terms of this Agreement are consistent with the Project described in the CEQA Mitigated Negative Declaration prepared by the County of San Luis Obispo as the Lead Agency and for which a Notice of Determination was filed on January 29, 2008 (State Clearinghouse No. 2007121039). A copy of this document was provided with the Section 1602 Notification.

CDFW, as a CEQA Responsible Agency, shall make findings and submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

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

A. Figure 1. Project Location USGS Quad Map.

B. Attachment 1. Wetland Mitigation Plan for the County Women's Jail Expansion Project.

AUTHORITY

If the person signing this 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 terms herein.

AUTHORIZATION

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

CONCURRENCE

The undersigned accepts and agrees to comply with all the terms of the Agreement.

FOR COUNTY OF SAN LUIS OBISPO

Bruce S. Gibson
Chairperson of the Board of Supervisors

Date

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Jeffrey R. Single, Ph.D.
Regional Manager—Central Region

Date

Prepared by: Robb Tibstra
Environmental Scientist

ACCEPTED AND AGREED this _____ day of _____, 20___.

AGENCY:

BY: _____
Jeffrey R. Single, Ph.D.
California Department of Fish and Wildlife
Region 4

TITLE: _____
Regional Manager – Central Region

OWNER:

COUNTY OF SAN LUIS OBISPO

By: _____
Chairperson of the Board of Supervisors

Approved by Board action on

_____, 20___

ATTEST:

Clerk of the Board of Supervisors

By: _____
Deputy Clerk

APPROVED AS TO FORM AND LEGAL EFFECT:

RITA L. NEAL
County Counsel

BY: _____
RITA L. NEAL
County Counsel

DATE: 8/19/13

RECOMMENDED BY:

_____
JANETTE PELL
General Services Director

Figure 1

Exhibit A

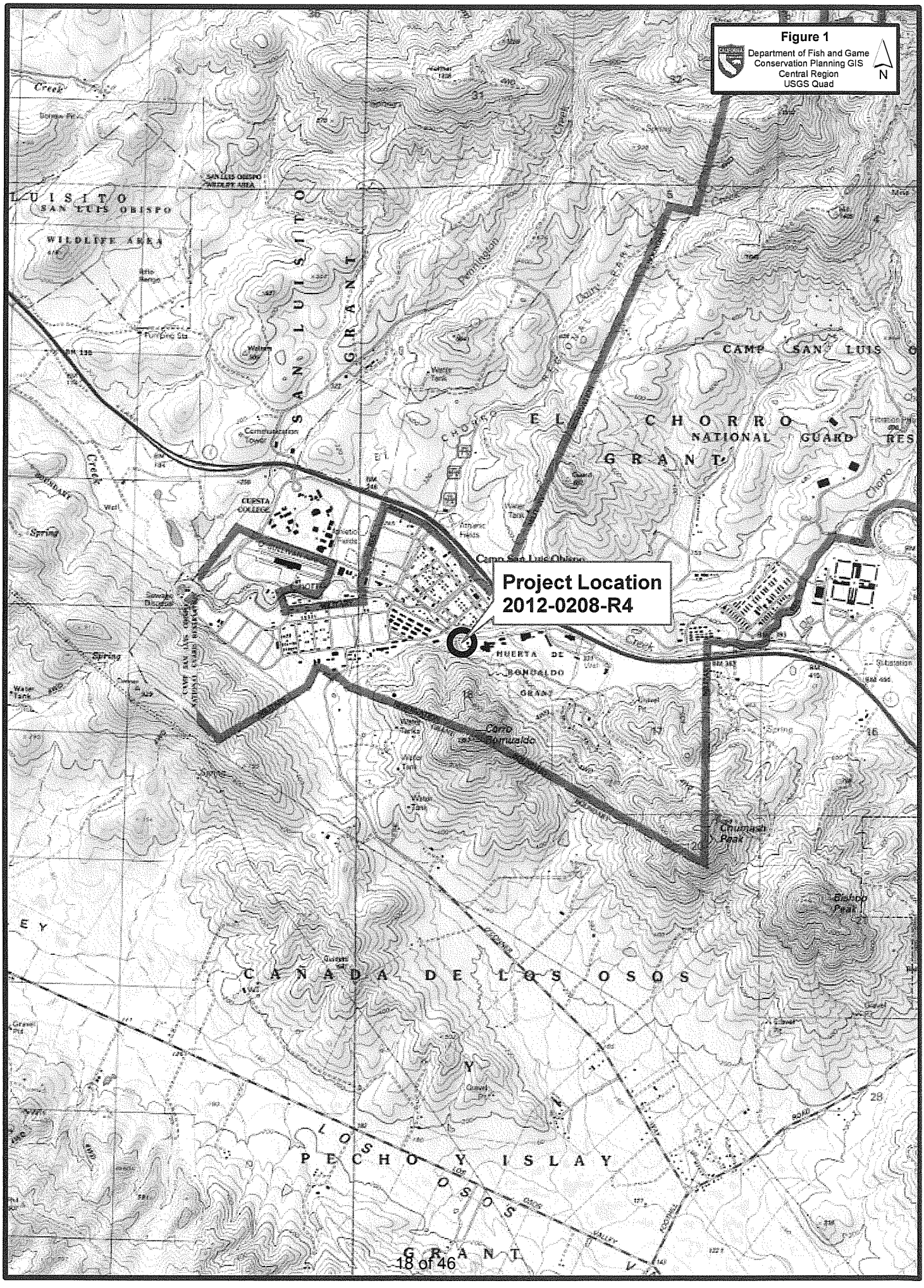
Figure 1
Department of Fish and Game
Conservation Planning GIS
Central Region
USGS Quad
N
Project Location
2012-0208-R4
L U I S I T O
SAN LUIS OBISPO
WILDLIFE AREA
SAN LUIS OBISPO
WILDLIFE AREA
SAN LUIS OBISPO
GRANT
CAMP SAN LUIS
EL CHORRO
NATIONAL GUARD
GRANT
CUESTA
COLLEGE
HUERTA DE
BONGALDO
GRANT
Camp Barnwaldo
Chumash
Peak
Bishop
Peak
CAÑADA DE LOS OSOS
LOS OSOS
PECHO Y ISLAY
GRANT

Attachment 1

Exhibit B

WETLAND MITIGATION PLAN
FOR THE
COUNTY WOMEN'S JAIL EXPANSION PROJECT

Prepared for:
County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, California 93408
(805) 781-5213

For Submittal to:
California Department of Fish and Game
U.S. Army Corps of Engineers

Prepared by:
Padre Associates, Inc.
811 El Capitan Way, Suite 130
San Luis Obispo, California 93401
(805) 786-2650 / (805) 786-2651 (fax)

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1.0 SUMMARY

1.1 BACKGROUND

This Wetland Mitigation Plan (hereinafter referred to as Plan) has been submitted on behalf of the County of San Luis Obispo (County) at the request of the U.S. Army Corps of Engineers (Corps) to compensate for permanent impacts to 1,620 square feet (0.04-acre) of waters of the U.S. associated with the proposed expansion of the County Women's Jail Facility. Proposed mitigation for the project includes restoration/enhancement of seasonal wetland and riparian scrub habitat. This document follows the Corps' *Final Mitigation Guidelines and Monitoring Requirements, Los Angeles District*, dated April 19, 2004. The County is providing this Plan to the Corps and the California Department of Fish and Game (CDFG) for review and approval prior to project implementation.

1.2 SUMMARY OF MITIGATION ACTIVITIES

The goal of this Plan is to restore/enhance riparian scrub and seasonal wetland habitat at a 2.5:1 ratio to compensate for permanent impacts to 0.04-acre of seasonal wetland habitat associated with the proposed project. Plant communities to be restored include approximately 0.047-acre of seasonal wetland habitat and 0.053-acre of riparian scrub habitat (Mitigation Areas). The Mitigation Areas will be maintained and monitored for a period of five years. The primary focus of maintenance activities will be the removal of non-native plant species to assist the development and long-term establishment of target plant communities.

2.0 PROJECT DESCRIPTION

2.1 RESPONSIBLE PARTIES

2.1.1 Project Proponent / Maintenance, Monitoring and Reporting

Mark Moore
County of San Luis Obispo
Department of General Services
1087 Santa Rosa Street
San Luis Obispo, CA 93408
(805) 781-5213

2.1.2 Mitigation Plan Preparer

Mr. Brian G. Dugas
Padre Associates, Inc.
811 El Capitan Way, Suite 130
San Luis Obispo, California 93401
(805) 786-2650

2.2 LOCATION OF PROJECT

The County Women's Jail is located south of State Highway 1, approximately three miles northwest of the City of San Luis Obispo, San Luis Obispo County, California. Specifically, the proposed project is located at the west end of the County Operations Center (COC) (Project Site). The location is illustrated on the following Figure 1 – Site Location Map.

2.3 PROJECT SUMMARY

The proposed impact area is a seasonal wetland drainage that originates from a spring located along the southern boundary of the Project Site within an adjacent oak woodland. From this point the wetland drainage extends in a northerly direction through a gravel parking area, and transitions into a man-made swale that directs flow into an existing concrete culvert which ultimately discharges into Chorro Creek. The Project Site is historically disturbed, routinely mowed/maintained, and contains an estimated three to four feet of gravel fill material within the existing parking area and fire access road.

The proposed project consists of the expansion of the medium/maximum security facilities located at the west end of the COC and the renovation of the Intake Release Control (IRC) area within the existing facility which includes demolition of the existing 3,000 square foot Women's Jail Facility. In addition, the proposed project includes modification of the existing drainage conveyance system requiring the construction of a drop inlet at the origin of the wetland drainage near the adjacent oak woodland. Specifically, water will be conveyed via a pipe beneath the access road that will daylight at two locations (i.e., the southwest corner of the proposed building expansion, within the existing swale) and ultimately lead to the existing culvert at the northwest corner of the Project Site. The proposed project also includes the extension of the 20-foot wide access road with a non-paved (decomposed granite) surface which will be located along the western and southwestern boundary of the Project Site. Relocation of the access road will require modification of the concrete culvert inlet structure at the northwest corner of the Project Site; however, no modifications to the outlet structure that discharges into Chorro Creek will be required. The building envelope for the proposed project would be located at the west end of the COC within the wetland drainage and gravel parking area (see Figure 2 – Limits of Jurisdictional Waters).

2.4 JURISDICTIONAL AREAS

2.4.1 Corps

Corps-defined wetlands are present where hydrophytic vegetation, wetland hydrology and hydric soils co-occur. Wetland hydrology and hydrophytic vegetation were evident within the majority of the wetland drainage within the Project Site excluding areas disturbed by the presence of fill material or routine maintenance. Hydric soil was also determined to be present in several locations based on examination of soil pits in areas within the wetland drainage where fill material had not been deposited. Therefore, the entire 1,620 square feet (0.04-acre) of the drainage located within the project impact area (PIA) is considered Corps-defined wetlands (see Figure 2 – Limits of Jurisdictional Waters).

2.4.2 California Department of Fish and Game

CDFG considers an area to be a wetland if it meets only one of the three Federal criteria (hydric soils, hydrology and hydrophytic vegetation). As such, the entire drainage is considered CDFG-defined wetlands (i.e., approximately 0.04-acre).

2.5 TYPES, FUNCTIONS AND VALUES OF JURISDICTIONAL AREAS TO BE IMPACTED

The wetland drainage has the potential to facilitate groundwater recharge within the project area by reducing current velocity and increasing residence time. In addition, these wetlands alter flood flows and stabilize and retain sediment; however, due to the presence of compacted fill material this function is considered limited. The vegetation of the wetland drainage has the potential to remove and transform nutrients and export production in terms of the downstream movement of organic matter and organisms; however, due to the high level of disturbance (i.e., routine mowing/maintenance) the functions and value of the of the current vegetation is greatly decreased. Furthermore, due to the level of disturbance present within the Project Site the wetland drainage provides limited habitat for resident and migratory wildlife. In summary, the jurisdictional areas support the following functions:

- Groundwater recharge;
- Flood flow alteration; and,
- Sediment stabilization.

3.0 GOAL OF MITIGATION

3.1 TYPES OF HABITAT TO BE CREATED/ENHANCED

The proposed Mitigation Areas include three on-site locations along an unnamed tributary to Chorro Creek and two locations along a seasonal wetland drainage adjacent to the Maintenance Building parking lot (see Figure 3 – Mitigation Areas). The unnamed tributary to Chorro Creek traverses the south side of the COC property behind the Maintenance and Communication Buildings, continues north between the Communications Building and the Firing Range, and drops into a culvert at Kansas Avenue adjacent to the Emergency Operations Center parking lot.

Riparian scrub habitat existing within the proposed Mitigation Areas is primarily comprised of sapling (<20 feet high) arroyo willows (*Salix lasiolepis*) with scattered stands of riparian trees, principally western sycamore (*Platanus racemosa*) and coast live oak (*Quercus agrifolia*). Understory includes riparian scrub species such as blackberry (*Rubus ursinus*), poison oak (*Toxicodendron diversilobum*), and elderberry (*Sambucus mexicana*), as well as invasive, non-native species such as greater periwinkle (*Vinca major*). In addition, marigold fig (*Carpobrotus chilensis, C. edulis*) is present along the riparian corridor adjacent to the Emergency Operations Center parking lot.

The seasonal wetland habitat within the proposed Mitigation Areas has historically been disturbed by maintenance activities (i.e., mowing) and activities associated with the adjacent maintenance building and parking lot. This area contains ruderal plant species (i.e., disturbance-adapted) including white sweet clover (*Melilotus alba*), bristly ox-tongue (*Picris echioides*), tree tobacco (*Nicotiana glauca*), fennel (*Foeniculum vulgare*), and various annual grasses. In addition, several non-native trees have been planted near the drainage including Canary Island date palm (*Phoenix canariensis*), sweet orange (*Citrus sinensis*), cherry (*Prunus* sp.), and black locust (*Robina pseudoacacia*).

The Mitigation Areas are comprised of five distinct locations for the purposes of restoration (see Figure 3 – Mitigation Areas):

- Area A (culvert at Kansas Avenue);
- Area B (employee break/picnic area adjacent to Communication Building);
- Area C (adjacent to Maintenance Building trash dumpster);
- Area D (drainage on west end of Maintenance Building parking lot); and,
- Area E (drainage on east end of Maintenance Building parking lot).

Restoration/enhancement of the proposed locations along the unnamed tributary (Areas A and B) will include removal of non-native/ornamental plant species and installation of an assemblage of riparian scrub species. Specifically, willow cuttings will be planted along the stream channel and the toe of the slope and container stock plantings including western sycamore, blue elderberry, and California blackberry will be planted along the upper banks of the channel (see Figure 4 – Planting Plan – Mitigation Areas A & B). Once mature, the plantings will provide additional stream channel canopy cover and wildlife habitat. Enhancement of Mitigation Area C will include removal of debris (i.e., abandoned trailer, garbage, etc.) and construction of a containment area for the adjacent trash dumpster. Mitigation Areas A, B, and C would combine to approximately 0.053-acre. The following Table 1 summarizes the goals of mitigation.

Restoration/enhancement of the proposed seasonal wetland restoration areas (Areas D and E) will consist of removal of all non-native plant species, including three Canary Island date palms, two black locust trees, and several sweet orange trees and cherry trees. Removal of the date palms adjacent to the drainage will provide a location for construction of a small sediment basin/overflow pond that will help regulate stormflow within the drainage. Wetland species such as cattail (*Typha latifolia*) will be installed around the overflow pond to facilitate nutrient uptake and provide additional wildlife habitat. In addition, the drainage in Areas D and E will be hydroseeded with a seasonal wetland seed mix (see Table 2 – Seasonal Wetland Seed Mix). Further, willow cuttings will be planted along lower portions of the drainage channel and riparian scrub species such as western sycamore, blue elderberry, and California blackberry will be installed along the upper banks of the drainage (see Figure 5 – Planting Plan – Mitigation Areas D & E). The willow cuttings and container plantings will provide additional wildlife habitat and

will tie the drainage into the adjacent tributary to Chorro Creek. Mitigation Areas D and E total approximately 0.047-acre. The following Table 1 summarizes the goals of mitigation.

Table 1. Mitigation Summary

Mitigation Area	Approximate Size (acre)	Habitat Type to be Created
Area A	0.037	Riparian scrub
Area B	0.016	Riparian scrub
Area C	--	--
Area D	0.027	Seasonal wetland/ Riparian scrub
Area E	0.02	Seasonal wetland/ Riparian scrub
Total	**0.1**	

The combined Mitigation Areas total approximately 0.1-acre. Restoration/enhancement of these areas will compensate for impacts associated with filling approximately 0.04-acre of seasonal wetland habitat within the PIA at a 2.5:1 ratio. Successful restoration of the riparian scrub and seasonal wetland habitat areas would enhance the overall quality of wildlife habitat and provide further in-stream bank and bed stabilization within the unnamed tributary to Chorro Creek. Therefore, restoration of Mitigation Areas A-E is being proposed to achieve compliance with agency permit requirements.

3.2 FUNCTIONS AND VALUES OF HABITAT TO BE CREATED/ENHANCED

The goal of this Mitigation Plan is to restore and protect the functions and values of the unnamed tributary to Chorro Creek and the associated seasonal wetland drainage as mitigation for permanent loss of disturbed seasonal wetland habitat filled during project construction. This Mitigation Plan strives to go beyond merely restoring functions and values of the seasonal wetland drainage (Areas D and E) to compensate for 0.04-acre of seasonal wetland habitat lost by project construction, but also to restore the unnamed tributary corridor area to natural conditions.

3.3 TIME LAPSE

It is expected that a minimum of three years will be required for vegetation to reach the appropriate size and maturity to provide substantial wildlife habitat functions.

3.4 ESTIMATED COST

Cost estimates for implementation of this Draft Mitigation Plan will be developed upon finalizing the Mitigation Plan, following review and comment by CDFG and the Corps.

3.5 SPECIAL AQUATIC HABITATS

Corps-defined wetlands (i.e., seasonal wetland drainage) will be permanently impacted by project construction; however, similar habitat will be restored/enhanced by proposed mitigation activities.

4.0 PROPOSED MITIGATION SITE

4.1 LOCATION AND SIZE OF MITIGATION AREA

The Mitigation Areas consist of the three locations along the unnamed tributary to Chorro Creek and two locations along the associated seasonal wetland drainage located south of State Highway 1, approximately three miles northwest of the City of San Luis Obispo, San Luis Obispo County, California. Specifically, the proposed Mitigation Areas are located at the east end of the COC. The size and location of mitigation areas are described above under Section 3.1 - Types of Habitat to be Created/Enhanced.

4.2 OWNERSHIP STATUS

The Mitigation Area is owned by the County. No development and/or further improvements are planned for this area.

Points of Contact: Mr. Mark Moore (805) 781-5213

4.3 EXISTING FUNCTIONS AND VALUES OF THE MITIGATION AREA

The designated Mitigation Areas have been disturbed due to activity associated with the COC Maintenance and Communications Buildings, the Firing Range, and adjacent parking lots, however still serve several functions and maintain some value as a wildlife habitat area. See Section 3.1 for a description of the existing functions and values of the Mitigation Area.

4.4 PRESENT AND PROPOSED USES OF THE MITIGATION AREA

The Mitigation Areas are comprised of the tributary channel and surrounding banks which support riparian habitat and the associated seasonal wetland drainage. The drainage and tributary channel are bordered by the existing Maintenance Building and parking lot, Communications Building, Firing Range, and the Emergency Operations Center parking lot. As such, the Mitigation Areas have been altered by activity associated with these buildings and parking lots. No other use is proposed for the designated Mitigation Areas.

4.5 JURISDICTIONAL DELINEATION

See Page 2 for a description of regulatory jurisdiction.

4.6 PRESENT AND PROPOSED USES OF ALL ADJACENT AREAS

Property within the vicinity of the Mitigation Areas is part of the COC. As discussed above, the Mitigation Areas are bordered by the existing Maintenance Building and parking lot, Communications Building, Firing Range, and the Emergency Operations Center parking lot. No land use changes are currently being proposed within the property surrounding the Mitigation Areas.

5.0 IMPLEMENTATION PLAN

5.1 RATIONALE FOR EXPECTING IMPLEMENTATION SUCCESS

The focus of this Mitigation Plan is to restore/enhance plant communities within the Mitigation Areas that existed prior to the disturbance of the area due to maintenance activities associated with the adjacent buildings and parking lots within the COC. Data gathered during a field survey of the Mitigation Areas was used to create the plant palette and planting plan. Therefore, plants, soils, hydrology, and drainage should be conducive to success. Extensive research has been conducted to identify similar successful projects to ensure proper methodology is used in site preparation, planting and maintenance. Appendix A contains photographs of the Mitigation Areas.

5.2 RESPONSIBLE PARTIES

The County is responsible for implementation, maintenance and monitoring of mitigation. See Page 1 for their address and telephone number.

5.3 SCHEDULE

The implementation schedule will be devised to maximize the potential for success. We cannot commit to a firm schedule until this Plan is approved by the Corps and CDFG, and detailed plans and specifications are developed. However, it is anticipated that the majority of planting will occur in fall 2009, to take full advantage of rainfall and to facilitate obtaining willow cuttings when donor plants are dormant.

5.4 SITE PREPARATION

5.4.1 Delineation of Work Areas

The boundaries of all work areas shall be clearly identified by using flags, stakes or orange nylon webbing prior to the initiation of restoration activities within any Mitigation Area. The use of heavy equipment and vehicles to remove non-native trees from Mitigation Area D shall be limited to the existing parking lot and defined staging areas. All workers and equipment

5.5 PLANTING PLAN

5.5.1 Planting Plan

The Mitigation Areas are comprised of four planting areas (Areas A, B, D, and E). Plant palettes have been developed based upon the composition of primary habitat types found within the project area, including riparian scrub and seasonal wetland habitat. The planting plan includes the use of seed, container stock, and cuttings/plugs. Containers provide immediate habitat and generally have a lower mortality than other plant materials. Cuttings/plugs will be used for those species that grow quickly from this method, such as willows and cattail.

5.5.2 Methods

Seeds. The seasonal wetland drainage (Areas D and E) will be restored with a seasonal wetland seed mix. Specifically, the drainage within Mitigation Areas D and E will be hydroseeded with a hydromulch mix consisting of native seed, wood fiber hydro-mulch, guar tack, and fertilizer (refer to the following Table 3). The approximate seeding rates (lbs./acre) of the individual species are listed in the following Table 2. In summary, the seasonal wetland seed mix will be distributed at a rate of 25 lbs/acre. The seasonal wetland seed-mix will consist of an assemblage of species currently found and/or have the potential to be present within seasonal wetland habitat areas of the central coast (refer to the following Table 2).

Native seed stock will be furnished by a qualified local distributor (i.e., S&S Seeds of Carpinteria, CA) and will be applied by the selected landscape contractor to the disturbed areas after weed eradication and soil preparation is complete. Application of the native seed mix shall be completed immediately following the onset of the rainy season in an effort to expedite germination. The intent of site restoration is to establish native vegetation within the respective drainage(s) to reduce stormflow velocity and provide wildlife habitat. The exact blends of seeds to be utilized within Mitigation Areas D and E are listed in the following Table 2.

Table 2. Seasonal Wetland Seed Mix

Seeding Rate (lbs./acre)	Scientific Name	Common Name
3	*Juncus effuses*	Common rush
2	*Carex praegracilis*	Clustered field sedge
2	*Carex barbarae*	Santa Barbara sedge
8	*Leymus triticoides*	Creeping wild-rye
10	*Elymus glaucus*	Blue wild-rye

Table 3. Hydromulch Mix for Seed Application

Material	Lbs./acre
Wood fiber hydro-mulch*	2500
Seed as above*	23
Guar tack*	50
Fertilizer*	100

*Hydromulch mix should be combined on-site with no more than one-half hour between seed addition and application.

Containers. Container stock plants will be planted along the upper banks of the riparian corridor in Mitigation Areas A and B and along the upper banks of the seasonal wetland drainage in Mitigation Areas D and E. A local nursery specialized in native plants, such as Las Pilitas Nursery located in Santa Margarita, CA, will be retained to provide container stock plant materials for the Mitigation Areas. To the extent feasible, all seed and/or cuttings used to grow container stock will be collected from the immediate vicinity of the project area. However, poor seed availability, delays from seasonal constraints, and/or viability may require obtaining seed for some species from commercial sources (i.e., S & S Seeds of Carpinteria or Mistletoe Seeds of Goleta).

Container stock will be planted in holes with a diameter approximately twice the root ball width, and placed in the hole with the root crown 1.5 inches above surrounding soil to prevent crown rot. All plants shall be planted in randomly spaced, naturally clumped patterns. The average planting densities shall meet the criteria specified in the following Table 4. Coarse organic mulch will be placed around all container plants. A cylindrical wire mesh cage will also be installed over each container plant to minimize loss to herbivores. Container stock will be inoculated with mycorrhizal fungi upon planting to promote growth.

Table 4. Upper Bank Container Stock Plant Palette (Riparian Scrub)

Common Name (*Scientific Name*)	Size of Containers (gallons)	Spacing of Plantings (feet)
Western sycamore (*Plantanus racemosa)*	1	20
*Blue elderberry (*Sambucus mexicana)*	1	10
*California blackberry (*Rubus ursinus)*	1	10

*Elderberry and California blackberry cuttings may also be utilized as substitution of unavailable container stock.

Cuttings. Willow and California blackberry cuttings (if available) will be obtained from nearby segments of Chorro Creek and the unnamed tributary to Chorro Creek. Specifically, four to five foot-long cuttings will be obtained between October and January and planted within 24 hours of cutting. Cuttings will consist of straight, vigorously growing stalks, between one-half and one-inch in diameter. All cuttings will be stored with the lower end immersed in water prior to planting. Along the edge of the stream channel and along the perimeter of the seasonal wetland drainage, cuttings will be planted in bundles of three to five, and planted on approximately four-foot centers. All other cuttings (i.e., California blackberry) will be planted in bundles of three, on approximately eight-foot centers along the upper banks of the stream channel and drainage. The lower end of cuttings maybe dipped in a rooting hormone (3-indole-butyric acid, or equivalent) to increase overall rooting success. All cuttings will be planted vertically in the holes, at a depth of three to four feet. Planting holes will be excavated using

hand tools, or an auger. Subsequent to planting the holes will be backfilled, lightly tamped and thoroughly watered to saturate the planting zone.

In addition, cattail plugs will be obtained from nearby roadside drainages within the project area and planted around the perimeter of the constructed overflow pond. Specifically, cattail plugs shall be obtained between October and January and shall be dug at a depth of approximately 6 inches. Plugs will be planted in moist soil within several hours of harvesting and the roots will remain moist or in water until planted. Plugs shall be split into units no smaller than three by three inches, with healthy rhizomes and tops. Weeds in the plugs should be removed by hand. Plugs will be planted at a depth of six to eight inches along the perimeter of the pond on approximately two-foot centers. Subsequent to planting, leaves and stems shall be clipped to six to ten inches to allow for greater root production and the area shall be thoroughly watered to saturate the planting zone.

5.5.3 Volunteer Native Regeneration

Natural regeneration/reproduction is expected to occur following removal of non-native vegetation and the associated seed bank. In addition, natural regeneration/reproduction will occur as plantings trap sediments and propagules brought downstream take root in moist sediments.

5.6 IRRIGATION PLAN

5.6.1 Methods

As discussed above, planting will occur in fall 2009 to take advantage of the winter rainy season, dormancy of foliage, and rooting period to ensure optimum survival. However, an irrigation system will also be installed and maintained for a period of at least two years from planting. The irrigation system will serve as the primary water source for the upper bank planting areas when natural moisture conditions are inadequate to ensure survival of plantings. The irrigation will be supplied by a drip-line system. The drip-line system will maximize the growth potential of the individual plantings and minimize the potential for weed infestation commonly associated with sprinkler system irrigation. The irrigation lines would be installed along the upper bank planting areas to all container plantings. The water supply would be provided via a water line from the adjacent COC buildings. The frequency, duration and volume of water applied would be determined by ambient temperature, groundwater levels and planting location relative to the stream channel. The water needs of each planting area would be determined by field visits conducted as part of the monitoring program. The intent of irrigation is to reduce mortality and increase the growth rate of plant materials during the first year following planting. After the second year of growth, irrigation would be terminated. Cuttings planted along the toe of the slope within the tributary channel and the wetland drainage will not require irrigation as they will be placed within saturated soil conditions.

5.7 AS-BUILT CONDITIONS

Following approval of this draft Plan by the Corps and CDFG, the Plan will be finalized for implementation. Following completion of planting (fall 2009), the County will inform the Corps and CDFG of any substantial deviations from the approved Plan.

6.0 MAINTENANCE DURING THE MONITORING PERIOD

6.1 ACTIVITIES

The following maintenance activities will be implemented as needed:

- General hand weeding;
- Application of an organic mulch around growing native shrubs;
- Selective herbicide (Rodeo, or equivalent) application (as deemed necessary); and,
- Irrigation system maintenance and adjustment.

Invasive non-native vegetation will be removed from the Mitigation Areas, at least twice annually during a 5-year period following planting. Several of the more dominant non-native species occurring in the project area such as greater periwinkle and tree tobacco may be selectively sprayed with a CDFG approved herbicide (i.e., Rodeo) and/or cut down using hand tools. Non-native plant material shall be stockpiled on visqueen and disposed of accordingly to remove the seed source from the site.

6.2 RESPONSIBLE PARTIES

The County will be responsible for ensuring implementation of maintenance within the Mitigation Areas, conducting monitoring, and preparing annual reports. See Page 1 for the name and address of responsible parties.

6.3 SCHEDULE

Maintenance will occur twice annually (as a minimum). However, the overall frequency of maintenance activities (i.e., weeding) will be adjusted as necessary to control weed infestation in the Mitigation Areas.

7.0 MONITORING PLAN

7.1 SUCCESS CRITERIA (FINAL AND INTERIM)

7.1.1 Percent Plant Cover

To comply with Corps and CDFG mitigation requirements, all plantings will attain 75 percent cover after three years and 90 percent cover after five years. If these cover

requirements have not been met, then replacement-planting shall be implemented to achieve these requirements. Prior to monitoring, a reference site shall be established for the seasonal wetland drainage areas (i.e., areas where seasonal wetland seed mix is applied). The reference location(s) shall be similar to the drainage in Mitigation Areas D and E with respect to target vegetation assemblages, elevation, slope, aspect, size, and soil type. The reference site will be monitored in the same manner as Mitigation Areas D and E (see Section 7.5). Data collected from the reference site will be utilized to establish the performance criteria for Mitigation Areas D and E. This will ensure that the performance criteria are appropriate and attainable, including under extreme drought conditions. As such, performance criteria for the seasonal wetland drainage in Mitigation Areas D and E may be modified annually based on data collected in the reference site. Photo documentation of the reference site will be made at the time of all baseline data collection.

7.1.2 Species Diversity

Dominant plant species within each planting area will be composed of greater than 50 percent native species within three years following planting, and 80 percent at the end of five years.

7.1.3 Invasive Plants

Greater periwinkle, fennel, tree tobacco and/or any other invasive species will be controlled within the Mitigation Areas for five years after planting to maximize the growth rate of native species. At no time will invasive species (e.g., greater periwinkle, tree tobacco, etc.) represent more than 5-10% of the mitigation areas by percent cover. The frequency of invasive species management procedures as outlined in Section 6.1 will be adjusted accordingly to maintain this performance criterion.

7.1.4 Evidence of Natural Reproduction

Natural reproduction of container plants and cuttings planted within the Mitigation Areas will be documented, and will be used as an indication of the success of the mitigation effort.

7.1.5 Percent Survival

To comply with Corps and CDFG mitigation requirements, all plantings will attain 80 percent survival the first year and 100 percent survival thereafter. These success criteria are applicable to both container plantings and all cuttings placed along the perimeter of the stream channel and seasonal wetland drainage.

7.2 TARGET FUNCTIONS AND VALUES

Functions and values of the Mitigation Areas are assumed to be restored upon compliance with the above success criteria.

7.3 TARGET HYDROLOGICAL REGIME

The current drainage swale in Mitigation Area D will be altered to include a perennial ponded habitat feature. Habitat creation will occur along the upper and lower slopes of the stream channel without modification. However, irrigation systems will be used in dry periods along the upper slope (i.e., summer through early fall) to enhance establishment of vegetation. The irrigation system will be disconnected and removed at the end of the second year after planting, unless Corps and CDFG agree that continued irrigation is needed to meet success criteria.

7.4 TARGET JURISDICTIONAL ACREAGE TO BE CREATED/ENHANCED

As indicated in Table 1, the combined riparian scrub and seasonal wetland habitat restored would total approximately 0.1-acre.

7.5 MONITORING METHODS

Monitoring activities will include establishment of photo-documentation stations in each Mitigation Area, survival surveys, botanical surveys, and line-intercept surveys. Photographs will be taken during each monitoring visit at established stations to document overall progress. As necessary, survival surveys will be conducted to determine percent mortality of each planted species in each planting area. Botanical surveys will also be conducted to document the increase in the number and proportion of native species over time. Lastly, line-intercept surveys will be conducted to determine the percent cover of planted species.

7.5.1 Methods

Color photographs will be taken at established, permanent monitoring stations in each planting area and downstream restoration sites. The compass direction, time, date, and location will be documented on data sheets.

Survival surveys will be conducted by counting the number of dead container plantings and cuttings. This task will also include an evaluation of the adequacy of irrigation, extent of weed infestation, herbivory losses and human impacts (trampling and vandalism). These surveys will be conducted in September to document increase in cover associated with spring and summer growth.

Botanical surveys will be conducted by identifying each plant species in each Mitigation Area and preparing a list of native and non-native species found. The intent is to document the success of native plants in excluding non-native plants and periodic weeding.

Line transects will be established across each Mitigation Area. Plant species identity and length of intercept will be determined for the entire transect. The development of a native plant community and eradication of non-native plant species will be documented by the percent cover and percent native species in the planting area as it changes over time and approaches that of undisturbed adjacent vegetation. Transect data will be collected at the time of the survival surveys.

7.5.2 Personnel

The County will issue a separate long-term contract to a qualified firm or agency, such to conduct monitoring. Qualified biologists and/or technicians supervised by qualified biologists will be used to conduct all monitoring activities. Personnel turnover for this project will be minimized to ensure continuity of activities and methodology is maintained.

7.6 ANNUAL REPORTS

7.6.1 Number of Reports

Annual reports will be prepared each year for a period of five years after planting.

7.6.2 Contents

The annual report will include the following (as a minimum):

- Names and qualifications of all monitoring personnel and report preparers;
- Copy of the Corps permit and CDFG Streambed Alteration Agreement;
- Copy of landscape plans and specifications;
- All reporting forms and photographs;
- Discussion of monitoring methods and dates activities were completed;
- Comparison of collected data to the success criteria;
- Discussion of problems encountered and probable reasons success criteria were or were not attained;
- Discussion of human impacts to planting areas;
- Discussion of all activities conducted to remediate planting areas which failed to meet the success criteria;
- Recommendations to modify the success criteria based on past performance;
- Recommendations to minimize future mortality, excessive weeds, herbivory losses, slow growth and human impacts; and,
- Discussion of storm-related damage (if any), activities conducted to repair damage and recommendations to minimize future damage.

7.7 SCHEDULE

The annual report will be submitted following the first growing season after planting (2009) and continue through 2014. The annual report will be submitted by December 31 of each year.

7.8 SECURITY

The Mitigation Areas are located on County property within the COC. The COC security personnel are present on the property and monitor activity throughout the premises. Further,

the split-rail fence along the perimeter of each of the Mitigation Areas will minimize the potential for impacts from COC employees or activities associated with nearby buildings and parking lots.

8.0 CONTINGENCY MEASURES

8.1 INITIATING PROCEDURES

The Corps and CDFG may require additional mitigation if the final success criteria are not met. Based on the comparisons of monitored data with success criteria provided in annual reports, a qualified biologist or restoration specialist will recommend remedial actions to ensure final success criteria are met. If deemed reasonable and feasible by the County, these remedial actions will be submitted to the Corps and CDFG for approval. Upon approval, these remedial measures will be fully implemented and documented in the annual report. However, remedial action in response to a massive loss of plants due to natural events including flood and drought will be limited to the removal of invasive, non-native plants for the remainder of the monitoring period.

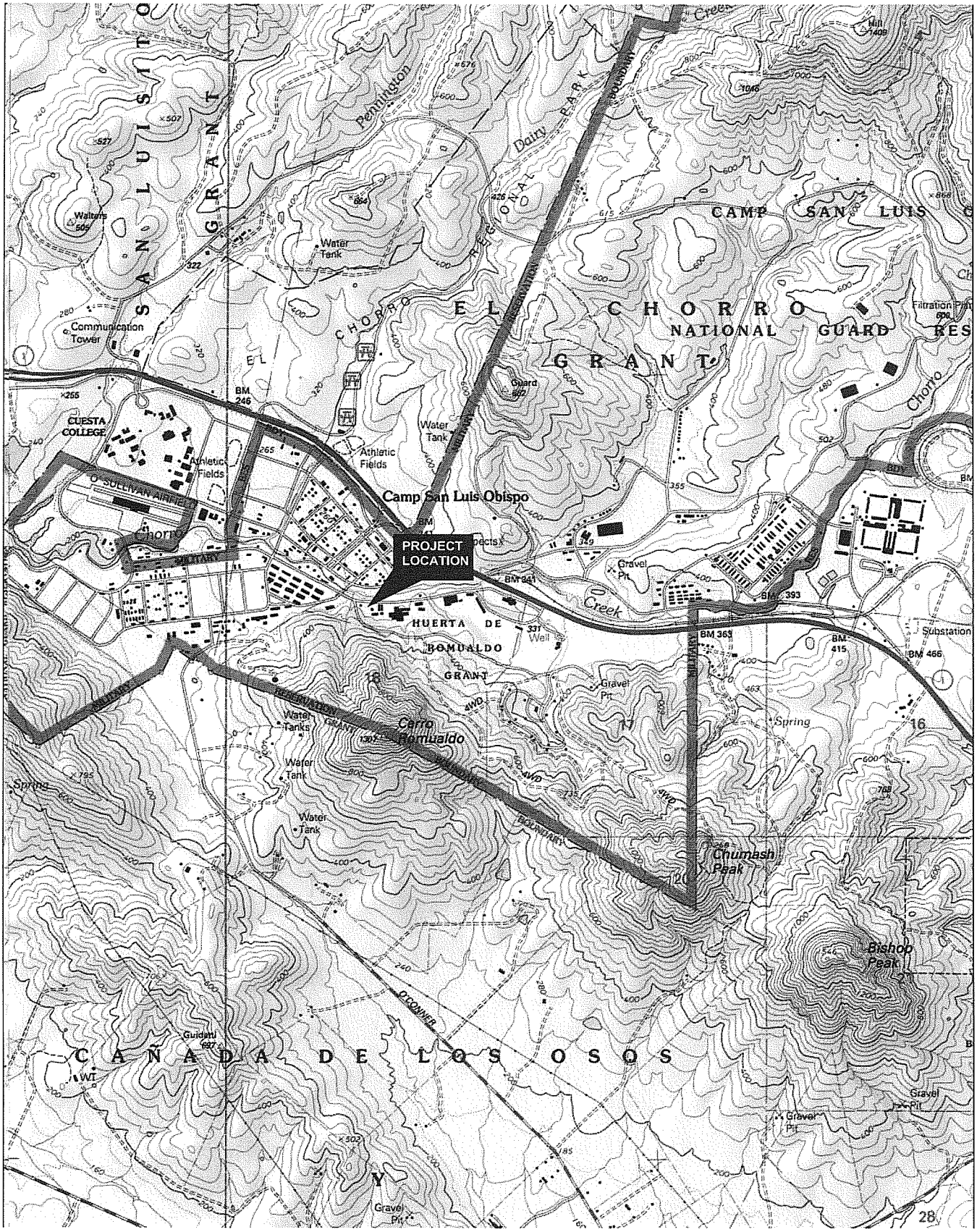
8.2 ALTERNATIVE LOCATIONS

The County does not control any other sites suitable for riparian and seasonal wetland habitat restoration at this time.

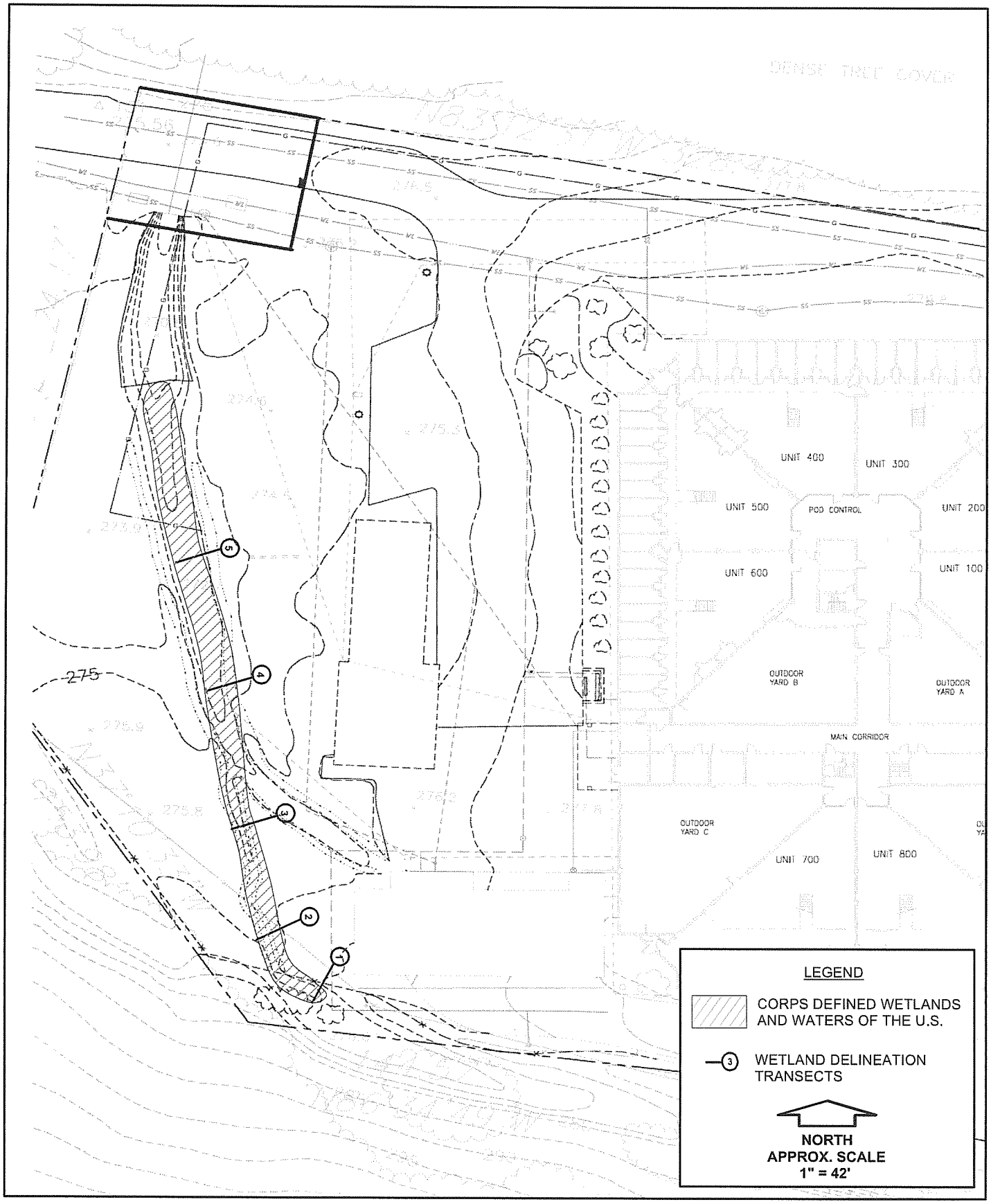
8.3 FUNDING MECHANISM

The County will provide additional funding should contingency measures be required.

FIGURES



SITE LOCATION MAP
FIGURE 1



Source: County of San Luis Obispo

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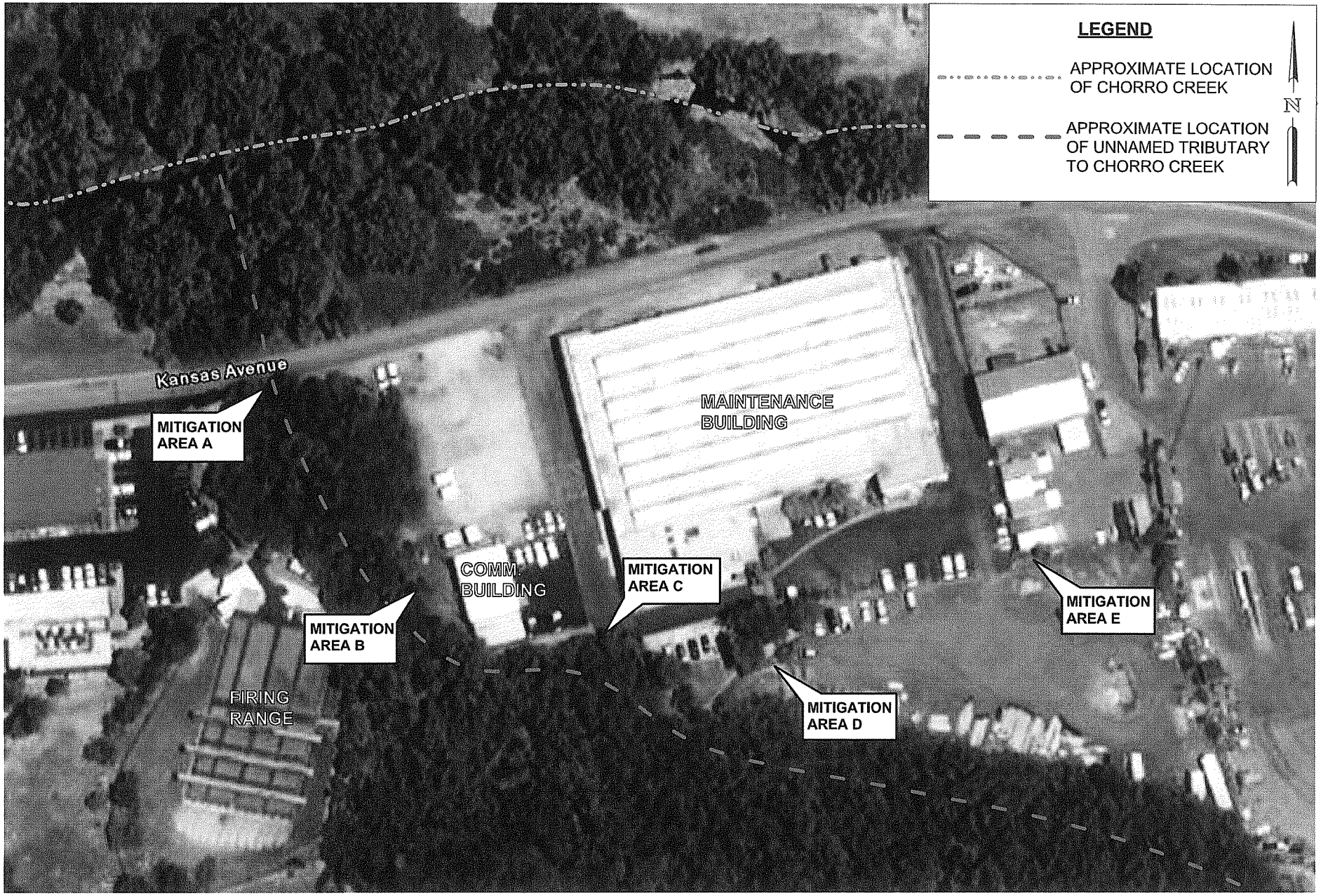
LIMITS OF JURISDICTIONAL WATERS

FIGURE 2



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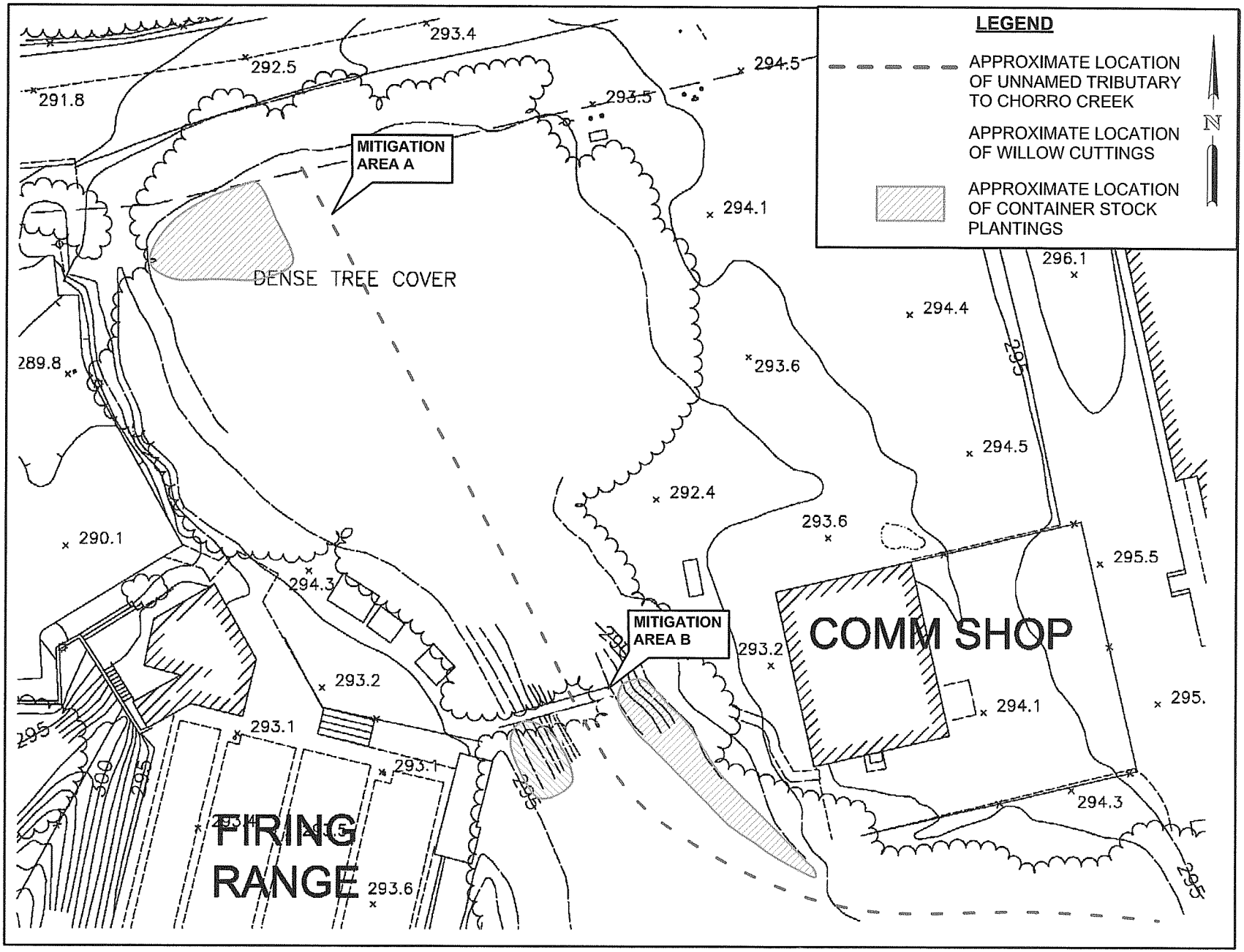
MITIGATION AREAS

FIGURE 3



PLANTING PLAN - MITIGATION AREAS A & B

FIGURE 4

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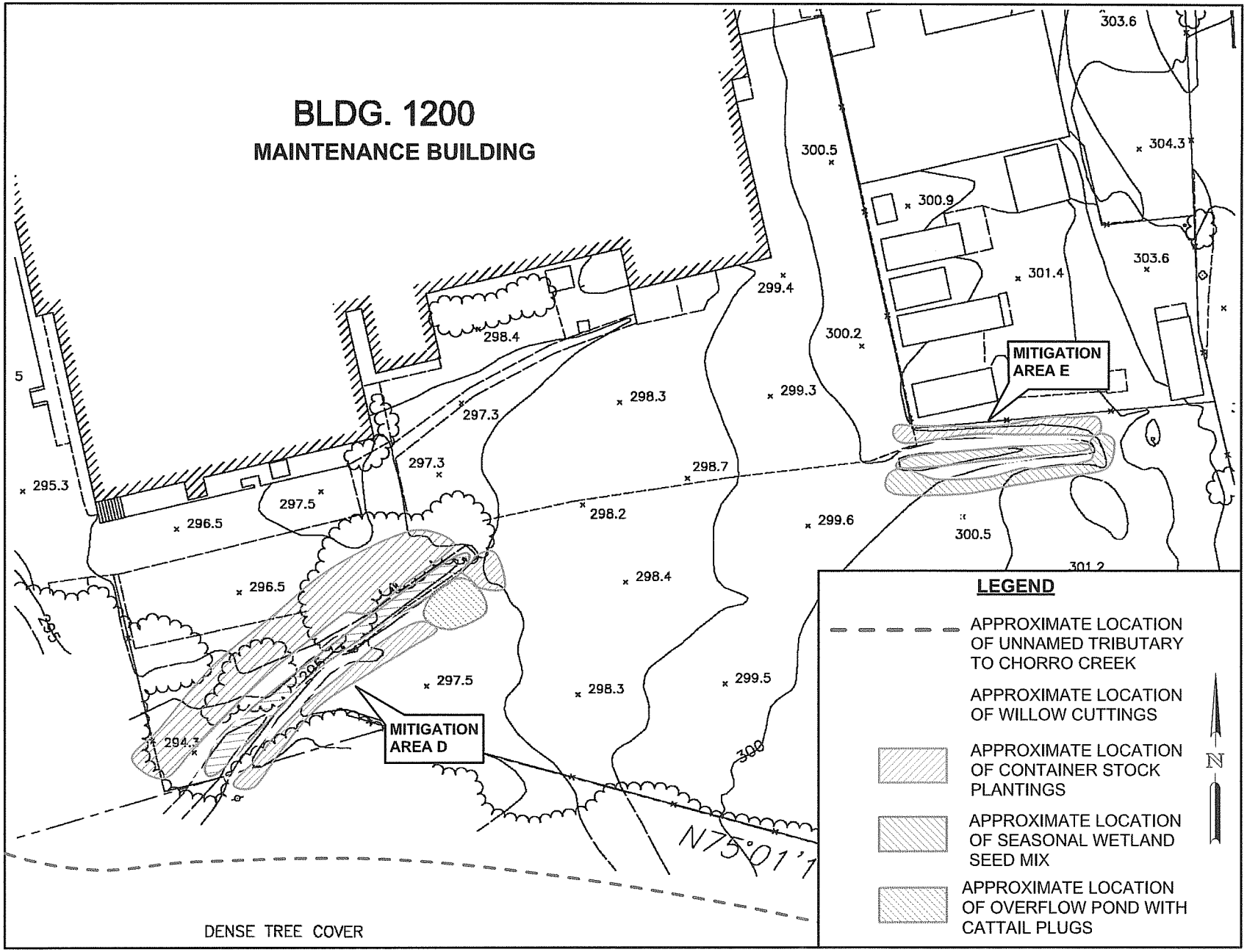

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PLANTING PLAN - MITIGATION AREAS D & E

FIGURE 5

APPENDIX A

SITE PHOTOGRAPHS

Photo 1: View of Mitigation Area A dominated by greater periwinkle (Aspect: East).

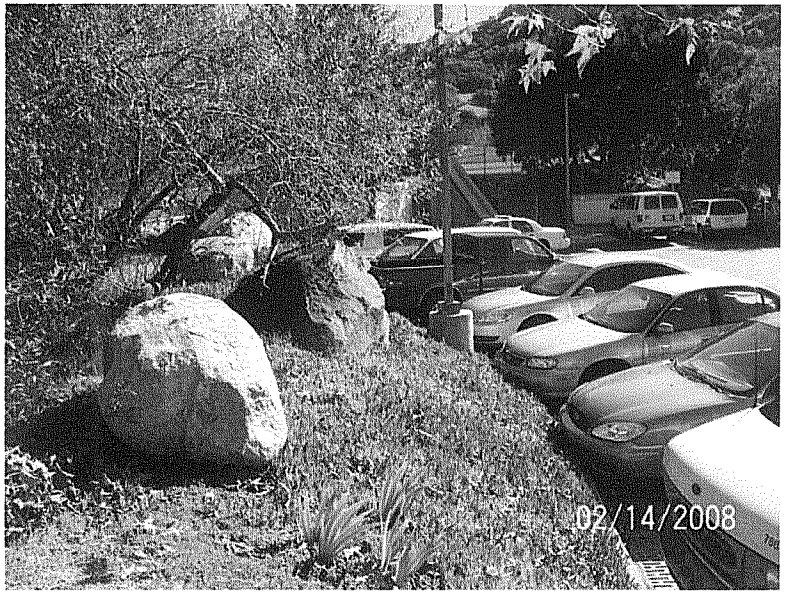

Photo 2: View of marigold fig planted along adjacent to Mitigation Area A along the Emergency Operations Center parking lot (Aspect: South).

Photo 3: View of areas to be restored along the unnamed tributary in Mitigation Area B (Aspect: East).

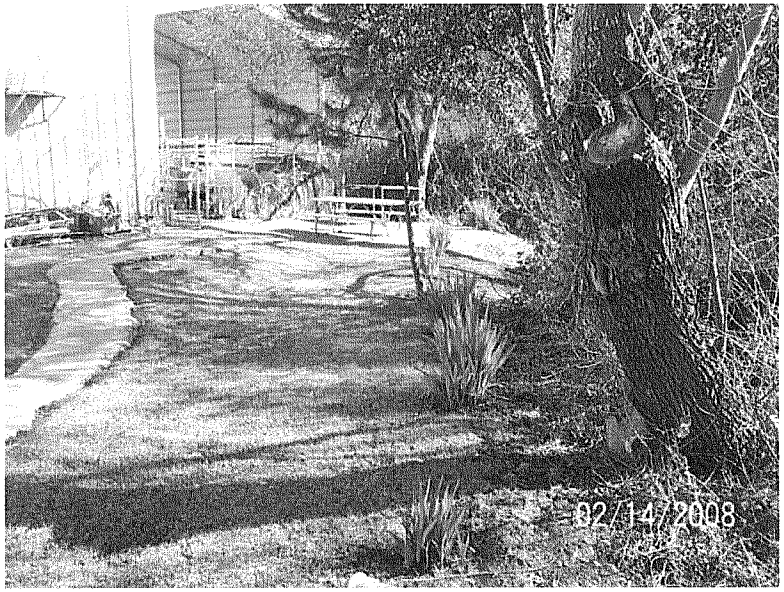

Photo 4: View of employee picnic area and non-native plantings in Mitigation Area B (Aspect: Southeast).

SITE PHOTOGRAPHS

PLATE 1

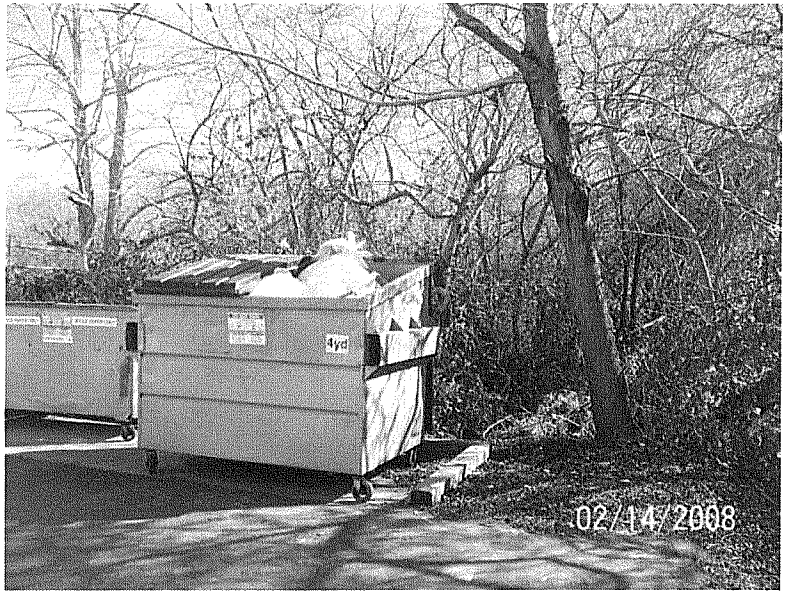

Photo 5: View of trash dumpster and discarded trailer in background in Mitigation Area C (Aspect: South).

Photo 6: View of seasonal wetand drainage and non-native trees in Mitigation Area D (Aspect: Northeast).

Photo 7: View of seasonal wetland drainage and non-native trees in Mitigation Area D (Aspect: Southwest).

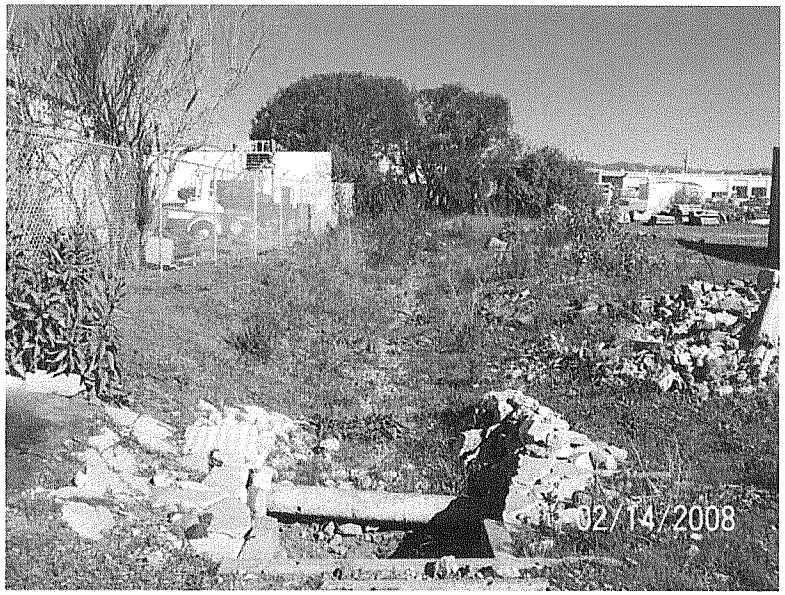

Photo 8: View of seasonal wetland drainage in Mitigation Area E (Aspect: East).

SITE PHOTOGRAPHS

PLATE 2