

# Exhibit B

## Habitat Mitigation and Monitoring Plan

### Blue Lakes Safety Project

LAKE COUNTY, CALIFORNIA  
DISTRICT 1 – LAK – 20 (PM 2.0 to 2.8)  
EA: 01-0H840/EFIS: 0118000117  
NOTIFICATION NO. LAK-17734-R2

### Lake 20 Shoulders Project

LAKE COUNTY, CALIFORNIA  
DISTRICT 1 – LAK – 20 (PM 5.1 to 5.8)  
EA: 01-0G330/EFIS: 0116000170  
NOTIFICATION NO. 1600-2020-0055-R2



Prepared by the  
State of California, Department of Transportation



March 2023

# Habitat Mitigation and Monitoring Plan

## Blue Lakes Safety Project

LAKE COUNTY, CALIFORNIA  
DISTRICT 1 – LAK – 20 (PM 2.0 to 2.8)  
EA: 01-0H840/EFIS: 0118000117  
NOTIFICATION NO. LAK-17734-R2

## Lake 20 Shoulders Project

LAKE COUNTY, CALIFORNIA  
DISTRICT 1 – LAK – 20 (PM 5.1 to 5.8)  
EA: 01-0G330/EFIS: 0116000170  
NOTIFICATION NO. 1600-2020-0055-R2

March 2023

STATE OF CALIFORNIA  
Department of Transportation

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## **Introduction**

The California Department of Transportation (Caltrans) has prepared this Habitat Mitigation and Monitoring Plan (Plan) to satisfy the compensatory measures outlined in the California Department of Fish and Wildlife (CDFW) Final Lake and Streambed Alteration Agreement (Agreement) for the Blue Lakes Safety Project (EA: 01-0H840) (Notification No. LAK-17734-R2) and the Lake 20 Shoulders Project (EA: 01-0G330) (Notification No. 1600-2020-0055-R2).

The Blue Lakes Safety Project will permanently impact 0.011 acre of bed, bank and channel habitat, and 0.11 acre of riparian habitat. As outlined in the CDFW Agreement, a total of 0.36 acre of mitigation is required to offset these impacts.

The Lake 20 Shoulders Project will permanently impact 0.207 acre of bed, bank and channel habitat, and 0.445 acre of riparian habitat. As outlined in the CDFW Agreement, a total of 1.956 acres of mitigation is required to offset these impacts.

The goal of this Plan is to identify a mitigation strategy that offsets a combined 2.32 acres of permanent impact to bed, bank, channel and riparian habitat, and to ensure the compensatory mitigation requirements for the Blue Lakes Safety Project and the Lake 20 Shoulders Project are fulfilled.

## **Applicant and Contacts**

Caltrans is the applicant and agency responsible for the compensatory mitigation requirements outlined in the Agreements referenced above as well as the agency with financial responsibility for this Plan. The Lake County Water Resources Department is the partner with responsibility for completion of mitigation activities. Applicable individual contact information is provided below (Table 1: Mitigation Contact Information).

**Table 1: Mitigation Contact Information**

<b>Caltrans</b>	<b>Lake County Water Resources Department</b>
Hannah Clark Mitigation Specialist 703 B Street Marysville, CA 95901 Email: <a href="mailto:Hannah.Clark@dot.ca.gov">Hannah.Clark@dot.ca.gov</a> Phone: (530) 812-4181	Angela DePalma-Dow Invasive Species Program Coordinator 255 N. Forbes Street Lakeport, CA 95453 Email: <a href="mailto:Angela.DePalma-Dow@lakecountyca.gov">Angela.DePalma-Dow@lakecountyca.gov</a> Phone: (707) 263-2344

### **Compensatory Mitigation Proposal**

This Plan proposes to mitigate for 2.32 acres of permanent impact to bed, bank, channel, and riparian habitat offsite through contribution of funds to the Clover Creek Hitch Habitat Restoration Project. This project is described in greater detail below and is expected to benefit Clear Lake hitch (*Lavinia exilicauda chi*) (hitch) as well as provide ecological uplift in relation to the impacts occurring at the Blue Lakes Safety Project and Lake 20 Shoulders Project. Adequate funding is available to ensure project success. The Blue Lakes Safety Project has approximately \$45,000.00 for mitigation and the Lake 20 Shoulders Project has approximately \$249,000.00 for mitigation. To fund this project, Caltrans would prepare a stand-alone mitigation cooperative agreement (Attachment A: Draft Cooperative Agreement) with Lake County Water Resources Department. A copy of the executed mitigation cooperative agreement would be provided to CDFW to document that mitigation is in process and/or has been funded.

### ***Clover Creek Hitch Habitat Restoration Project***

#### **Project Location and Ownership Information**

The Clover Creek Hitch Habitat Restoration Project is located approximately 1.26 miles north of the community of Upper Lake in Lake County, California. The project is in the Upper Lake 7.5-minute United States Geological Survey (USGS) topographic quadrangle at a latitude of 39.176077 and longitude of -122.907599. The project is situated in the Upper Cache subbasin (HUC 18020116) and Middle Creek watershed (HUC 1802011602). The legal description of the project location is Sec. 6, T.15N, R.9W, MDB&M. A project location map is provided in Appendix B.

The Clover Creek Hitch Habitat Restoration Project is located on private property and property owned by the Habematolel Pomo of Upper Lake. Restoration work would occur within the Lake County Water Resources Department existing easement which allows

for activities such as levee repair and maintenance, excavation and removal of material, and tree and vegetation control.

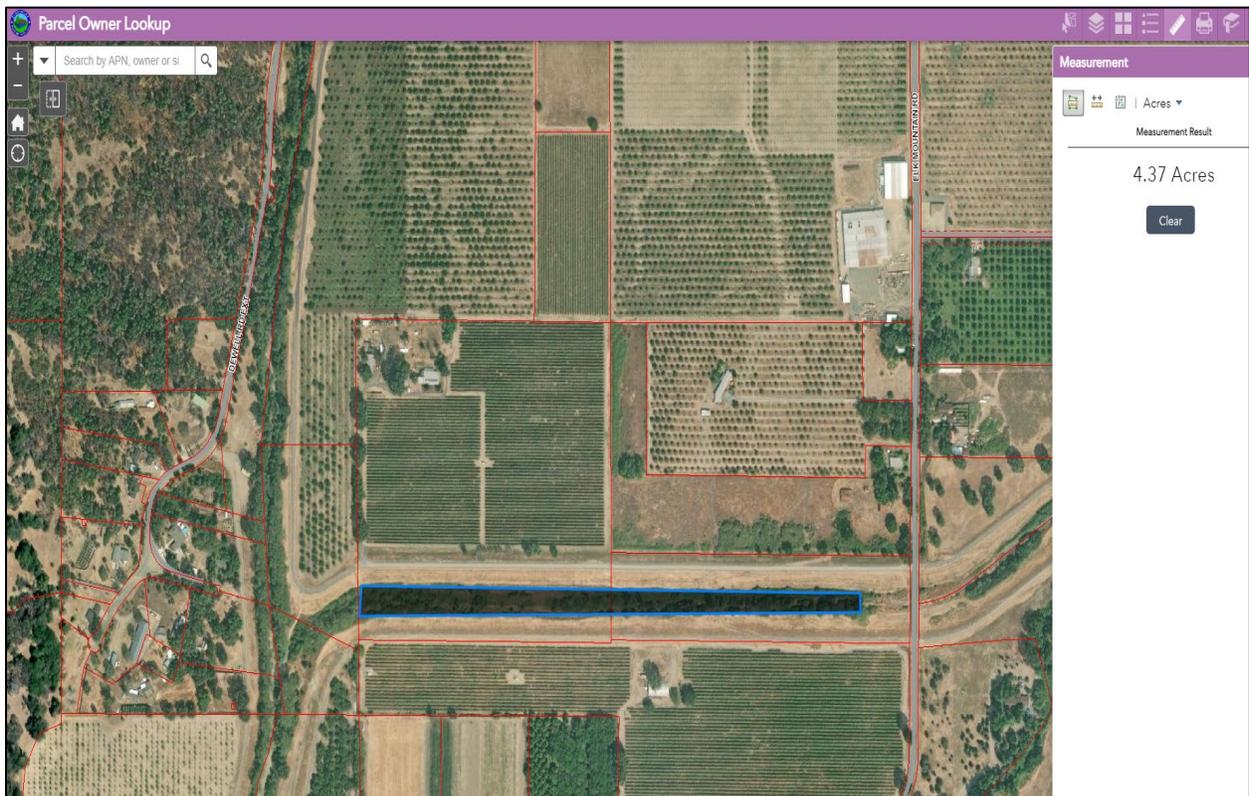
Project Description

The Clover Creek Hitch Habitat Restoration Project would include the following activities:

- Removal of excess sediment which has raised channel elevations, caused flooding, and reduced native species habitat.
- Removal of invasive plant species such as blackberry (*Rubus* spp.) and poison hemlock (*Conium maculatum*).
- Replanting of native plant species such as willows (*Salix* spp.) to stabilize banks.

Figure 1 and Table 2 below outline approximate location and acreage of proposed work.

**Figure 1: Clover Creek Location**



**Table 2: Clover Creek Activities and Approximate Acreage**

<b>Activity Type</b>	<b>Approximate Acreage</b>
Sediment Removal and Channel Habitat Enhancement	0.7
Invasive Species Removal and Maintenance	2.2*
Native Species Plantings, Seeding and Maintenance	2.0*
<b>Total Restoration Acreage</b>	<b>2.9</b>

*\*Note: In general, invasive species removal and maintenance, and native plant plantings, seeding and maintenance overlap and would occur over the same area at project site.*

### Existing Conditions

The elevation of Clover Creek is approximately 1,351 feet above mean sea level. Average annual precipitation is approximately 34.09 inches. Average annual high temperature is approximately 72.8 degrees Fahrenheit, and the average annual low temperature is approximately 41 degrees Fahrenheit.

Clover Creek, a perennial feature, is bound by levees on the north and south. The creek channel is approximately 25-feet wide, and the floodplain is approximately 75 to 100 feet wide. Clover Creek flows into Middle Creek, which flows through Rodman Slough into Clear Lake.

Dominant overstory vegetation within the Clover Creek riparian corridor and associated floodplain is comprised primarily of cottonwood (*Populus fremontii*), willow (*Salix* sp.) and California bay (*Umbellularia californica*), while Himalayan blackberry (*Rubus armeniacus*), poison hemlock (*Conium maculatum*), wild teasel (*Dipsacus fullonum*), Harding grass (*Phalaris aquatica*), vetch (*Vicia* sp.), wild oats (*Avena fatua*), mustard (*Brassica* sp.), California poppy (*Eschscholzia californica*), and California mugwort (*Artemisia douglasiana*) were identified in the understory. Valley oaks (*Quercus lobata*) are also present. Photographs 1 through 5 below illustrate representative site conditions.



***Photograph 1: Looking west at Clover Creek and floodplain from bridge on Elk Mountain Road. In this section, vegetation along stream bank is primarily willow, with poison hemlock scattered/interspersed.***



**Photograph 2: Looking southwest at built-up sediment in Clover Creek channel.**



**Photograph 3: Looking west from northern levee access road. Floodplain is approximately 75 to 100 feet wide and vegetation in floodplain is between 3 to 4 feet high.**



***Photograph 4: Looking south at Clover Creek and floodplain. Himalayan blackberry in riparian corridor is approximately 10 feet tall.***



***Photograph 5: Looking northwest from southern levee access road. Site protection in the form of locked gates and fencing is present at both northern and southern levee access locations.***

### Implementation Schedule

Project implementation would be split into several components. The first phase would include removal of invasive vegetation. The second phase would continue removal of invasive vegetation, start sediment removal, and maintenance of invasive vegetation. The third phase would include native species planting and maintenance of invasive vegetation. The last phase would be maintenance of planted native species and maintenance of invasive vegetation. Estimated project timeline would be 2023 to 2029. Please note that the implementation schedule is subject to change based on timing of funding, and that certain tasks may be conducted concurrently or in a slightly different order (e.g., sediment removal first).

### Lead Agency, Environmental Compliance, and Partners

The Lake County Water Resources Department would be the lead agency responsible for successful implementation of the proposed project, including but not limited to, design, environmental compliance (i.e., California Environmental Quality Act), permitting (e.g., 1600, 404, 401), planting, irrigation, maintenance, monitoring, and reporting. Sub-contracting partnerships may be provided by local groups such as Tribal EcoRestoration Alliance (TERA), Robinson Rancheria, Habematolel Pomo of Upper Lake, and/or County of Lake Department of Public Works. Tribal partners may also provide consultation on native plant species lists, local sourcing options, planting, and maintenance, and would provide cultural oversight during sediment removal operations. Caltrans would maintain responsibility for general project oversight, accuracy of monitoring reports, CDFW reporting requirements, and ensuring success as described below.

### Plant Material/Planting List

All seeds or container plants would be regionally appropriate California native species generated from materials collected from the vicinity of the project or similar elevation and habitat conditions. Table 3 below outlines species and approximate quantities that would be planted. A preliminary tree and shrub planting map is provided in Appendix C.

**Table 3: Clover Creek Preliminary Plant List and Approximate Quantities**

Common Name	Scientific Name	Approximate Quantity
<b>Trees &amp; Shrubs</b>		
Box elder	<i>Acer negundo</i>	13
Sandbar willow	<i>Salix exigua var. hindsiana</i>	4
California bay	<i>Umbellularia californica</i>	3
Coyote brush	<i>Baccharis pilularis</i>	7
Mule fat	<i>Baccharis salicifolia</i>	7
Buttonbush	<i>Cephalanthus occidentalis</i>	7
Western redbud	<i>Cercis occidentalis</i>	7
Toyon	<i>Heteromeles arbutifolia</i>	7
<b>Total</b>		<b>55</b>
<b>Herbaceous</b>		
Dog bane	<i>Apocynum androsaemifolium</i>	8
Indian hemp	<i>Apocynum cannabinum</i>	6
Milkweed	<i>Asclepias spp.</i>	10
Valley sedge	<i>Carex barbarae</i>	10
Dense sedge	<i>Carex densa</i>	10
Field sedge	<i>Carex praegracilis</i>	10
Douglas Iris	<i>Iris douglasiana</i>	10
Common rush	<i>Juncus patens</i>	10
Tule	<i>Schoenoplectus acutus</i>	10
California bulrush	<i>Schoenoplectus californicus</i>	10
Blue wildrye	<i>Elymus glaucus</i>	6
Creeping wildrye	<i>Elymus triticoides</i>	6
<b>Total</b>		<b>106</b>

*\*Note: The Lake County Water Resources Department is currently working with tribal partners on a list of available local seeds; therefore, the table above does not include seeding.*

### Tree and Shrub Planting Methods

Tree and shrub planting would occur when plants are dormant (typically fall/winter), to the extent feasible. Container plantings would be spaced approximately 10 and 20 feet apart dependent on species. The exact position of trees and shrubs would be adjusted in the field to find areas with the best possible conditions (e.g., soil and moisture) for long-term survival.

All trees and shrubs would be planted inside approximately 4-foot-wide by 4-foot-wide planting pads scraped to bare ground and covered with mulch to prevent planting from becoming overgrown, remove plant cover used by voles, and help retain soil moisture. Depending on soil conditions, planting holes would be amended with compost. Tree shelter tubes would be installed, and plant protection (e.g., cages) may be used if herbivory is anticipated or observed. If plant protection is required, it would be installed on native trees and shrubs at time of planting and remain in place for 5-years or until

success criteria have been met. Plant protection would be large enough to accommodate 5 years of growth.

### Willow Staking Methods

Willows (*Salix sp.*) may be established from cuttings (i.e., stakes) taken from within the project area or general vicinity. Willow stakes would be a minimum of approximately 36 inches long, 1 inch or greater in diameter and be healthy specimens free of cracks, insect holes and other forms of damage. Willow stakes would only be harvested from approximately 50 percent of the willow bushes in the area, and no more than approximately 30 percent of an individual willow bush would be harvested.

Willow stakes would be established at the regular watermark line adjacent to waterways at a minimum spacing of approximately 5 feet. Depending on the slope of the bank, willows may be in a single row or multiple rows with steep slopes having a single row and gradual slopes having multiple rows. Willow stakes would be pounded in the ground to a depth of approximately 2/3 their total cut length to ensure that base of the stake reaches soil with sufficient moisture and that stakes would not be washed away by flooding.

### Watering/Irrigation Plan

The watering schedule would depend on plant types (i.e., cuttings or containers) and the timing of planting. In general, plants would be watered at time of planting and would receive supplemental watering once every 2 to 3 weeks over the period of May 1 to October 30. The watering schedule would be determined based on natural precipitation, temperature, and site monitoring. The goal would be to provide water necessary to successfully establish deep rooted plants, that are quickly able to survive on their own, rather than surface rooted plants that rely on regular watering. On average, each plant would receive 3 to 4 gallons of water per watering depending on size at time of planting. The last two years of the monitoring period would not have supplemental watering.

### Maintenance Activities

Maintenance activities would be conducted at planted areas for a period of five years. Potential maintenance would include activities such as reseeding, replacement plantings, fertilizing/mulching areas to improve plant growth, and weeding. Weeding would be completed via hand, mechanical and/or chemical methods prior to and during the monitoring period to help installed and native volunteer and resprouting plants successfully establish. Weeding efforts would focus on species rated as "High" by the

California Invasive Plant Council (CAL-IPC), to the extent feasible. Within planted areas, weeds would be controlled, and Caltrans would make the best effort to keep weeds from the project area.

Site inspections would be conducted after planting and then annually for the duration of the 5-year monitoring period (see maintenance monitoring below). Site reviews would be used to identify the need for specific maintenance actions and adaptive management strategies.

#### Maintenance Monitoring

Planted areas would be visually inspected at least twice over the first fall after planting and three times over the first summer to verify plant establishment, growth, watering or maintenance needs, or to ensure no problems have occurred. If no problems result, one inspection per year over the second and third year would be performed to ensure success. If problems are identified, additional inspections would be added to address issues and ensure remediation. Permanent photo points would be set up to document the mitigation effort.

#### Success Monitoring

Success monitoring would be performed twice per year for a period of five years, starting in the spring following initial planting. Herbaceous cover would typically be monitored in spring when cover is highest, while trees and shrubs would typically be monitored in summer/fall after they have endured summer heat. Qualitative monitoring would be performed, and photos taken at established photo points to document planting success and vegetative growth. Installed, volunteer, and resprouting native woody riparian plants that are alive during monitoring would be counted by species and incorporated in the overall success of the project. Establishment of volunteer and resprouting native species would be included in the total plant count since these plants indicate revegetation is successfully occurring and the site is self-sustaining. Successful plant health would be measured by evidence of new foliage, budding or other evidence of reproduction, lack of insect damage, and continued plant survival when watering is reduced.

#### Monitoring Reports

Results from monitoring years one through five would be documented and sent/submitted to CDFW. The first monitoring report would be due one year after the completion of the initial mitigation implementation by January 31<sup>st</sup>. The report would

assess progress to date, recommended remedial actions, and progress towards final success criteria.

### Success Criteria

Success criteria shall represent overarching mitigation success for both the Blue Lakes Safety Project (EA: 01-0H840) (Notification No. LAK-17734-R2) and the Lake 20 Shoulders Project (EA: 01-0G330) (Notification No. 1600-2020-0055-R2). Success criteria would be achieved if, at the end of Year 5, the following conditions have been met:

1. A minimum of 41 trees or shrubs (approximately 75 percent of initial tree/shrub plantings) survive annually.
2. Continued annual increases in tree and shrub height are documented with measurements and photographs taken at designated photo points.
3. Continued annual increases in percent cover are documented with photographs and qualitative observations, and there is at least 50 percent cover by year 5.
4. Estimated percent cover of terrestrial invasive weed species rated “High” by the California Invasive Plant Council (CAL-IPC), excluding non-native grasses, is documented with photographs and estimated percent cover at 20 percent or less.

### Contingency Measures, Adaptive Management and Remedial Actions

If success criteria are not met for all or any portion of the mitigation plantings, additional effort would be implemented to ensure success. The reason for not meeting success criteria would be evaluated and corrected. If significant measures are needed, the planting strategy would be reevaluated, including a reevaluation of soil conditions, hydrology, site preparation, planting techniques and materials. Remedial actions could include replanting, reseeding, weed control, plant protection and/or soil amendments to improve planting success. If success criteria are not on trajectory to be met as identified through annual monitoring reports, Caltrans would coordinate with CDFW as soon as practicable regarding additional remediation action.

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## **Appendix A: Draft Cooperative Agreement**

## COOPERATIVE AGREEMENT

This AGREEMENT, ENTERED INTO EFFECTIVE on \_\_\_\_\_, 2023, is between the STATE OF CALIFORNIA, acting by and through its Department of Transportation, referred to herein as “CALTRANS,” and the

### LAKE COUNTY WATER RESOURCES DEPARTMENT.

#### RECITALS

1. CALTRANS and LAKE COUNTY WATER RESOURCES DEPARTMENT, herein referred to as “PARTIES,” pursuant to Streets and Highways Code sections 114 and 130, are authorized to enter into this Agreement.
2. CALTRANS is implementing the Blue Lakes Safety Project (EA: 01-0H840) on State Route 20 (SR 20) in Lake County and the Lake 20 Shoulder Widening Project (EA: 01-0G330) on SR 20 in Lake County, referred to herein as “PROJECTS.”
3. Pursuant to California Fish and Game Code section 1600 et. seq., the California Department of Fish and Wildlife (CDFW), issued CALTRANS Streambed Alteration Agreements (LAK-17734-R2, dated DECEMBER 13, 2021; and 1600-2020-0055-R2, dated JUNE 9, 2020) for PROJECTS, referred to herein as “1602.” Copies of the 1602 is attached hereto as Exhibit A and made a part of this agreement.
4. CALTRANS desires to enter into this Agreement with LAKE COUNTY WATER RESOURCES DEPARTMENT in order to satisfy Condition 3.1.1 of LAK-17734-R2 and 3.3 of 1600-2020-0055-R2 of 1602, referred to herein collectively as “MITIGATION REQUIREMENTS.” To satisfy MITIGATION REQUIREMENTS, CALTRANS will partially fund the LAKE COUNTY WATER RESOURCES DEPARTMENT’s construction of the CLOVER CREEK HITCH HABITAT RESTORATION PROJECT, as described in the Habitat Mitigation and Monitoring Plan dated February, ..., 2023 attached hereto as Exhibit B and made part of this Agreement.
5. LAKE COUNTY WATER RESOURCES DEPARTMENT desires to assist CALTRANS in satisfying MITIGATION REQUIREMENTS by implementing the CLOVER CREEK HITCH HABITAT RESTORATION PROJECT, referred to herein as “MITIGATION PROJECT,” and more particularly described in Exhibit LETTER, attached hereto and made a part of this Agreement and referred to herein as “SCOPE OF WORK.”

6. CALTRANS has written concurrence from CDFW that the construction of MITIGATION PROJECT will fully satisfy MITIGATION REQUIREMENTS. A copy of this written concurrence is attached hereto as Exhibit C and made part of this agreement.
7. CALTRANS has determined that the estimated cost of satisfying MITIGATION PROJECT is \$246,491.54 described in Exhibit D, attached hereto and made a part of this Agreement.
8. PARTIES now define herein below the terms and conditions under which this Agreement will be implemented.

## SECTION I

### LAKE COUNTY WATER RESOURCES DEPARTMENT AGREES:

1. All work performed by LAKE COUNTY WATER RESOURCES DEPARTMENT, or performed on LAKE COUNTY WATER RESOURCES DEPARTMENT's behalf, shall be performed in accordance with all state and federal laws, regulations, policies, procedures, and standards.
2. To obtain any and all necessary property rights and/or rights of entry required prior to the implementation of MITIGATION PROJECT and for full compliance with any terms and conditions thereof. Said rights of entry shall also include rights for CALTRANS personnel.
3. To obtain any and all environmental approvals and/or resource agency agreements, permits, and/or approvals required prior to implementation of MITIGATION PROJECT and to fully comply with any terms and conditions thereof.
4. To submit draft monitoring reports to CALTRANS for five (5)<sup>1</sup> years (with monitoring anticipated to begin in the year 2024 and end five (5) years later, currently anticipated to be year 2029) by DATE of each year. Said reports shall contain all of the information described in Exhibit LETTER,<sup>2</sup> attached hereto and made a part of this Agreement.
5. To address CALTRANS' comments on the draft monitoring report and thereafter submit a final draft monitoring report to CALTRANS by DATE for five (5) years (with monitoring anticipated to begin in the year 2024 and end five (5) years later, currently anticipated to be year 2029) for CALTRANS' review and approval, if appropriate.
6. If at any time during the five (5) year monitoring period (with monitoring anticipated to begin in the year 2024 and end five (5) years later currently anticipated to be year 2029) it is determined by CALTRANS that progress towards the success criteria, as described in Exhibit LETTER is not being achieved then LAKE COUNTY WATER RESOURCES

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<sup>1</sup> Change the number of years required for monitoring as necessary.

<sup>2</sup> This would be the Scope of Work.

**DEPARTMENT** shall implement any remedial or adaptive management measures necessary to meet the success criteria.

7. To use one hundred percent (100%) of CALTRANS' funds provided pursuant to this Agreement, in order to satisfy **LAKE COUNTY WATER RESOURCES DEPARTMENT**'s obligation and responsibilities set forth in this Agreement.
8. To submit an initial invoice in the amount of **\$29,459.40** to CALTRANS within thirty (30) days of execution of this Agreement and prior to commencement of any work performed by **LAKE COUNTY WATER RESOURCES DEPARTMENT**. Said initial billing represents two months estimated costs of MITIGATION PROJECT development.

Thereafter, to prepare and submit to CALTRANS monthly billing statements for estimated expenditures one month in advance as development of MITIGATION PROJECT proceeds.

9. Upon completion of MITIGATION PROJECT and all work incidental thereto, to furnish CALTRANS with a detailed statement of MITIGATION PROJECT costs to be borne by CALTRANS. **LAKE COUNTY WATER RESOURCES DEPARTMENT** thereafter shall refund to CALTRANS, promptly after completion of **LAKE COUNTY WATER RESOURCES DEPARTMENT**'s final accounting of MITIGATION PROJECT costs, any amount of CALTRANS' deposits remaining after actual costs to be borne by CALTRANS have been deducted, or to bill CALTRANS for any additional amount required to complete CALTRANS' financial obligations pursuant to this Agreement.
10. If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771, **LAKE COUNTY WATER RESOURCES DEPARTMENT** must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7.
11. To include prevailing wage requirements in its contracts for public work. Work performed by **LAKE COUNTY WATER RESOURCES DEPARTMENT**'s own forces is exempt from the Labor Code's Prevailing Wage requirements.

## **SECTION II**

### **CALTRANS AGREES:**

1. To deposit with **LAKE COUNTY WATER RESOURCES DEPARTMENT** within thirty (30) days of receipt of signed invoice, the amount of **\$29,459.40**, which figure represents

two months estimated cost of CLOVER CREEK HITCH HABITAT RESTORATION PROJECT. CALTRANS' total obligation to **LAKE COUNTY WATER RESOURCES DEPARTMENT** for CLOVER CREEK HITCH HABITAT RESTORATION PROJECT costs shall not exceed the amount of **\$246,491.54**.

To deposit with **LAKE COUNTY WATER RESOURCES DEPARTMENT** not later than ten (10) days preceding the beginning of each month, the estimated expenditures for that month, and to continue making such advance deposits on a monthly basis until completion of CLOVER CREEK HITCH HABITAT RESTORATION PROJECT or until **MONTH, DAY, YEAR**, whichever occurs first.

### **SECTION III**

#### **IT IS MUTUALLY AGREED:**

1. All obligations of CALTRANS under the terms of this Agreement are subject to the appropriation of resources by the Legislature, State Budget Act authority and the allocation of funds by the California Transportation Commission (CTC).
2. All applicable laws, rules and policies relating to the use of federal or state funds shall apply notwithstanding other provisions of this Agreement.
3. The party that discovers hazardous material (HM) will immediately notify the other party(ies) to this Agreement. HM-1 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, whether it is disturbed by MITIGATION PROJECT or not. HM-2 is defined as hazardous material (including but not limited to hazardous waste) that may require removal and disposal pursuant to federal or state law, only if disturbed by MITIGATION PROJECT. Management activities associated with either HM-1 or HM-2 include, without limitation, any necessary manifest requirements and designation of disposal facility.
4. CALTRANS, independent of MITIGATION PROJECT, is responsible for any HM-1 found within existing State Highway System (SHS) right of way. CALTRANS will undertake, or cause to be undertaken, HM-1 management activities with minimum impact to PROJECT schedule and will pay, or cause to be paid, all costs associated with HM-1 management activities.
5. CALTRANS has no responsibility for management activities or costs associated with HM-1 found outside the existing SHS right of way. If HM-1 is found outside existing SHS right of way, under state and federal law responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. If HM-1 is found outside the existing SHS right of way, PARTIES will reassess the feasibility of the MITIGATION PROJECT and mutually agree on a course of action prior to the commencement of any additional work.

6. **LAKE COUNTY WATER RESOURCES DEPARTMENT** is responsible for the management of any HM-2 found within MITIGATION PROJECT limits. **LAKE COUNTY WATER RESOURCES DEPARTMENT** may use up to 5% of the funds already obligated by CALTRANS under this agreement for the costs associated with HM-2 management activities. However, CALTRANS is not responsible to pay any additional money to **LAKE COUNTY WATER RESOURCES DEPARTMENT** for these costs.
7. CALTRANS' acquisition of or acceptance of title to any property on which any hazardous material is found will proceed in accordance with CALTRANS' policy on such acquisition.
8. Neither **LAKE COUNTY WATER RESOURCES DEPARTMENT** nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless **LAKE COUNTY WATER RESOURCES DEPARTMENT** and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS and/or its agents under this agreement.
9. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by **LAKE COUNTY WATER RESOURCES DEPARTMENT**, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon **LAKE COUNTY WATER RESOURCES DEPARTMENT** under this agreement. It is understood and agreed that **LAKE COUNTY WATER RESOURCES DEPARTMENT**, to the extent permitted by law will defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by **LAKE COUNTY WATER RESOURCES DEPARTMENT**, its contractors, sub-contractors, and/or its agents under this agreement.
10. In the event of any breach of this Agreement by either party, the other party may enforce this Agreement by any means available at law or in equity. In the event of litigation, mediation or arbitration to resolve any breach of, or dispute related to this Agreement, each party agrees to pay for their own attorneys' cost and expenses, without regard to who prevails.

11. A failure by either party to enforce any provision of this Agreement shall not be construed as a continuing waiver, or as a waiver of the right to compel enforcement of that provision.
12. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not a signatory to the original or the same counterpart. If any provision of this Agreement is held invalid, the other provisions shall not be affected thereby.
13. No alteration or variation of the terms of this Agreement shall be valid unless made by a formal amendment executed by the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
14. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not party to this Agreement or to affect the legal liability of either party to the Agreement by imposing any standard of care different from the standard of care imposed by law.
15. This Agreement shall terminate upon CALTRANS' written acceptance that **LAKE COUNTY WATER RESOURCES DEPARTMENT** has completed MITIGATION PROJECT, however all indemnification, document retention, audit, claims, environmental, legal challenge, hazardous material, operation, maintenance, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

PARTIES are empowered by CA Streets and Highways Code Section 114 and 130 to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

**STATE OF CALIFORNIA**  
**Department of Transportation**

**LAKE COUNTY WATER**  
**RESOURCES DEPARTMENT**

By: \_\_\_\_\_  
District Director

By: \_\_\_\_\_

Approved as to form and procedure:

Approved as to form:

\_\_\_\_\_  
Attorney  
Department of Transportation

\_\_\_\_\_  
General Counsel

Certified as to budgeting of funds:

\_\_\_\_\_  
District Budget Manager

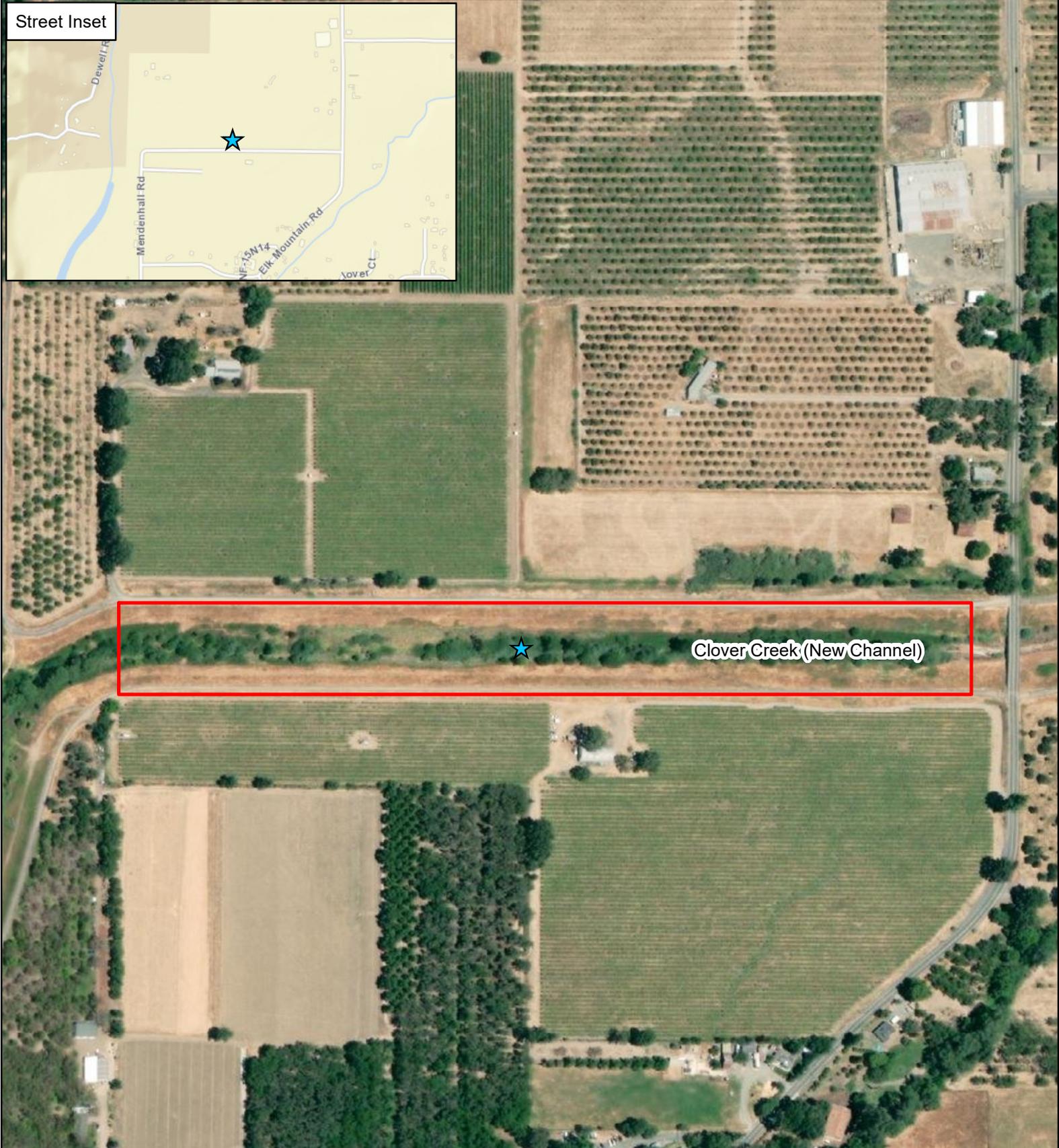
Certified as to financial terms and  
policies:

\_\_\_\_\_  
Accounting Administrator

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**Appendix B: Project Location Map**

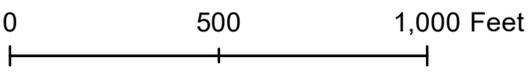
Figure 2: Clover Creek Hitch Restoration Project Location Map



**Legend**

-  Clover Creek Restoration Location
-  Clover Creek Restoration Project Area (Approximate)

Lat/Long: 39.176077, -122.907599

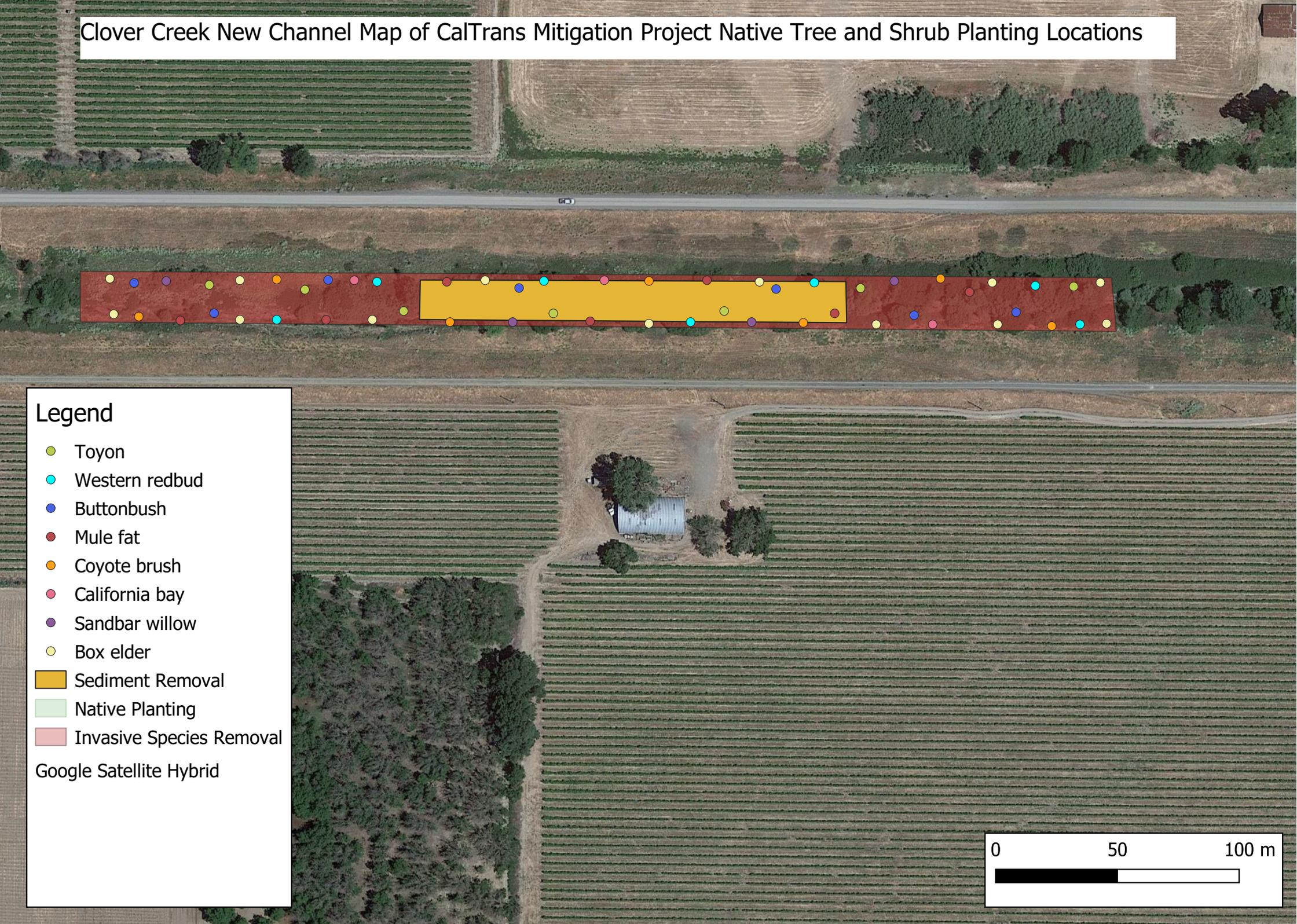


The Caltrans logo, consisting of a stylized blue "CT" followed by the word "Caltrans" in a sans-serif font. To the right of the logo is a north arrow pointing upwards, with the letter "N" above it.

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## **Appendix C: Locations of Woody Plantings at Clover Creek Restoration Project**

# Clover Creek New Channel Map of CalTrans Mitigation Project Native Tree and Shrub Planting Locations



## Legend

- Toyon
- Western redbud
- Buttonbush
- Mule fat
- Coyote brush
- California bay
- Sandbar willow
- Box elder
- Sediment Removal
- Native Planting
- Invasive Species Removal

Google Satellite Hybrid

