

APPENDIX E

PROJECT STREAM ALTERATION AGREEMENT – CALIFORNIA DEPARTMENT OF FISH AND
WILDLIFE

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
BAY DELTA REGION
2825 CORDELIA ROAD, SUITE 100
FAIRFIELD, CA 94534



STREAMBED ALTERATION AGREEMENT
EPIMS-CCA-30250-R3
Green Valley Creek

Town of Danville
DIABLO ROAD TRAIL PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Town of Danville (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on March 14, 2022, that Permittee intends to complete the project described herein.

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

WHEREAS, Permittee has reviewed the Agreement and accepts its terms and conditions, including the measures to protect fish and wildlife resources.

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

PROJECT LOCATION

The project is located at Green Valley Creek tributary to East Branch Green Valley Creek, in the Town of Danville, County of Contra Costa, State of California; terminus (Latitude 37.835821, Longitude -121.971803) to terminus (Latitude 37.831682, Longitude -121.956150). See Exhibit A – Project Location Map.

PROJECT DESCRIPTION

The project is limited to the following activities: installation of a pedestrian and bicycle trail and stabilization of a section of East Branch Green Valley Creek bank, and installation of retaining walls. The project is associated with construction of a pedestrian and bicycle roadway crossing at the intersection of Diablo Road in the vicinity of Fairway Drive. This crossing will include: crosswalk striping and pavement markings; regulatory, warning and guide signage; at-grade asphalt concrete ADA ramps (landings) with truncated domes at existing and proposed trailheads; High-Intensity Activated

Crosswalk System (HAWK); advanced warning beacon system; and associated electrical infrastructure. The project impacts are demonstrated in Exhibit B.

Trail

A mixed-use pedestrian and cyclist path will be installed that will connect the Diablo Road/Green Valley Road corridor to the west with Blackhawk Road/Mt. Diablo State Park to the east. The total width of proposed path will be 12 feet (8 feet wide with 2-foot shoulders) in most locations, but width will narrow in constrained locations. The trail will be an asphalt trail installed over aggregate base, with gravel shoulders. Guard rails, fencing, and retaining walls would be constructed where the trail is constrained either by existing physical or topographic features, property lines, and easement boundaries.

Slope Stabilization

Retaining walls will be installed to stabilize slopes and protect Diablo Road along the eastern bank of East Branch Gren Valley Creak. Retaining walls would be constructed on cast-in-place piers that are drilled to approximately 25-foot depth, concrete barrier, block walls, or similar type of mechanically stabilized earth. Most retaining walls would be less than three feet tall, though in a few locations local topography would require the construction of walls up to eight feet in height.

Construction Methods

Removal of vegetation and approximately 34 trees will be needed to construct the trail. Approximately nine native coast live oaks, six native valley oaks, and ten non-native eucalyptuses inches would be additionally removed. Some of the trees in the trail alignment have already been removed under Emergency Notification EPIMS-CCA-41460-R3 but will be mitigated for under this Agreement at the specified ratios in Measure 3.3, Tree Replacement Planting.

Access to the construction site will occur from Diablo Road and adjacent roads. Staging will primarily occur within the proposed trail alignment. Staging areas outside of the proposed alignment would typically consist of previously disturbed areas with bare, gravel, or paved surfaces.

PROJECT IMPACTS

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

Scientific Name	Common Name	Status
Amphibians		
<i>Ambystoma californiense</i>	California tiger salamander	ST, FT
<i>Rana draytonii</i>	California red-legged frog	SSC, FT

Multiple species	Native amphibians	
Birds		
<i>Aquila chrysaetos</i>	Golden eagle	FP
Multiple species	Native birds	
Mammals		
<i>Vulpes macrotis mutica</i>	San Joaquin kit fox	ST, FE
<i>Antrozous pallidus</i>	Pallid bat	SSC
<i>Corynorhinus townsendii</i>	Townsend's big-eared bat	SSC
Multiple species	Native mammals	
Reptiles		
<i>Masticophis lateralis euryxanthus</i>	Alameda whipsnake	ST, FT
<i>Actinemys marmorata</i>	Western pond turtle	SSC
Multiple species	Native reptiles	
Plants		
<i>Healianthella castanea</i>	Diablo helianthella	1B.2
Multiple species	Native vegetation	
Other Biological Resources		
Mixed riparian oak woodland habitat		
Stream bed, banks, and channel		
Water quality		
Notes: State listing under the California Endangered Species Act (CESA): SE = state endangered; SCE = state candidate for listing as endangered; ST = state threatened; SCT = state candidate for listing as threatened; FP = state fully protected; SSC = state species of special concern; SR = state rare.		

California Native Plant Society (CNPS) ranking system: 1B = plants rare, threatened, or endangered in California and elsewhere; 2B = plants rare, threatened or endangered in California, but common elsewhere. Threat ranks: 0.1 = seriously threatened in California; 0.2 = moderately threatened in California. Federal listing under the Federal Endangered Species Act (FESA): FE = federally endangered; FT = federally threatened; FC = federal candidate species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

- Temporary loss of bank stability during construction;
- Permanent addition of impermeable surfaces;
- Alteration of existing drainage patterns of the site in a manner increases onsite and offsite erosion;
- Deposition of sediment and/or other debris into the channel;
- Loss or degradation of in-stream habitats as a result of erosion, runoff, sediment and/or concrete leachate;
- Loss of species refugia and foraging habitat;
- Disruption to nesting birds and other wildlife;
- Short-term release of contaminants;
- Permanent restriction of creek's hydrologic and fluvial dynamics.
- Capture and impingement of terrestrial organisms;
- Removal of approximately 34 trees;
- Approximately 0.033 acre of permanent impacts to bed, bank, or channel;
- Approximately 0.387 acres of permanent impacts to mixed riparian woodland.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

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

persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Consistency with Notification. All work shall be completed in accordance with the plans, figures, designs/plans, and project description, and other supporting materials submitted with the project Notification, unless the project has been modified through mutual agreement between CDFW and the Permittee. If the Permittee wishes to modify the project described in this Agreement, CDFW shall first be notified in writing, and the Permittee shall not implement the proposed changes until CDFW has provided a written response to the submitted changes. Modifications to the project description may require an Amendment to this Agreement.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.6 Access to Property Not Owned by Permittee. This Agreement does not grant the Permittee authority to enter, use, or otherwise encroach upon the property rights of individuals, or organizations not party to this Agreement. The Permittee shall obtain written authorization from outside parties, in accordance with applicable laws, if access to property not owned by the Permittee is necessary.
- 1.7 Final Design Plans. Permittee shall submit final 100% engineering design plans, stamped, and signed by a qualified licensed professional engineer, to CDFW for review and acceptance, no later than **60 working days** prior to initiating project activities under this Agreement. Once accepted, these designs shall be attached as Exhibit C to this Agreement and fully incorporated herein by reference. An amendment to this Agreement shall be required if changes in project designs relative to the preliminary plans submitted as part of the Notification occur. Permittee shall also submit the licensed professional's confirmation that the project will result in a long-term hydrologically stable condition pursuant to Measure 2.9.
- 1.8 Notification of Work Commencement/Completion to CDFW. Permittee shall notify CDFW at least **7 days** prior to the initiation of project activities and within **24 hours** of the completion of project activities. Initial notification shall include the name(s) and contact information of the person(s) overseeing the project site, as well as a project schedule that includes the start date, estimate end date, weekly workdays, and hours of operation. Permittee shall notify CDFW by emailing the CDFW staff person listed in the Contact Information Section of this Agreement.
- 1.9 Unauthorized Take. This Agreement does not authorize the take, including incidental take, of any State or Federal listed threatened or endangered species, or of species that are otherwise protected under Fish and Game Code. State Listed

or Fully Protected Species includes any native plant species listed as rare under the Native Plant Protection Act (Fish and Game Code, § 1900 et seq.; Cal. Code Regs., tit. 14, § 670.2); any species that is listed or is a candidate for listing under the California Endangered Species Act (Fish and Game Code, § 2080 et seq.; Cal. Code Regs., tit. 14, §§ 670.2, 670.5); or any fully protected species (Fish and Game Code, §§ 3511, 4700, 5050, 5515). Permittee may be required, as prescribed in the California and U.S. Endangered Species Acts, to obtain take coverage for State and federally listed species prior to commencement of the project. Any unauthorized take of listed species may result in prosecution and nullification of this Agreement.

- 1.10 Post Construction Walkthrough. Permittee shall contact CDFW within **10 days** of project completion to arrange for a post construction walkthrough of the project site to ensure the project has been constructed as designed and that erosion control measures, and remediation efforts have been implemented. Permittee shall act immediately upon CDFW staff request to address concerns discovered during the walkthrough within a mutually agreed upon time period.

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 Seasonal Work Period. To minimize adverse impacts to fish and wildlife and their habitats, project activities within the stream, stream banks, and riparian corridor shall be limited from **June 15 to October 15**. Tree removal down to the stump shall be performed between **March 1** through **April 15** and **September 1** through **October 15**. Installation of erosion control devices and site remediation activities are excluded from seasonal work period restrictions.
- 2.2 Daily Work Window. Permittee shall terminate all project activities covered under this Agreement **30 minutes** before sunset and shall not resume until **30 minutes** after sunrise. Permittee shall use sunrise and sunset times established by the U.S. Naval Observatory Astronomical Applications Department for the geographic area, found at: <https://aa.usno.navy.mil/data/index>.
- 2.3 Work Limit – Precipitation. Work within the creek and associated riparian corridor shall be restricted to periods of dry weather. Precipitation forecasts and potential increases of creek flow shall be considered when planning project activities. No work shall occur during a precipitation event (i.e., 0.25-inches or more within a 24-hour period). Project activities shall cease, all equipment and materials shall be removed from the channel, and all appropriate erosion control measures shall be in place at least **12 hours** prior to the onset of precipitation. Project activities halted due to precipitation may resume when precipitation ceases, the National Weather Service 72-hour weather forecast indicates a 30% or less chance of precipitation, and after a dry-out period of **48 hours** has elapsed following the precipitation event's conclusion. The National Weather Service forecast can be found at: [National Weather Service](#).

Concrete

- 2.4 Work Limit - Concrete Work. All concrete applications or concrete structures or asphalt shall be finished being poured by **September 15**, with the following exceptions. Permittee shall notify CDFW by September 1, if concrete work is expected to extend beyond September 15. Concrete related work shall not continue past the close of the authorized work period without written approval from CDFW.
- 2.4.1 If concrete is pre-cast, it shall be fully cured before in-water installation and maybe installed July 1 to October 30.
- 2.4.2 Permittee uses a non-toxic sealant or curing agent designed for use in aquatic environments to shorten concrete curing period. Prior to use, Permittee shall submit the product Material Safety Data Sheet (MSDS), which shall include information about aquatic toxicity, to CDFW for review and written approval. If a sealant is to be applied, concrete structures shall be allowed to cure for at least seven (7) days prior to application and for an additional three (3) days following application of the sealant before being exposed to waters of the State.
- 2.5 Concrete- Primary Containment. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures. If at any time during concrete installation it is observed or suspected that concrete has entered subsurface flows and is being washed downstream, project activities shall immediately halt and CDFW notified to determine next steps for containment and cleanup. No concrete shall be poured below top of bank if the 15-day weather forecast indicates any chance of rain greater than 30%, unless CDFW has provided prior written approval.
- 2.6 Monitoring During Concrete Activities. The Qualified Biologist shall be present at all times during project related activities when the Permittee is pouring or working with wet concrete to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.
- 2.7 Concrete Washout. Concrete washout shall occur in a designated and appropriately prepared area setback at least 100-feet from the riparian area. Wash-water and debris shall not be allowed to enter the stream or riparian area. Concrete washout facilities should be inspected daily and after rains to check for leaks, identify any plastic linings and sidewalls that have been damaged by project activities, and determine whether they have been filled to over 75% capacity. When the washout container is filled to over 75% of its capacity, the wash-water should be siphoned off and properly disposed of off-site or allowed to evaporate to avoid overflows.
- 2.8 Containment of Concrete Leachate. Containment of concrete leachate shall adhere to the following best management practices:

- 2.8.1 Unsealed structures shall be allowed to cure (dry) for at least 28 days before rain or other water sources are introduced.
- 2.8.2 Concrete curing compounds shall not be used where water or storm water runoff could wash them into waters of the State.
- 2.8.3 Washdown water from concrete delivery trucks, concrete pumping equipment, and other tools and equipment shall not be allowed to enter any waterway and should be removed from the site for treatment following work. No dry concrete shall be placed on the banks or in a location where it may pass into the stream or contaminate soil by wind or runoff.
- 2.8.4 To prevent wash-down during precipitation events, Permittee shall cover all curing concrete with polyethylene or other suitable hydrophobic material so that rainfall will not splash or wash-down pH-altered water into waters of the State.
- 2.8.5 A non-toxic substance that can buffer the pH shall be available on site to use if any water contamination occurs.

Erosion and Sediment Control

- 2.9 Fluvial Geomorphology and Sediment Transport. Permittee shall have a licensed engineering hydrologist or fluvial geomorphologist (licensed professional) ensure that features placed within or adjacent to the stream, (i.e., hardscape or bioengineered features) do not transfer the erosive force of waters to the opposite or downstream banks or cause the formation of downstream eddies. The stream channel shall not be narrowed as a result of placement of engineered features and features that modify the gradient, as measured on a longitudinal profile, shall not be installed as part of the project. Permittee shall submit the licensed professional's confirmation that the project will result in a long-term hydrologically stable condition with the final 100% design plans.
- 2.10 Stormwater Management Plan. Project shall incorporate stormwater treatment control measures, in accordance with the Stormwater Control Plan for Diablo Road Trail attached to this Agreement as Exhibit D (prepared by Jonathan Buck, ENGEO Incorporated, dated September 2024), to collect and treat stormwater runoff from the trail before discharging it into the Green Valley Creek.
- 2.11 Erosion Control Plan. Permittee shall provide to CDFW a comprehensive Erosion Control Plan prepared by a licensed erosion control specialist at least **60 days** prior to commencement of any project related activities. The Erosion Control Plan shall include, at minimum, the following: 1) description of materials, methods and timing being proposed; 2) map project site that clearly depicting areas on which erosion control will be installed, access routes, and staging areas, excavation areas; and limits of grading; 3) if hydroseeding is proposed, a list of species which will be used. The Erosion Control Plan shall be attached to this Agreement as Exhibit E and incorporated entirely herein by this reference.

- 2.12 Erosion Control Implementation. All exposed soils within the work area shall be stabilized immediately following the completion of earthmoving activities, during project activities, or prior to rain events to prevent erosion into the stream and its tributary. Erosion control measures, such as silt fences, straw wattles, gravel- or rock-lined ditches, water check bars, and broadcasted straw, or other appropriate materials, shall be used. Erosion control measures shall be monitored during and after each storm event for effectiveness. Modifications, repairs, and improvements to erosion control measures shall be made whenever needed to protect water quality. At no time shall sediment-laden runoff be allowed to enter the channel or directed to where it may enter the channel.
- 2.13 Erosion Control Material Limitation. To minimize the risk of ensnaring snakes and other wildlife, Permittee shall not use erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting or cross joints in the netting that are bound/stitched. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as coconut (coir) fiber, or other products without welded or tight weaves. Erosion control blankets shall be used as a last resort because of their tendency to biodegrade slowly and trap reptiles and amphibians.
- 2.14 Geotextile Fabric Restriction. Permittee shall not use any petroleum-based geotextile fabrics of any variety for permanent use in the project (e.g., underneath hydraulic dissipation features such as rock riprap). Temporary use of geo-textile fabrics for the purposes of exclusion or silt fencing is permissible under the condition they are to be removed immediately after the cessation of project activities.
- 2.15 Location of Spoil Sites. Spoils piles shall be placed a minimum of 150 linear feet away from streams, ponds, drainages, or swales, and placed away from concentrated ground squirrel burrows or sensitive plant species stands within the project site. Spoils piles shall be placed on already disturbed or ruderal habitats where feasible. If vegetated areas are impacted by placement of spoils piles, these areas will be included in the site remediation to be completed post-construction.
- 2.16 Excavated Fill. Excavated fill material shall be placed in upland locations where it cannot be delivered to a watercourse. To minimize the potential for material to enter the watercourse during the winter period, all excavated and relocated fill material shall be tractor contoured (to drain water) and tractor compacted to effectively incorporate and stabilize loose material into existing features.
- 2.17 Runoff from Steep Areas. The Permittee shall ensure runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
- 2.18 Cover Spoil Piles. Permittee shall have readily available natural fiber filter fabric or burlap to cover exposed spoil piles and exposed areas in order to prevent loose soil from moving into the stream channel and/or sensitive habitats. Spoil piles shall

be covered in advance of winds exceeding 7 miles per hour or rainy conditions that threaten to erode loose soils into sensitive habitats.

- 2.19 No New Project Phase without Erosion Control. Installation of erosion control devices shall be performed under the direction of a qualified or certified erosion control specialist. No phase of the project may be started if that phase and its associated erosion control measures cannot be completed prior to the onset of a precipitation event if that construction phase may cause the introduction of sediments into a stream. Erosion control measures shall be inspected frequently to minimize failure and conduct any necessary repairs. All non-structural related and non-biodegradable erosion control measures shall be removed from the project site upon cessation of construction activities.
- 2.20 Precipitation Event Inspection. After any precipitation event, Permittee shall inspect all sites scheduled to begin or continue construction within the next **72 hours** for indications of bank erosion and/or channel sedimentation and effectiveness of erosion control measures. Corrective action for erosion and sedimentation shall be taken whenever needed, including but not limited to repairing erosion control or exclusion fencing. If noticeable erosion or sedimentation has occurred, Permittee shall implement additional erosion control features and consult with CDFW Bay Delta Region regarding corrective actions.

Toxic and Hazardous Materials

- 2.21 Vehicle/Equipment Maintenance. Prior to the entry of any vehicle or equipment into the project area, including the staging site, it shall be washed and cleaned of all biological material at an off-site facility. Any equipment or vehicles driven and/or operated in proximity of the stream shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat.
- 2.22 Use of Drip Pans. Stationary equipment such as motors, pumps, generators, compressors, and welders, shall be positioned over drip-pans. Any mobile equipment or vehicles driven and/or operated in proximity to the stream shall be checked for leaks daily, and maintained, if necessary. Vehicles or equipment parked for extended periods at the site shall also be positioned over drip pans, which will be checked regularly. If a vehicle is found to be leaking fluids of any kind, it shall be removed from the project area immediately and not returned until appropriate repairs have been made.
- 2.23 Emergency Spill Response Plan. An emergency response plan shall be prepared and submitted to CDFW prior to the start of project work. The plan shall be limited to no more than three (3) pages in length and may be presented in flowchart, table, or bulleted list format. The plan shall identify the actions which would be taken in the event of a spill of concrete, petroleum products, sediment, or other material harmful to fish, wildlife, plant resources, or the habitats thereof. The plan shall also identify the emergency response materials which shall be kept at the site to allow the rapid containment and clean-up of any spilled material. The emergency response plan shall also be submitted in the Project Completion Report.

- 2.24 Spill Containment and Spill Kits. All activities performed in or near State waters shall have absorbent materials designated for hazardous materials spill containment and cleanup activities on-site for use in an accidental spill. Permittee shall immediately initiate the cleanup activities in the event of a hazardous materials spill. Prior to entering the work site, all field personnel shall know the location of spill kits and trained in their appropriate use.
- 2.25 Storage and Handling of Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the project site. Such materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete, or washings thereof, asphalt, paint or other coating material, and oil or other petroleum products. These materials shall be prevented from contaminating the soil and/or entering the waters of the State. Any such materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with permission of Permittee, shall be removed immediately.
- 2.26 Spill of Material Deleterious to Fish, Wildlife and Plants. Permittee and all contractors shall be subject to the water pollution regulations found in FGC Sections 5650 and 12015. In the event of a hazardous materials spill into the stream (e.g., grout, epoxy, etc.), Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by email to AskBDR@wildlife.ca.gov. Permittee shall take all reasonable measures to document the extent of the impacts and affected areas, including photographic documentation of affected areas, and injured fish and wildlife. If dead fish or wildlife are found in the affected area, Permittee shall collect carcasses and immediately deliver them to CDFW. Permittee shall meet with CDFW within **10 days** of the reported spill in order to develop a resolution including: site clean-up, site remediation, and compensatory mitigation for the harm caused to fish, wildlife, and the habitats on which they depend as a result of the spill. Permittee shall be responsible for all spill clean-up, site remediation, and compensatory mitigation costs. Spill of materials to waters of the State that are deleterious to fish and wildlife are in violation of Fish and Game Code Section 5650 et seq. and are subject to civil penalties for each person responsible. CDFW reserves the right to refer the matter to the District Attorney's Office if a resolution cannot be agreed upon and achieved within a specified timeframe, generally six (6) months from the date of the incident.

Bank Stabilization

- 2.27 Post-Construction Excavation Backfill. After construction is complete, all excavation areas shall be backfilled with the native, excavated spoils and restored to pre-project contours.
- 2.28 Acceptable Practices. shall be placed in a smooth curve along the natural bank alignment, shall not project out into the channel beyond the limits of the natural bank, and shall not include any "barbs" or "groins", or other features which will

deflect flow against the opposite bank, or cause the formation of downstream eddies. Any other bank stabilization method is subject to CDFW review and written acceptance.

- 2.29 Gravels Used as Fill Material. No broken concrete, asphalt, or other construction waste materials shall be used for bank stabilization or fill materials. Only clean, screened gravels or clean round river cobble may be used as fill material along the banks of the stream or placed within the stream channel to increase gravel spawning beds. All silt laden gravels from the project area upon completion of the project.
- 2.30 Maintenance of Stream Encroachment and Bank Stability. The Permittee shall assure that the bank stabilization is maintained according to the final design plans and provide site maintenance for the life of any structure constructed by project activities. The Permittee, and/or their successors and assigns, shall be responsible for such maintenance as long as the structure remains in the stream. This includes, but is not limited to, re-applying erosion control, and ensuring streambanks are sufficiently stable. If the bank stabilization degrades or fails such that it does not stabilize the bank as designed or the stabilization causes bank stabilization in areas upstream or downstream from the project site, the Permittee shall contact CDFW to discuss remediation. A new Notification may be required for work necessary to remediate damage resulting from any such degradation or failure.

Habitat and Stream Protection Measures

- 2.31 No Work Within Wetted Channel. No project activities shall occur within the channel if water is present. All work shall be conducted when the stream is dry. Dewatering and flow bypass is not authorized under this Agreement.
- 2.32 No Equipment in Water. No equipment shall be operated from within a wetted channel or flowing stream at any time.
- 2.33 Access to Project Site. Access to the in-channel locations for project activities shall be via existing roads and roadside features. Permittee shall not construct any new permanent or temporary access roads.
- 2.34 Staging Areas. Staging areas shall be located in a dry upland location, above the top of bank, and a minimum of 100 linear feet from streams or drainage features. Staging areas shall be within a paved or gravel-lined site, if feasible, or in areas of permanent impact Vegetation disturbance shall be limited to the immediate work footprint and limited to as few access pathways as necessary to complete the project.
- 2.35 Natural Material Removal Restrictions. Except as explicitly described in the Project Description section of this Agreement, the removal of native soils, rock, gravel, vegetation, and vegetative debris from the stream bed or stream banks is prohibited. Embedded pieces of large woody material (LWM) or stumps that potentially serve as basking sites or that encourage pool formation shall be left in place. LWM defined as fallen trees, logs, and branches that are at least four (4)

inches in diameter and six (6) feet in length. Permittee shall only modify or remove large woody material (LWM) from streams when the accumulation of LWM poses a threat to: (1) road stability, bridges, culverts, or other in-stream structures; (2) structures such as homes; (3) project sites with a significant increase in flooding risk that would impact previously described structures; and (4) project sites with an increase in erosion risk to property and increase sediment load. Permittee shall only cut or modify the minimum amount of stream wood to reduce the hazard as directed by a hydrologist or fluvial geomorphologist. LWM shall only be removed when such threats cannot be addressed by modifications as determined by engineering and environmental staff. If an embedded object must be removed to prevent a debris jam, the Permittee shall submit a request and obtain CDFW's written approval to remove embedded objects at the identified location.

- 2.36 Habitat Protection. No native riparian vegetation shall be removed, except where authorized by CDFW, as shown in Project Impact Map (Exhibit B). Permittee shall limit the disturbance or removal of native vegetation to the minimum necessary to achieve design guidelines and standards for the authorized activity. Permittee shall take precautions to avoid damage to vegetation outside the work area by people or equipment. Vegetation outside the construction corridor shall not be removed or damaged without prior consultation and approval of CDFW.
- 2.37 Tree Modification Plan. The Permittee shall submit a Tree Modification Plan to CDFW at least **60 days** prior to project commencement. Once approved, the Tree Modification Plan shall be attached as Exhibit F to the Agreement and its provisions incorporated by reference. The Tree Modification Plan shall include: i) a description of the trees to be removed and trimmed, the number of trees to be removed, the number of trees to be trimmed, and the species of each tree, the size (in DBH) of each tree, the estimated height of each tree, and the relative health of each tree; ii) a description of the trees to remain in place; iii) the final Arborist Report with descriptions of tree health and critical root zone; and iv) a site plan showing the location of all the trees to be removed or trimmed, clearly labeling the trees that will be retained or removed, as well as the trees already removed under Emergency Notification CCA-41460.
- 2.38 Protection of Riparian Trees. Permittee shall take precautions to avoid people or equipment causing unintended damage to trees and woody vegetation.
- 2.38.1 Project activities shall not compact (i.e., drive over, place, stage or operate equipment on, pave over, etc.) the roots of native tree species. The design of the trail alignment shall avoid the critical root zone of native tree species, as determined by the tree protection recommendations of the final Arborist Report. For each tree with greater than four (4) inches in DBH located within or adjacent to the project site that will remain, a critical root zone shall be established. The critical root zone shall extend from the trunk to the dripline (i.e., the outer extent of the tree canopy) of each tree within the project site and shall be flagged or fenced off from work. Protection and avoidance of critical root zones shall be made a point of discussion during the onsite education program to avoid impact. No work shall be conducted

within the critical root zone of any trees unless explicitly authorized in writing by CDFW.

- 2.38.2 Prior to initiating project activities, all trees within the project site and in the vicinity will be clearly and conspicuously marked or flagged for removal, trimming, and/or protection. A Qualified Biologist shall oversee tree identification and demarcation, application of tree protective measures, and monitoring unintended tree damage.
 - 2.38.3 Protective measures to protect trees from unintended damage may include placement of exclusion fencing at the tree dripline, wrapping trunks with burlap, and/or creating a scaffold buffer of scrap timber around the trunks.
 - 2.38.4 Trees that will remain in place but are impacted (trimmed, compacted critical root zones, unintentionally damaged, etc.) during project activities shall be monitored for signs of reduced health (wilting, shedding of leaves or bark, limb death, etc.) or mortality according to Measure 3.2.4. If trees that will remain in place experience reduced health or mortality from unintended damage, then compensatory replacement replanting in accordance with Measure 3.2 shall be required.
- 2.39 Trimming of Oak Tree Species. Oak species shall only be trimmed under the direct supervision of a certified arborist, who shall employ all reasonable measures to prevent oak mortality from shock, disease, or infection. Oaks shall only be trimmed during the oak species' dormant period. Oak trimming shall not be performed when precipitation events are forecasted. No more than 20% of an individual oak's canopy shall be trimmed.
- 2.40 Tree Removal and Limbing Methodology. Tree removal shall adhere to the following requirements:
- 2.40.1 Tree removal or limbing shall only occur between **March 1** through **April 15** and **September 1** through **October 15** to avoid the seasonal periods of bat activity (maternity/roosting and hibernation).
 - 2.40.2 Trees shall be removed over the course of two days, using the following methodology. On the first day, in the late afternoon, under the direct supervision and instruction by a Qualified Biologist, limbs and branches shall be removed by a tree cutter using chainsaws only. On the second day the rest of the tree shall be removed to the stump, as late in the afternoon as feasible.
 - 2.40.3 Tree limbing or removal shall not be performed under any of the following conditions: during any precipitation events, when ambient temperatures are below 4.5 degrees Celsius, when windspeeds exceed 11 miles per hour, and/or any other condition which may lead to bats seeking refuge.
- 2.41 Invasive Plant Species. Permittee shall not plant, seed or otherwise introduce invasive plant species within the project area. Invasive plant species include those

identified in the California Invasive Plant Council's inventory database, which is accessible at: <https://www.cal-ipc.org/plants/inventory/>.

- 2.42 Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project site and vicinity of the stream upon completion of project-related activities.
- 2.43 Temporary and Permanent Lighting. All temporary lighting shall be fully hooded (i.e., no lateral lighting). Any illumination shall be directed to the ground and away from the stream. No permanent lighting features shall be installed either within the mixed riparian woodland or stream bank habitats nor shall lighting be installed that illuminates these habitats as part of the project.
- 2.44 Removal of Trash and Debris. Permittee shall remove all raw construction materials and wastes from the project site following the completion of work. Food-contaminated wastes generated during work shall be removed on a daily basis to avoid attracting predators to work sites. All temporary fences, barriers, and/or flagging shall be completely removed from work sites and properly disposed of upon completion of work. Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone.
- 2.45 Water Pollution. Permittee and all contractors shall be subject to the water pollution regulations found in FGC Sections 5650.

Biological Monitoring

- 2.46 Qualified Biologist(s). At least **30 days** prior to initiating biological surveys within the project areas, Permittee shall submit the names and resumes of all biological personnel involved in conducting survey and/or monitoring work to CDFW for review and written approval. The Permittee shall obtain CDFW's written approval of biological personnel prior to the commencement of project activities and preconstruction surveys. Resumes shall include, at minimum: educational background, description of experience with each focal species (e.g., auditory surveys, observational surveys, handling, relocation, monitoring, etc.), including number of hours/seasons/years of experience per species, trainings/workshops attended, and certificates or related credentials. Include experience with different life stages of a species when applicable. To expedite the review period of biological personnel assigned to the project, Permittee may elect to complete the Biologist Resume Form (see Exhibit G) to accompany the provided resumes. Biological personnel are defined under this Agreement as follows:
- 2.46.1 A Qualified Biologist is an individual who shall have a minimum of five (5) years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two (2) years conducting surveys for each special status species potentially present within the project area.
- 2.46.2 A Biological Monitor is an individual who shall have a minimum of four (4) years of academic and professional experience in biological sciences and related resource management activities relevant to this project, has

experience with construction level biological monitoring, the ability to recognize species and special status species in the project area, and who is familiar with the habits, habitats, and behavior of those species and special status species potentially present in the project area.

- 2.47 On-Site Monitoring Requirements. The Qualified Biologist shall be present at the project site during: pre-construction surveys, establishment of ESAs, and installation of wildlife exclusion fencing; administration of the onsite worker education program; all initial ground disturbance activities such as clearing, grubbing, excavation, and grading within 50 feet of any channel; backfilling of excavated areas; vegetation disturbance activities; tree limbing and removal; fencing installation and removal; nest/roost monitoring; hand excavation of potential WPT nesting sites; all species relocations; and concrete pouring within 100 linear feet of the channel centerline.

A Biological Monitor shall be on-site for the remainder of project activities when the Qualified Biologist is not required onsite.

- 2.48 Onsite Worker Education Program. Permittee shall administer a pre-construction training program for all employees, contractors, and personnel working at the project site prior to performing any project activities (referred to collectively as "workers"). The program shall consist of an in-person presentation from the Qualified Biologist hosted at the project location. The presentation shall include, at minimum, a discussion of the biology of the habitats and species identified in this Agreement and those with potential to be present at the project site, which shall include a walkthrough. The Qualified Biologist shall also include, as part of the education program, information about the distribution and habitat needs of any species that may be potentially present, legal protections for those species, penalties for violations, and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking employees, contractors, or personnel otherwise working on the project site, prior to their performing any work at the project site.

Upon completion of the education program, all workers shall be able to recognize potentially present species and their habitats and implement protective measures to ensure that species are not adversely impacted by project activities. Workers shall sign a form stating they attended the program and understand all protection measures, the sign-in sheet shall be submitted to CDFW with the Project Completion Report. A handout that summarizes the education program including images of special status species shall also be distributed to all personnel working on the project. These forms and the training shall be filed at the worksite offices and be available to CDFW upon request.

- 2.49 General Cease Operations Authority. The Qualified Biologist or Biological Monitor shall have independent authority to stop all project activities if any special-status species enters the project area, if project activities pose imminent threat to wildlife and/or plant resources, or if project activities are out of compliance with the measures outlined in this Agreement.

- 2.50 Violation Reporting. If the Permittee, Qualified Biologist, or Biological Monitor witnesses a potential violation of this Agreement, they shall contact CDFW immediately. Permittee shall not enter into non-disclosure agreements with biological personnel or otherwise implement penalties or disincentives restricting direct communication with CDFW. Failure to consult immediately with CDFW on potential violations shall constitute grounds for CDFW to revoke the biological personnel's monitoring authority and require Permittee to stop work until other biological personnel have been approved.
- 2.51 Notification of Injury or Mortality. If any wildlife species are found dead or injured during project-related actions, including during relocation activities, all project related activities in the area shall be immediately suspended and the CDFW Bay Delta Region notified by email and telephone within **60 minutes** of discovery. The Qualified Biologist(s) or Biological Monitor(s) shall have the authority and responsibility to communicate directly to CDFW, without having to report first to the Permittee. Any injured California native species, both special-status or non-listed, shall be immediately transported to a CDFW-approved wildlife rehabilitation clinic, which can be found here: <https://wildlife.ca.gov/Conservation/Laboratories/Wildlife-Health/Rehab>. If the animal found injured or deceased is Rare, Threatened or Endangered pursuant to the CESA, project activities shall not resume until the Permittee can demonstrate compliance with CESA to CDFW's satisfaction. Following the incident, the Qualified Biologist shall submit a written report detailing the circumstances under which the dead or injured animal was found to CDFW no later than **48 hours** after the instance, referencing Notification Number EPIMS-CCA-30250-R3. The report shall include information regarding the location, date and time of the finding or incident, species, and number of animals injured or killed, and if possible, provide a photograph, explanation as to the cause of injury or mortality, and any other pertinent information. Following initial notification, Permittee shall attach the report as an addendum to the Monthly Monitoring and Compliance Report (see Measure 4.2) for the month in which the mortality event was documented.

Wildlife Protection Measures

- 2.52 California Red-Legged Frog (CRLF). Qualified Biologist shall submit a CRLF MMP for CDFW review and written approval at least **60 days** prior to initiating project activities. The CRLF MMP shall include: i) an assessment of all project impacts to CRLF, including noise/vibratory disturbance during construction; ii) disturbance to nesting sites; iii) list of effective avoidance and minimization measures to protect all life stages of CRLF; iv) and compensatory mitigation for permanent impacts to CRLF or potential habitat. Once approved, the MMP shall be incorporated as part of this Agreement in its entirety as Exhibit H.
- 2.53 Western Pond Turtle (WPT). The Qualified Biologist shall conduct a reconnaissance-level survey for WPT individuals and WPT potential nesting habitat 60 days prior to commencement of project activities of the calendar year that project activities shall begin. Potential nesting habitat (i.e., upland loose soils, sands, sediment bars, grassy areas, or duff) within 1,500 feet of a waterway where

breeding or hibernation may occur. Terrestrial habitat includes basking sites (e.g., rocks or large woody debris, and emergent instream features). If WPT are absent from the project site(s), immediately following the survey the Permittee shall install CDFW-approved wildlife exclusionary fencing to prevent WPT from entering the work areas.

The Qualified Biologist shall then conduct follow-up reconnaissance-level survey for WPT individuals and WPT potential nesting habitat within the **48 hours** prior to initiating project activities. If WPT individuals or potential WPT nesting habitats are discovered on-site, the following conditions shall apply:

- 2.53.1 The Qualified Biologist shall oversee the hand excavation of potential nesting sites that may be affected by the project.
 - 2.53.2 If eggs, individuals, or hatchlings are discovered, the disturbed area will be returned to its previous state and all project activities shall immediately cease. Permittee shall immediately contact CDFW and receive written guidance before resuming project activities.
 - 2.53.3 The Qualified Biologist may capture the individual and relocate it to a nearby refugium with suitable WPT habitat immediately downstream of the project, or it shall be allowed to leave the project site of its own volition. WPT shall not be moved out of their watershed of origin. Capture methods may include hand and dip net. All WPT handled by the Qualified Biologist shall be inspected for signs of fungal and/or bacterial shell disease. If the Qualified Biologist determines or suspects WPT individuals are exhibiting signs of fungal and/or bacterial shell disease, said individuals shall not be moved, but instead quarantined and immediately reported to CDFW for further guidance.
- 2.54 Bats. The Qualified Biologist shall conduct extensive daytime and evening emergence visual surveys for bats and for potential roosting habitat (which includes culverts, bridges, etc.) at least **60 days** prior to the commencement of project activities. Bat surveys shall include a visual inspection of potential roosting features (e.g., cavities, crevices in wood and bark, exfoliating bark for colonial species, suitable canopy for foliage roosting species, culvert crevices, etc.) of the work and within 50 feet of the project area. Habitat features found during the survey(s) shall be flagged or otherwise clearly marked. Permittee shall not attempt to directly disturb (e.g., shake, prod) potential roosting features. If bat individuals or colonies are observed, the Qualified Biologist shall identify the species, estimate quantity present, roost type (day, night, maternity, etc.), and roost status, in a manner that avoids disturbance. Maternal bat colonies shall not be disturbed while young are present and dependent on the roost. The Qualified Biologist shall submit a Bat MMP for CDFW review and written approval at least **45 days** prior to initiating project activities. The Bat Avoidance and Monitoring Plan shall include: (i) an assessment of all project impacts to bats, including noise disturbance during construction; (ii) effective avoidance and minimization measures to protect bats;

(iii) compensatory mitigation for permanent impacts to roosts, if impacted. Project activities may not commence until CDFW written approval has been provided to Permittee. Once approved, the MMP shall be incorporated as part of this Agreement in its entirety as Exhibit H.

2.55 Nesting Bird Surveys. The Permittee is responsible for ensuring that the project does not result in any violation of Fish and Game Code Sections 3503, 3503.5, and 3513. If project activities will occur during nesting bird season (February 15 to September 15), the Qualified Biologist shall conduct a reconnaissance-level survey for active nests within the **14 days** prior to the initiation of project-related activities. Surveys shall be conducted in all potential habitat located at, and adjacent to, project work sites and in staging and storage areas. The minimum survey radii surrounding the work area shall be the following: 250 feet for non-raptors, and 1,000 feet for raptors. Survey methodology shall be submitted into CDFW for approval at least **14 days** prior to the initiation of surveys. Survey results shall be submitted to CDFW in the Pre-construction Report. If a lapse in project-related activities of **seven (7) days** or longer occurs, another focused survey will be required before project activities can be reinitiated. If an active nest is found, Permittee shall consult with CDFW regarding appropriate action to comply with the Fish and Game Code of California. CDFW reserves the right to provide additional provisions to this Agreement designed to protect nesting birds, in the event nesting birds are discovered.

2.55.1 Active Nests. The Qualified Biologist shall observe any identified active nests (including seasonally used nests of migratory raptors) prior to the start of any construction-related activities to establish a behavioral baseline of the adults and any nestlings. Once work commences, all active nests should be continuously monitored for a minimum of three consecutive workdays by the Qualified Biologist to detect any signs of disturbance and behavioral changes as a result of project activities. In addition to direct impacts, such as nest destruction, nesting birds might be affected by noise, vibration, odors and movement of workers or equipment. After the Qualified Biologist has determined that the nesting birds are attenuated to construction presence, the nest may be monitored by a Biological Monitor, provided there are no changes in site conditions (e.g., project activities, equipment used or noise levels) relative to the Qualified Biologist's observation period. If signs of disturbance and behavioral changes are observed at any time, the biological personnel responsible shall cease work causing that behavioral change and shall contact the CDFW staff person listed in the Contact Information Section of this Agreement for guidance.

2.55.2 Active Nest Buffers. Active nest sites and protective buffer zones shall be designated as "Environmentally Sensitive Areas" where no project-related activities or personnel may enter until the Qualified Biologist determines that the young have *fully fledged* and will no longer be adversely affected by the project. These designated areas shall be protected during project

activities by surrounding the nest site with a wildlife-safe fence or flagging barrier. The Qualified Biologist shall determine the necessary buffer distance to protect nesting birds based on existing site conditions (such as construction activity and line of sight). Buffer distance shall be increased to provide sufficient protection of nesting birds and their natural behaviors, as needed.

- 2.56 Environmentally Sensitive Area (ESAs) Delineations. Prior to project activities, the Qualified Biologist(s) shall designate and demarcate ESAs. ESAs shall be clearly demarcated and shall be installed under the supervision of the Qualified Biologist(s). The Permittee shall stake, flag, fence, or otherwise conspicuously delineate all ESAs within the project work areas that are to be protected in place and remain undisturbed during construction. Environmentally sensitive areas are defined as wetland, riparian areas, aquatic areas, nesting/roosting locations, potential burrows, or dens, etc. The materials used to delineate ESAs and work boundaries will be removed no later than 30 days following completion of construction.
- 2.57 Temporary Exclusion Fence Plan. At least **60 days** prior to the initiation of project activities, the Permittee shall submit to CDFW for written approval, plans for an exclusion fencing system and access routes. Once approved, the Exclusion Fencing Plan shall be attached to this Agreement as Exhibit I and incorporated entirely herein by this reference. The Exclusion Fencing Plan shall include a map indicating location of exclusion fencing in relation to the project work areas, location of sensitive wildlife habitat features, dimension specifications, and a description of fencing materials. Permittee shall be responsible for implementation and upkeep of the fencing system. In addition, the following criteria for the exclusion fencing system shall be met:
- 2.57.1 The exclusion fencing shall consist of material appropriate for exclusion of wildlife as listed in this Agreement.
 - 2.57.2 The exclusion fencing shall either measure at least 36 inches tall above the soil surface or be of an appropriate height for exclusion of wildlife that could inhabit the project area.
 - 2.57.3 The Qualified Biologist or Biological Monitor shall inspect the fencing immediately following every rain event to ensure it maintains structural integrity. Holes or burrows which appear to extend under the fencing will be blocked inside the fence line to prevent wildlife from accessing work areas.
 - 2.57.4 The bottom of the exclusion fencing shall not allow wildlife to pass through gaps or holes with the bottom of the fencing buried six (6) inches below grade.
 - 2.57.5 The exclusion fencing shall be taut between the supporting stakes and shall have the supporting stakes oriented on the inside edge so that

wildlife cannot use the stakes to enter the excluded area.

- 2.57.6 The exclusion fencing shall feature coverboards inside and outside the perimeter placed at 100-foot intervals and one-way escape doors or an appropriate design for preventing wildlife from being trapped in an area that is under active construction.
- 2.57.7 If fencing becomes damaged, it will be immediately repaired upon detection and the Qualified Biologist shall stop work in the vicinity of the fencing as needed to ensure that no wildlife has entered the construction area.
- 2.57.8 Fencing system entry/exit points for vehicular and pedestrian traffic shall be constructed so wildlife cannot access the area under active construction during non-work hours.
- 2.57.9 The Qualified Biologist shall inspect the project area prior to installation of the exclusion fencing. The exclusion fencing system shall remain in place until all construction activities have been completed. All components of the exclusion fencing will be removed for storage or disposal off-site immediately upon completion of construction activities. If any vegetation is slated for removal in the exclusion fencing buffer area, it shall be inspected by a Qualified Biologist prior to the initiation of removal. Exclusion fencing shall be inspected daily by the Qualified Biologist or Biological Monitor and repaired as necessary, including inspection of coverboards and replacement of wetted sponges as necessary to minimize wildlife distress.
- 2.58 Halt Work to Identify Species. If a frog, snake, turtle, or salamander of any species is observed during any point of the project, all work shall immediately halt, all equipment shall be powered off, and work shall not continue until the individual's species can be identified by the Qualified Biologist or Biological Monitor.
- 2.59 Harassment of Animals. No project personnel or motorized equipment shall harass, herd, or drive any wildlife. Project personnel and equipment shall not cause displacement of wildlife into roadways or open areas without cover from aerial predators.
- 2.60 Allow Wildlife to Leave Unharmd. Permittee shall allow any wildlife encountered during the course of project-related activities to leave the project area unharmed. If wildlife species are present, project activities nearby shall halt, and the wildlife shall be given a buffer and allowed to move out of the work area on their own volition.
- 2.61 Relocation of Terrestrial Wildlife Species Out of Harm's Way. If wildlife species area found onsite and does not leave the project site of its own volition, a Qualified Biologist may guide, handle, or capture to move the individual(s) to a nearby safe and species-appropriate location within nearby refugium. Capture methods may include hand net, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Qualified Biologist shall release it into the most suitable habitat

near the site of capture. Precautions shall be taken to avoid harm and mortality resulting from relocation activities. This Agreement does not allow for the trapping, capture, or relocation of any CESA-listed species.

2.62 Relocation of Aquatic Species Out of Harm's Way. If aquatic species (reptiles, fish, and amphibians) are found stranded within project areas, the Qualified Biologist shall immediately capture and relocate all native individuals out of harm's way to the nearest area of appropriate habitat directly downstream and outside of the project location. Capture methods may include fish landing nets, dip nets, buckets and/or hand capture. Precautions shall be taken to avoid harm and mortality resulting from relocation activities. Electrofishing is not allowed under this Agreement. This Agreement does not allow for the trapping, capture, or relocation of any CESA-listed species. Specific adherences for relocating aquatic wildlife are as follows:

- 2.62.1 Release Locations Criteria. Prior to capturing aquatic wildlife, the most appropriate release location(s) shall be determined, using the following criteria: (1) water temperature shall be similar as the capture location; (2) there shall be ample habitat for the captured species; (3) relocation areas must be in proximity to the capture site, contain potential habitat, and not be affected by project activities; (4) and be free of exotic predatory species (i.e., bullfrogs, crayfish, etc.) to the best of the Qualified Biologist's knowledge. In the rare case that amphibian egg masses are found after July 1, the Qualified Biologist shall make every attempt to wait until the egg masses hatch to transport them. Release locations shall be chosen so there is a low likelihood for aquatic wildlife to reenter a project site or become impinged on exclusion fencing, nets, or screens.
- 2.62.2 Timing of Initial Fish Relocation. If feasible, the Qualified Biologist shall perform initial fish and amphibian relocation efforts several days prior to the start of construction. This provides the Qualified Biologist an opportunity to return to the work area and perform additional relocation efforts immediately prior to construction.
- 2.62.3 Relocate Aquatic Wildlife in the Morning. The Qualified Biologist shall conduct aquatic wildlife relocation activities in the morning when temperatures are cooler.
- 2.62.4 Wet Hands and Nets. Handling of reptiles, fish, and amphibians within the project site shall be minimized. However, when handling is necessary, the Qualified Biologist shall always wet hands (i.e., free of lotions, creams, sunscreen, oils, ointment, insect repellent or any other harmful materials) or nets prior to touching fish and amphibians Proper Holding Technique. Holding containers shall be sized such that adult animals will fit without touching the sides. The Qualified Biologist shall temporarily hold fish and amphibians in cool, shaded, aerated water in a flow-through live car. The Qualified Biologist shall protect

fish and amphibians from jostling and noise and shall not remove fish from this container until time of release.

- 2.62.5 Proper Holding Technique. Holding containers shall be sized such that adult fish will fit without touching the sides. The Qualified Biologist shall temporarily hold aquatic wildlife in cool, shaded, aerated water in a flow-through live car or adequately sized container. The Qualified Biologist shall protect such wildlife from jostling and noise and shall not remove such aquatic wildlife from this container until time of release.
- 2.62.6 Seining Restrictions. Seine mesh shall be properly sized to ensure fish are not gilled during capture. There shall be a minimum number of three passes with the seine to ensure a maximum capture probability of fish within the proposed area to be dewatered.
- 2.62.7 No Overcrowding. Overcrowding in containers shall be avoided by having at least two containers and segregating young-of-year fish, amphibians, and reptiles from larger age-classes to avoid predation. Larger amphibians shall be placed in the container with larger fish. If fish are abundant, the capturing of fish and amphibians shall cease periodically, and they shall be released at the predetermined locations. Reptiles shall not share containers with fish and amphibians.
- 2.63 Relocated Wildlife Records. A record shall be maintained of all relocated wildlife. The record shall include the date of capture, the method of capture, the location of movement relation to the project site, and the number and species moved. All relocation records shall be provided to CDFW with the Monthly Monitoring and Compliance Report per Measure 4.2, as well as the Project Completion Report per Measure 4.3.
- 2.64 Daily Clearance Surveys. Each day, prior to initiation of project activities, the Qualified Biologist or Biological Monitor shall inspect the project work area, staging/stockpiling area and all equipment and vehicles. If the Qualified Biologist or Biological Monitor determines that sensitive species are not present within the work area, work may commence.
- 2.65 Clear Vegetation Prior to Removal. All trees and vegetation within the project area shall be surveyed and clear of wildlife species by the Qualified Biologist prior to removal or disturbance.
- 2.66 No Stockpiling of Vegetation. Vegetation removed and not used for slash shall be placed directly into a disposal vehicle and removed from the project work site. Vegetation not used for slash shall not be piled on the ground unless it is later transferred, piece by piece, under the direct supervision of the Qualified Biologist. Vegetation used for slash shall be stockpiled if placed within a biological exclusion area and shall be transferred under the supervision of the Qualified Biologist.

- 2.67 Open Trenches. Any open trenches, pits, or holes with a depth larger than six (6) inches shall be covered at the conclusion of work each day with a hard, non-heat conductive material (e.g., plywood). No netting, canvas, or material capable of trapping or ensnaring wildlife shall be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood planking, or installed as an earthen dirt fill with walls no greater than 30 degrees in slope in each open trench, hole, or pit that is capable of allowing large (e.g., deer) and small (e.g., snakes) wildlife to escape on their own accord. Prior to the initiation of construction each day and prior to the covering of the trench at the conclusion of work each day, Qualified Biologist shall inspect the open trench, pit, or hole for wildlife. If wildlife is discovered it shall be allowed to leave on its own accord, if wildlife does not leave on its own accord consultation with CDFW is required before work can be initiated.
- 2.68 Open Pipes Restriction. All pipes, culverts, or similar structures that are stored at the site for one (1) or more overnight periods shall be thoroughly inspected for wildlife by the Qualified Biologist prior to use at the project site. All hollow pipes or posts installed as part of the project and exposed to the environment shall be capped, screened, or filled with material by Permittee prior to the end of the workday in which the installation occurs.
- 2.69 Fence and Signpost Restriction. Any fencing, signposts, or vertical poles installed temporarily or permanently throughout the course of the project shall have the top capped and/or the top three (3) post holes covered or filled with screws or bolts to prevent the entrapment of wildlife.
- 2.70 Wildlife-friendly Fencing. All new and repaired fencing shall be designed to facilitate wildlife passage to the maximum extent practicable. Wire fencing shall have a smooth top and bottom wire. Fencing shall not be constructed of materials deleterious to wildlife (e.g., sharp edges exposed at the top or bottom of chain-link fencing, braided wire where birds may become entangled, etc.). Permittee shall not install any fencing material which may ensnare, impale, or otherwise harm wildlife species. No barbed wire, or equivalent, shall be allowed where it may result in harm to birds and other wildlife (e.g., as top-wire or bottom-wire on tiered fencing).

3. Remedial and 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 Stream Restoration Plan. To compensate for permanent impacts to 0.42 acres of stream channel and associated habitats, Permittee shall perform restoration of at least 0.84 acres (calculated as 2:1, conserved to impacted) of East Branch Green Valley Creek within and immediately adjacent to the project area. The restoration objectives shall be to: restore natural and stable hydrological and geomorphological conditions (stabilize stream gradient, improvement of sediment deposition, reduction in peak flow velocity, prevent sheet flow/runoff, etc.); reduce erosion and sedimentation (revegetation, step pool creation, etc.); and provide

ecologically complex riparian habitat, ephemeral stream habitat, and/or aquatic habitat (including retention of LWM) for fish and wildlife species identified in this Agreement. The SRP shall also include removal and/or retrofit existing structures in the channel (shotgun or deteriorating culverts, abandoned concrete structures, addition of trash capture devices, addition of stormwater dissipation features, etc.).

Permittee shall submit a Stream Restoration Plan (SRP), which details the proposed restoration narrative and drawings, to CDFW for review and written approval at least **90 days** prior to initiating project activities. Once approved, the SRP shall be incorporated as part of this Agreement in its entirety as Exhibit J. The SRP shall detail the dimensions and slopes of the existing stream channel and proposed restoration actions, describe proposed materials and methods to perform restoration activities, and demonstrate the restoration acreage. If the Permittee is unable to perform restoration within project area, Permittee shall identify and propose alternative site(s) within the same watershed as East Branch Green Valley Creek.

3.2 Tree Replacement Planting. Trees removed or otherwise impacted (i.e., unintended tree mortality or reduced health) by project activities shall be replaced with regionally appropriate, native species at the following ratios (replacement to impact):

- Oaks 4 inches to 12 inches DBH – 3:1
- Oaks 12 inches to 20 inches DBH – 5:1
- Oaks exceeding 20 inches DBH – 7:1
- Other native trees 4 inches to 20 inches DBH – 2:1
- Other native trees 20 inches DBH or greater – 3:1
- Non-native trees 4 inches to 20 inches DBH – 1:1
- Non-native trees 20 inches DBH or greater – 2:1

The Permittee shall submit a Tree Replacement Planting Plan (TRPP) at least **60 days** prior to initiating project activities. If replanting the total amount of requirement replacement trees within the project site is unfeasible due to slope steepness or other physical constraints, replacement trees may be planted at alternative locations with CDFW's written approval. Once approved, the TRPP shall be incorporated as part of this Agreement in its entirety as Exhibit K. To ensure a successful replanting effort, replacement tree planting shall meet the following requirements:

3.2.1 Replacement Plantings. Replacement trees shall consist of 5-gallon saplings, stakes, or other suitable nursery stock and shall be native species adapted to the lighting, soil, and hydrological conditions at the replanting site. Planting of coast live oak, valley oak, buckeye, and Arroyo and/or red willow species is required. Oaks shall be replaced with oaks to the maximum extent practicable. Other native tree species known to occur

or would have potential to occur at the project site may also be incorporated, with written concurrence from CDFW.

- 3.2.2 Replanting Timing. Planting conducted after the first seasonal rains have saturated soils beyond the first several inches (November/December) and before April.
 - 3.2.3 Success Criteria. Measurable success criteria based on plant survivorship rates, health, and DBH. Success criteria requires at least 80% survivorship of replanted trees at the end of five (5) years and at least 70% survivorship of replanted trees at the end of 10 years. If success criteria are not met, Permittee shall propose corrective actions that meet criteria for CDFW review and written approval and shall implement approved corrective actions until criteria are met.
 - 3.2.4 Monitoring and Maintenance. The Permittee shall monitor the survival and health of all onsite tree, both the replantings and the trees that remained in place, for at least 10 years after planting but may extend longer until the success criteria can be met, as determined by CDFW. Monitoring shall occur semi-annually in spring and fall.
- 3.3 Site Remediation. Areas within the riparian zone or streambanks or channels where ground disturbance has occurred, where vegetation has been removed or impacted, and areas to be restored for the SRP shall be revegetated with native plant species consistent with the vegetative composition immediately up- and downstream of the project site(s). Revegetation shall occur prior to the onset of winter rains within the same year initial impacts commence. The native species mix shall, at minimum, consist of at least: one (1) perennial grass, one (1) annual grass, one (1) perennial forb, one (1) local milkweed (*Asclepias spp.*) species (refer to: [Local Milkweed Species \[CalFlora.org\]](http://CalFlora.org)). Site remediation shall also include installation of riparian understory species. To ensure a successful revegetation effort, on-site remedial plantings shall meet the requirements:
- 3.3.1 Baseline conditions, including absolute percentages of ground cover and shrub cover, shall be quantified by the Qualified Biologist prior to project activities. The baseline narrative and representative photographs shall be submitted with the biological surveys for the project site per Measure 4.1.
 - 3.3.2 All plantings shall be selected and implemented to restore, at minimum, vegetative community function to baseline (i.e., relative cover percentage, composition, and species richness). If success criteria are not met, Permittee shall propose corrective actions that meet criteria for CDFW review and written approval and shall implement approved corrective actions until criteria are met. function to baseline (i.e., relative cover percentage, composition, and species richness). No application of fertilizer, herbicides, or other chemical control shall be used. Measurable success criteria based on species diversity/richness and density or cover

percentage. Success criteria requires:

- 3.3.2.1 Vegetation cover shall not contain invasive plant species rated as “high” by the Cal-IPC and the remediated areas shall meet or exceed baseline conditions at the end of five (5) years. Vegetation cover of extant invasive species on-site shall not be greater than an absolute value of 10% above baseline conditions.
 - 3.3.2.2 The project area shall have at least 90% vegetative ground cover at the end of five (5) years. At least 50% of the vegetative ground cover shall be woody-stemmed understory species, such as shrubs/ bushes (California rose, blue elderberry, California grape, blueblossom ceanothus, etc.) and small trees (willows, etc.)
 - 3.3.3 Remediated areas shall be monitored for at least five (5) years after planting and/or hydroseeding but may extend longer until the success criteria can be met. Monitoring shall occur semi-annually in spring and fall. The annual status of the remediation efforts shall be submitted to CDFW for review and concurrence with the Annual Monitoring Report per Measure 4.6.
- 3.4 Nursery Stock. If plants purchased for re-vegetation are hosts or associated hosts of sudden oak death (*Phytophthora ramorum*; refer to list of hosts at: <http://www.suddenoakdeath.org/diagnosis-and-management/hosts-and-symptoms>) and were grown within a county that is regulated under 7 Code of Federal Regulations (CFR) 301.92, the source nursery shall be in compliance with USDA quarantine regulations. Permittee shall view, and if possible, obtain a copy of the nursery’s certificate of annual inspection certifying that the plant stock is free of *Phytophthora ramorum*. If the nursery cannot provide compliance with USDA quarantine regulations pertaining to sudden oak death, the nursery shall not be used as a source for plant material, soils or other materials that could transmit the infective organism. Permittee and all contractors shall follow sanitation protocol specified in the *Sanitation Guidelines for Professional Crews* issued by the California Oak Mortality Task Force (https://www.suddenoakdeath.org/wp-content/uploads/2017/04/Professional-sanitation-guide_January-2013.pdf) prior to entering, during construction, and prior to leaving the site. If the project site is within five (5) miles of a confirmed sudden oak death infestation (refer to <http://www.oakmapper.org/> or contact the Contra Costa Agricultural Commissioner’s Office at: (925) 646-5250), a discussion of sudden oak death shall be included in the pre-construction training.
- 3.5 Mitigation Funding Security. The stream restoration and tree replanting shall be funded with a security of \$158,935, held by CDFW in escrow or an irrevocable letter of credit, that adequately covers the management and maintenance of the mitigation area up until meeting all success criteria noted in the SRP, with a 15% contingency for at least five (5) years. Management and maintenance duties

calculated for the security included: irrigation, plant replacement, invasive species management, channel recontouring and grade control, onsite monitoring, annual reporting, and administrative costs associated with these activities as compared to similar riparian restoration projects in Contra Costa County. Project activities shall not commence until the Permittee has submitted the requisite amount to CDFW and CDFW has provided written approval.

- 3.6 Mitigation Obligation to Extend Beyond Expiration. Pursuant to Fish and Game Code 1605(a)(2) Permittee shall remain responsible for implementing any mitigation and other measures specified in the Agreement to protect fish and wildlife resources.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Pre-construction Notification and Report. Permittee shall complete all surveys and associated pre-construction requirements under this Agreement within the listed timeframes set forth in this Agreement. At least **seven (7) days** prior to the anticipated start of project activities, the Permittee shall upload to the EPIMS data portal a comprehensive pre-construction report detailing all pre-construction survey methods and results, the vegetation baseline narrative and photographs, and all activities conducted pursuant to the avoidance and minimization requirements contained within this Agreement.
- 4.2 Monthly Monitoring and Compliance Reports. The Qualified Biologist or Biological Monitor shall submit a report **every month** to CDFW via the EPIMS data portal that includes the following items: 1) notification number, 2) a summarized description of whether compliance for all avoidance and minimization measures has been met, 3) recommendations to achieve compliance of any avoidance and minimization measures that have not been met, 4) fish and wildlife observed during monitoring), 5) any instances of capture and relocation of wildlife, 6) any observed mortalities of wildlife including species, location and suspected cause of death; and 7) if work was not done, or was stopped for a period of time, provide the dates of inactivity.
- 4.3 Project Completion Report. A Project Completion Report shall be uploaded to the EPIMS data portal within **45 days** of completion of all project-related activity. This report shall include, at minimum, the following: 1) dates that construction activities occurred; 2) pertinent information concerning the success of the project in meeting avoidance and minimization measures; 3) compensatory and conservation measures fulfilled; 4) summaries of wildlife relocations, wildlife injuries and mortalities, and special status species documented at the project site; 5) copies of any CNDDDB submissions made during the course of project related activities; 6) photographs of post-construction results; and 7) the as-built designs of the completed work. An explanation of failure to meet any measures specified in this

Agreement shall also be included, if applicable. Permittee shall upload the Project Completion Report to the EPIMS data portal.

- 4.4 CNDDDB Observations. The Qualified Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) at <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data> within **30 calendar days** of the observation and the Qualified Biologist shall include copies of the submitted forms with the Project Completion Report.
- 4.5 Post Construction Walkthrough. Permittee shall contact CDFW to participate in a post construction walkthrough of the project area within **seven (7) days** of project completion to ensure that: 1) the project has been constructed as designed; 2) pollution prevention devices properly installed and functioning; and 3) erosion control measures and revegetation efforts have been appropriately implemented. Permittee shall act immediately upon CDFW staff request to address concerns discovered during the walkthrough, in a timeframe identified by CDFW in its sole discretion.
- 4.6 Annual Monitoring Reports. Permittee, in consultation with the Qualified Biologist, shall annually compile a monitoring report summarizing the results of all mitigation, remediation, revegetation activities, and post-construction compliance requirements outlined in in this Agreement for at least 10 years following the initiation of onsite mitigation activities. The first report shall be submitted to CDFW no later than **December 31** of the year after project activities activity begins, and the subsequent **December 31** of each year thereafter. The report shall detail, at minimum: (1) survey methodology; (2) relative plant cover with context to previous surveys and reports including species lists comparing native and non-native vegetation; (3) species richness with context to previous reports; (4) descriptions of any unintended movement or shifts of project features, latent erosion, or other unforeseen movement of channel features; (5) tree health monitoring results, and unintended tree mortality or reduced health as compared to previous year's results; (6) failure and success in meeting the Compensatory Measure's compliance objectives; and (7) implemented or planned activities intended to meet compliance objectives.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted in writing through the Environmental Permit Information Management System (EPIMS) data portal or by email, as instructed by CDFW.

To Permittee:

Town of Danville
500 La Gonda Way,
Danville, CA 94506

To CDFW:

California Department of Fish and Wildlife
Bay Delta Region

2825 Cordelia Road, Suite 100, Fairfield, CA 94534
Attn: Lake and Streambed Alteration Program – Sanjay Das
Notification #EPIMS-CCA-30250-R3
Sanjay.Das@wildlife.ca.gov and/or R3LSA@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

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

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take

of a species listed as threatened or endangered under the Federal Endangered Species Act (FESA), such take will be unlawful under the FESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

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

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code § 1605, subd. (f)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on **December 31, 2027**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- A. Exhibit A – Project Location Map
- B. Exhibit B – Project Impacts Map
- C. Exhibit C – [Reserved for future exhibit: Final 100% Design, pursuant to Measure 1.7]

- D. Exhibit D – Stormwater Control Plan for Diablo Road Trail, prepared by Jonathan Buck, ENGEO Incorporated, dated September 05, 2024
- E. Exhibit E - [Reserved for future exhibit: Erosion Control Plan, pursuant to Measure 2.11]
- F. Exhibit F – [Reserved for future exhibit: Tree Modification Plan, pursuant to Measure 2.37]
- G. Exhibit G – Biologist Resume Form
- H. Exhibit H – [Reserved for future exhibit: CRLF and Bat Mitigation and Monitoring Plans, pursuant to Measure 2.52 and 2.54]
- I. Exhibit I – [Reserved for future exhibit: Temporary Exclusion Fencing Plan, pursuant to Measure 2.57]
- J. Exhibit J – [Reserved for future exhibit: Stream Restoration Plan, pursuant to Measure 3.1]
- K. Exhibit K – [Reserved for future exhibit: Tree Replacement Planting Plan, pursuant to Measure 3.2]

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

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

CONCURRENCE

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

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