

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
NORTH CENTRAL REGION
1701 NIMBUS ROAD
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT
FOR ROUTINE MAINTENANCE ACTIVITIES, VERSION 2**
NOTIFICATION No. 1600-2018-0345-R2
MULTIPLE TRIBUTARIES TO THE SACRAMENTO RIVER

CITY OF ROCKLIN
CITY OF ROCKLIN ROUTINE MAINTENANCE AGREEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Rocklin (Permittee) as represented by Aly Zimmermann.

RECITALS

WHEREAS, pursuant to Fish and Game Code Section 1602, Permittee notified CDFW on November 30, 2018, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code Section 1603, CDFW has determined that the project activities 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 activities in accordance with the Agreement.

PROJECT LOCATION

The project is located within the City of Rocklin boundaries. The watercourses included within this Agreement include the following streams and their tributaries: Secret Ravine, Sucker Ravine, Clover Valley Creek, Antelope Creek, and Pleasant Valley Creek.

In addition, this Agreement covers the riparian areas associated with the multiple unnamed drainage ditches, canals, drainage swales, detention basins, and overland relief channels maintained by the City of Rocklin.

Exhibits A and B depict the project location and watercourses covered by this Agreement.

PROJECT DESCRIPTION

"Agreement for routine maintenance" means an Agreement that: (1) covers only multiple routine maintenance projects that the entity will complete at different time periods during the term of the Agreement; and (2) describes a procedure the entity must follow for any maintenance projects the Agreement covers.

"Routine maintenance work" means (project) work performed regularly by Permittee, within those Project Locations identified above, to maintain the functional and structural integrity of its facilities.

"Project" means one activity, or two or more interrelated activities that could or will affect similar fish and wildlife resources. Unless approved in writing by CDFW, a project will occur within the same watercourse and/or its immediate tributaries and it will not exceed 30 days of duration since maintenance activities start.

"Temporary Impact" means an adverse alteration to habitat that will persist for up to one year and will not substantially adversely affect the fish and wildlife populations that depend on the affected habitat. Examples of projects with temporary impacts include, but are not limited to, removal of vegetation (generally herbaceous plants, young/new growth woody plants, minor trimming/pruning of woody plants, or similar) followed by habitat restoration or non-disturbance to allow for natural re-growth, and temporary diversion of water to allow for sediment removal followed by restoration of natural flows.

"Permanent Impact" means an adverse alteration to habitat that will persist for more than one year or will substantially adversely affect the fish and wildlife populations that depend on the affected habitat. Examples of permanent impacts include, but are not limited to, removal of mature vegetation communities that will require more than one year to return to their previous conditions, and installation of erosion control materials such as rip rap extending beyond the limits of previous erosion control areas.

"Sub-Notification" means the information, plans, and documents submitted by the Permittee to CDFW as described in this Agreement to request project approval for each culvert replacement project proposed by the Permittee. When referenced in this Agreement, Sub-Notification implies all the supporting documentation as well as the form (Exhibit C).

MAINTENANCE WORK

The Permittee may perform the maintenance work described below without obtaining a separate Agreement from CDFW, provided that the Permittee: 1) limits the work to within those areas identified in the Project Location; 2) submits a Verification Request Form (VRF) or Sub-Notification Form (SNF) and receives CDFW approval prior to commencing any activity; and 3) completes the work in accordance with the terms and conditions specified herein.

Debris or Obstruction Removal

The Permittee may remove debris, trash, transient camps, beaver dams, flood-deposited woody and herbaceous vegetation, downed trees, dead trees which are in clear danger of falling in or across a channel, branches, and associated debris for the purpose of maintaining channel capacity, preventing pump damage, preventing erosion, or preventing damage to culverts or bridge structures. Debris or obstruction removal will be necessary to maintain flood capacity and protect Permittee properties adjacent to stream channels from flood damage. Debris or obstruction removal may be followed by revegetation efforts.

Silt, Sand, and Sediment Removal

The Permittee may displace or remove (under dry conditions) silt, sand, gravel, or sediment in the immediate vicinity (i.e., within 50 feet) of natural or human-made structures and facilities, both lined and unlined, that could substantially obstruct water flow, reduce channel capacity, accelerate erosion, or damage concrete box culverts, metal culverts, bridge structures, or other facilities. Such structures or facilities could include outfalls, bridges, culverts, beaver dams, basins, and the invert of creeks and channels. Removal of silt, sand, or other sediments may be necessary to maintain channel or basin capacity and may be followed by revegetation efforts.

Vegetation Control in Channels

The Permittee may cut, mow, disc, graze, or bulldoze grasses, shrubs, and woody growth to maintain the designed capacity of floodways. Vegetation control equipment is anticipated to mostly include chainsaws and other hand tools and herbicides, with the occasional use of a backhoe. The Permittee may cut, mow, or graze weeds, grasses, shrubs, and woody growth to the extent necessary to conduct safety inspections. The Permittee may cut, trim, or remove the lower branches of large trees to facilitate site inspections and maintain channel capacity. The Permittee may remove dead or dying trees at risk of falling across a channel and impairing channel capacity. New trees less than 4 inches in diameter at breast height (DBH; measured 4.5 feet above ground level) may be removed as necessary to maintain channel capacity.

The Permittee may remove non-native vegetation such as arundo (*Arundo donax*) also known as giant reed or false bamboo, periwinkle (*Vinca major*), English ivy (*Hedera helix*), Algerian ivy (*Hedera canariensis*), Himalayan blackberry (*Rubus armeniacus*), Chinese tallow (*Triadica sebifera*), red sesbania (*Sesbania punicea*), Spanish broom (*Spartium junceum*), Scotch broom (*Cytisus scoparius*), tree-of-heaven (*Ailanthus altissima*), black locust (*Robinia pseudoacacia*), tree tobacco (*Nicotiana glauca*), castor bean (*Ricinus communis*), pampas grass (*Cortaderia selloana*), green fountain grass (*Pennisetum setaceum*), eucalyptus (*Eucalyptus* spp.), saltcedar (*Tamarix* spp.), Russian olive (*Elaeagnus angustifolia*), water hyacinth (*Eichhornia crassipes*), and/or edible fig (*Ficus carica*) to maintain channel capacity and improve native habitat.

Tree and Vegetation Control for Overhead Electric Infrastructure

The Permittee may cut, trim, graze, and potentially remove trees and vegetation as necessary to maintain the safety clearance setbacks from overhead electric lines and related infrastructure. This work is typically conducted by tree trimming crews using

bucket lift trucks, chain saws, other hand tools, and chippers.

Crossing and Culvert Maintenance and Repair

The Permittee may conduct routine upkeep and repair on low water crossings and culverts associated with the aqueduct, including removal of accumulated sediments, placement of clean gravels at crossings, repair to damaged culverts (by installing sleeves), and replacement of washed-out riprap intended to armor the inflow or outflow points of the culverts.

Culvert Replacement

The Permittee may replace damaged and undersized culverts with appropriately sized culverts to accommodate 100-year peak flows and debris and sediment loads so as not to cause degradation of the crossing. Exact culvert replacement project locations will be determined by the Permittee and submitted to CDFW on the SNF as outlined in this Agreement. See Measure 5 "Fees" below for more information on project fees for this activity.

Minor Erosion Control Work

The Permittee may conduct minor erosion control work including the sloping, placement of earthen fill, or installation of riprap and gabions. Erosion control repair work shall not exceed 100 linear feet in length.

Repair of Previous Erosion Control Works

The Permittee may repair previous erosion control work including, but not limited to, failed rock slope protection, sacked concrete, or gabion sections. Such work would not extend beyond 100 linear feet of the existing revetted area. In some areas, these activities and other routine maintenance activities may require fill near outfalls, bridges, culverts, basins, and the invert of creeks and channels. Types of fill materials could include riprap, soil, gravel, material, or aggregate base and would come from commercial sources in the local area. The Permittee may also employ bioengineering methods where feasible to repair or enhance previously installed erosion control work. Materials would be placed with equipment such as an excavator, backhoe, dump truck, bobcat, skip loader, front loader, or other small construction equipment.

Temporary Water Diversions

To minimize sedimentary effects to the channels and waterways and isolate work areas during other maintenance activities, temporary water diversions may be utilized as necessary to prevent surface water from entering maintenance work areas. Dewatering is anticipated to be necessary for work within the wetted channel of perennial streams during the summer low flow period.

Bridge Washing, Graffiti Removal, and Painting

The Permittee may wash bridges, remove graffiti, and paint bridges to maintain the aesthetic quality of the City. Bridge washing would involve power washing the bridge to remove non-original materials such as dirt, spider webs, and stains. Graffiti removal may involve power washing, applying chemical solvents, or rolling on paint over the

graffiti. Bridge painting would involve power washing followed by applying paint with either a roller or pneumatic spray gun.

Structure Repair and Maintenance

Permittee may conduct geotechnical sampling; repair and/or replacement of gates, barricades, trash racks, stream gauge structures and utility line crossings; and repair of bridge abutments/piling, sediment basins, and outfall structures.

Potential Mitigation Alternatives for Permanent Impacts

The following tasks may be implemented as a component of the compensatory mitigation for temporary and/or permanent impacts associated with routine maintenance tasks. Implementation of mitigation is not subject to the VRF process but would occur consistent with the Habitat Management and Monitoring Program (HMMP) as outlined in Measure 3.2 of this Agreement. All protective measures in this Agreement apply to compensatory mitigation work as well as maintenance work.

Creek Restoration and Erosion Repair Projects

The Permittee may restore locations with existing bank erosion or scour problems to improve riparian habitat value and water quality. Restoration activities would likely involve the following steps: removal of non-native vegetation; re-grading eroded, scoured, or undercut portions of the creek to more stable and natural topography; and bio-stabilization of the restoration area to prevent future erosion.

Bio-stabilization would involve installing biodegradable geotextile fabric (e.g., coconut coir erosion control blankets, fiber rolls) and native riparian vegetation to stabilize the restoration area and provide long-term riparian habitat. The streambank may be stabilized with a combination of biodegradable geotextile fabric and fast-growing native species, which may include common buttonbush (*Cephalanthus occidentalis*), sandbar willow (*Salix exigua*), or native sedge (*Carex* sp.) and rush (*Juncus* sp.). Banks and floodplains would be planted with riparian trees and shrubs typical to the region and may include Fremont cottonwood (*Populus fremontii*), California sycamore (*Platanus racemosa*), white alder (*Alnus rhombifolia*), Goodding's black willow (*Salix gooddingii*), California buckeye (*Aesculus californica*), blue elderberry (*Sambucus mexicana*), or common buttonbush. Herbaceous understory species including California mugwort (*Artemisia douglasiana*), California blackberry (*Rubus ursinus*), sedge, rush, or poison oak (*Toxicodendron diversilobum*) may be added to the restoration site above the ordinary high water mark (OHWM) either by installing plugs or broadcasting a seed mix.

Invasive Species Removal

The Permittee may remove non-native vegetation (e.g., Arundo, periwinkle, English ivy, Algerian ivy, Chinese tallow, red sesbania, Spanish broom, scotch broom, tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, green fountain grass, eucalyptus, saltcedar, Russian olive, water hyacinth, edible fig) and install native vegetation either by applying a native seed mix or installing container plants.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: fish species including Central Valley steelhead (*Oncorhynchus mykiss irideus*); amphibians including western spadefoot (*Spea hammondi*), foothill yellow-legged frog (*Rana boylei*), California red-legged frog (*Rana draytonii*); reptiles including western pond turtle (*Actinemys marmorata*); nesting and migratory birds including burrowing owl (*Athene cunicularia*), grasshopper sparrow (*Ammodramus savannarum*), purple martin (*Progne subis*), Swainson's hawk (*Buteo swainsoni*), tricolored blackbird (*Agelaius tricolor*), California black rail (*Laterallus jamaicensis coturniculus*), song sparrow (*Melospiza melodia*), yellow-breasted chat (*Icteria virens*), and yellow warbler (*Setophaga petechia*); roosting bats; invertebrates including valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), vernal pool fairy shrimp (*Branchinecta lynchi*), vernal pool tadpole shrimp (*Lepidurus packardii*), and conservancy fairy shrimp (*Branchinecta conservation*); special status plants including Boggs Lake hedge-hyssop (*Gratiola heterosepala*), dwarf downingia (*Downingia pusilla*), and legenere (*Legenere limosa*); and other aquatic and terrestrial plant and animal species.

The adverse effects the project could have on the fish or wildlife resources identified above include: disturbance of amphibian breeding pools; disturbance of bat roosts; loss of foraging, nesting, and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by maintenance activities; impediment to migration of aquatic and terrestrial species during maintenance; direct loss of resources for aquatic organisms; introduction of sedimentation or other pollutants into the watercourse; short-term release of contaminants (e.g., incidental from maintenance activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank stability following removal of sediment, debris, or obstructions; increase in bank erosion following vegetation removal; disturbance from maintenance activity; diversion of flow water from, or around, maintenance sites; and dewatering.

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, the approved VRF, 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, the CDFW shall work with Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 Does Not Authorize "Take". This Agreement does not authorize "take" of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.
- 1.6 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (SCH No. 2020060564), and all associated documents adopted by the Permittee as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the project commences.
- 1.7 Verification Request Form (VRF): The VRF is provided by CDFW to the Permittee as an Exhibit to this Agreement (**Exhibit D**). The Permittee shall complete the VRF for all project submissions not related to culvert replacement.
 - 1.7.1 Submission of the VRF: The Permittee shall complete and submit a VRF to CDFW, for review and approval, at least ten (10) business days prior to commencing routine maintenance work. The Permittee shall submit to R2LSA@wildlife.ca.gov.
 - 1.7.2 Content of the VRF: The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated biological surveys, drawings, maps, etc. In any areas where species protected under the CESA may be present, work may only occur after the area has been surveyed by a Designated Biologist and the Permittee has determined that work can occur without the possibility of take. Any VRFs submitted to CDFW for work in those areas must include a copy of the

biological survey and/or methodology used. For culvert replacement projects, please see Measure 1.8.

- 1.7.3 Administrative Changes to the VRF: The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information or update the information needed by the Permittee or CDFW.
- 1.7.4 VRF Fees: Fees associated with the projects identified by each VRF shall be submitted annually to CDFW (see Measure 5 “Fees” below).
- 1.7.5 Receipt of VRF: Upon receipt of a VRF, CDFW may acknowledge receipt of any VRF in the form of an email response to the Permittee contact person identified on the VRF. However, such acknowledgement shall not be deemed an approval by CDFW that the Permittee may begin the work described on the VRF.
- 1.7.6 Consistency with this Agreement: Within ten (10) business days of receipt, CDFW shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement, and provide response to the Permittee. If CDFW does not respond within ten (10) business days of receipt, the VRF shall be considered approved by CDFW and work may commence without additional approval.
- 1.7.7 Concurrence of Work: If CDFW determines the work described in the VRF is consistent with and covered by this Agreement the Permittee may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement. This may include a site visit by CDFW for field confirmation. CDFW may grant its approval by doing one of the following:
 - a) Prior to the proposed start date in the VRF, CDFW staff will complete the bottom portion of the submitted VRF, check the appropriate “Notice of Concurrence” box and return the approved VRF to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list) stating the Permittee may proceed with the work described in the VRF.
 - b) Allow the agreed upon comment period to lapse by not responding to the VRF within the appropriate timeframe.
- 1.7.8 Concurrence of Work with Comments: If CDFW determines the Project described in the VRF is consistent with and covered by this Agreement, but needs to provide clarification, guidance, or other comments, CDFW staff will complete the bottom portion of the submitted VRF, check the appropriate “Notice of Concurrence with Comments” box and return the approved VRF to the Permittee staff identified on the VRF (and any Permittee employees on the distribution list) stating the Permittee may

proceed with the work described in the VRF. Permittee shall complete the Project in accordance with the terms and conditions of this Agreement and consistent with the approved VRF.

- 1.7.9 Non-Concurrence of Work. If CDFW determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, CDFW shall send by email a notice of non-concurrence to the Permittee contact person identified in the VRF and all the Permittee employees on the email distribution, in which case CDFW must send the notice prior to the proposed start date in the VRF. If CDFW submits a notice of non-concurrence, CDFW shall specify the basis for its non-concurrence and describe the actions the Permittee will need to take before it may begin the work.
- 1.7.10 Urgent Review Requested. In cases where the Permittee must expedite work based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, or the discovery of unforeseen circumstances, the Permittee shall submit to CDFW a VRF for the work a minimum of two (2) business days prior to beginning said work. The VRF shall include a description of the reason why urgent review is needed. Urgent VRFs shall not apply to culvert replacements.
- 1.8 Sub-Notification Form (SNF) for Culvert Replacement. For each proposed culvert replacement project as described in the Project Description, the Permittee shall submit a SNF (**Exhibit C**), instead of a VRF, and supporting documents to CDFW.
- 1.8.1 Submission of the SNF: The Permittee shall complete and submit a SNF to CDFW at least twenty (20) business days prior to commencing the culvert replacement. The Permittee shall complete the SNF and submit to R2LSA@wildlife.ca.gov.
- 1.8.2 Content of the SNF: The SNF shall include supporting documents for the culvert replacement, including but not limited to: photos, updated biological surveys, design plans, hydrologic study, maps, etc. In any areas where species protected under the CESA may be present, work may only occur after the area has been surveyed by a Designated Biologist and the Permittee has determined that work can occur without the possibility of take. Any SNF submitted to CDFW for work in those areas must include a copy of the biological survey and/or methodology used.
- 1.8.3 Receipt of SNF. Upon receipt of a SNF, CDFW may acknowledge receipt in the form of an email response to the Permittee contact person identified on the SNF. However, such acknowledgement shall not be deemed an approval by CDFW that the Permittee may begin the work described on the SNF.

- 1.8.4 CDFW Review Period. Upon receipt of the SNF for culvert replacement projects, CDFW shall begin reviewing the documents for completeness, consistency with this Agreement, and for potential adverse impacts to fish and wildlife resources. No more than twenty (20) business days after receiving the SNF, CDFW shall provide the Permittee a concurrence or non-concurrence response on all complete SNFs. If CDFW does not respond within twenty (20) business days of receipt, the SNF shall be considered approved by CDFW and work may commence without additional approval.
- 1.8.5 Incomplete Determination. If during the twenty (20) business day review period, CDFW determines that the SNF is incomplete, it shall inform the Permittee of the additional information that is required to make the SNF complete. CDFW shall not make a concurrence determination on an incomplete SNF.
- 1.8.6 Criteria for Concurrence. CDFW shall concur with the SNF if: 1) The project described therein is consistent with the Project Description of this Agreement; 2) the protective measures identified in the SNF protect those fish and wildlife resources that the project could adversely affect, as previously determined prior to the concurrence with the SNF; 3) the fee submitted with the SNF is correct (see Measure 5); and 4) any potential impacts resulting from the implementation of the project has been analyzed pursuant to the CEQA Mitigated Negative Declaration (SCH No. 2020060564).
- 1.8.7 Concurrence of Work with Comments. If CDFW determines the Project described in the SNF is consistent with and covered by this Agreement, but needs to provide clarification, guidance, or other comments, CDFW staff will complete the bottom portion of the submitted SNF, check the appropriate "Notice of Concurrence with Comments" box and return the approved SNF to the Permittee staff identified on the SNF (and any Permittee employees on the distribution list) stating the Permittee may proceed with the work described in the SNF. Permittee shall complete the Project in accordance with the terms and conditions of this Agreement and consistent with the approved SNF.
- 1.8.8 Non-concurrence. If the SNF is not consistent with this Agreement or if potential impacts to fish and wildlife resources are not adequately addressed, CDFW shall notify Permittee in writing of the non-concurrence and explain the actions necessary to address any deficiency, including the need for additional protective measures to protect fish and wildlife resources. In response, Permittee may: 1) revise the SNF to address the reasons for non-concurrence or 2) Notify for an individual Lake and Streambed Alteration Agreement (outside of this Agreement) for the project receiving non-concurrence.

- 1.8.9 Administrative Changes to the SNF. The SNF may be administratively updated through the term of this Agreement, to reflect changes in contact information or update the information needed by the Permittee or CDFW.
- 1.8.10 Sub-Notification Fees. Fees associated with the project identified by each SNF shall be submitted at the time of SNF submittal (Note: SNF fees are different from VRF fees. See Measure 5. Fees, below).
- 1.9 CESA Compliance: In any areas where species protected under CESA may be present, work may only occur if one of the following conditions have been met:
 - 1.9.1 The area has been surveyed for state-listed species that may be present in the project area by the Designated Biologist and it has been determined that the work can occur without the possibility of take. Any VRFs or SNFs submitted to CDFW for work in those areas must include a results of the biological survey and methodology used to determine the absence or avoidance of take of state listed species.
 - 1.9.2 Work will occur in accordance with an Incidental Take Permit or other take authorization issued pursuant to CESA.
- 1.10 Emergency work: This Agreement does not apply to emergency work by the Permittee. The Permittee shall complete any emergency work in accordance with Fish and Game Code Section 1610 and submit the emergency notification by following the instructions found on CDFW's Environmental Permit Information Management System (EPIMS) website at <https://epims.wildlife.ca.gov>.
- 1.11 Notification of Project Changes. If the Permittee determines that project changes are required following submittal of the VRF or SNF, the Permittee shall submit a revised VRF or SNF identifying all changes to the project. The Permittee shall provide information on project changes to CDFW as early as possible. If CDFW determines the project changes are substantial, it shall reevaluate whether the project, with changes incorporated, still qualifies for authorization under this Agreement. CDFW shall respond to the Permittee in writing within ten (10) business days of receiving the project change information.
- 1.12 Project Delays. In the event the Permittee needs to modify the project work window specified on the VRF or SNF, the Permittee shall submit a revised VRF or SNF as soon as the Permittee identifies the need for the modification.
- 1.13 Maintenance work not covered by this Agreement: Maintenance work not covered by or consistent with this Agreement shall include any routine maintenance work not identified in the Project Description and outside of the Project Location as specified in this Agreement, regardless of whether the work is otherwise consistent with this Agreement. For routine maintenance work not covered by this Agreement and subject to Fish and Game Code Section 1602, the Permittee shall notify CDFW in accordance with that section before beginning

the work. See CDFW's website <https://www.wildlife.ca.gov/Conservation/LSA> for instructions for providing notification of Lake or Streambed Alteration to CDFW.

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 Work Period for Earthmoving. Earthmoving work, including sediment removal, within 150 feet of a flowing stream shall be restricted to periods of low stream flow and dry weather (National Weather Service 72-hour forecast for less than a 50% chance of rain). Revegetation, restoration, and erosion control work is not confined to this time period.
- 2.2 Secret Ravine and Antelope Creek Work Period. All work within the channel of Secret Ravine and Antelope Creek that involves vegetation removal; earth moving; silt, sand, and sediment removal; temporary water diversion; or similar activities shall be restricted to the period between June 1 and September 30 to avoid seasonal impacts to spawning salmonids, eggs, alevins, and emergent fry.
- 2.3 Work Period Modification. If the Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). The Permittee shall submit a written request for a work period variance to CDFW. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance.

Biological Resources

- 2.4 Designated Biologist. **At least thirty (30) days before training or pre-maintenance activity surveys are conducted,** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present in the project area.

- 2.5 General Project Surveys. Upon review of the VRF or SNF for any project, CDFW may request an additional habitat assessment, species specific survey, and/or the presence of a Designated Biologist during maintenance activities. Habitat assessments shall be general in nature and include potential impacts to wildlife at the project site. Species surveys should include focused results for habitat and presence. Since this Agreement includes many watercourses and many habitat types, surveys should be specific to each project site.
- 2.6 Designated Biologist On-site with Stop work Authorization. In any areas where suitable habitat for special-status species may be present, the Permittee shall have a Designated Biologist on site during initial ground- or vegetation-disturbing activities and shall be on call daily to ensure that Agreement conditions are being met and implemented to minimize impacts to fish and wildlife species and habitat. The Designated Biologist shall be responsible for conducting pre-maintenance surveys within the project area and monitoring the initiation of all ground- and vegetation-disturbing activities subject to this Agreement. The Designated Biologist shall have the authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. If any special-status species are found, maintenance activities shall cease and the Permittee shall notify CDFW immediately if there is a threat of harm to any sensitive species, or other aquatic wildlife.
- 2.7 Annual Environmental Awareness Education. The Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site and on an annual basis. The program shall consist of a presentation from the Designated Biologist or another CDFW-approved biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present in the project area. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special-status species that may be 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 workers, and the same instruction shall be provided for any new workers prior to their performing work under this Agreement.
- 2.7.1 Invasive Species Education Program. Permittee shall conduct an Invasive Species Education Program for all persons working within the project site prior to the commencement of any project activities. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the invasive species currently present within the project site as well as those that may pose a threat to or have the potential to invade the project area. The discussion shall include a physical description of each species and information regarding their habitat preferences, local and statewide distribution, modes of dispersal, and impacts. The program shall also include a discussion of best management practices (BMPs) to

be implemented in the project area to avoid the introduction and spread of invasive species into and out of individual project sites. The program shall be repeated annually until the end of the Agreement term. Copies of program materials shall be made available for workers to reference as needed.

- 2.7.2 *Sign-in Sheets.* Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and submitted with the annual reports required by Measure 4.2 of this Agreement.
- 2.7.3 *Fact Sheets.* The Permittee shall prepare and distribute cards or fact sheets that contain the species or sensitive resource information for workers to carry while onsite.
- 2.8 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed on its own volition.
- 2.9 Special-Status Species encountered during work. If the Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to CESA, work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.10 Nesting Bird Survey. If project-related activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist within three (3) business days prior to the beginning of project-related activities. The Designated Biologist shall survey the area within a 500-foot (for migratory birds) and 1/2-mile (for raptors) radius around the project area that can be accessed by Permittee. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.
- 2.10.1 Active Nests. If an active nest is found, active nests should be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

- 2.10.2 Project Delay. If a lapse in project-related work of fourteen (14) calendar days or longer occurs, the Designated Biologist shall complete another focused survey before project work can be reinitiated.
- 2.10.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code Sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.
- 2.11 Burrowing Owl Survey. Within 14 days prior to the start of maintenance activities within 500 feet of burrowing owl habitat, the Designated Biologist shall conduct a burrowing owl take avoidance survey consistent with the 2012 Staff Report on Burrowing Owl Mitigation (2012 Staff Report) which is available at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843>. The survey area shall include all areas of potentially suitable burrowing owl habitat within 500 feet of the project impact area. The Designated Biologist shall inspect all burrows that exhibit typical characteristics of owl activity such as whitewash, pellets, feathers, animal dung, etc. The results of the survey shall be submitted to CDFW for review. If it is evident that the burrows are actively being used, the Permittee shall not commence activities and shall contact CDFW. Additional avoidance, minimization, and/or mitigation measures may be required and will be developed in coordination with CDFW. The project may not commence until an avoidance and minimization plan is approved by CDFW.
- 2.11.1 Burrowing Owl Mitigation and Monitoring Plan. If burrowing owls are found and cannot be avoided without passive exclusion from burrows, a Burrowing Owl Exclusion Plan shall be submitted to CDFW for review and approval prior to passive exclusion of owls. The Burrowing Owl Exclusion Plan shall describe proposed passive relocation and monitoring plans. The plan shall include the number and location of occupied burrow sites and details on adjacent or nearby suitable burrows available to excluded owls. If no suitable burrows are available nearby, details regarding the creation of artificial burrows (e.g., numbers, locations, type of burrows, diagrams, etc.) shall also be included in the plan. The plan shall also include a proposal to preserve in perpetuity nearby burrowing owl habitat as described in the 2012 Staff Report. Permittee shall mitigate by acquiring and permanently protecting via conservation easement ten (10) acres of known burrowing owl nesting and foraging habitat for every pair or unpaired burrowing owl passively excluded.
- 2.12 Swallow Inspection. Maintenance activities on bridges or other structures on which swallows may build nests shall either occur outside of the swallow nesting period (February 1st through August 31st) or frequent inspection of the bridge for nesting activity shall begin by February 1st. If swallows begin colonizing the bridge prior to beginning bridge work, all nest precursors (mud placed by swallows for construction of nests) shall be washed down or scraped at least once daily until swallows cease trying to construct nests. Nests may only be

removed if they are less than one-third (1/3) built. If the nest is greater than one-third (1/3) built, the Designated Biologist must inspect the nest to ensure no eggs or young are present. Permittee shall ensure that the nest precursor removals and/or nest inspections are conducted in a manner that does not harm or kill swallows or destroy their eggs.

- 2.13 Swainson's Hawk. If maintenance work is scheduled during the Swainson's hawk nesting season (March 1 to September 30), the Designated Biologist shall conduct a focused survey for active Swainson's hawk nests prior to beginning maintenance work. Surveys shall be conducted in all suitable Swainson's hawk nesting habitat within 1/2-mile of the project area. Surveys shall be consistent with the methodology described in *Recommended timing and methodology for Swainson's hawk nesting surveys in California's Central Valley*, which is available at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83990&inline>. If Swainson's hawk breeding activity is identified during any of the surveys or during construction activities, the Designated Biologist shall propose site-specific avoidance measures to CDFW that ensure that project activities do not disturb breeding hawks. If a Swainson's hawk nest is found, the Designated Biologist shall establish an appropriate no-disturbance buffer around the nest until such time as the young are fully fledged, have left and are no longer dependent on the nest, and are foraging independently of the parents. If at any time project activities appear to be causing agitation or disturbance in nesting Swainson's hawks, then Permittee shall cease work and consult with CDFW to determine how to proceed in compliance with CESA.
- 2.14 Western Spadefoot Toad. If maintenance activities are planned within western spadefoot breeding habitat including temporary rain pools, seasonal wetlands, pools/areas of slow-moving water within intermittent streams, etc., the Designated Biologist shall survey the maintenance area for western spadefoot eggs and larvae. If eggs and/or larvae are present, maintenance activities shall be postponed until the Designated Biologist determines they have metamorphosed and left the area on their own, or until the breeding habitat dries out.
- 2.15 Western Pond Turtle. Within 24 hours prior to initiation of maintenance activities, the Designated Biologist shall survey the site for western pond turtles or their nests. If western pond turtles are found in the work area, work shall not commence until the western pond turtles are no longer present. Western pond turtles shall be allowed to leave the site on their own. If a nest is found, Permittee shall contact CDFW to determine appropriate avoidance measures.
- 2.16 Special-Status Plant Surveys. If suitable habitat is present, the Designated Biologist shall survey the maintenance site for Boggs Lake hedge hyssop, dwarf downingia, legenere, and any other special-status plant species with the potential to be impacted by project activities. Surveys shall be conducted in accordance with CDFW's *Protocols for Surveying and Evaluating Impacts to Special Status Native Plant Populations and Natural Communities*, which is available here:

<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>. If any special-status plant species are present and may be affected by the project, adequate avoidance measures, including, but not limited to establishing a non-disturbance buffer around the plants using flagging, high-visibility fencing, or similar materials, shall be incorporated into the project. If special-status plant species cannot be avoided, suitable species-specific mitigation must be developed in consultation with CDFW, which may include a combination of on-site and off-site plant preservation and compensation measures.

- 2.17 California Black Rail. If project activities are proposed within 500 feet of a fresh emergent wetland area greater than or equal to 0.2 acre in size, or if a proposed project activity may alter the supply of water feeding a fresh emergent wetland area greater than or equal to 0.2 acre in size, then the Designated Biologist shall conduct a minimum of four surveys for California black rail prior to starting the project activities. Surveys shall be initiated sometime between March 15 and May 15. The survey dates shall be spaced at least ten (10) days apart and shall cover the time period from the date of the first survey through the end of June to early July. This will allow the surveys to encompass the time period when the highest frequency of calls is likely to occur. Surveys must be conducted during this time period, regardless of when the maintenance activity is scheduled to begin, and shall be conducted within one (1) year prior to the start of the maintenance activity. Surveys must be conducted using survey protocol based on the methods described in *Distribution of California Black Rails in the Sierra Nevada Foothills* (Richmond et al. 2008)¹. If a California black rail is determined to be present, the Designated Biologist shall establish a non-disturbance buffer that is wide enough to fully avoid any impacts to the species, and no less than 500 feet wide, around the outside perimeter of the occupied wetland. Permittee shall submit to CDFW a report on the California Black Rail survey methodology used and results of the survey along with the VRF or SNF for the activity.
- 2.18 Tricolored Blackbird. Permittee shall not remove habitat that supports a known occurrence of nesting tricolored blackbird at any time of year. Permittee shall avoid the removal of suitable tricolored blackbird nesting habitat such as areas of emergent wetland vegetation (i.e., bulrush, cattails, etc.) and thickets of thorny vegetation (i.e., blackberry, thistle, etc.) when possible. If suitable tricolored blackbird nesting habitat must be removed, then the Designated Biologist shall propose minimization measures, where feasible, to reduce the potential impact on the species. For example, rather than removing all of the nesting habitat at a site at once, the Designated Biologist may propose to phase the vegetation removal over multiple seasons so that some nesting habitat is present every year. Permittee shall not commence with habitat modification/removal until the

¹ Richmond, O.M., Tecklin, J. and Beissinger, S.R. (2008), Distribution of California Black Rails in the Sierra Nevada foothills. *Journal of Field Ornithology*, 79: 381-390. doi:[10.1111/j.1557-9263.2008.00195.x](https://doi.org/10.1111/j.1557-9263.2008.00195.x)

avoidance/minimization measures proposed by the Designated Biologist have been reviewed by CDFW.

- 2.19 Roosting Bats. If maintenance activities are planned in an area that may support roosting bats (such as bridges, culverts, sheds, or large trees), a Designated Biologist with expertise in bat biology shall survey the area for evidence of bat roosting (such as guano, stains or discoloration, vocalizations, and/or bats leaving and returning to roosts in the early morning and evening). If a roost is found, then the Designated Biologist shall identify the bats to the species level, evaluate the colony to determine its size and develop a plan to avoid, minimize, and mitigate disturbance to the roost for CDFW review. The plan shall include: 1) the exact location (in geographic coordinates and drawn on a map) and type (day roost or night roost; type of structure) of all roosting sites, 2) a description of each roosting site including photographs 3) the number of bats present at each roosting site at the time of visit (count or estimate), 4) the bat species present at each roosting site (include how the species was identified), 5) a detailed plan to avoid or minimize disturbance to the roost, and 6) species specific measures to compensate for the loss of suitable bat habitat (if applicable). Bats shall not be disturbed without specific notice to and consultation with CDFW.
- 2.20 Valley Elderberry Longhorn Beetle. Prior to any ground-breaking activity, the Designated Biologist shall survey the work area for elderberry shrubs. If elderberry shrubs are found, Permittee shall install a minimum 4-foot tall temporary, plastic mesh-type construction fence (Tensor Polygrid or equivalent) at least 20 feet around the dripline of all elderberry shrubs that can be avoided within or adjacent to the work zone. This fencing is intended to prevent encroachment by construction vehicles and personnel.
- 2.21 Vernal Pool Avoidance. Permittee shall not conduct maintenance activities or allow project-related disturbance within vernal pools or playas that remain seasonally inundated for two months or longer. If maintenance work or associated activities (such as access and staging) are proposed within 50 feet of one of these habitats, the boundary of the work area in proximity to the sensitive habitat shall be marked with highly visible fencing to prevent vehicles and personnel from encroaching into the protected habitat.
- 2.22 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

Temporary Water Diversion

- 2.23 Temporary Water Diversion Plan. If flowing water is present or reasonably anticipated, the Permittee shall submit with the VRF or SNF for approval a detailed temporary water diversion and/or dewatering plan to CDFW. Dewatering structures may include the use of sandbags, Port-a-dams, water bladder dams, K-rails or driven sheet metal coffer dams. CDFW will review the proposed water diversion method, to approve the plan or provide the requirements for that approval. The Permittee may not commence the temporary diversion of water without the explicit approval from CDFW.
- 2.24 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code § 5937.
- 2.25 Clean Obstruction Only. Any temporary dam or other artificial obstruction constructed by Permittee shall only be built from materials which will cause little or no siltation.
- 2.26 Non-Erodible Materials. Permittee shall use only clean non erodible materials in the construction of any water diversion device. All materials used for diversion of water shall be removed from the stream following completion of instream work each year.
- 2.27 Extra Sandbags. Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase due to rainy conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.28 Maintain Water Quality. Permittee shall divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.
- 2.29 Restore Normal Flows. Permittee shall restore normal flows to the affected stream immediately upon completion of work at that location.

Vegetation Removal

- 2.30 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project-related activities. All impact acreages shall be specified in each VRF or SNF and shall be subject to CDFW approval. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches

shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated cumulatively as one tree. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

- 2.31 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal except as described in the project description.
- 2.32 Retain Root Structures. The root structures of riparian vegetation help stabilize streambanks and soil and, after the plant dies, provide nutrients to invertebrates and fungi. Whenever possible, the root structures of removed vegetation shall be left intact.
- 2.33 Tree Pruning. Permittee may prune tree branches up to 6-feet (72-inches) above the ground. Tree pruning may be higher than 6-feet when required for utility easements or public safety. Tree pruning higher than 6-feet will be approved by CDFW on a case-by-case basis during the VRF or SNF process. When feasible, branches and limbs extending over the low flow channel shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat.
- 2.34 Herbicides. Permittee shall not apply herbicide within 50 feet of a stream unless it has been approved by the California Department of Pesticide Regulation for use in aquatic habitats. Permittee shall not apply herbicide within 50 feet of any vernal pools or playas. Herbicides shall be applied in accordance with label directions. Herbicides shall not be applied when weather parameters exceed label requirements. Herbicide use shall be limited to days when measured wind conditions are less than five miles per hour.
- 2.35 Retain Stumps. When feasible, the stumps of removed native trees and shrubs shall be left intact to allow stump sprouting and quickly regenerate the habitat.

Erosion Control/Stabilization

- 2.36 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs,

coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.

2.36.1 Monitoring. BMPs shall be monitored daily and repaired if necessary, to ensure maximum erosion and sediment control.

2.36.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.

2.36.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.37 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw wattles (fiber rolls) and erosion control blankets.

2.38 Removal of Silt from Barriers. Permittee shall remove silt collected around silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of maintenance activities and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream.

2.39 Removal of Barriers. Permittee shall remove non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).

2.40 Return Low-Flow Channel to Pre-project Conditions. If a stream channel is altered during maintenance activities, Permittee shall return its low-flow channel, as nearly as possible, to pre project conditions without creating a possible future bank erosion problem or a flat wide channel or sluice-like area. Permittee shall

return the gradient of the streambed margin to pre-project grade unless the change in grade is part of a restoration project or the result of sediment removal.

Avoid/Minimize the Effects of Equipment

- 2.41 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.42 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.43 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.44 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to

dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

- 2.45 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.46 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done where petroleum products or other pollutants from the equipment may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.47 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, unless otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

Debris Materials and Waste

- 2.48 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas above high water before such flows occur.
- 2.49 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris on the project site.
- 2.50 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.
- 2.51 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

- 2.52 Hazardous Materials. Debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.
- 2.53 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials and rubbish from the project area following completion of project activities.

3. Compensatory Measures

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

- 3.1 Compensatory Mitigation. Permittee shall mitigate for permanent impacts to habitat by creating, restoring, or enhancing habitat; purchasing habitat mitigation credits at a CDFW-approved mitigation bank or in-lieu-fee program; or a combination thereof as described below following the methodologies described in the HMMP listed in Measure 3.2 of this Agreement.
- 3.1.1 Habitat Enhancement. Habitat enhancement includes activities that improve but do not extensively change the function of existing habitat. Habitat enhancement activities may include removal of non-native plants, installation of native plants, erosion repair, bank stabilization, and the implementation of trash-abatement and invasive species control programs within existing wetland, riparian, and/or stream habitats. Permittee may use habitat enhancement to mitigate for permanent impacts at a 6:1 acre ratio.
- 3.1.2 Habitat Creation/Restoration. Habitat creation or restoration must include the expansion of wetland, riparian, or stream habitat and may include such projects as the removal/setback of berms or levees to reconnect a stream with its former floodplain; the removal of structures or paved areas within the riparian zone and subsequent revegetation; the installation of woody and herbaceous native plant species in previously unvegetated or severely degraded channels (where hydrologic conditions are suitable to support riparian species); and similar activities. Permittee may use habitat creation or restoration to mitigate for permanent impacts at a 3:1 acre

ratio.

- 3.1.3 **Tree Replacement.** If healthy native trees or shrubs with DBH of four (4) inches or greater must be removed, Permittee shall propose a plan to replace them in-kind based on cumulative DBH. Permittee shall obtain CDFW's approval of the replacement plan prior to removing the trees or shrubs.
- 3.2 **Habitat Mitigation and Monitoring Plan (HMMP).** **No later than 180 days after the execution of this Agreement,** the Permittee shall submit to CDFW for review and approval an HMMP that outlines a mitigation strategy to meet the requirements of Measure 3.1 of this Agreement. At a minimum, the HMMP shall include habitat creation and/or habitat enhancements activities; and/or mitigation bank credit purchase information. The HMMP shall explain how the proposed mitigation is sufficient to fully offset the permanent and temporary impacts associated with implementation of the Agreement. The HMMP should also include the following information if applicable to the mitigation option(s) selected by the Permittee:
- 3.2.1 A description of the existing physical conditions of the proposed mitigation site, including water resources and habitat types, a map that identifies the location and vicinity of the site, and a map on aerial photography that shows the area of the mitigation site;
 - 3.2.2 Information pertaining to the ownership and current use of the proposed mitigation site including any easements or other restrictions;
 - 3.2.3 A plan for the preparation of the restoration site, including the removal of non-native plant species and any physical modifications necessary such as grading, excavation, etc.;
 - 3.2.4 A local regional California native plant palette;
 - 3.2.5 The number and species of each tree and/or shrub to be planted;
 - 3.2.6 A planting plan which includes use of the local California native plant palette and the planting methodology including types of propagules to be used (i.e. container stock, cuttings, seeds, etc.), the source(s) of the propagules, the numbers of each species of container stock and cuttings to be planted and/or the area to be seeded;
 - 3.2.7 A description of how proposed mitigation activities will create the necessary conditions to allow long-term success of riparian or wetland vegetation (if proposing to install riparian or wetland vegetation in areas where it does not currently grow);
 - 3.2.8 Conceptual maps and drawings showing what the mitigation site will look

like upon completion of the mitigation activities;

3.2.9 A timeline for implementation;

3.2.10 A description of how watering will be undertaken and how long plantings will be watered;

3.2.11 Specific success criteria including, but not limited to, criteria for survival and cover for planted native species and maximum cover for non-native species;

3.2.12 Designated photo stations for future monitoring reports;

3.2.13 Descriptions of any foreseeable problems or challenges that may threaten the successful establishment of the replacements (e.g., herbivory by deer, beavers, or other animals; vandalism; irrigation issues; etc.), measures to prevent or minimize the impact of these problems (e.g., fencing, etc.), and contingency measures to be implemented if success criteria are not met; and

3.2.14 A monitoring and management plan that includes adaptive management strategies and measures to ensure that invasive plants are not introduced or allowed to sustain within the site. Plantings should be monitored for at least five (5) years, including at least two (2) without supplemental irrigation. Areas in which only plant species that establish quickly (such as certain grasses and forbs) may be monitored for three (3) years with written approval from CDFW.

3.3 Onsite Re-Vegetation and Restoration. Permittee shall re-vegetate and restore temporarily impacted areas to their former conditions as soon as possible and within one year following impacts. Permittee shall submit a site restoration plan, prepared by a qualified restoration specialist, to CDFW for review and written approval at least 30 days before implementing restoration activities. The restoration plan shall ensure recovery or enhancement of stream form and biological resource values. The restoration plan shall include a description of how the temporarily impacted area will be restored to its former grade, a plant palette of species to be used in re-vegetation, re-vegetation success criteria, a monitoring and reporting program, and corrective actions to be taken if success criteria are not met. Planted trees and shrubs should be monitored for at least five (5) years and until they meet the success criteria. Restoration plans for temporary impact areas may be included in the project's HMMP if the details of the impacts and restoration strategy are known when the HMMP is prepared, or they may be prepared separately. If prepared separately, they shall be included in the VRF or SNF for the associated maintenance activity.

3.4 Native Plant Materials Required. Mitigation plantings shall include only local plant materials native to the project area, unless otherwise approved by CDFW in

writing.

- 3.5 Native Genotype. If feasible, mitigation areas should be revegetated with propagules (seeds, cuttings, divisions) of locally collected native plants.
- 3.6 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.
- 3.7 Remediation. If mitigation fails to meet success criteria, the Permittee shall implement remedial measures such as replacement planting, additional watering, weeding, invasive species eradication, or any other measure necessary to meet success criteria. Replacement trees and shrubs shall be monitored for an additional five (5) years, and until success criteria are met.

4. Reporting Measures

Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Notification No. 1600-2018-0345-R2. Submit each report as instructed in Contact Information section, e-mail submittal is preferred. If the Permittee fails to provide timely status reports as required by this Agreement, CDFW may suspend or revoke the Agreement.

- 4.1 Upon completion of project activities as approved by each VRF or SNF, the project area shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) days of completion.
 - 4.2 For each year this Agreement is valid, the Permittee shall submit to CDFW by March 1st of the following year, an annual report detailing the status of the work authorized by this Agreement. The annual report shall include:
 - 4.2.1 An accounting of the total number of routine maintenance projects undertaken by the Permittee during the prior calendar year (which should equal the total number of VRFs and SNFs submitted to CDFW), and
 - 4.2.2 A summary of the work completed during the previous calendar year, including the status of any required restoration as described in Measure 4.3 below.
- CDFW shall review the annual report and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources.
- 4.3 Habitat Enhancement, Restoration, and Creation Annual Monitoring. Permittee shall submit an annual monitoring report to CDFW by March 1st of each year for three (3) to five (5) years after completion of each habitat enhancement,

restoration, and creation project required by Measures 3.1 through 3.3 of this Agreement. The report shall discuss the mitigation performance as it relates to the success criteria established for the restoration project. The report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced (if applicable), an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information including: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site. All revegetation efforts that fail within the monitoring period shall be replaced by October 1st of the year it was determined to have failed.

4.4 CNDDDB Observations. The Designated Biologist shall submit all observations of special-status species to CDFW's California Natural Diversity Database (CNDDDB) at <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data> within 60 calendar days of the observation and the Designated Biologist shall include copies of the submitted forms with the next Quarterly Compliance Report.

4.5 The Permittee shall provide a status report to CDFW every four (4) years from the effective date of this Agreement, as required in Fish and Game Code section 1605(g)(2). **The status report shall be delivered to CDFW no later than 90 days prior to the end of each four-year period** and shall include all of the following information:

- a. The status of the activities covered by this Agreement, including whether the activities remain the same or need to be amended.
- b. A status report with all the mitigation and restoration activities performed pursuant to Measures 3.1 through 3.3 of this Agreement.
- c. An evaluation of the success or failure of the measures in the Agreement to protect fish and wildlife resources that the activity may substantially adversely affect.
- d. A discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.

CDFW shall review the four-year status report and may conduct onsite inspections to confirm Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources, CDFW, in consultation with the Permittee, and within 60 days of receipt of the report, shall impose one or more new measures to protect fish and wildlife resources affected by the activity. If requested to do so

by the Permittee, CDFW shall make available the information upon which it determined the Agreement no longer protects the affected fish and wildlife resources.

If the Permittee disagrees with one or more of the measures, within thirty days of receiving the new measures, it shall notify CDFW, in writing, of the disagreement. The Permittee and CDFW shall consult regarding the disagreement. The consultation shall be completed within thirty (30) days after CDFW receives the Permittee's notice of disagreement. If CDFW and Permittee fail to reach agreement, the Permittee may request, in writing, the appointment of a panel of arbitrators to resolve the disagreement. Per the provisions of Fish and Game Code section 1603(b), the panel of arbitrators shall be established and appointed within fourteen days of the completed consultation. The panel of arbitrators shall issue a decision within fourteen days of the date it was established.

5. FEES

The per-project fee associated with each VRF submitted to CDFW under this Agreement shall be identified in CDFW's LSA fee schedule, at time of VRF submittal, as a "project fee" for a *Routine Maintenance Agreement*.

The per-project fee associated with each SNF submitted to CDFW under this Agreement shall be identified in CDFW's LSA fee schedule, and paid at the time of SNF submittal, for a *Standard Agreement*.

The billing cycle for routine maintenance projects associated with this Agreement, shall be based on the calendar year (Find CDFW's fee schedule at: <https://www.wildlife.ca.gov/Conservation/LSA>) and will be due to CDFW as follows:

- 5.1 For each year this Agreement is valid, the Permittee shall provide to CDFW by March 1st of the following year, a lump sum payment equal to the sum of all individual per project fees for each VRF submitted to CDFW during the prior year (January 1 – December 31).
- 5.2 If the Permittee is unable to provide a lump sum payment as described in Measure 5.1 of this Agreement, the Permittee may provide ongoing payment to CDFW upon submittal of each VRF.

CONTACT INFORMATION

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

The Permittee shall send all VRF and SNF submittals to the person(s) specified by CDFW, electronic submission is preferred. CDFW and the Permittee shall update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list.

To Permittee:

Richard Lawrence
City of Rocklin
4081 Alvis Court
Rocklin, CA 95677
Phone: (916) 625-5521
Email: richard.lawrence@rocklin.ca.us

To CDFW:

California Department of Fish and Wildlife
1701 Nimbus Road
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2018-0345-R2
Phone: 916-358-2885
Email: R2LSA@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 the 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 obtaining any other permits or authorizations that might be required under other federal, State, or local laws or regulations before beginning the project or an activity related to it.

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

Nothing in the Agreement authorizes 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 California Code of Regulations, Title 14, Section 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by 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 California Code of Regulations, Title 14, Section 699.5).

EXTENSIONS

In accordance with Fish and Game Code Section 1605(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 California Code of Regulations, Title 14, Section 699.5). CDFW shall process the extension request in accordance with Fish and Game Code Section 1605(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 per Fish and Game Code Section 1605(f).

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 http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire **twelve (12) years from the date signed by CDFW** 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(a) (2) requires.

EXHIBITS

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

- Exhibit A. Project Location
- Exhibit B. Watercourses Covered by Agreement
- Exhibit C. Sub-Notification Form (SNF) for Culvert Replacement
- Exhibit D. Verification Request Form (VRF) for this Agreement

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

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

FOR CITY OF ROCKLIN

Aly Zimmermann
City Manager

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Kelley Barker
Environmental Program Manager

Date

Prepared by: Patrick Moeszinger
Senior Environmental Scientist (Specialist)

Exhibit A: Project Location

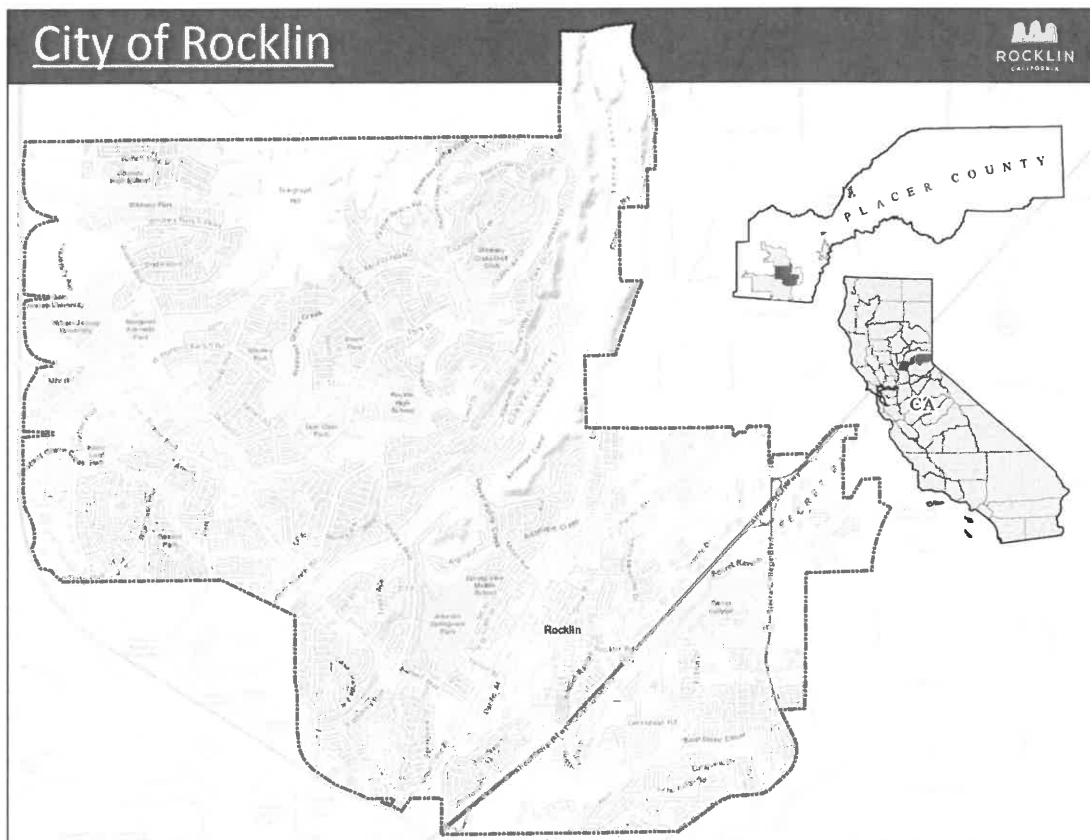


Exhibit B: Watercourses Covered by Agreement

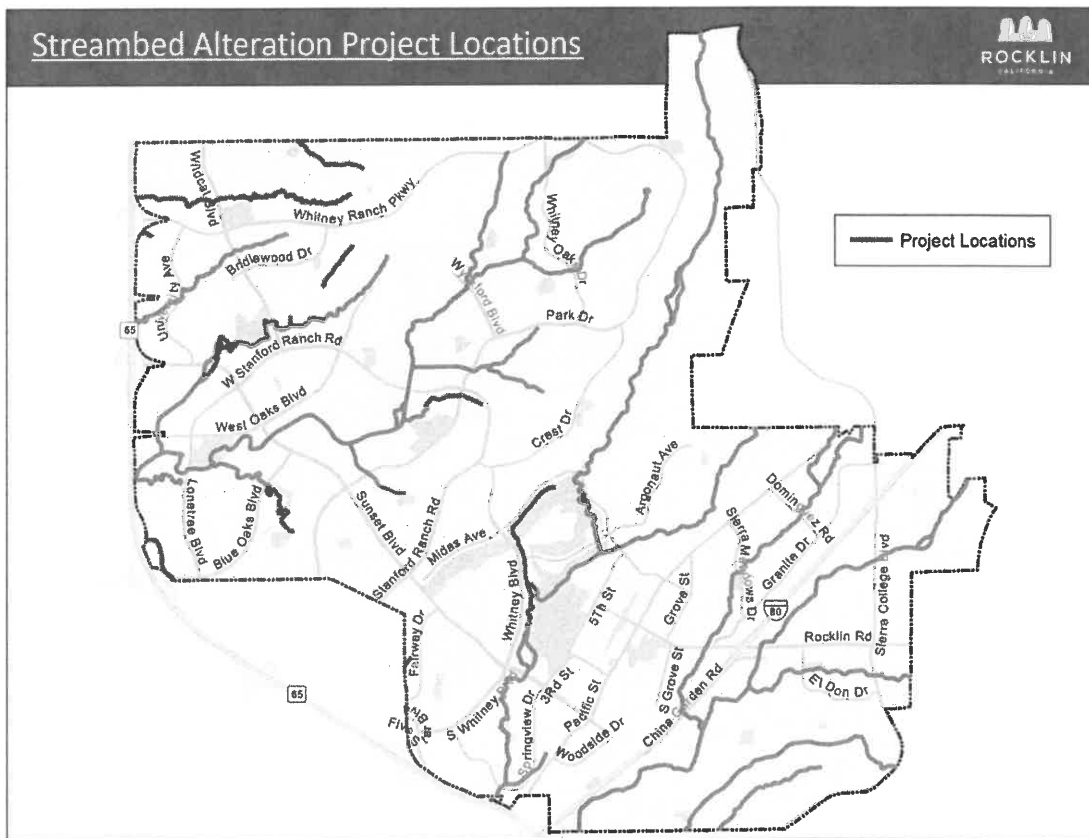


Exhibit C: Sub-Notification Form (SNF) for Culvert Replacement

SUB-NOTIFICATION FORM (SNF) FOR CULVERT REPLACEMENT

CITY OF ROCKLIN STREAMBED ALTERATION AGREEMENT FOR ROUTINE MAINTENANCE #1600-2018-0345-R2		Date of Sub-Notification: <input type="checkbox"/> Original Sub-Notification <input type="checkbox"/> Revision No.
Section 1: Information Provided by the Permittee (to be filled in by the Permittee)		
<i>Reference the LSA Agreement Measure 1.8 for processing this Sub-Notification Form</i>		
Contact Person: Phone Number:	Cell Number: Email:	
Project Cost: Project Fee (see the current <u>fee schedule</u> and Measure 5 of the Agreement to determine the appropriate fee):		
Name of Watercourse:		
Location or another identifier:		
Project Start Date:	Project End Date:	Number of Work Days:
<u>Authorized Maintenance Activities</u> <input type="checkbox"/> Culvert replacement <input type="checkbox"/> Other: <u>Work Requiring Variance</u> <input type="checkbox"/> Request to Work Outside RMA Dates <input type="checkbox"/> Other:	<u>Equipment</u> <input type="checkbox"/> Hand Tools <input type="checkbox"/> Chainsaw <input type="checkbox"/> Mower <input type="checkbox"/> Masticator <input type="checkbox"/> Bobcat <input type="checkbox"/> Chipper <input type="checkbox"/> Dozer <input type="checkbox"/> Tractor <input type="checkbox"/> Backhoe <input type="checkbox"/> Dump Trucks and Trailers <input type="checkbox"/> Excavator <input type="checkbox"/> Other: <u>Project Information</u> Estimated Acreage of Impacted Area: Lineal Feet of Work: Volume (e.g. cubic yards) of materials displaced, removed, or added: Will the project site be dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Description of Proposed Maintenance Activities:		
Description of measures to protect fish, wildlife, and plant resources:		

Types of materials to be removed, displaced, or added:	
Calculation showing how culvert sizing was determined in order to accommodate 100-year flows:	
Known environmental issues or other concerns:	
Please verify that R2LSA@wildlife.ca.gov has been CC'd on your email notification <input type="checkbox"/>	
Section 2: Project Maps, Photos, Plans (to be filled in by the Permittee)	
Please attach the following for the project site(s) and verify that they have been included: <input type="checkbox"/> Google Earth KMZ file, GIS Shape file, or aerial photo for each project location. As applicable, include the following information: <div style="margin-left: 20px;"> <input type="checkbox"/> Location of the activity <input type="checkbox"/> Project access (public/private roads or proposed new temporary access) <input type="checkbox"/> Location of staging area </div> <input type="checkbox"/> Representative site-specific photos for discrete locations <input type="checkbox"/> Engineering and/or design plans <input type="checkbox"/> Other:	
Section 3: Designated Biologist (to be filled in by the Permittee)	
Has the Designated Biologist reviewed this Sub-Notification?: <input type="checkbox"/> Yes <input type="checkbox"/> No Surveys Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No Name of Designated Biologist: _____ Date: _____	
Section 4: CDFW Approval (to be filled in by CDFW staff)	
<i>In accordance with Conditions set forth in the LSA Agreement between the California Department of Fish and Wildlife (CDFW) and the City of Rocklin (Permittee) for Routine Maintenance in the City of Rocklin, the Permittee hereby notifies CDFW of its intent to perform culvert replacement activities under its jurisdiction.</i>	
CDFW Approver (insert electronic signature below): <div style="height: 60px;"></div>	Date CDFW Responded to the Permittee: Phone Number: Email: Sub-Notification #: Year:

- ☐ **Notice of concurrence**
 - ☐ Work can begin as scheduled
 - ☐ Work can begin immediately
- ☐ **Notice of concurrence with conditions (See CDFW comments below)**
 - ☐ Work can begin as scheduled
 - ☐ Work can begin immediately
 - ☐ Work can begin pending survey results
- ☐ **Notice of non-concurrence with comments (See CDFW comments below)**

Comments:

Exhibit D: Verification Request Form (VRF) for this Agreement

VERIFICATION REQUEST FORM (VRF)

CITY OF ROCKLIN Streambed Alteration Agreement for Routine Maintenance #1600-2018-0345-R2		Date of Request: <input type="checkbox"/> ORIGINAL REQUEST <input type="checkbox"/> REVISION NO.
Section 1: Information Provided by the Permittee (to be filled in by the Permittee)		
<i>Reference the LSA Agreement Measure 1.7 for processing this VRF</i>		
Contact Person: Phone Number:	Cell Number: Email:	
<input type="checkbox"/> Routine Maintenance Ten (10) Business Day Notice <input type="checkbox"/> Urgent – Minimum Two (2) Business Day Notice (describe urgency below) <i>Describe Urgent Request:</i> Name of Watercourse:		
Location or another identifier:		
Project Start Date:	Project End Date:	Number of Work Days:
<u>Authorized Maintenance Activities</u> <input type="checkbox"/> Vegetation management <input type="checkbox"/> Sediment and debris removal <input type="checkbox"/> Crossing and culvert maintenance and repair <input type="checkbox"/> Structure repair and maintenance <input type="checkbox"/> Other: <u>Routine Maintenance Requiring Variance</u> <input type="checkbox"/> Request to Work Outside RMA Dates <input type="checkbox"/> Other:	<u>Equipment</u> <input type="checkbox"/> Hand Tools <input type="checkbox"/> Chainsaw <input type="checkbox"/> Mower <input type="checkbox"/> Masticator <input type="checkbox"/> Bobcat <input type="checkbox"/> Chipper <input type="checkbox"/> Dozer <input type="checkbox"/> Tractor <input type="checkbox"/> Backhoe <input type="checkbox"/> Dump Trucks and Trailers <input type="checkbox"/> Excavator <input type="checkbox"/> Other: <u>Project Information</u> Estimated Acreage of Impacted Area: Lineal Feet of Work: Volume (e.g. cubic yards) of materials displaced, removed, or added: Will the project site be dewatered? <input type="checkbox"/> Yes <input type="checkbox"/> No Does project include culvert replacement? <input type="checkbox"/> Yes <input type="checkbox"/> No. If yes, please complete the sub-notification form for the culvert replacement.	
Description of Proposed Maintenance Activities:		

Types of materials to be removed, displaced, or added:	
Known environmental issues or other concerns:	
Please verify that R2LSA@wildlife.ca.gov has been CC'd on your email notification <input type="checkbox"/>	
Section 2: Project Maps, Photos, Plans <i>(to be filled in by the Permittee)</i>	
<p><i>Please attach the following for the project site(s) and verify that they have been included:</i></p> <p><input type="checkbox"/> Google Earth KMZ file, GIS Shape file, or aerial photo for each project location. As applicable, include the following information:</p> <ul style="list-style-type: none"><input type="checkbox"/> Location of the activity or if multiple activities, the location of each activity<input type="checkbox"/> Project access (public/private roads or proposed new temporary access)<input type="checkbox"/> Location of staging area <p><input type="checkbox"/> Representative photos for large-scale sites or site-specific photos for discrete locations</p> <p><input type="checkbox"/> Engineering and/or design plans (if relevant)</p> <p><input type="checkbox"/> Other:</p>	
Section 3: Designated Biologist <i>(to be filled in by the Permittee)</i>	
Has the Designated Biologist reviewed this VRF?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Surveys Attached?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
Name of Designated Biologist: _____ Date: _____	
Section 4: CDFW Approval <i>(to be filled in by CDFW staff)</i>	
<i>In accordance with Conditions set forth in the LSA Agreement between the California Department of Fish and Wildlife (CDFW) and the City of Rocklin (Permittee) for Routine Maintenance within the City of Rocklin, the Permittee hereby notifies CDFW of its intent to perform routine maintenance activities under its jurisdiction.</i>	
CDFW Approver (insert electronic signature below):	Date CDFW Responded to the Permittee:
	Phone Number:
	Email:
	VRF#:
	Year:

- ☐ **Notice of concurrence**
 - ☐ Work can begin as scheduled
 - ☐ Work can begin immediately
- ☐ **Notice of concurrence with conditions (See CDFW comments below)**
 - ☐ Work can begin as scheduled
 - ☐ Work can begin immediately
 - ☐ Work can begin pending survey results
- ☐ **Notice of non-concurrence with comments (See CDFW comments below)**

Comments: