



California Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670-4599
916-358-2900
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor
CHARLTON H. BONHAM, Director



NOV 12 2015

Date

Elisa Sabatini
Yolo County Natural Resources Division
625 Court Street, Room 202
Woodland, CA 95695

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2014-0054-R2
Cache Creek Resources Management Plan Routine Maintenance Agreement

Dear Ms. Sabatini:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Cache Creek Resources Management Plan Routine Maintenance Agreement (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Bob Hosea, Environmental Scientist at (916) 358-1124 or by email at Bob.Hosea@wildlife.ca.gov.

Sincerely,

Tina Bartlett
Regional Manager

cc: Bob Hosea, Bob.Hosea@wildlife.ca.gov

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



**STREAMBED ALTERATION AGREEMENT
FOR ROUTINE MAINTENANCE**
NOTIFICATION No. 1600-2014-0054-R2
YOLO COUNTY NATURAL RESOURCES DIVISION

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and Yolo County Natural Resources Division (Permittee) as represented by Elisa Sabatini, Natural Resources Analyst.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified the Department on March 14, 2014, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located within the County of Yolo along Lower Cache Creek extending from the Capay Dam to the town of Yolo, immediately west of the Interstate Highway 5 Bridge crossing of Cache Creek. The project area is mapped in Exhibit A and would only include the bed, bank channel and riparian corridors associated with Lower Cache Creek, not extending beyond the landward boundary of the riparian zone. Tributaries to Cache Creek are not included within the project location except at their confluence with Cache Creek.

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.

“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 the Department, 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.

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

MAINTENANCE WORK

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

- a) Debris or Obstruction Removal. The Permittee may remove debris, trash, rubbish, flood-deposited woody and herbaceous vegetation, downed trees, branches, and associated debris that substantially obstruct (or could obstruct) water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures.
- b) Silt, Sand, or Sediment Removal. The Permittee may remove or displace silt, sand, gravel, or sediment in the immediate vicinity (Affecting no more than 0.05 acres of CDFW jurisdictional areas at each project location) of man-made facilities or structures that substantially obstruct water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or bridge structures, or could do so.
- c) Vegetation Control in Channels or On Banks. The Permittee may trim, mow, native grasses, shrubs, and woody growth to maintain the banks of the watercourse(s). The Permittee may cut, trim, or remove the lower branches (up to a vertical height of 60 inches) of large trees to facilitate site inspections and maintain channel capacity. The Permittee may remove dead trees, dying trees, and new trees less than 4-inches diameter at breast height (dbh) to maintain channel capacity and prevent erosion. 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 as one tree. The Permittee may remove non-native vegetation in such a manner that stream bank and levee integrity or shaded riverine habitat will not be significantly compromised, to maintain channel capacity and improve native habitat. Permittee will restore all vegetation removed from areas of the bed or bank of the creek where it has been denuded, at a ratio of at least 1:1, using locally native species of

plants (non-native trees will be replaced with native trees, non-native bushes/shrubs with native bushes/shrubs, etc.). The Permittee may cut, mow or remove emergent native aquatic vegetation to the minimum degree necessary to maintain channel capacity. All vegetation control methods will be specified in the specific VRF and will be subject to CDFW approval on a case by case basis. Herbicides registered in the State of California for use in aquatic habitats may be used for vegetation control.

- d) Minor Erosion Control Work. The Permittee may slope, place earthen fill, and install rock slope protection, or take other necessary measures to control erosion on the banks. Such work shall not exceed 150 linear feet in length per project site (a project site may not exceed a distance of 200 linear feet of stream). For purposes of placement of rock slope protection and bank erosion control, individual project sites must be separated by a distance of at least 1,500 feet. The Permittee shall use plantings of native vegetation for purposes of bank protection and erosion control. There is no distance limit to use of native vegetation for this purpose.

PROJECT IMPACTS

Project impacts that could occur if the measures to protect fish and wildlife are not followed are as follows: decline or loss of riparian habitat; change to, or loss or decline of natural creek bed substrate; temporary and permanent loss of nesting habitat for migratory bird species including Swainson's Hawk (*Buteo swainsoni*), Tricolored Blackbird (*Agelaius tricolor*) and Bank Swallow (*Riparia riparia*); loss of roosting habitat for various species of bats including the Western red bat (*Lasiurus blossevillii*); potential impacts to downstream water quality after rain events through movement of sediments disturbed as a result of in-channel activities.

Existing fish or wildlife resources that could be adversely affected by project activities include: nesting raptors including Swainson's Hawk; migratory Neotropical song birds, colonially nesting bird species such as Bank Swallow and Tricolored Blackbird; bats including the vegetation roosting species such as the Western red bat; and aquatic and terrestrial species of reptiles and mammals (Exhibit C).

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 Department

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 the Department 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 Department shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that the Department 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 listed species. Take is defined 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, the Operator shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required State and federal threatened and endangered species permits.
 - 1.5.1 Special Status Species encountered during work: If Permittee encounters special status species during the conduct of Project Activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.
- 1.6 Verification Request Form (VRF): The VRF is provided by the Department to the Permittee as an Exhibit to this Agreement (Exhibit C). The Permittee shall complete a separate VRF for each individual project submission.
 - 1.6.1 Submission of the VRF: The Permittee shall complete the VRF and submit it to the Department, (preferably by email to R2LSA@wildlife.ca.gov).
 - 1.6.2 Content of the VRF: The VRF shall include supporting documents for the maintenance activity, including but not limited to: photos, updated biological surveys, drawings and/or maps, etc.
 - 1.6.3 Changes to the VRF: The VRF may be administratively updated through the term of this Agreement, to reflect changes in contact information.

- 1.6.4 VRF Fees: Fees associated with the projects identified by each VRF shall be submitted annually to the Department (see "Fees" below).
- 1.6.5 In any areas where species protected under the California Endangered Species Act may be present, work may only occur after the area has been surveyed by a qualified biologist and it has been determined that the work can occur without the possibility of Take.
 - a. Any VRFs submitted to the Department for work in those areas must include a copy of the biological survey and/or methodology used to determine the absence of listed species.
- 1.7 Timing of Maintenance Work: Ten days prior to commencing routine maintenance work, the Permittee shall complete and submit to the Department a VRF as described in Section 1.5 of the Agreement.
 - 1.7.1 Project Delays: In the event that the Permittee delays the project start date specified in the VRF by more than ten (10) days, the Permittee shall submit a revised VRF before beginning the project.
 - 1.7.2 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, and other limiting factors, the Permittee shall submit to the Department a VRF for the work a minimum of two (2) working days prior to beginning said work. The VRF shall be submitted as described in Section 1.5 of this Agreement and shall include a description of the reason why urgent review is needed.
- 1.8 Department Processing of the VRF
 - 1.8.1 Receipt of VRF: Upon receipt of a VRF, the Department may acknowledge receipt of any VRF in the form of an email response to the Permittee contact person identified in the VRF. However, such acknowledgement shall not be deemed an approval by the Department that the Permittee may begin the work described in the VRF.
 - 1.8.2 Consistency with the Agreement: Within ten (10) days of receipt, the Department 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.
 - 1.8.3 Concurrence of Work: If the Department determines that 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 the Department for field confirmation. The Department may grant its approval by doing one of the following:

- a) Prior to the proposed start date in the VRF, 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 that the Permittee may proceed with the work described in the VRF.
- b) Allow the agreed upon comment period to elapse by not responding to the VRF within the appropriate timeframe.

1.8.4 Non-Concurrence of Work: If the Department determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, prior to the proposed start date in the VRF, the Department shall return the VRF with the "Notice of Non-concurrence" box checked to the Permittee contact person identified in the VRF (and any Permittee employees on the distribution list). Within the notice of non-concurrence of VRF, the Department shall specify the basis for its determination and describe the actions the Permittee will need to take before beginning the work.

1.9 Emergency work: This Agreement does not apply to emergency work by the Permittee. The Permittee shall complete any emergency work in accordance with FGC Section 1610, and comply with the Notification requirement in FGC Section 1610 by completing the Notification of Emergency Work form found on the Department's website at <http://www.dfg.ca.gov/habcon/1600/Forms.html> and submitting it to the Department as instructed.

1.10 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 FGC Section 1602, the Permittee shall notify the Department in accordance with that section before beginning the work. See the Department website <http://www.dfg.ca.gov/habcon/1600.html> for instructions and forms for providing notification of Lake or Streambed Alteration to the Department.

2. Avoidance and Minimization Measures

Permittee shall meet each administrative requirement described below.

2.1 Work Period: All work occurring within the active channel of a watercourse shall be restricted to the period between April 1st and October 30th when flowing

water is absent from the stream or at a minimum flow. No work shall occur in the wetted portion of the stream channel. Water will be diverted around the site during any work within the dry portion of the stream.

- 2.1.1 Dry Period: The work period within watercourses shall be restricted to periods of low rainfall (less than one quarter inch per 24 hour period) and periods of dry weather. All erosion control measures shall be initiated prior to all storm events (more than a 30% chance of rain). Revegetation, restoration and erosion control work is not confined to this work period. Permittee shall monitor the National Oceanic and Atmospheric Administration (NOAA) 72-hr forecast for the project area.
- 2.1.2 Work Period Modification: By use of the VRF, Permittee may request a work period variance and shall explain the rationale for the variance.
- 2.2 Stream Diversion. When work in a flowing stream is unavoidable, Permittee shall divert the stream flow around or through the work area during construction operations, while maintaining appropriate flows in the natural channel for aquatic species. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location. Permittee shall implement all BMPs to minimize increases in turbidity following restoration of flows within the creek.
- 2.3 Leave Wildlife Unharmd: The Permittee shall allow any fish or wildlife it encounters during the course of maintenance work authorized by this Agreement to leave the work area unharmed.
- 2.4 Nesting Bird Survey: If project activities are scheduled during the nesting season of birds (February 15th to August 15th), a focused survey for active nests of such birds shall be conducted within 3 days prior to the beginning to project-related activities. The results of the nest survey shall be included with the VRF. If a lapse in project-related work of 15 days or longer occurs, another focused survey shall be required before project work can be reinitiated. Take of individual raptors, their nests, and eggs is currently prohibited under FGC Sections 86, 3503, 3503.5, and 3513.
- 2.4.1 Nesting Birds: If nesting birds are found during the survey, no vegetation shall be disturbed that contain active bird nests, and the Permittee shall propose an avian avoidance plan and submit to the Department. The Department shall respond within 10 days.
- 2.4.2 Removal of Trees/Shrubs During Fall/Winter Months. To avoid potential impact to tree nesting birds, trees and shrubs designated for removal may be cut down during the time period of August 15th to February 14th, provided the Permittee has determined that no birds are nesting, or using the site as a rookery. Perennial nest trees such as those used by eagles or other raptor species may not be removed without consultation

with the Department.

- 2.5 Tree Pruning: The Permittee may prune tree branches up to 6 feet above the ground. When feasible, branches and limbs extending over the river shall not be pruned to avoid potential impacts to shaded riverine aquatic habitat.
- 2.6 Vegetation Removal: Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for trees marked for removal on plans submitted to and approved by the Department, 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 Department representative. When trees of this size are removed, the root system shall be left undisturbed. If trees with trunks over 4 inches in diameter at 48 inches above the ground are to be removed, the Department shall be notified prior to removal and, if the Department deems necessary, Permittee shall obtain a separate Streambed Alteration Agreement pursuant to FGC Section 1602.
- 2.7 Hazardous Materials: Debris, soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, shall not be stored where it could be washed back into the channel or where it will cover aquatic or riparian vegetation. Equipment shall be stored in areas that any possible contamination from the equipment would not flow or be washed back into the channel. All debris shall be disposed of properly. Best Management Practices (BMPs) shall be employed to accomplish these requirements.
- 2.8 Bank Stabilization. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as, rock riprap that is free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt and broken or salvaged concrete shall not be considered acceptable materials.
- 2.9 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; 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.
- 2.10 Removal of Debris, Materials and Rubbish: The Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone. All such debris and waste shall be removed from the worksite daily and properly disposed of at an appropriate disposal site.

- 2.11 **Cease Operations:** If, in the opinion of the Department, conditions arise, or change in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures, approved by the Department, are taken.

3. Reporting Measures

Permittee shall meet each reporting requirement described below. When submitting each reporting requirement, refer to Notification No. 1600-2014-0054-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, the Department may suspend or revoke the Agreement.

- 3.1 The Permittee shall notify the Department within two working days of beginning work as approved by each VRF.

Upon completion of project activities as approved by each VRF, the project area shall be digitally photographed. Photographs shall be submitted to the Department within fifteen (15) days of completion.

- 3.2 For each year this Agreement is valid, the Permittee shall submit to the Department 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:

3.2.1 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 VRF's submitted to the Department), and

3.2.2 A summary of the work completed during the previous calendar year, including the status of any required restoration (survival, percent cover, and height of both tree and shrub species, number by species of plants replaced, an overview of the re-vegetation effort, and the method used to assess these parameters shall also be included), compensatory mitigation and/or monitoring.

The Department 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.

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

3.3.1 The status of the activities covered by this Agreement, including whether the activities remain the same or have been altered.

- 3.3.2 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.
- 3.3.3 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.
- 3.3.4 A copy of the original Agreement.

The Department 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 the Department determines that the measures in the Agreement no longer protect the fish and wildlife resources, the Department, 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, the Department 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 the Department, in writing, of the disagreement. The Permittee and the Department shall consult regarding the disagreement. The consultation shall be completed within thirty days after the Department receives the Permittee's notice of disagreement. If the Department 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 FGC 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.

If the Permittee fails to provide timely status reports as required by this Agreement, the Department may suspend or revoke the Agreement.

4. Fees

The per project fee associated with each VRF submitted to the Department under this Agreement is identified in the Department's current LSA fee schedule as a "project fee" for a Routine Maintenance Agreement. See the Department's website for a current fee schedule: <http://www.dfg.ca.gov/habcon/1600/Forms.html>.

The billing cycle for routine maintenance projects associated with this Agreement, shall be based on the calendar year and will be due to the Department as follows:

- 4.1 For each year this Agreement is valid, the Permittee shall provide to the Department 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 the Department during the prior year.

If the Permittee is unable to provide a lump sum payment as described in Section 4.1 of this Agreement, the Permittee may provide ongoing payment to the Department upon completing the work as described in each VRF.

CONTACT INFORMATION

Any communication that Permittee or the Department 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 the Department specifies by written notice to the other.

The Permittee shall send all VRF submittals to R2LSA@wildlife.ca.gov. The Department 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:

Yolo County Natural Resources Division
Elisa Sabatini, Natural Resources Analyst
625 Court Street, Room 202
Woodland, CA 95695
Phone: 530-666-8150
Fax: 530-668-4029
elisa.sabatini@yolocounty.org

To Department:

Department of Fish and Wildlife
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2014-0054-R2
Phone: 916-358-2885
Fax: 916-358-2912
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 the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

SUSPENSION AND REVOCATION

The Department 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 the Department 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 the Department 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 the Department to issue the notice.

ENFORCEMENT

Nothing in the Agreement precludes the Department 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 the Department's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

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

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

disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

Nothing in 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

The Department may amend the Agreement at any time during its term if the Department 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 the Department and the Permittee. To request an amendment, Permittee shall submit to the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter the Department 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 the Department a completed Department "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire twelve (12) years from the date signed by the Department, 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 FGC Section 1605(a)(2) requires.

EXHIBITS

- A. Project Area Map
- B. Verification Request Form (VRF) for this Agreement
- C. CDFW BIOS Map(s) of Project Area

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 the Department in accordance with FGC Section 1602.

CONCURRENCE

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

FOR YOLO COUNTY NATURAL RESOURCES DIVISION



Elisa Sabatini
Natural Resources Analyst




Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Tina Bartlett
Regional Manager

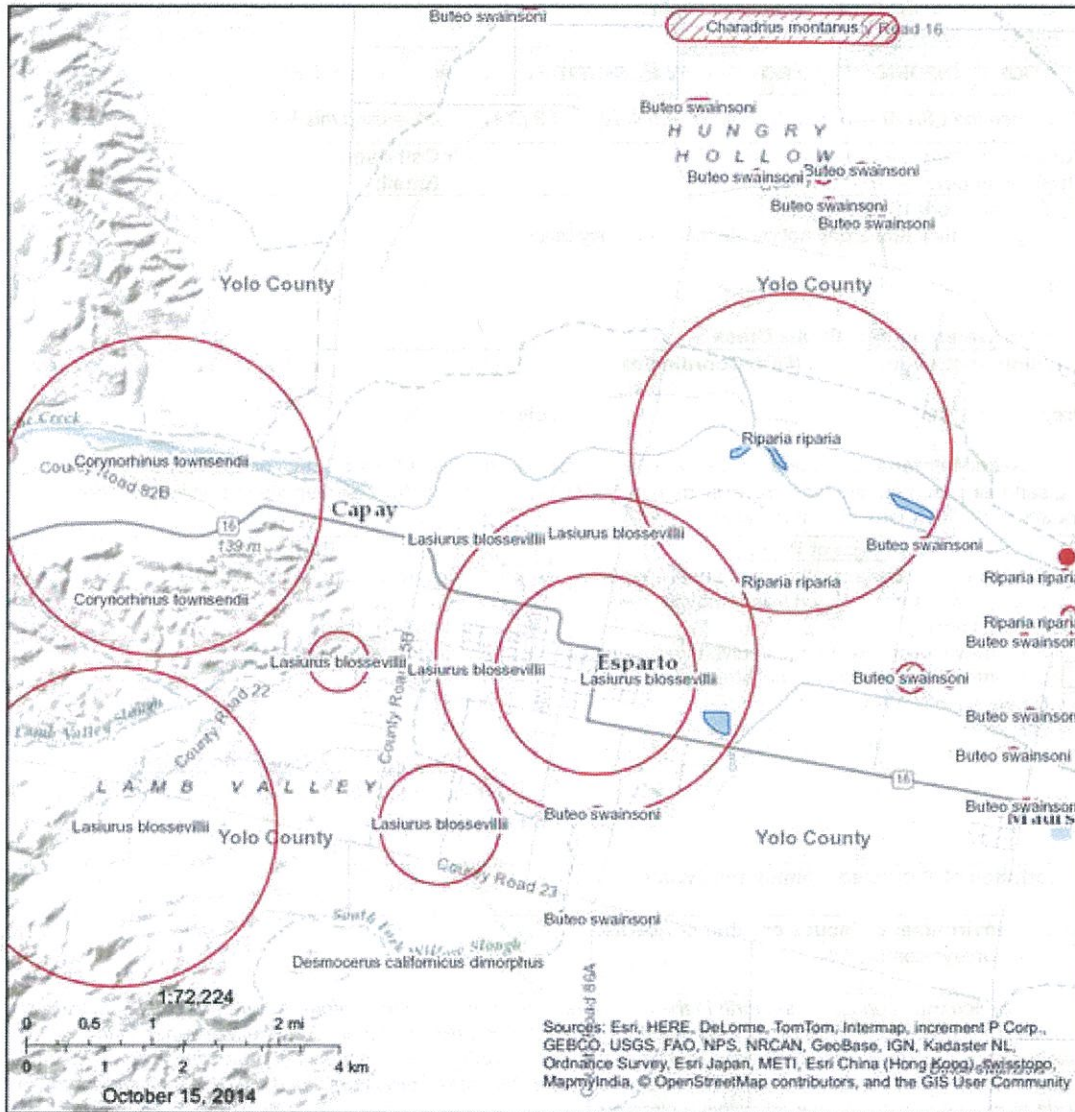


Date

Prepared by: Bob Hosea
Environmental Scientist

Exhibit C: CDFW BIOS Map of Project Area

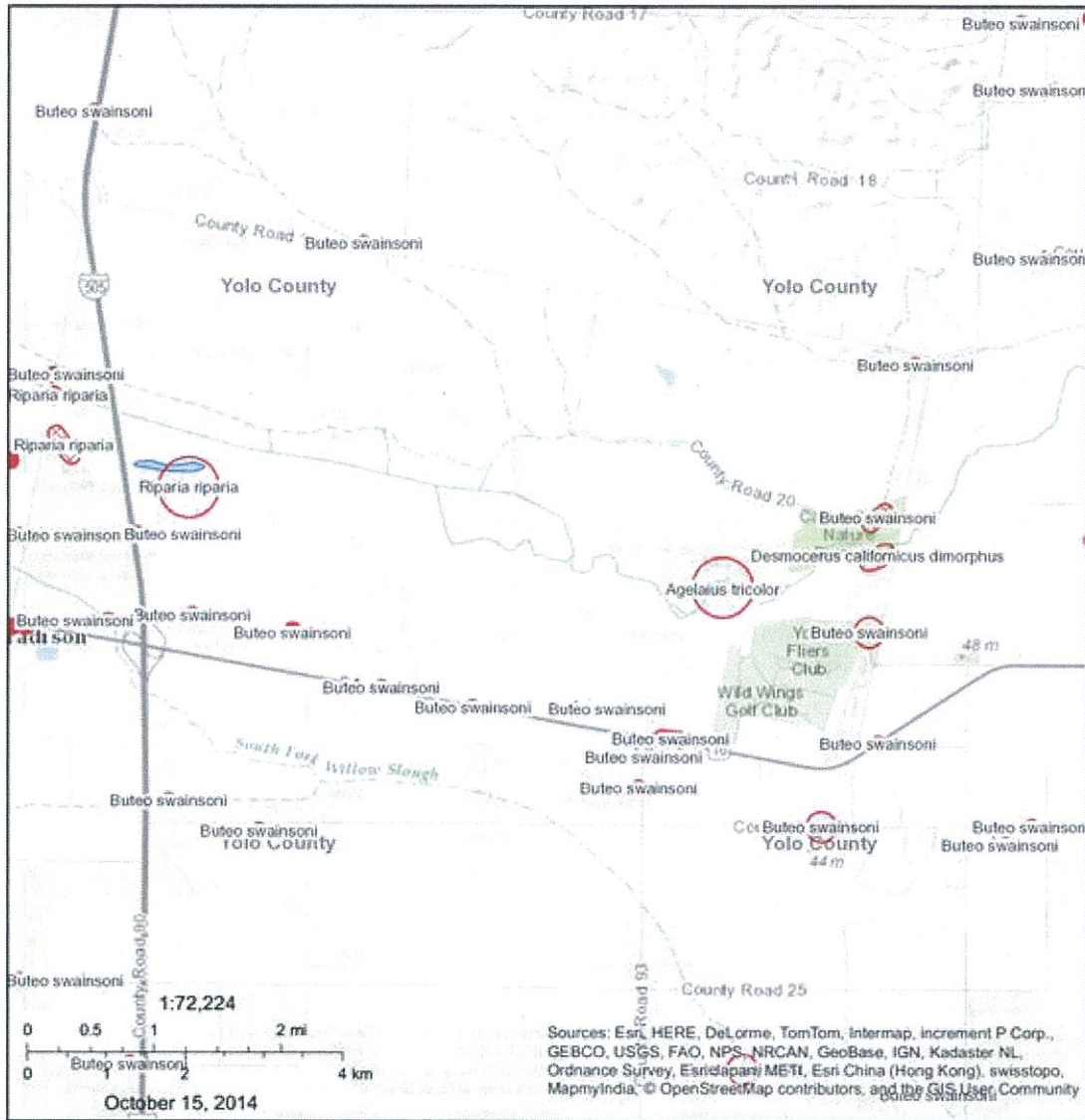
1600-2014-0054-R2-Part A-Capay Dam to I-505



- | | | |
|-----------------------|----------------------------------|------------------------------|
| Plant (80m) | Animal (circular) | Aquatic Comm. (non-specific) |
| Plant (specific) | Terrestrial Comm. (80m) | Aquatic Comm. (circular) |
| Plant (non-specific) | Terrestrial Comm. (specific) | Multiple (80m) |
| Plant (circular) | Terrestrial Comm. (non-specific) | Multiple (specific) |
| Animal (80m) | Terrestrial Comm. (circular) | Multiple (non-specific) |
| Animal (specific) | Aquatic Comm. (80m) | Multiple (circular) |
| Animal (non-specific) | Aquatic Comm. (specific) | |

Exhibit C: CDFW BIOS Map of Project Area

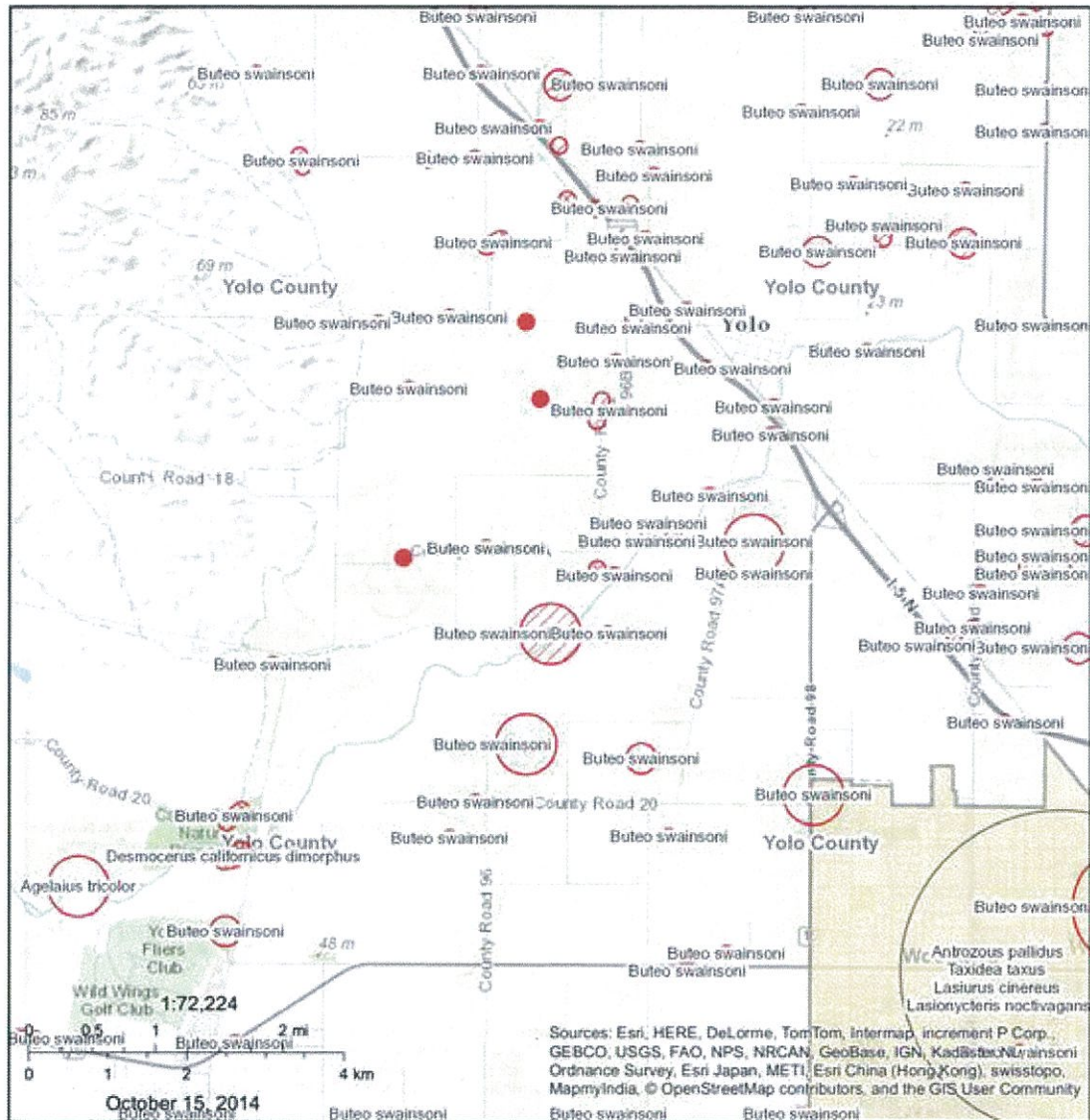
1600-2014-0054-R2 Part B: I-505 to County Road 20



	Plant (80m)		Animal (circular)		Aquatic Comm. (non-specific)
	Plant (specific)		Terrestrial Comm. (80m)		Aquatic Comm. (circular)
	Plant (non-specific)		Terrestrial Comm. (specific)		Multiple (80m)
	Plant (circular)		Terrestrial Comm. (non-specific)		Multiple (specific)
	Animal (80m)		Terrestrial Comm. (circular)		Multiple (non-specific)
	Animal (specific)		Aquatic Comm. (80m)		Multiple (circular)
	Animal (non-specific)		Aquatic Comm. (specific)		

Exhibit C: CDFW BIOS Map of Project Area

1600-2014-0054-R2 Part C: County Road 20 to I-5



- | | | | | | |
|--|-----------------------|--|----------------------------------|--|------------------------------|
| | Plant (80m) | | Animal (circular) | | Aquatic Comm. (non-specific) |
| | Plant (specific) | | Terrestrial Comm. (80m) | | Aquatic Comm. (circular) |
| | Plant (non-specific) | | Terrestrial Comm. (specific) | | Multiple (80m) |
| | Plant (circular) | | Terrestrial Comm. (non-specific) | | Multiple (specific) |
| | Animal (80m) | | Terrestrial Comm. (circular) | | Multiple (non-specific) |
| | Animal (specific) | | Aquatic Comm. (80m) | | Multiple (circular) |
| | Animal (non-specific) | | Aquatic Comm. (specific) | | |