

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



STREAMBED ALTERATION AGREEMENT
EPIMS NOTIFICATION No. ELD-50605-R2
TRIBUTARY TO WEBER CREEK

EL DORADO COUNTY
DIAMOND SPRINGS PARKWAY PHASE 1B

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and El Dorado County (Permittee) as represented by Rafael Martinez.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 4, 2024, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project is located at an unnamed tributary to Weber Creek, in the County of El Dorado, State of California.

Project 1 – Seasonal Wetland:

Latitude 38.70201, Longitude -120.82275; Between Missouri Flat Road and State Route 49; Assessor's Parcel Number: 327-270-051-000.

Project 2 – Seep 1:

Latitude 38.70165, Longitude -120.81367; Between Missouri Flat Road and State Route 49; Assessor's Parcel Number: 051-250-020-000.

Project 3 – Seep 2:

Latitude 38.70160, Longitude -120.81434; Between Missouri Flat Road and State Route 49; Assessor's Parcel Number: 051-250-019-000.

Project 4 – Intermittent Drainage 1:

Latitude 38.70211, Longitude -120.82077; Between Missouri Flat Road and State Route 49; Assessor's Parcel Number: 327-270-061-000.

Project 5 – Intermittent Drainage 2:

Latitude 38.70186, Longitude -120.81779; Between Missouri Flat Road and State Route 49; Assessor's Parcel Number: 051-250-102-000.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the grading and construction of approximately 0.7 miles of a 4-lane arterial roadway between Missouri Flat Road and State Route 49 in the community of Diamond Springs. Project roadway construction would include the installation of drainage inlets and culverts, as well as the removal of existing culverts at five locations. Individual drainage crossings along the Parkway corridor would consist of closed conduit culverts and open bottom culvert crossings. Work activities will include excavation, grading, paving, storm drain improvements, utility work, and traffic signals. Existing trees and vegetation will be cleared/grubbed within the footprint of the proposed roadway. Construction of the roadway would also require minor improvements and/or realignment of Throwita Way, Bradley Street, and Old Depot Road.

Project equipment used will comprise of a backhoe, excavator, rollers, paving machine, water trucks, loaders, dozers, dump trucks, and concrete trucks. Construction staging and temporary road right-of-way access is expected to occur on APNs 051-250-12 and 051-250-46, located just south of the Parkway and just west of SR-49 (Diamond Road).

Exhibit B shows the project plans.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: pallid bat (*Antrozous pallidus*), silver-haired bat (*Lasionycteris noctivagans*), and Yuma myotis (*Myotis yumanensis*), fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include 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 project activities; impediment to migration of aquatic and terrestrial species during the project; and 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 project activities); loss of natural bed or bank; change in contour of bed, channel or bank; degradation of channel; loss of bank

stability during the project; increase of bank erosion during the project; disturbance from project activity; diversion of flow water from, or around, activity site; and dewatering.

The project will cause temporary impacts to 0.04 acre of intermittent drainages, 0.03 acre of seasonal wetlands, and 0.03 acre of seep habitat. The project will cause permanent impacts to 0.134 acres of unnamed intermittent drainage and 0.09 acres to wetland/seep.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.
- 1.7 Change of Conditions and Need to Cease Operations. If 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 CDFW are taken.
- 1.8 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.

- 1.9 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Environmental Impact Report (EIR) (SCH No. 2007122033), and all associated documents adopted by El Dorado County 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 Permittee should comply with CEQA before the project commences.
- 1.10 Limitations on Authorization of Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. Permittee is responsible for obtaining all necessary water rights and maintaining compliance with the State Water Code and Title 23 California Code of Regulations as appropriate. Permittee shall store and use water in accordance with a valid water right, including any limitations on when water may be stored and used, the purpose for which it may be stored and used, and the location(s) where water may be stored and used. Information regarding water right registrations can be found at https://www.waterboards.ca.gov/waterrights/water_issues/programs/registrations. Information about water right permits and applications can be found here: https://www.waterboards.ca.gov/waterrights/water_issues/programs/applications.

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. Project activities covered under this Agreement shall be confined to the period between April 1 and November 15 during the term of this Agreement. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this time period.*
- 2.2 Work Period Modification. If 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 CDFW (see Contact Information). Permittee shall submit a written request for a work period modification to CDFW. The work period modification request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the

right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.

- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period within project area shall be restricted to periods of low rainfall (less than 1/4-inch per 24-hour period) or periods of dry weather (with less than a 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. *Revegetation, restoration, and erosion control work outside of flowing water is not confined to this work period.*
- 2.4 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. 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 as one tree. Vegetation that will not be removed by the project shall be marked for protection and may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.5 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 unless already described in the project description.

Biological Resources

- 2.6 Leave Wildlife Unharmd. Wildlife shall be allowed to leave the project area unharmed.
- 2.7 Special-Status Species Encountered During Work. If 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, Permittee encounters any species listed pursuant to the 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.
- 2.8 Designated Biologist. At least thirty (30) business days before initiating ground- or vegetation-disturbing activities, 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 at the project site and have the necessary handling permits. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall be responsible for observing bird activity and any newly active nests. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.

- 2.9 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 no greater than seven (7) calendar days prior to the beginning of Project-related activities. The Designated Biologist shall survey a minimum radius of 500-feet for migratory birds and 1/2-mile for raptors 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.
- a. 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.
 - b. 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.
 - c. 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.
- 2.10 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.

- 2.11 Bat Habitat Assessment and Avoidance. Within six (6) months prior to the start of vegetation removal and/or construction, a Designated Biologist with education and experience in bat biology and identification (Designated Bat Biologist) shall survey the project site for potentially suitable bat roosting habitat. The habitat assessment shall include a visual inspection of suitable habitat features (e.g., trees, bridges, and other structures) for suitable bat roosting habitat within the project area and a minimum of a 500-foot radius adjacent to these areas that may be impacted by Project activities. Results of the bat habitat assessment shall be made available to CDFW upon request. If no suitable bat roosting habitat are identified, no further action by the Permittee is required. If bat roosting habitat is present, and activities are scheduled during the maternity season (April 15 to August 31) or the hibernation season (October 15 to March 1), the Permittee shall: 1) conduct pre-construction surveys and 2) develop a Bat Avoidance and Exclusion Plan, if applicable.
- a. Bat Pre-Construction Surveys. The Designated Bat Biologist shall develop a Bat Survey Plan (BSP) and submit it to CDFW for review and approval. The BSP shall include a list of potential bat species present, survey method(s), and timing of survey(s). The BSP shall provide justification for timing and methodology of survey design (e.g., habitat characteristics, day length, average ambient air temperatures, local and seasonal conditions). The survey results shall identify: 1) the exact location of all roosting sites (location shall be adequately described and shown on a digital map with GPS coordinates), 2) the number of bats present at the time of visit (count or estimate), 3) species of bat detected, if known (include how the species was identified), and 4) the type of roost(s) i.e., maternity, hibernaculum, night roost (rest at night while out feeding), or day roost (resting during the day). Results of the survey shall be submitted to CDFW after survey completion. If bats are detected during any survey, subsequent surveys are not required, and the Designated Biologist shall develop a Bat Avoidance and Exclusion Plan and submit to CDFW for review and approval.
 - b. Bat Avoidance or Exclusion Plan (BAEP). If an active bat roost is found in a tree or structure that must be impacted, the Designated Bat Biologist shall develop [and submit to CDFW for review and approval] a BAEP. The BAEP shall include, at minimum, the following:

- c. Bat Roost Buffer. The Permittee shall establish an appropriate no-disturbance buffer around bat roosts, in coordination with CDFW, during maternity (April 15 to August 31) or hibernation (October 15 to March 1) seasons. The Permittee shall maintain the buffer until the Designated Biologist determines the roost is no longer occupied. The Permittee shall clearly delineate habitat and bat roosts within the project area with posted signs demarking the avoidance areas using stakes, flags, and/or rope or cord. The Permittee shall delineate bat roosts with different materials than those used to delineate the project area. The Permittee shall remove all materials used for delineation upon completion of the Project.
- d. Exclusion Devices. Exclusion devices shall be installed either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Specific exclusion devices may include one-way doors, lights and fans, foam or steel wool. The Designated Biologist shall monitor the roost prior to exclusion to confirm that it does not support a maternity colony. If a maternity colony is or may be present, the roost shall be avoided until it is no longer active, or until the Designated Biologist can confirm that no maternity colony is present.
- e. Tree Trimming and/or Removal. Tree trimming and/or tree removal shall be scheduled either (1) between approximately March 1 (or when evening temperatures are above 45°F and rainfall less than ½-inch in 24 hours occurs) and April 15, prior to parturition of pups; or (2) between September 1 and October 15 (or prior to evening temperatures dropping below 45°F and onset of rainfall greater than ½-inch in 24 hours). Additionally, trees shall be removed in two steps over a period of two days. On the first day, all branches that do not contain roosting habitat shall be removed. The remaining portion of the tree shall be removed on the second day. All branch removal will be conducted using chainsaws or similar handheld equipment. Tree trimming and/or tree removal may occur outside of this work window only after consultation with CDFW and after confirmation that the suitable habitat is not occupied.

If a lapse in project activities of six (6) months or longer occurs, the Designated Biologist shall complete another habitat assessment before Project activities can be reinitiated. If the subsequent habitat assessment identifies bat habitat, the Permittee shall: 1) conduct pre-construction surveys and 2) develop a BAEP, if

applicable and in accordance with the parameters described above.

Revegetation and Restoration

- 2.12 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a native seed mix of known genetic origin, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities. Seeded areas shall be covered with broadcast straw, mulch, and/or erosion control blankets.
- 2.13 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.
- 2.14 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.
- 2.15 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved between watercourses except as otherwise addressed in this Agreement.
- 2.16 Return Low Flow Channel to Pre-project Conditions. If a stream channel has been altered during the project, Permittee shall return its low flow channel, as nearly as possible, to pre-project conditions. Permittee shall return the gradient of the watercourse to pre-project grade unless is not possible, in which case, the change in grade shall be approved by CDFW prior to project commencement.

Erosion Control/Stabilization

- 2.17 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat during project activities. Precautions shall include but are not limited to: pre-project 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.
- a. Monitoring. BMPs shall be monitored daily and repaired if necessary to

ensure maximum erosion and sediment control.

- b. 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. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.
- c. 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 the 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.

2.18 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.

2.19 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

2.20 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, Permittee shall 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. Permittee shall 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

- 2.21 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall take place 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.22 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but shall 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.23 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located where it may not pass into the waters of the state, the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.24 Material Storage. Project building material and/or project equipment shall not be placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat, or where they may cover aquatic or riparian vegetation.
- 2.25 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 that will enter the water by 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 personal 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 larger 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.

- 2.26 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.27 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.

Debris Materials and Waste

- 2.28 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 outside the floodplain before such flows occur.
- 2.29 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or project debris on the project site.
- 2.30 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.
- 2.31 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, channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, or other sensitive habitat.
- 2.32 Hazardous Materials. Debris, soil, silt, sand, rubbish, project 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, other sensitive habitat. Permittee shall ensure that all project 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 cleanup procedures.

- 2.33 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 for Loss of Riparian Habitat. **No later than thirty (30) days before the start of Project construction activities**, Permittee shall provide to CDFW for review and approval a mitigation proposal of how Permittee will mitigate for the permanent loss of 0.224 acre of habitat with 0.672 acre of created or restored habitat (e.g., purchase of mitigation bank credits, creation/restoration of onsite/offsite habitat, habitat enhancement, etc.). Habitat creation or restoration must include the expansion of riparian areas. Conversely, habitat enhancement activities may be used instead of restoration/creation at double the value and therefore would be equal to 1.344 acre of habitat. Habitat enhancement may include removal of invasive species and replacement with native riparian plantings.
- 3.2 Habitat Mitigation and Monitoring Plan (HMMP). If Permittee elects habitat creation/restoration and/or enhancement, **no later than thirty (30) days before the start of Project construction activities**, Permittee shall submit to CDFW for review and approval a HMMP that identifies 0.672-acres of habitat creation/restoration and/or 1.344 acres of habitat enhancements activities. The HMMP shall also include the following information, if applicable to the mitigation option selected by the Permittee:
- (a) a description of the existing physical conditions of the proposed creation and/or restoration site, including water resources and habitat types, and a map that identifies the location of the site;
 - (b) a plan for the preparation of the restoration site, including the removal of nonnative plant species, non-wetland/riparian plant species;
 - (c) a local California native plant palette;
 - (d) a planting plan, including the wetland and upland species that will be planted on-site, quantity, and location,
 - (e) monitoring and maintenance measures and a timeline;
 - (f) an irrigation plan;
 - (g) procedures to ensure that nonnative plants are not introduced or allowed to sustain within the creation or restoration site and a nonnative plant removal plan;
 - (h) success standards with contingency measures. Monitoring and maintenance of the restoration site shall be conducted annually for a minimum of five (5) years, or until CDFW determines the mitigation site is successful.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be photographed. Photographs shall be submitted to CDFW within fifteen (15) business days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.
- 4.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDB/submitting-data> within five (5) business days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.
- 4.4 Annual Monitoring Reports. After completion of the restoration activities described in Measure 3.2 of this Agreement, the area of restoration shall be monitored for a minimum of five (5) years or until CDFW determines the success criteria have been met. Each year for five (5) years after restoration, a monitoring report shall be submitted to CDFW for review and approval. The report shall discuss the mitigation performance as it relates to the success criteria. 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, 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 such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.

CONTACT INFORMATION

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

To Permittee:

Rafael Martinez

El Dorado County
2850 Fairlane Court
Placerville, CA 95667
Phone: (530) 621-7533
Email: rafael.martinez@edcgov.us

Contact:

Dustin Harrington
El Dorado County
2850 Fairlane Court
Placerville, CA 95667
Phone: (530) 621-5950
Email: dustin.harrington@edcgov.us

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. ELD-50605-R2
Phone: (916) 358-1163
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, 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. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

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

AMENDMENT

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

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., 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 this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

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

EXTENSIONS

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

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

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

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this 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 this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

Exhibit A. Project Location
Exhibit B. Project Plans

AUTHORITY

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

AUTHORIZATION

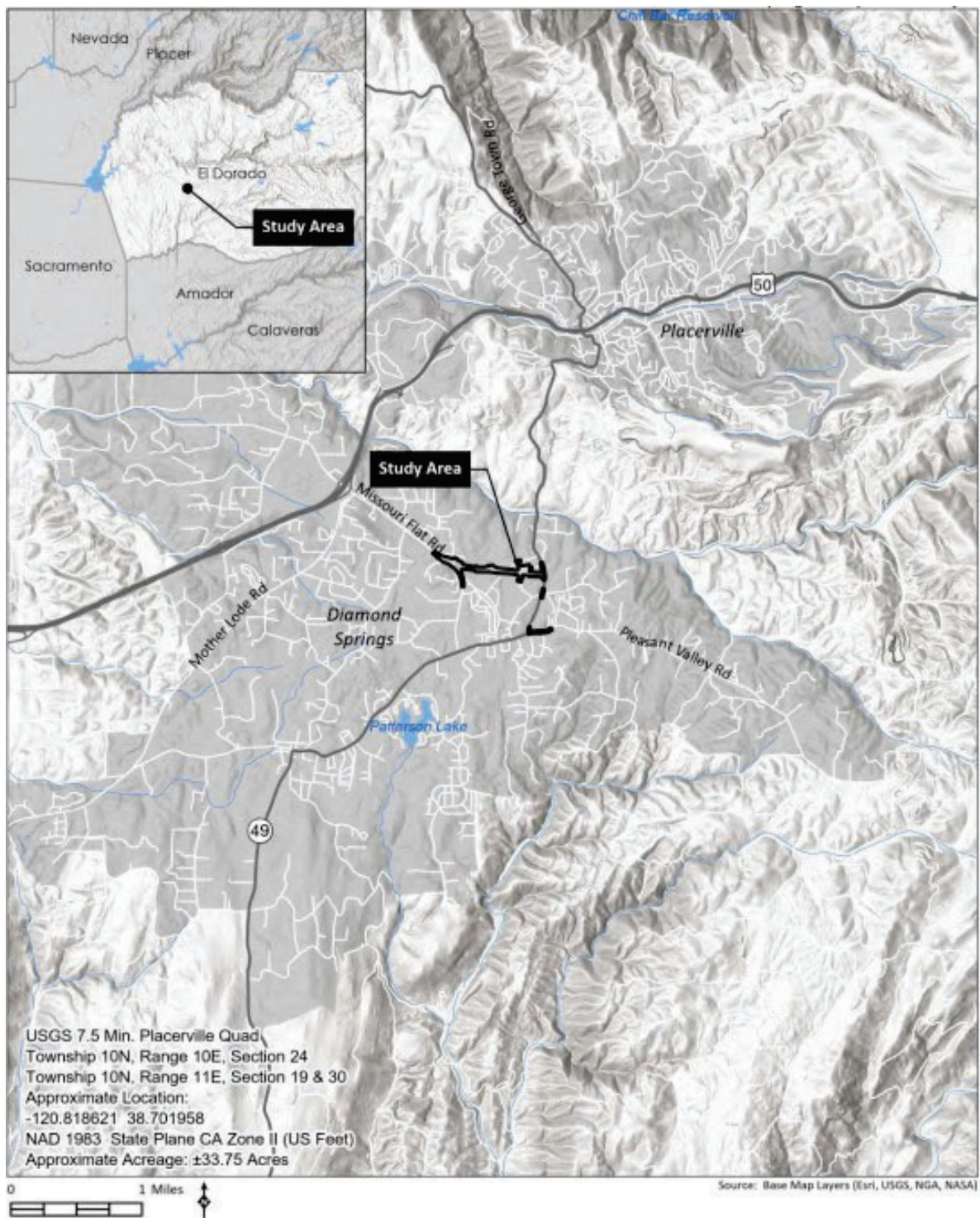
This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

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

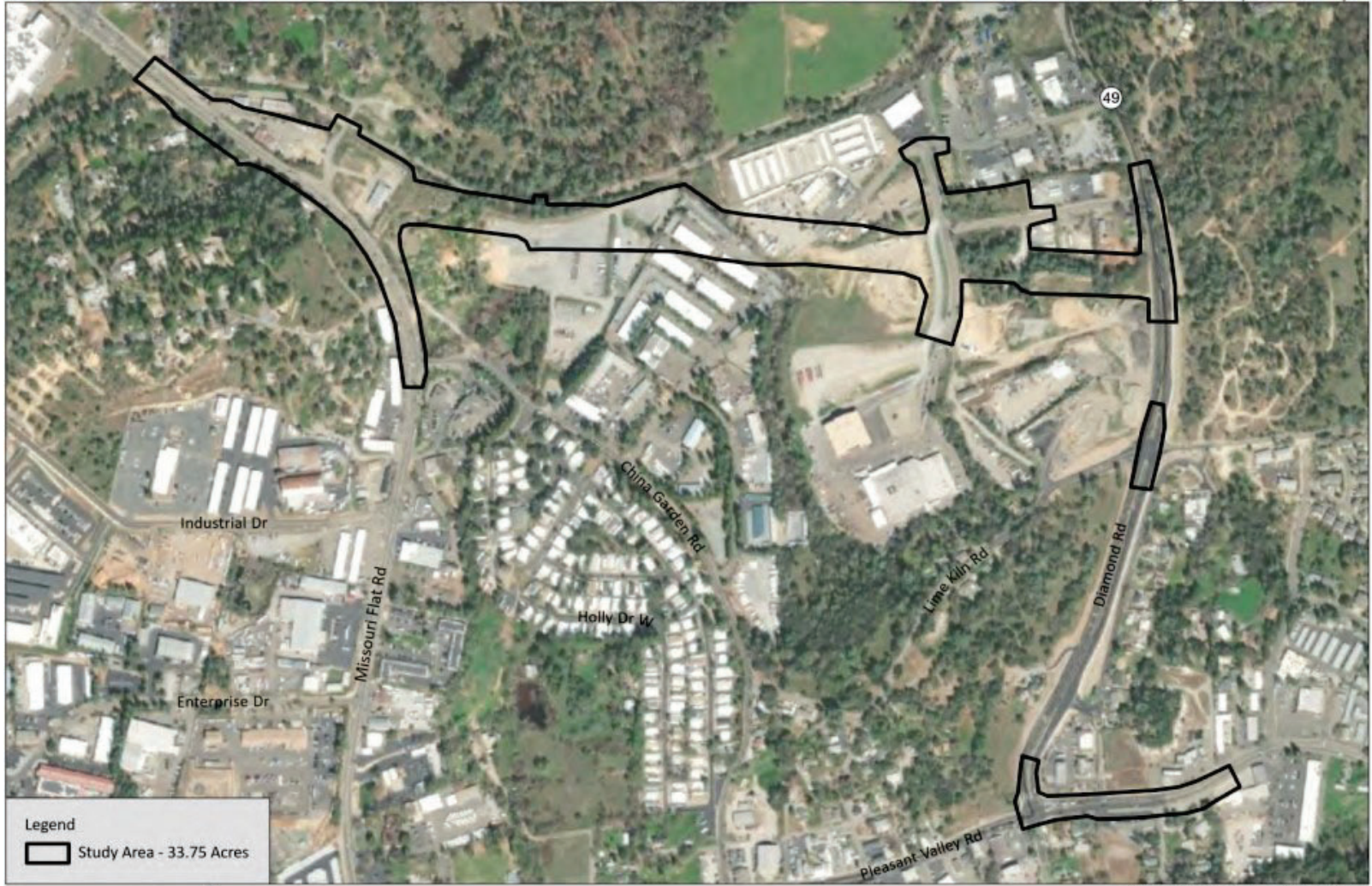
The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

Exhibit A: Project Location



HELIX
Environmental Planning

Site and Vicinity Map



HELIX
Environmental Planning

Aerial Map

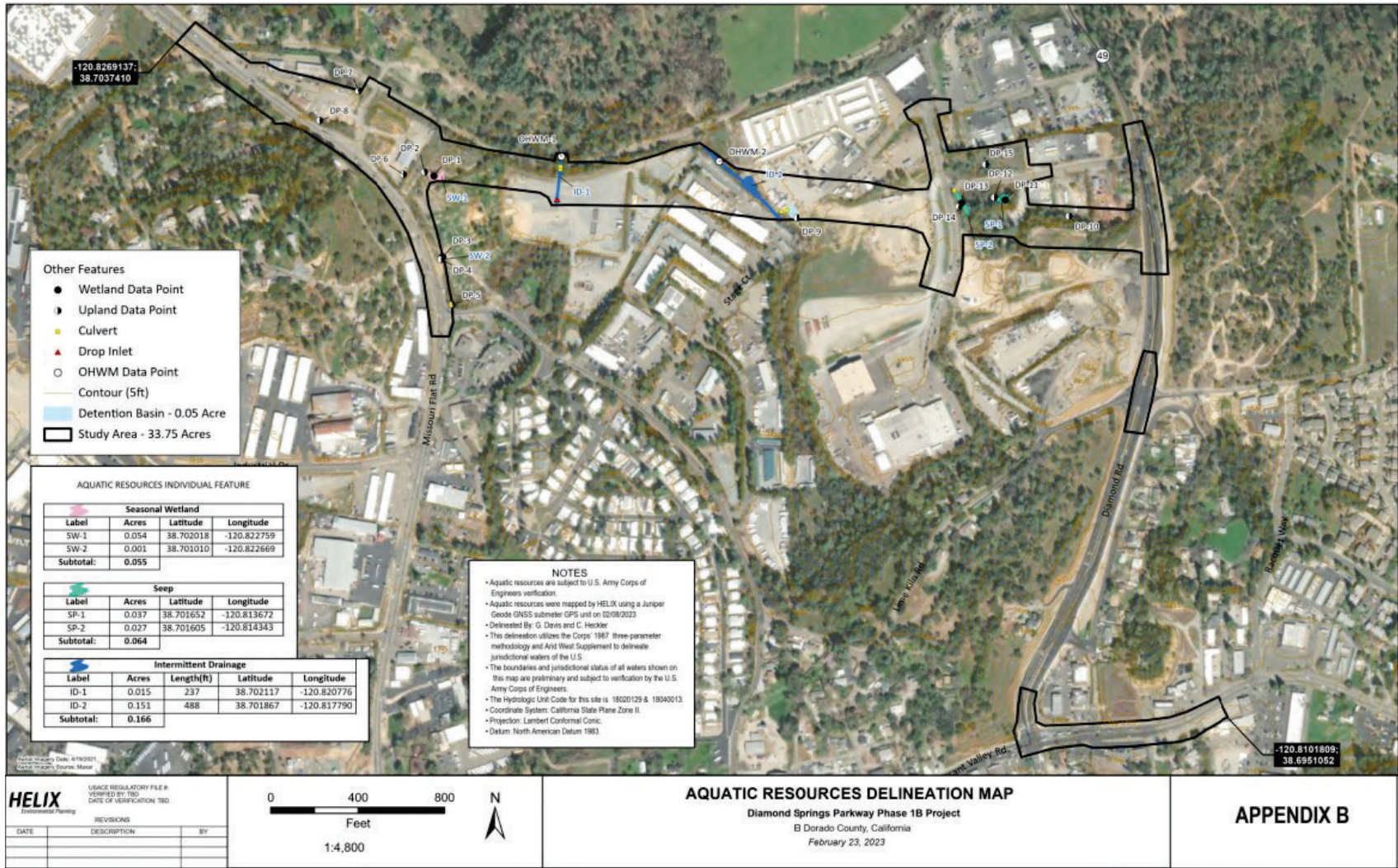


Exhibit B: Project Plans

