

**STREAMBED ALTERATION AGREEMENT  
BETWEEN CALIFORNIA DEPARTMENT OF FISH AND GAME  
AND EL DORADO COUNTY /  
EL DORADO HILLS COMMUNITY SERVICES DISTRICT  
FOR ROUTINE MAINTENANCE OF STREAM CHANNELS  
AND DRAINAGE FACILITIES WITHIN THE  
CREEKSIDE GREENS OPEN SPACE PRESERVE AREAS**

This Streambed Alteration Agreement ("Agreement") is entered into between the California Department of Fish and Game ("DFG") and El Dorado County ("County") / El Dorado Hills Community Services District ("District").

RECITALS

DFG is the trustee for fish and wildlife resources of the State of California; and

Fish and Game Code section 1602 requires an entity to notify DFG before: 1) substantially diverting or obstructing the natural flow of a river, stream, or lake; 2) substantially changing the bed, channel, or bank of any river, stream, or lake; 3) using any material from the bed, channel, or bank of any river, stream, or lake; 4) depositing or disposing of debris, waste, or other material containing crumbled, flaked, or ground pavement where it may pass into any river, stream, or lake; and

Fish and Game Code section 1602 requires DFG to issue a lake or streambed alteration agreement ("agreement") to an entity if DFG determines that the project described in the entity's notification could substantially adversely affect fish and wildlife resources; and

The purpose of an agreement is to protect fish and wildlife resources by incorporating into the project reasonable measures necessary to protect those resources; and

The County/District notified DFG about routine maintenance projects it intends to perform in the stream channels in the Creekside Greens Open Space Preserve Areas (Areas) to maintain the designed capacity of channels and other physical structures to protect the County/District's investments, to prevent the loss of life and property; and

DFG determined that an agreement is required to perform such routine maintenance projects because they could substantially adversely affect fish and wildlife resources in the Areas; and to promote the efficient and wise use or disposal of water and

This Agreement authorizes the County/District to perform specified routine maintenance projects in the Areas, and requires the County to comply with general and specific measures when performing such projects to prevent any substantial adverse impacts to fish and wildlife resources in the Areas; and

This Agreement does not apply to emergency work the County must perform to protect life or property as described in Fish and Game Code section 1610;

DFG and the County/District agree that this Agreement satisfies the requirements in Fish and Game Code section 1602, and agree further as follows:

I. DEFINITIONS

“Diameter breast height” (“dbh”) means the diameter of a tree trunk at a distance measured 4½ feet above grade.

“Emergency” has the same definition as in Public Resources Code section 21060.3, specifically “a sudden, unexpected occurrence, involving a clear and imminent danger, demanding immediate action to prevent or mitigate loss of, or damage to, life, health, property, or essential public services.”

“Heavy equipment work” means work that involves the use of backhoes, front-end loaders, bulldozers, excavators, and other heavy, mechanized equipment used to control vegetation; to remove sediment, large woody debris, and beaver dams; to place large rocks; and to grade.

“Routine maintenance work” means work performed regularly (i.e., every one to five years) in the stream zones within those areas identified in Exhibits 1 and 2. The County/District performs routine maintenance work to maintain the functional and structural integrity of its facilities. Routine maintenance work, as described in this Agreement and identified in Exhibit 2, includes the following: removing debris, sediment, vegetation, rubbish, downed trees (if interfering with flow), and other material that could obstruct the natural flow; controlling weeds, grasses, emergent vegetation, and woody vegetation; making repairs to control erosion and stabilize banks; repairing culverts; and other work necessary to maintain the functional and structural integrity of the channels within the Open Space Preserve Areas.

“Preserve Manager” refers to the Environmental Stewardship Foundation, which is the entity in charge of open space and preserve management for the Creekside Greens Phases II and III open space preserves.

“Special status species” means any species defined in CEQA Guidelines section 15380 (Cal. Code Regs., tit. 14, § 15380); species that are fully protected under the Fish and Game Code; species protected under the Migratory Bird Treaty Act (16 U.S.C. § 703 et seq.); and/or species identified by DFG or other state and federal resource agencies as a species of special concern. Such species include, but are not limited to, the following: giant garter snake (*Thamnophis gigas*); Swainson's hawk (*Buteo swainsoni*); bank swallow (*Riparia riparia*); western yellow-billed cuckoo (*Coccyzus americanus occidentalis*); burrowing owl (*Athene cunicularia*); riparian brush rabbit (*Sylvilagus bachmani riparius*); riparian woodrat (*Neotoma fuscipes riparia*); San Joaquin kit fox (*Vulpes macrotis mutica*); Valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*); and Sanford's Arrowhead (*Sagittaria*

sanfordii).

“Stream” means a channel, seep, pond, waterway, or area in the Open Space Preserve Areas where the County/District may perform the routine maintenance projects covered by this Agreement, all of which are identified in Exhibit 1. “Stream” includes perennial, intermittent, ephemeral streams and man-made channels that deliver or drain water for roadside ditches or agricultural purposes.

“Stream zone” means that portion of the stream channel through which water and sediment flow, have flowed, or are capable of flowing. The stream zone is delineated by the top of the bank or the outer edge of any riparian vegetation, whichever is more landward. Levee slopes, channel banks, channel bottoms, low flow channels, and other stream zone features are identified in Exhibit 2.

## II. NOTIFICATION PROCEDURE

Except as specified in Section II.A or II.B below, the County/District is not required to notify DFG to obtain an agreement or other authorization before beginning any routine maintenance project identified in or authorized by this Agreement.

### A. Notification to DFG by the County/District

1. Routine maintenance work: 10 days prior to commencing routine maintenance work, the County/District shall complete and submit to DFG a Verification Request Form (“VRF”) as attached hereto as Attachment A for routine maintenance work. The County/District shall send the VRF by e-mail to the e-mail distribution list. In the event that the County/District delays the project start date specified in the VRF by more than 10 days, the County/District shall submit a revised VRF before beginning the project.
2. Urgent maintenance work: A minimum of 2 days prior to beginning urgent maintenance work covered by this Agreement, the County/District shall complete a VRF and send it by e-mail to the distribution list. For purposes of this Agreement, “urgent maintenance work” is routine maintenance work the County/District must expedite based on the limited availability of work crews, the need for specialized equipment, anticipated weather conditions, and other limiting factors.
3. Emergency work: The Agreement does not apply to emergency work by the County/District. The County/District shall complete any emergency work in accordance with Fish and Game Code section 1610, except that the County/District shall comply with the notice requirement in section 1610 by completing a VRF and sending it by e-mail to the distribution list within 14 days of beginning the emergency work.
4. 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 Exhibits 1 and 2, 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 County/District shall notify DFG in accordance with that section before beginning the work.

B. DFG Response to Notification by the County/District

1. Upon receipt of a VRF for routine or urgent maintenance work, DFG shall submit the VRF to appropriate DFG personnel. DFG may acknowledge receipt of any VRF the County/District submits in the form of an e-mail response to the County/District contact person identified in the VRF. However, such acknowledgement shall not be deemed an approval by DFG that the County/District may begin the work described in the VRF.
2. DFG shall determine if the routine maintenance work described in the VRF is covered by and consistent with this Agreement.
3. If DFG determines that the work described in the VRF is consistent with and covered by this Agreement, DFG may either: (a) send by e-mail a notice of concurrence to the County/District contact person identified in the VRF and all the County/District employees on the distribution list stating that it may proceed with the work described in the VRF, in which case DFG must send the notice prior to the proposed start date in the VRF; or (b) allow the 10 day (for routine maintenance work) or minimum 2-day (for urgent maintenance work) comment period to elapse. Upon receipt of a notice of concurrence, or if DFG does not submit a notice of concurrence, upon expiration of the applicable comment period, the County/District may begin the work described in the VRF, provided it does so in accordance with the terms and conditions in this Agreement.
4. If DFG determines that the routine maintenance work described in the VRF is consistent with and covered by this Agreement, but notwithstanding such consistency additional measures (i.e., measures not included in this Agreement) need to be incorporated into the work to adequately protect fish and wildlife resources, DFG shall specify those measures in its notice of concurrence. Upon receipt of such concurrence, the County/District may begin the work, provided it does so in accordance with this Agreement and the additional measures in the notice of concurrence.
5. If DFG determines that the routine maintenance work described in the VRF is not covered by or consistent with this Agreement, DFG shall send by e-mail a notice of non-concurrence to the County/District contact

person identified in the VRF and all the County/District employees on the distribution list, in which case DFG must send the notice prior to the proposed start date in the VRF. If DFG submits a notice of non-concurrence, DFG shall specify the basis for its inconsistency determination and describe the actions the County/District will need to take before it may begin the work. Such actions DFG may recommend include, but are not limited to, the following:

- a. augmenting the VRF by submitting to DFG information sufficient to allow DFG to develop additional measures needed to protect fish and wildlife resources;
- b. working with DFG to augment Exhibits 1 or 2;
- c. separately notifying DFG in accordance with Fish and Game Code section 1602 and Section II.A.4 of this Agreement (above);  
or
- d. working with DFG to amend this Agreement.

If DFG does not respond within the 10-day (for routine maintenance work) or minimum 2-day (for urgent maintenance work) comment period, the County/District may begin the work described in the VRF upon expiration of the applicable comment period.

C. Field Confirmation of VRF

1. The County/District shall ensure that a copy of any completed VRF is readily available on site, even if DFG did not respond to it before the start date in the VRF. If DFG responded to the VRF before the start date, the County/District shall ensure that a copy of DFG's response is also readily available on site.
2. A copy of a completed VRF and any response to it by DFG shall be presented to any DFG employee upon request.

III. AUTHORIZED MAINTENANCE WORK

The County/District may perform the maintenance work described below without further notifying DFG, or obtaining a separate agreement from DFG, provided that the County/District: 1) limits the work to within those areas identified in Exhibits 1 and 2; and 2) completes the work in accordance with the terms and conditions specified herein.

- A. Debris or obstruction removal. The County/District may remove debris, trash, rubbish, dead trees (that are in clear danger of falling in or across a channel), branches, and associated debris that substantially obstruct water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or could do so.
- B. Silt, sand, or sediment removal. The County/District may remove or displace silt, sand, gravel, or sediment in the immediate vicinity (i.e., within 10 feet) of man-made facilities or structures that substantially obstruct water flow, reduce channel capacity, accelerate erosion, damage concrete box culverts, metal culverts, or could do so.
- C. Vegetation control in channels. The County/District may control aquatic and terrestrial vegetation with the use of hand-held mechanical devices (i.e., weed-wacker and chainsaw), hand labor, or aquatic herbicides (limited to single annual use) to maintain the designed capacity of floodways. The County/District may cut or trim the lower branches of woody growth (less than four (4) inches in diameter), growing on the lower stream banks from ground level to a distance of 6 feet above ground level, as necessary, to eliminate those capable of retarding flow or deflecting currents into channels and those that could reasonably be expected to lead to significant reductions in channel capacity or accelerated bank erosion. The County/District may not remove standing dead trees larger than 12 inches dbh, except that standing dead trees may be removed to prevent imminent significant channel capacity reduction and/or accelerated erosion.. The County/District may remove non-native vegetation (e.g., giant reed (a.k.a. "false bamboo"), Chinese tallow, red sesbania, Spanish bloom, Tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, eucalyptus, tamarisk, water hyacinth, and acacia) to maintain channel capacity and improve native habitat.
- D. Repair of previous erosion control work. The County/District may repair previous erosion control work, including, but not limited to, failed rock, sacked concrete, or gabion sections. Such work shall not extend beyond 10 linear feet of the existing revetted area.

#### IV. CONDITIONS

- A. The County shall act as the lead agency under CEQA for any maintenance work covered by this Agreement that it undertakes.
- B. The County/District shall complete the maintenance work covered by this Agreement in accordance with the following conditions and time periods, and any other time periods specified in this Agreement:
  - 1. The County/District shall perform the maintenance work at a time and in a manner that minimizes adverse impacts to fish and wildlife resources

and provides for the protection and continuance of those resources.

2. The County/District shall time the maintenance work with an awareness of precipitation and other events that could increase stream flows.
3. The County/District shall time the maintenance work with awareness of the amount of time and materials necessary to implement erosion control measures. The County/District shall cease the maintenance work and implement all reasonable erosion control measures before all storm events.

The County/District shall restrict routine maintenance work within or immediately adjacent (i.e., within 50 feet) to standing water, flowing water, or areas where the County/District reasonably anticipates flowing water to between April 15<sup>th</sup> and October 15<sup>th</sup>.

4. The County/District may remove debris in critical locations, such as culverts, where such removal is necessary to avoid imminent flooding or damage to the County/District structures and facilities at any time.
5. The County/District may control vegetation by using hand tools to selectively trim, "limb-up," or cut-down vegetation only during the following time period: August 15<sup>th</sup> to March 1<sup>st</sup>.
6. The County/District may remove downed trees, and dead or live trees (less than 12 inches dbh) that are in clear danger of falling in or across a channel that will significantly reduce channel capacity, accelerate erosion, or otherwise cause an emergency at any time.
7. The County/District may control vegetation by aquatic herbicide spraying on regularly maintained channel slopes and culverts only once per year, and only during the time periods recommended by the California Department of Pesticide Regulation.
8. The County/District may request DFG to allow it to work outside the time periods listed above in paragraphs 1 through 7 by submitting to DFG a written variance request that contains the following information: 1) the work location; 2) the name of the stream or watercourse near or within which the County/District intends to perform the work; 3) a description of the work the County/District intends to perform; 4) the amount of time the County/District will need to complete the work described in the variance request; and 5) the name and telephone number of the County/District contact person for the work. DFG may make approval of a variance request contingent on an agreement by the County/District to complete a biological survey (in accordance with paragraph 12 below); to employ a biological monitor (in accordance with paragraph 13 below); or to

incorporate additional measures as part of the proposed work, if DFG determines that the work could adversely affect nesting birds or special-status species. DFG shall approve or disapprove a variance request at its sole discretion within 10 days of its receipt, unless DFG has directed the County/District to complete a biological survey (see paragraph 9 below).

9. If DFG requires the County/District to complete a biological survey before approving a variance request, the County/District shall employ a qualified biologist to survey the work area to verify the presence or absence of nesting birds or special status species. The survey shall be performed no more than 14 calendar days prior to beginning the maintenance work. The biologist shall survey the entire work area and a 50-foot "buffer" adjacent to and around the work area. After the County/District completes the survey, it shall submit a written report to DFG that describes the biologist's survey protocols and findings, together with a copy of its original variance request. Within 10 days of receiving the survey report and variance request, DFG shall notify the County/District by e-mail, fax, or regular mail that it approves or disapproves the variance request. Failure by DFG to notify the County/District within the 10-day period shall not be deemed an approval by DFG of the County/District's variance request. In the event DFG does not notify the County/District within the 10-day period, the County/District should contact DFG to inquire about the status of the variance request.
  10. If DFG requires the County/District have a qualified biologist on site to monitor the maintenance work described in a variance request as a condition of approving the request, DFG may require the County/District to have the monitor on site before, during, and after the maintenance work. If a monitor is used, the County/District shall cease any maintenance work if the monitor determines that doing so is necessary to prevent harm to nesting birds, special status species, or any other fish and wildlife resource. The monitor shall notify the DFG employee who approved the variance request of any work stoppage as soon as practicable. The County/District may resume work after the monitor determines that doing so will not cause harm to nesting birds, special status species, or any other fish and wildlife resource. If the County/District wants to employ a monitor when performing the maintenance work described in a variance request, the County/District should indicate its preference in the request.
- C. The County/District shall complete maintenance work on the projects identified in Exhibit 1 in accordance with the descriptions found in Exhibit 2. The County/District may not modify any of the projects identified in Exhibit 1 or any of the descriptions included in Exhibit 2, unless it first receives approval from the U.S. Army Corps of Engineers (Corps), and subsequently notifies DFG, and



DFG, at its sole discretion, approves the modification. DFG and the County/District shall resolve any disputes regarding any proposed modifications to Exhibits 1 and 2 in accordance with Section XII of this Agreement.

- D. Prior to beginning any maintenance work under this Agreement, the County/District maintenance supervisors and crews who will be completing such work shall be trained by a qualified biologist to identify and avoid harm to special status species and their habitat.
- E. The Open Space Preserve Areas this Agreement covers may be within the known home range of species that are fully protected under the Fish and Game Code or listed under the California Endangered Species Act ("CESA") (Fish & G. Code, § 2050 et seq.) and/or the Endangered Species Act (16 U.S.C. § 1531 et seq.). The work periods listed in this Agreement are intended to avoid adverse impacts to those species. However, DFG may impose additional measures on any maintenance work covered by this Agreement if DFG determines that such measures are necessary to protect a fully protected or listed species from harm.
- F. If the County/District encounters a fully protected or listed species while performing maintenance work, the County/District shall suspend all work until the fully protected or listed species has left the work area. The County/District shall notify DFG of all confirmed observations of any fully protected or listed species in or adjacent to any work area covered by this Agreement. This Agreement does not authorize the County/District to take, incidentally or otherwise, any fully protected or listed species, as "take" is defined in the "fully protected" statutes in the Fish and Game Code, CESA, or the Endangered Species Act. DFG may suspend or revoke this Agreement for any unauthorized take by the County/District of a fully protected or listed species while performing any maintenance work authorized by this Agreement.
- G. If the County/District encounters any wildlife during any maintenance work covered by this Agreement, it shall cease the work until the wildlife has left the work area. If necessary, the County/District may attempt to flush, haze, or herd the wildlife in a safe direction away from the work area, provided the wildlife is not a fully protected or listed species. If the wildlife is a fully protected or listed species, the County/District shall comply with paragraph F above.
- H. The County/District shall not disturb any active bird nests until all eggs have hatched and/or young birds have fledged. Unless otherwise specified herein, the County/District shall operate any equipment at least 50 feet away from active bird nests.
- I. The County/District shall not use heavy equipment in the Open Space Preserve Areas. If standing or flowing water is present or reasonably anticipated, the County/District shall submit to DFG a detailed water diversion or de-watering

plan. De-watering may be accomplished by using gravel bags, port-a-dams, water bladder dams, K-rails, or driven sheet metal cofferdams.

- J. The County/District may cut, trim, spray with aquatic herbicides (once annually), or remove only that vegetation that obstructs stream flow or significantly reduces channel flood flow capacity. Reasonable precautions shall be taken to avoid other damage to non-target vegetation by persons or equipment. The County/District may not remove roots and stumps without first consulting with the Corps and DFG.
- K. Recruitment of single trunk species of trees (e.g., oak, sycamore, cottonwood, Gooding willow, and alders) within or adjacent to stream channels is important for the replacement of trees that die or are removed by natural or man-made causes. Where limited tree growth does not substantially interfere with channel capacity or function, the County/District shall allow young trees to grow. The County/District may thin young trees only where tree density is likely to cause future problems with regard to stream channel capacity.
- L. The County/District may chemically treat or remove the following non-native plants without restriction: giant reed (a.k.a. "false bamboo"), Chinese tallow, red sesbania, Spanish bloom, Tree-of-heaven, black locust, tree tobacco, castor bean, pampas grass, eucalyptus, tamarisk, and acacia. The County/District may add other invasive non-native plants to this list if approved by the Corps and DFG.
- M. The County/District may only use aquatic herbicides registered with the California Department of Pesticide Regulation. The County/District shall apply herbicides in accordance with regulations established by that department and in accordance with labeled instructions, once annually. Upon request, the County/District shall make available to DFG labeled instructions for any herbicides used by the County/District in performing maintenance work. The County/District shall report immediately to DFG the killing of any non-plant aquatic life caused by the use or spilling of any herbicide, pesticide, or other chemical.
- N. The County/District shall remove all trash and man-made debris collected in the channel. Any organic debris collected in the channel may be cut into appropriate sizes to be chipped and scattered as mulch in the Open Space Preserve Areas, or removed.
- O. The County/District shall be responsible for providing the Department entry to any work area. The County/District shall provide DFG keys for all locked gates and fences that restrict public access to Open Space Preserve Areas. The County/District agrees that DFG may inspect maintenance work areas at any time without first notifying, or obtaining consent from, the County/District. If work is ongoing during the time of the inspection, DFG shall make contact with

the supervisor/lead worker so the crew is aware that others are on site. DFG shall report to the County/District any problems it discovers during its inspection.

- P. If DFG determines that conditions have arisen or changed in such a manner that the work covered by this Agreement could adversely affect fish and wildlife resources, upon notice by DFG, the County/District shall temporarily stop the work until corrective measures are taken in consultation with DFG.
- Q. The County/District and all of its contractors shall be subject to the water pollution regulations found in the Fish and Game Code sections 5650 and 12015.

V. SUBMITTALS

- A. The County/District shall send or deliver all non-VRF submittals (e.g., standard 1602 notifications, annual reports, fees, and photographs) to the following address:

Department of Fish and Game  
Sacramento Valley - Central Sierra Region  
Attn: Lake or Streambed Alteration Program  
1701 Nimbus Road  
Rancho Cordova, California 95670  
(916) 358-2929 (telephone)  
(916) 358-2912 (fax)

- B. The County/District shall send all VRF submittals to the appropriate e-mail addresses listed on the distribution list. DFG and the County/District shall update the distribution list as needed, modify the revision date accordingly, and provide each other with a copy of the most current list.

## VI. REPORTING

The County/District shall provide a written report to DFG and the Preserve Manager on or before July 1 each year. The report shall include a brief description of the projects completed and a complete list of each location/facility where the County/District performed routine maintenance work during the previous fiscal year (i.e., July 1 through June 30). The report shall include also an impacts analysis (e.g., amount and/or type of vegetation removed, the size or "footprint" of the entire maintenance project, and/or the amount of sediment removed). To the extent feasible, the County/District shall submit pre- and post-project photographs with the annual report. The photographs shall be labeled and formatted for placement in Exhibit 1. The report shall reference this Agreement by title and by notification number

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## VII. FEES

The fees referenced below are based on the current fee schedule. These fees are subject to change. The County/District shall pay the appropriate fee from the existing fee schedule at the time the specific fee is paid.

### A. Initial Notification Fee

The County/District shall pay DFG the initial notification fee of \$1,200.00.

### B. Subsequent Fees

The County/District shall also pay a lump sum to DFG at the end of each fiscal year when it submits its annual report based on the total number of routine maintenance projects undertaken by the County/District (which shall be equal to the number of VRFs submitted to DFG during the fiscal year) and the following fee schedule:

\$100.00 for each maintenance project completed per calendar year,

### C. Amendment Fee

The fee to amend this Agreement shall be \$150.00.

### D. Renewal Fee

The fee to renew (i.e., extend) this Agreement shall be \$200.00.

VIII. OTHER PERMIT REQUIREMENTS

The County/District shall notify DFG if it discovers a conflict between any of the terms and conditions of this Agreement and those that another local, state, or federal governmental agency might impose under the laws and regulations it administers and enforces.

IX. AMENDMENT

- A. This Agreement may be amended or modified at any time by mutual written agreement executed by DFG and the County/District. Any proposal to amend or modify this Agreement shall be submitted for review and approval by the Corps, the Preserve Manager (for work in Phases II and III), the Regional Manager for DFG, or the Regional Manager's designee, unless otherwise specified, and the County/District.
- B. Notwithstanding paragraph A above, DFG and the County/District may modify the distribution list at any time, provided that DFG or the County/District indicates on the list the date it was modified, and thereafter provides the other party a copy of the list, as modified.
- C. DFG, the County/District, and the Preserve Manager shall meet in each January, or at some other mutually agreed to time, to discuss this Agreement. Both parties should be prepared to propose any amendments to this Agreement at the meeting.

X. TERMINATION

This Agreement shall remain in effect until it expires or is terminated in writing by DFG or the County/District. Termination shall become effective 30 days after receipt of the termination notice by the other party. In the event this Agreement is terminated, the County/District may complete any maintenance work that DFG approved prior to the date of the termination notice.

XI. RENEWALS

This Agreement may be renewed at the end of each term for another period of up to 5 years in accordance with Fish and Game Code section 1605, subdivisions (a) through (e). DFG's decision whether to grant a request to extend this Agreement shall be based in part on a review of the annual reports submitted by the County/District under Section VI of this Agreement. Notwithstanding Fish and Game Code section 1605, subdivisions (a) through (e), DFG may deny a request by the County/District to renew this Agreement if DFG determines that the County/District has failed to fully comply with one or more material terms and conditions of this Agreement. DFG shall not renew this Agreement until it has complied with CEQA, if such compliance is necessary.

## XII. DISPUTE RESOLUTION

DFG and the County/District shall attempt to resolve any alleged violation of Fish and Game Code section 1600 et seq. or any disagreement between DFG and the County/District regarding this Agreement at the field staff level. If DFG concludes that the County/District is failing, or has failed to, comply with Fish and Game Code section 1600 et seq. or the terms and conditions of this Agreement, DFG shall notify the County/District, either verbally or in writing, of the work constituting the asserted violation and the County/District shall immediately suspend the work, unless the work is emergency work necessary to protect life or property. As expeditiously as possible after the suspension occurs (in the case of an asserted violation) or if field staff cannot resolve an issue (in the case of a disagreement), DFG staff shall inform the Assistant Chief and Regional Manager of the suspension (in the case of an asserted violation), or the Regional Manager only (in the case of a disagreement), and the Regional Manager shall inform the County/District's Special Districts Unit (and the Preserve Manager, if the violation/disagreement concerns Phases II and III). The Regional Manager and the County/District's Special Districts Unit shall thereafter commence the following dispute resolution process:

- A. The Regional Manager shall contact the County/District's Special Districts Unit in an effort to mutually resolve the asserted violation or disagreement. DFG and the County/District shall address whether the County/District was in compliance with Fish and Game Code section 1600 et seq. or this Agreement; whether this Agreement should be modified, suspended, or revoked; whether the County/District should provide restitution for damage caused to fish and wildlife resources, if any damage occurred; and/or any other relevant issues.
- B. If the Regional Manager and the County/District's Special Districts Unit are unable to resolve the asserted violation or disagreement within 7 days of the meeting to discuss the matter, the Regional Manager and the County/District's Special Districts Unit shall elevate the matter to a Deputy Director of each department.
- C. If the Deputy Directors are unable to mutually resolve the asserted violation or disagreement within 7 days of the meeting to discuss the matter, they shall refer the asserted violation or disagreement to the Directors of each department.

DFG shall exercise its authority in a manner intended to encourage resolution, settlement, and compromise of all asserted violations or disagreements in an effort to avoid seeking prosecution. However, nothing in this Agreement compromises DFG's authority and responsibilities under the Fish and Game Code or other state laws or regulations.

### XIII. ENTIRE AGREEMENT

This Agreement constitutes an understanding between the Department and the County/District for routine maintenance activities. This Agreement supersedes all prior and contemporaneous routine activity agreements, representation, understanding, if any, whether oral or written.

A copy of this Agreement must be provided to the Contractor/work crew and must be in their possession at the work site. The Agreement shall be presented to any Department of Fish and Game employee inspecting the stream maintenance activity.

Renewal of this Agreement shall consist of review by DFG, the County/District, and the Preserve Manager, unless there is a change in the scope of work of the Agreement. If there is a change, then the document shall be submitted to the Corps for review and approval.

The renewal process shall take place as outlined below:

- Every five years, the County/District, (or their consultant) will send a draft of the proposed 1602 application to the Preserve Manager (and the Corps if required) for their review and comment.
- The County/District (or their consultant) will submit the application to the California Department of Fish and Game and will work with that agency to finalize the document.
- A copy of the signed 1602 will be sent to the Preserve Manager and the Corps.

### XIV. CONTRACT ADMINISTRATOR

The El Dorado County Officer or employee with responsibility for administering this Agreement is Tom Celio, Deputy Director, Maintenance, Department of Transportation, or successor.

XV. EFFECTIVE DATE AND TERM

This agreement shall become effective on the date of last signature below, and shall expire five years from the date of last signature below, unless it is terminated at an earlier date or renewed prior to its expiration.

COUNTY OF EL DORADO

  
\_\_\_\_\_  
**JAMES R. SWEENEY**, Chairman  
Board of Supervisors

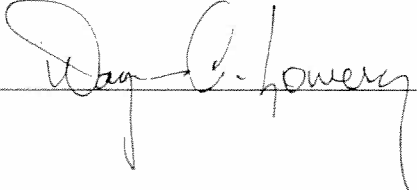
Date: July 18, 2006

Attest:  
Cindy L. Keck  
Clerk of the Board of Supervisors

By: Cindy Keck  
Deputy Clerk

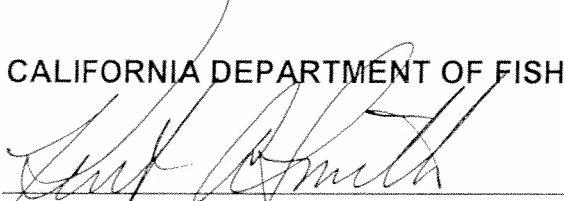
Date: July 18, 2006

EL DORADO HILLS COMMUNITY SERVICES DISTRICT

  
\_\_\_\_\_

Date: Aug. 4, 2006

CALIFORNIA DEPARTMENT OF FISH AND GAME

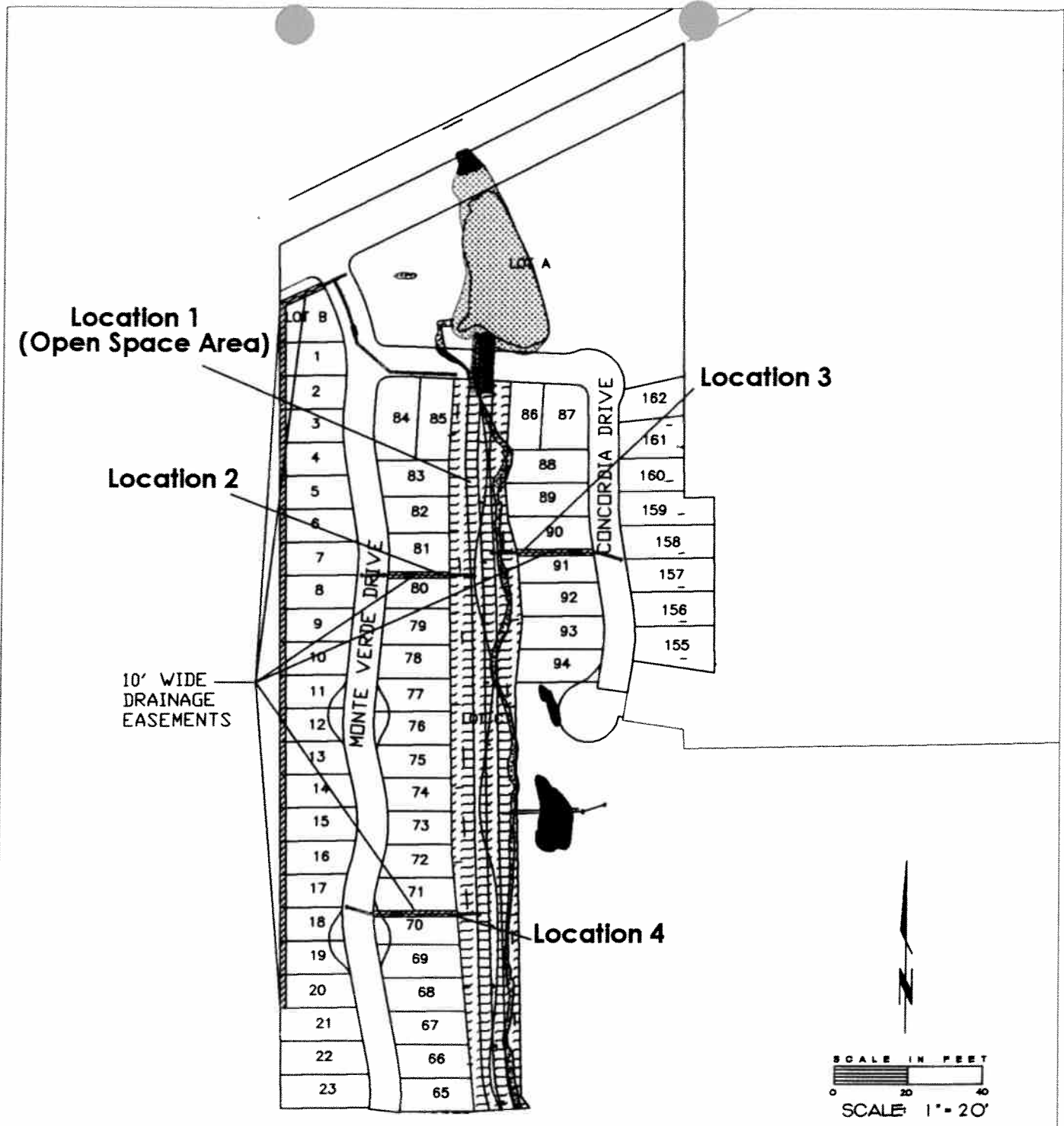
  
\_\_\_\_\_  
Sandra Morey, Regional Manager  
Sacramento Valley -Central Sierra Region

Date: 12/14/06



**EXHIBIT 1**  
**Location Maps and Photographs**

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**WETLANDS LEGEND**

AVOIDED	FILLED	WETLAND TYPE	AVOIDED	FILLED
		CHANNEL WITH WETLANDS	0.487 AC	0.02 AC
		CHANNEL WITHOUT WETLANDS	0.502 AC	0
		BASH WETLANDS	0.444 AC	0.82 AC
		POND	0.780 AC	0.03 AC
		VERNAL POOLS	0.006 AC	0

- = CREEK DRAINAGE EASEMENT AREA
- = DRAINAGE DITCH EASEMENT AREA
- = STORM DRAIN SYSTEMS

FILENAME: -DWGS\2004-059\PH1-MaintPlan.DWG 06/25/04

**Exhibit 1a. Phase 1 Maintenance Plan**

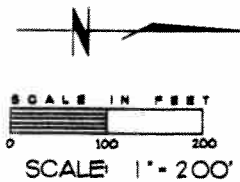
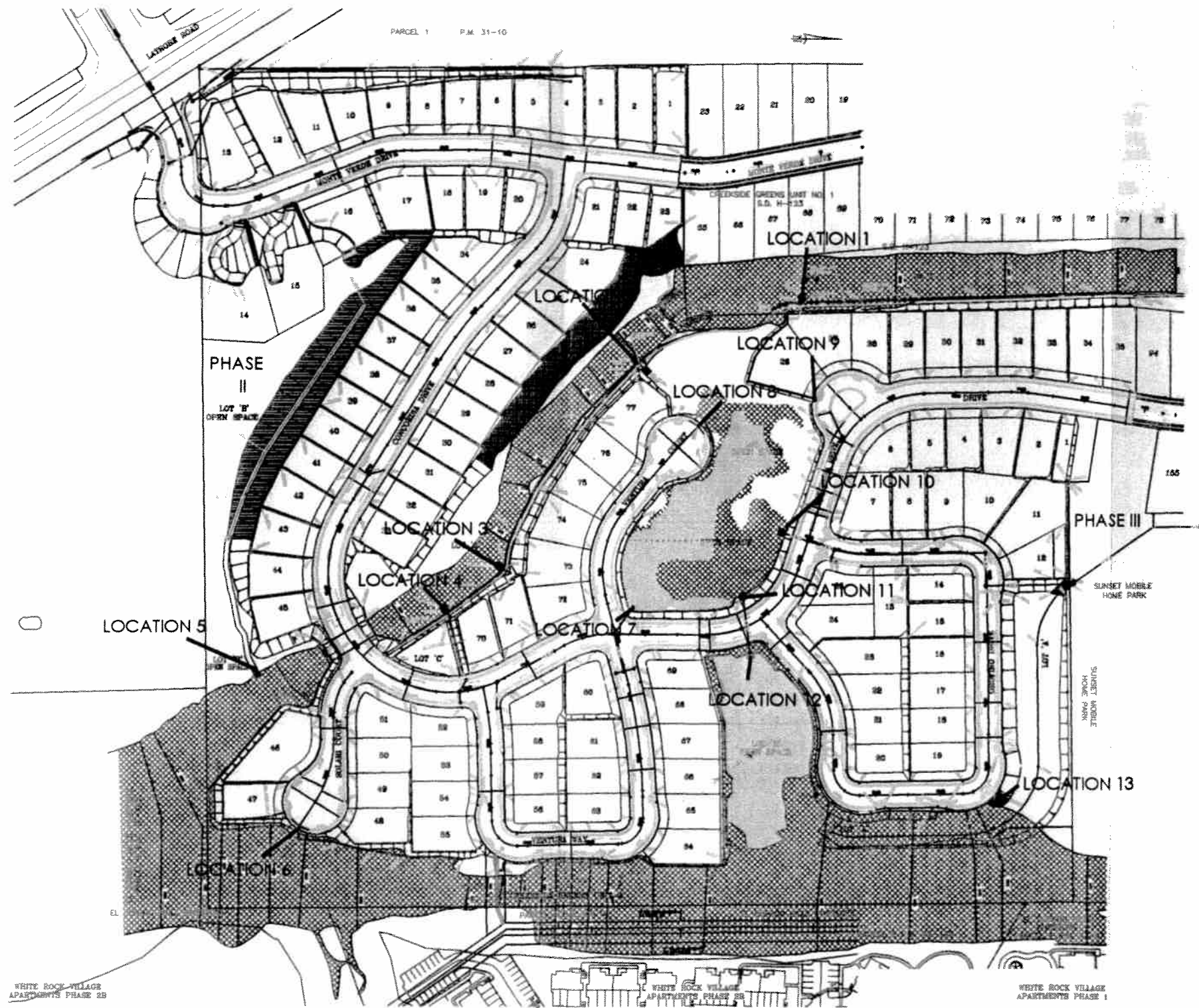
2004-059 Creekside Greens MOU (1602)



**LEGEND**

	DROP INLET (DI)		□
	STREET SIGN		#
	2:1 CUT OR FILL SLOPE		
	1 1/2:1 CUT SLOPE		
	1 1/2:1 FILL SLOPE		
	RET. WALL		
	X TREE PROTECTION FENCE		N/A
	TREE TO BE REMOVED		
	STOP SIGN		
	STORM DRAIN PIPE		
	NORMAL PONDING		
	100 YEAR WATER SURFACE ELEVATION		
	WROUGHT IRON FENCE SEE DETAIL, SHEET 2		
	POST & RAIL FENCE SEE DETAIL, SHEET 3		
	PEDESTRIAN GUARDRAIL SEE DETAIL, SHEET 3		

**NOTE:**

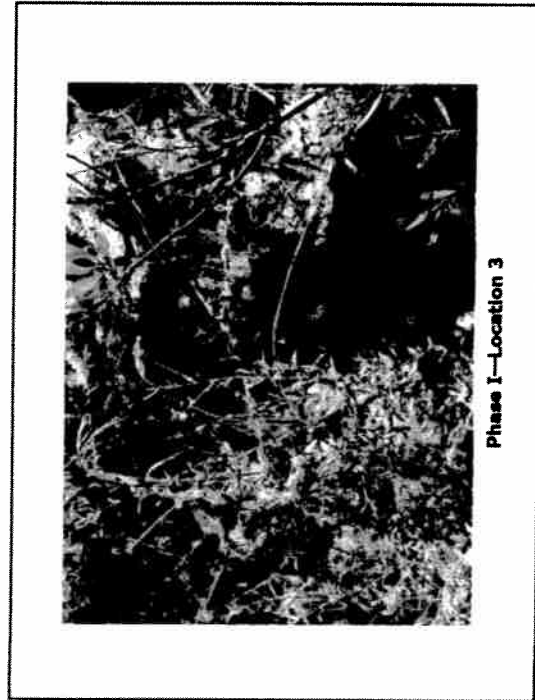




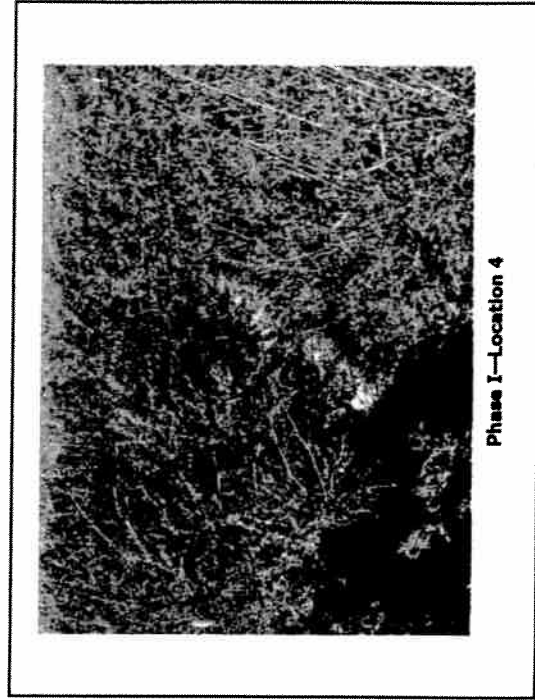
Phase I—Location 1



Phase I—Location 2

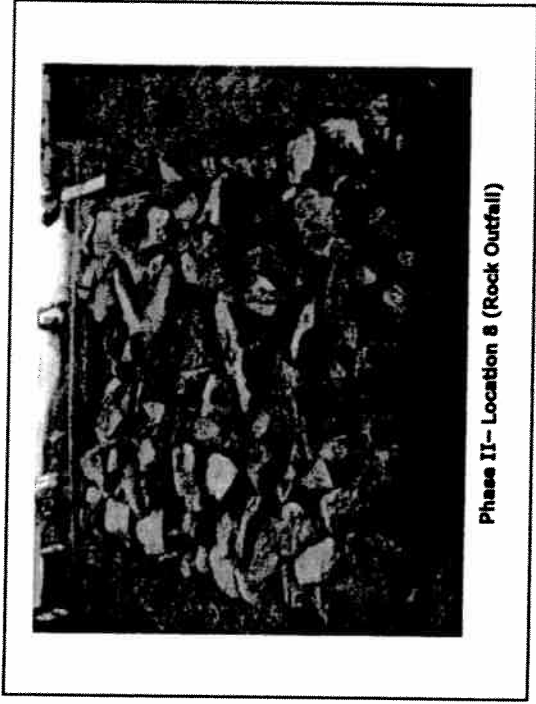
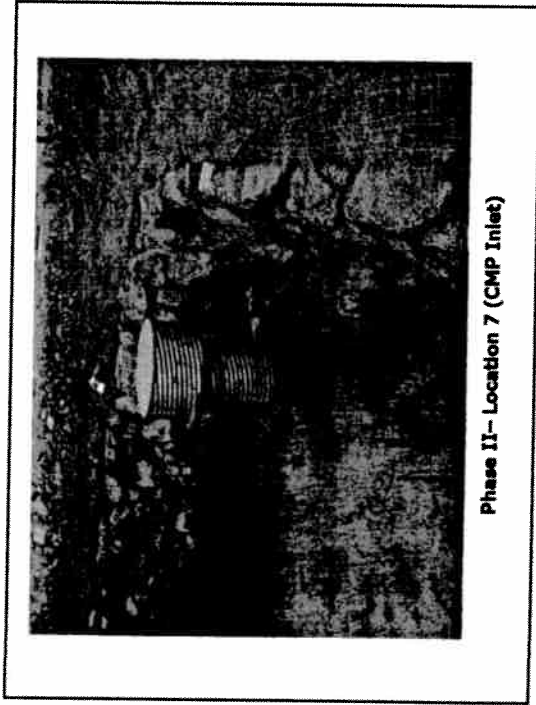
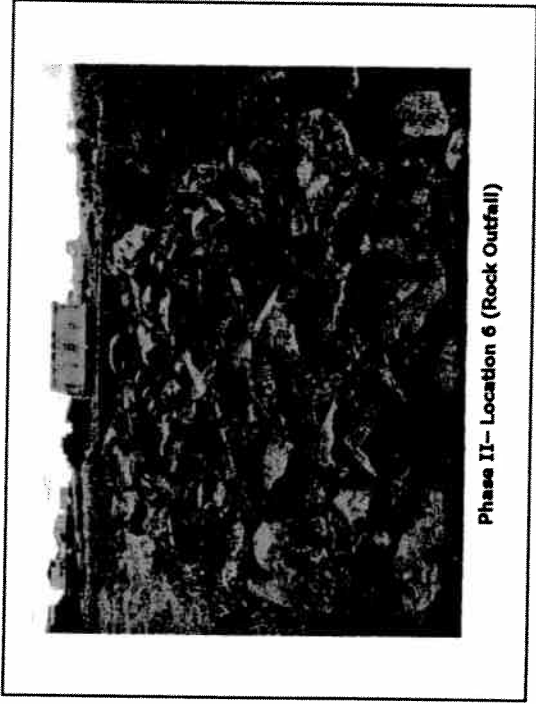
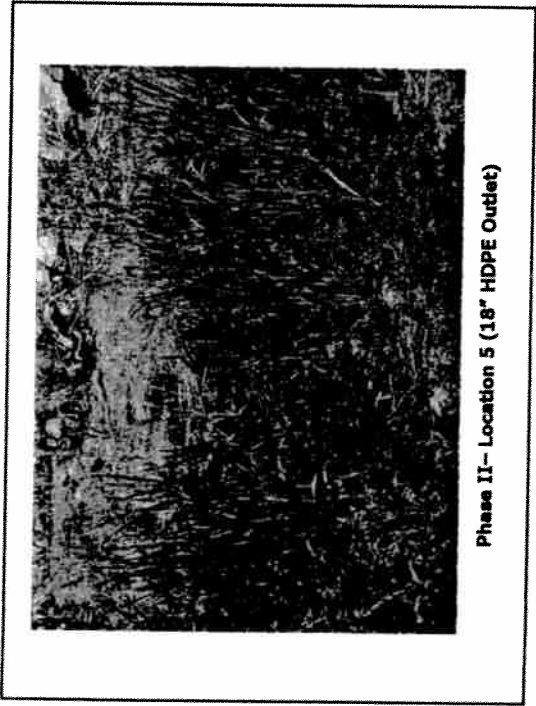


Phase I—Location 3



Phase I—Location 4









Phase II—Location 9 (18" Outlet)



Phase II—Location 10 (18" Outlet)



Phase II—Location 11 (36" Outlet)



Phase III- Location 12 (36" Outlet)



Phase III - Location 13 (18" Outlet)

### Phase III Maintenance Location Photos

2004-059 Creekside Greens



**EXHIBIT 2**  
**Description of Maintenance Activities**

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## Phase I

- Main channel (see Phase I—Location 1)

Annually remove trash, dead trees, branches, and associated debris that may substantially reduce or obstruct water flow. May thin young trees where tree density is likely to cause problems with regard to canal capacity. Use aquatic herbicide to maintain and control vegetation (single annual use).

- Three drainage outlets and one drainage inlet (See Phase I—Locations 2, 3, and 4)

Annually remove any silt, trash, and debris that may obstruct designed water flow. Use aquatic herbicide to maintain and control vegetation (single annual use).

## Phase II

- Four 18" Outlets Along Walk Path (See Phase II/III—Locations 1, 2, 3, and 4)

Annually remove any silt, trash, and debris that may obstruct designed water flow. Use aquatic herbicide to maintain and control vegetation (single annual use).

- Lot B (18" HDPE outlet off of "V" ditch, see Phase II/III—Location 5)

Annually remove trash and debris that may obstruct designed water flow. Use aquatic herbicide to maintain and control vegetation (single annual use)

- Solari Ct (Rock Outfall, see Phase II/III—Location 6)

Annually remove silt, trash, and debris that may obstruct designed water flow. Use aquatic herbicide to maintain and control vegetation (single annual use).

- Northwest corner of Concordia and Ventura (24" CMP Inlet, see Phase II/III—Location 7)

Annually remove trash, silt, and debris that may obstruct designed water flow. Remove any trees under 12" DBH within 10' of drainage structure. Use aquatic herbicide to maintain and control vegetation (single annual use).

- Ventura Court (Rock Outfall, see Phase II/III—Location 8)

Annually remove silt, trash and debris that may obstruct designed water flow. Use aquatic herbicide to maintain and control vegetation (single annual use).

- (2 – 18" outlets and 1 – 36" outlet, see Phase II/III—Locations 9, 10, and 11)

Annually remove trash, silt, and debris that may obstruct designed water flow. Removal of any trees under 12" DBH within 10 feet of drainage structure. Use aquatic herbicide to maintain and control vegetation (single annual use).

### Phase III

- (1 – 36" inlet and 1 – 18" outlet with Rock Outfall, see Phase II/III—Locations 12 and 13)

Annually remove trash, silt, and debris that may obstruct designed water flow. Removal of any trees under 12" DBH within 10 feet of drainage structure. Use aquatic herbicide to maintain and control vegetation (single annual use).

- Northeast corner of Phase III (see Phase II/III—Location 15)  
Remove invasive 'Tree of Heaven'.

#### Additional Notes:

All work to be completed August 15th to March 1st