FOR CONTRACT NO.: 05-08904

INFORMATIONAL HANDOUT

AGREEMENTS

CALIFORNIA DEPARTMENT OF FISH AND GAME
AGREEMENTNO. 2008-0021-R4

ROUTE: 05-Mon-101-R41.5

AGREEMENT

Stream Alteration Agreement–Routine Maintenance
California Fish and Game Code Section 1602
Stream Alteration Agreement No. 2008-0021-R4
California Department of Transportation District 5
Routine Maintenance Activities in Streams, Rivers, Ponds, Lakes, or Reservoirs - San Luis Obispo, Monterey, and San Benito Counties

Parties: **California Department of Fish and Game**
Central Region
1234 East Shaw Avenue
Fresno, California 93710

California Department of Transportation
District 5
50 Higuera Street
San Luis Obispo, California 93401

PURPOSE:

This Stream Alteration Agreement–Routine Maintenance is by and between the **California Department of Fish and Game**, herein after called the "Department", and the **California Department of Transportation**, hereinafter called "Caltrans", for the purpose of delineating and defining routine maintenance activities within streams and ponds in San Luis Obispo, Monterey, and San Benito counties of Caltrans' District 5. This Stream Alteration Agreement – Routine Maintenance identifies general and site-specific provisions and restrictions on Caltrans activities, to prevent any substantial adverse impacts to fish and wildlife resources while permitting required maintenance work to proceed.

WHEREAS:

1. Mr. Tom Edell, representing the California Department of Transportation (referred to as "Caltrans") on January 31, 2008, notified ("Notification" No. 2008-0021-R4) the Department of Fish and Game (Department) of their intent to divert or obstruct the natural flow of, or change the bed or banks of, or use materials from various streams, rivers, ponds, lakes, or reservoirs in San Luis Obispo, Monterey, and San Benito Counties, waters over which the Department asserts jurisdiction pursuant to Division 2, Chapter 6 of the California Fish and Game Code.

2. Section 1601 of the Fish and Game Code (FGC§) allows the Department to propose reasonable modifications to certain maintenance and construction projects as

would allow for the protection and continuance of existing fish and wildlife resources that may be substantially adversely affected by that maintenance activity.

3. With regard to any Project that involves routine maintenance and operation of water supply, drainage, flood control, or waste treatment and disposal facilities, notice to, and agreement with, the Department is not required subsequent to the initial notification agreement, unless the work as described in the agreement is substantially changed or conditions affecting fish and wildlife resources change, and the resources are adversely affected by the activity conducted under the agreement.

4. It is essential that Caltrans perform routine maintenance within miscellaneous streams and lakes in Caltrans' District 5 to maintain the designed capacity of the channel(s), to protect the State Highway System, and to prevent loss of life and property.

5. Consistent with the policies of FGC§ 1600 et seq., the protection and conservation of the fish and wildlife resources of California are of utmost public interest, and fish and wildlife conservation is a proper responsibility of the State.

6. In order to avoid future conflicts, it is mutually beneficial to delineate and define routine maintenance, to establish procedures to expedite maintenance activities, and to provide for the protection and continuance of the existing fish or wildlife resources during such maintenance activities.

7. This Stream Alteration Agreement–Routine Maintenance is not intended to affect Caltrans right under FGC§ 1601 (f) to undertake emergency work necessary to protect life or property.

NOW THEREFORE, IT IS AGREED THAT:

1. The receipt of this document ("Agreement"), by Caltrans, satisfies the Department's requirement to notify Caltrans of the existence of an existing fish and wildlife resource that may be substantially adversely affected by the Project that is described in the Notification.

2. The contents of this Agreement constitute the Department's proposals as to measures necessary to protect fish and wildlife resources, and satisfy the Department's requirement to submit these proposals to Caltrans.

3. The signature of Caltrans' representative on this Agreement constitutes Caltrans' commitment to incorporate the Department's proposals into the Project that is described in the Notification.

4. This Agreement does not exempt Caltrans from complying with all other applicable local, State and Federal law, or other legal obligations.

5. This Agreement, alone, does not constitute or imply the approval or endorsement of a Project, or of specific Project features, by the Department of Fish and Game, beyond the Department's limited scope of responsibility, established by Code Sections 1600 et seq. This Agreement does not therefore assure concurrence, by the Department, with the issuance of permits from this or any other agency. Independent review and recommendations shall be provided by the Department as appropriate on those maintenance projects where local, State or Federal permits or environmental reports are required.

6. This Agreement does not authorize the "take" as defined by Fish and Game Code Section 86 as (hunt, pursue, catch, capture, kill, or attempt to do so) of State-listed threatened or endangered species. If Caltrans, in the performance of the agreed work, discovers the presence of a listed species in the Project work area, work shall stop immediately. Caltrans shall not resume activities authorized by this Agreement until such time as valid "take" permits are obtained from the Department pursuant to Fish and Game Code Sections 2081(a) and 2081(b) as appropriate and additional CEQA analysis is complete.

7. To the extent that the Provisions of this Agreement provide for the diversion of water, they are agreed to with the understanding that Caltrans possesses the legal right to so divert such water.

8. To the extent that the Provisions of this Agreement provide for activities that require Caltrans to trespass on another owner's property, they are agreed to with the understanding that Caltrans possesses the legal right to so trespass.

9. To the extent that the Provisions of this Agreement provide for activities that are subject to the authority of other public agencies, said activities are agreed to with the understanding that all appropriate permits and authorizations shall be obtained prior to commencing agreed activities.

10. All Provisions of this Agreement remain in force throughout the term of the Agreement. Any Provision of the Agreement may be amended at any time, provided such amendment is agreed to in writing by both parties. Mutually approved amendments become part of the original Agreement and are subject to all previously negotiated Provisions. The Agreement may be terminated by either party, subject to 30 days written notification.

11. Caltrans shall provide a copy of the Agreement to the Project supervisors and all contractors and subcontractors. Copies of the Agreement shall be available at work sites during all periods of active work and shall be presented to Department personnel upon demand.

12. Caltrans agrees to provide the Department access to the Project site at any time to ensure compliance with the terms, conditions, and Provisions of this Agreement.

13. Caltrans and any contractor or subcontractor, working on activities covered by this Agreement, are jointly and separately liable for compliance with the Provisions of this Agreement. Any violation of the Provisions of this Agreement is cause to stop all work immediately until the problem is reconciled. Failure to comply with the Provisions and requirements of this Agreement may result in prosecution.

14. Caltrans assumes responsibility for the restoration of any fish and wildlife habitat which may be impaired or damaged either directly or, incidental to the Project, as a result of failure to properly implement or complete the mitigation features of this Agreement, or from activities which were not included in the Caltrans' Notification.

15. It is understood that the Department enters into this Agreement for purposes of establishing protective features for fish and wildlife, in the event that a Project is implemented. The decision to proceed with each Maintenance Project is the sole responsibility of Caltrans, and is not required by this Agreement. It is agreed that all liability and/or incurred costs, related to or arising out of Caltrans' Project and the fish and wildlife protective conditions of this Agreement, remain the sole responsibility of Caltrans. Caltrans agrees to hold harmless and defend the Department of Fish and Game against any related claim made by any party or parties for personal injury or other damage.

16. The terms, conditions, and Provisions contained herein constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that Caltrans is precluded from doing other activities at the site. However, activities not specifically agreed to and resolved by this Agreement are subject to separate notification pursuant to Fish and Game Code Sections 1600 et seq.

California Environmental Quality Act (CEQA) Compliance: In approving this Agreement, the Department is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description. Caltrans' concurrence signature on this Agreement serves as confirmation to the Department that the activities that shall be conducted under the terms of this Agreement are consistent with the Project described in Notification No. 2008-0021-R4. Caltrans submitted a Categorical Exemption dated January 2, 2008.

Project Location: The work authorized by this Agreement will occur in San Luis Obispo, Monterey, and San Benito counties. A list of all possible bridges and culverts within these counties where work might occur was submitted with the notification.

Caltrans shall submit a Maintenance Notification Verification Request Form (VRF) (Exhibit 1), before work begins at any of these locations. The VRF shall include a map of the location and photos when possible, as well as a description of the work to be done at that location.

Project Description: Caltrans' Notification includes Fish and Game Notification Form FG2023 and a copy of 1600-R3-2002-0326 which previously covered these three (3) counties as well as Santa Cruz County in an agreement with the Department's Region 3 as it was formerly delineated. The Notification comprises Caltrans' Project description, and it is used as the basis for establishing the protective Provisions that are included in this Agreement. Any changes or additions to the Project as described in the Notification shall require additional consultation and protective Provisions. The Department's concurrence with Caltrans' CEQA Determination is based upon Caltrans' commitment to full implementation of the Provisions of this Agreement. Caltrans has proposed the following scope of work. The bulleted items comprise the activities authorized by this Agreement.

- Removal of Debris or Obstructions. Caltrans may clear existing facilities of trash, rubbish, flood-deposited woody debris, and material in clear danger of falling into the channel to the extent that these obstructions significantly reduce channel capacity, impede storm flow, accelerate erosion and/or cause damage to man-made structures. These activities shall be conducted only when streams are dry or outside of the active channel, with the exception of flood-deposited woody debris immediately following a storm event, which may be removed while water is present.

- Removal of Silt, Sand, or Sediment. Caltrans may clear existing facilities of silt, sand, or sediment which reduces or obstructs flow. This agreement does not authorize Caltrans to remove silt, sand, sediment, or other material beyond a facilities current design flow or beyond 50 feet from the facility. These activities shall be conducted only when streams are dry.

- Vegetation Control. Caltrans may control herbaceous vegetation in a facility that restricts normal flow under or through it, except that Caltrans may not remove trees greater than four (4) inches in diameter at breast height (DBH) without prior approval from the Department. Vegetation removal shall be limited to 50 feet from the existing facility to facilitate stream flow. These activities shall be conducted only when streams are dry, or outside of the active channel.

- Minor Repair of Existing Facilities. Caltrans may make minor repairs to existing facilities in dry stream channels; including flap gates and water control structures, provided that bank stability is not degraded.

- Rip Rap Replenishment. Caltrans may replenish damaged rip rap with clean rock within the existing footprint of previously rip rapped areas provided the stream is

dry and, with prior Department approval, old rip rap that may have fallen into the channel is removed. Placement shall be done without heavy equipment entering the streambed or channel. If the replacement requires any vegetation removal, prior written approval from the Department is required.

- Culverts. Caltrans may maintain or replace culverts in stream channels associated with roadways and install energy dissipaters, headwalls, and wingwalls on existing culverts. Larger culverts may be installed provided the new culvert will not expand of the use of the roadway where the culvert is being replaced. These activities shall be conducted only when streams are dry.

- Test Boring. Caltrans may obtain core samples and conduct other minor geotechnical sampling, for the purpose of determining bridge foundation stability or for cultural investigations provided such work does not cause an adverse impact to fish and wildlife resources. These activities shall be conducted only when streams are dry, or outside of the active channel.

The specific type and extent of work to be done, specifications (if applicable), biological resources in the vicinity and date work is scheduled shall be submitted with Caltrans' Maintenance Notification VRF.

Plant and Animal Species of Concern: This Agreement is intended to specify measures to avoid adverse impacts to the fish and wildlife resources that occupy the waterways where maintenance work will occur and the adjacent areas. Species that could potentially be impacted are birds, mammals, reptiles, amphibians, invertebrates, and plants that comprise the local ecosystem. Departmental files and Caltrans' records contain lists of species that could occur in the Project vicinity.

PROVISIONS:

General

1. The Notification, together with all supporting documents, including the Maintenance Notification VRF's (Exhibit 1), is hereby incorporated into this Agreement to describe the location and features of the proposed maintenance projects. Caltrans agrees that all work shall be done as described in the Notification and supporting documents, incorporating all wildlife resource protection features, mitigation measures, and provisions as described in this Agreement.

2. Two (2) weeks prior to beginning work, Caltrans shall submit a Maintenance Notification VRF, to the Department (fax to Laura Peterson-Diaz, Environmental Scientist, at (559) 243-4020 or e-mail to lpdiaz@dfg.ca.gov). Upon receipt of a VRF, the Department shall determine if the maintenance work may proceed as scheduled,

and that it meets the required avoidance measures and limited scope of projects allowed in this agreement, or may not be executed under the Maintenance Agreement and requires separate 1602 notification and CEQA analysis. Caltrans shall also notify the Department upon the completion of the maintenance activities.

3. Projects with a footprint larger than 2,000 square feet or any Project over 50 feet in length, or adjacent projects that total over 50 feet in length within three (3) years shall require consultation with the Department. The Department may accept the Project as part of this Maintenance Agreement or it may require a separate 1602 notification and CEQA analysis.

4. Before the start of maintenance activities covered under this Agreement, Caltrans shall provide training and a copy of this Stream Alteration Agreement–Routine Maintenance to all contractors, subcontractors and Caltrans Project supervisors. All workers shall have received training from Caltrans' staff, or approved alternate trainer, on the content of this Agreement, the resources at stake, and the legal consequences of non-compliance.

5. Copies of this Stream Alteration Agreement–Routine Maintenance shall be available at the Project site during all periods of active work and must be presented to the Department personnel upon demand.

6. Agreed activities within the bed, bank or channel may commence after the Department has given its concurrence to the VRF. This Agreement shall remain in effect for five (5) years beginning on the date signed by the Department.

Flagging/Fencing

7. The upstream and downstream limits of the work areas, access routes, and all Environmentally Sensitive Area (ESA) boundaries shall be identified with brightly colored flagging. All other areas within the riparian corridor shall be avoided. The work area limits shall not extend beyond Caltrans' Right of Way (ROW) and/or temporary easements, and shall be confined to the minimal area needed to accomplish the proposed work. Flagging shall be maintained in good repair.

Wildlife

8. A Caltrans biologist shall review all maintenance activities and shall conduct any general wildlife surveys needed to confirm that there will not be any adverse impacts to fish and wildlife resources due to the maintenance work. Caltrans shall forward this clearance to the Department as part of the VRF.

9. Maintenance activities that may disturb avian nesting habitat or will take place during the February 15 through August 15 nesting season, shall only be approved after a qualified Caltrans biologist conducts surveys for actively nesting birds. Survey results

shall be sent to the Department for review. Evidence of nest building, egg laying or chick rearing may cause work delays until nesting activities have finished. If nesting Activity is evident, work may not proceed without written approval from the Department.

10. Swallows – Caltrans shall avoid work on structures when it would disturb nesting swallows (February 15 - August 15). If such a condition cannot be met, then prior to February 1, of each year, Caltrans shall remove all existing nests which would be destroyed by the maintenance activities. Caltrans shall continue to discourage new nest building in places where they would be disturbed, using methods developed in consultation with the Caltrans District biologist and the Department. Nest removal and hazing must be repeated at least weekly until construction begins, or until a swallow exclusion device (netting with visual warning for the birds to prevent entanglement) is installed. Swallows may be allowed to nest on portions of the structure where conflicts during maintenance activities are not anticipated.

11. Access/egress and disposal site locations shall be selected in areas that do not have animal burrows or provide habitat for listed/sensitive species.

12. All work shall be completed during daylight hours.

13. If any wildlife is encountered during the course of routine maintenance work, said wildlife shall be allowed to freely leave the area unharmed.

Listed/Sensitive Species (Including both plant and animal species)

14. Areas in Caltrans District 5 have been identified as areas that are potentially inhabited by State- or Federal-listed/sensitive species. This Stream Alteration Agreement–Routine Maintenance does not allow for the "take," or "incidental take," of any State- or Federal-listed threatened or endangered species, Fully Protected Species, or California Species of Special Concern. Liability for any "take," or "incidental take," of such listed/sensitive species remains the responsibility of Caltrans for the duration of maintenance activities. Any "take" of such listed/sensitive species may result in prosecution and shall nullify this Stream Alteration Agreement–Routine Maintenance.

15. In areas that may support State- or Federal-listed/sensitive species, a qualified Caltrans biologist shall conduct Department and United States Fish and Wildlife Service (USFWS) approved surveys for appropriate potential rare, threatened, and endangered species. Caltrans shall not begin work until the Department concurs with the biologist's determination that maintenance activities will avoid impacts to any listed species. If any State- or Federal-listed Threatened or Endangered species are found within the proposed work area or could be impacted by the work proposed, a new Agreement will be necessary, a new CEQA analysis will need to be conducted, and a 2081 (b) Incidental Take permit may be required.

16. A qualified biologist shall be present during any maintenance activities in areas where State- or Federal-listed, threatened and or endangered species are known to be present to ensure no impacts occur to the species. This environmental monitor shall have the authority to suspend maintenance activities that may result in "take" of a State- or Federal-listed species.

Vegetation

17. Vegetation removal shall be completed by hand where possible and practical. Use of heavy equipment or chemicals shall not be allowed without written permission from the Department. The disturbance or removal of vegetation within the agreed work area shall not exceed the minimum necessary to complete operations and ensure proper operation of the culvert, structure, seep or pond. Precautions shall be taken to avoid any damage to non-target vegetation by people or equipment. Where appropriate, roots and stumps shall be left intact to facilitate regrowth.

18. No living, native, trees or woody shrubs over 4 inches DBH or branches greater then 3 inches shall be removed without prior Department approval.

19. Caltrans may manually remove non-native vegetation [such as tamarisk, giant reed (*arundo*), tree tobacco, castor bean, pampas grass, eucalyptus, and acacia], including stumps and roots from all jurisdictional areas. Work shall be done outside the bird nesting period (February 15 - August 15) unless surveys are done to determine that no nesting birds will be impacted. Herbicide application will require specific written Department approval in the concurrence to the VRF.

20. Emergent vegetation in streams and ponds shall be removed, only when work area is dry, using the following protocol.

Ponds and Seeps: Maintenance activities shall be limited to the amount necessary to maintain drainage and storage capacity in their original location and configuration. Only 50 percent of a pond or seep shall be maintained in any one (1) year. Areas cleared shall not be cleared again for a minimum of two (2) years.

Streams: No native vegetation shall be disturbed on the upper half (1/2) of the bank slope or on the top of the bank, except that Caltrans may prune vegetation to the point where operation of a structure and/or the original line of sight for driveways/roadways entering a State highway is restored to original or safe conditions.

21. Cleared or trimmed vegetation and woody debris shall be disposed of in a legal manner. With the Department's written approval specific to each incident, fallen trees, tree limbs, and other woody debris may be used as part of a bio-technical bank stabilization technique or used to enhance wildlife habitat.

Vehicles

22. Construction vehicles and equipment required for this Project shall be described in the VFR. Vehicle access to streams and wetlands shall be limited to a predetermined ingress and egress corridor on existing roads. If new access to streams or wetlands is necessary, no more than one (1) vehicle route with a maximum width of 12 feet shall be constructed. Vehicle corridors shall be flagged. No equipment shall be allowed to operate in a stream channel that contains water. All other natural areas adjacent to the work site shall be considered an ESA and shall remain off-limits to vehicles and construction equipment.

23. Only the bucket of the excavator/backhoe may operate in water covered portions of the stream to remove flood-deposited woody debris. At no time shall the main body of the excavator/backhoe enter water covered portions of the stream or pond.

Pollution

24. Caltrans and all contractors and subcontractors shall be subject to the pollution protective and other features of Department of Transportation Standard Specifications Section 7-1.01G and Fish and Game Code Sections 5650 and 12015. In addition, all Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.

25. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the stream channel and banks. Any equipment or vehicles driven and/or operated within or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic life. If a spill should occur, cleanup shall begin immediately. The Department shall be notified as soon as possible by Caltrans and shall be consulted regarding further cleanup procedures. To the extent possible, building materials and construction equipment shall be stored in unvegetated or previously disturbed areas.

26. 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 fish or wildlife resulting from Project-related activities, shall be prevented from entering the "Waters of the State" and/or contaminating the soil. Use of sacked concrete, asphalt pieces or asphalt containing pavement grindings on the embankments is prohibited.

27. For test boring, Caltrans shall have a contingency plan and the appropriate equipment at the Project site to handle the unlikely event of a frac-out during the drilling process. A means of containment and clean-up shall remain on standby throughout the drilling process.

Siltation/Erosion

28. Maintenance activities within the Project area shall be completed when the area is dry.

29. Caltrans ability to minimize turbidity, siltation, and erosion shall be the subject to conditions of the California Regional Water Quality Control Board Basin Plan.

30. Removal of living and dead vegetation, sediment, and debris in the defined area shall be performed to the extent necessary to ensure proper operation of the culvert, structure, seep or pond. After living and dead vegetation, sediment, and debris are removed the area topography and drainage patterns shall be return to its designed or natural condition.

31. Erosion control work includes repair of failed rock, sacked concrete, gabions, rip-rap or other such devices. Maintenance activities shall be confined to the failed section and a maximum of 20 linear feet, up and downstream, of the failed area. Repairs shall not exceed the original specifications.

32. All disturbed soils shall be stabilized to reduce erosion potential, both during and following construction. Erosion control Best Management Practices (BMP's) shall be applied to all disturbed areas.

Debris Removal/Spoils

33. Sand, silt, sediment and emergent vegetation removal shall be limited to the stream bottom and no more than 50 linear feet up or downstream of the structure. Sediment removal shall not be deeper than six inches below the existing culvert apron.

34. Sand, silt, sediment and emergent vegetation removal shall be limited to periods when the stream channel or pond is dry.

35. All cleared debris shall be removed from the normal high water areas of stream or channel and shall not be redeposited within the flood plain. Spoil sites shall not be located within a stream or wetland, where spoil could be washed back into a stream, or where it covers aquatic or riparian vegetation.

Fill

36. Rock, gravel, and/or other materials shall not be imported into or moved within the stream, except as otherwise addressed in this Agreement. Only on-site materials and clean imported fill shall be used to complete the Project. Placement of materials shall be done without operating heavy equipment in the streambed. Fill length, width, and height dimensions shall not exceed those of the original installation or the original naturally occurring topography, contour, and elevation.

37. Fill shall be limited to the minimal amount necessary to accomplish the agreed activities. Clean imported fill shall be stored only on previously disturbed ground, and shall not cover riparian vegetation. Excess fill material shall be moved off-site at Project completion.

Restoration

38. Excess material, including construction debris, must be removed from the Project site pursuant to Department of Transportation Standard Specifications Section 7-1.13.

39. Caltrans shall make the final contour of the site match the adjacent slope of the land and provide the appropriate surface water drainage. All areas subject to temporary ground disturbance, including storage and staging areas, temporary roads, pipeline corridors, etc., shall be recontoured, if necessary, and revegetated to promote restoration of the area.

40. Caltrans assumes responsibility for the restoration of any fish and wildlife habitat which may be impaired or damaged either directly or incidental to the maintenance activities as a result of failure to properly implement or complete the protective features of this Stream Alteration Agreement–Routine Maintenance, or from activities which were not included in Caltrans notification.

41. Any alteration of existing channel morphology not addressed in this Stream Alteration Agreement–Routine Maintenance shall be subject to Department approval. Detailed plans shall be submitted to the Department for approval and processing.

42. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.

RENEWAL:

This 1601 Agreement shall expire five (5) years after the date that it is signed by both Caltrans and the Department. If requested by Caltrans prior to expiration, the Department will review the 1601 and determine at its own discretion, whether to renew the Agreement as is, make minor amendments deemed necessary by the Department or requested by Caltrans, or if significant changes are required, develop a new Agreement.

AMENDMENT AND TERMINATION:

This Stream Alteration Agreement-Routine Maintenance cannot be amended or modified in any way except by a written agreement duly executed by the Department and Caltrans. Any proposal for amendment or modifications must be delivered for review and approval by the Department. At the discretion of the Department, modifications may be deemed minor, requiring an amendment to this Agreement, or

substantial requiring the submission of a new notification application. If the later is the case, this Agreement becomes null and void. Failure to notify the Department of changes or subsequent amendments to this Agreement may result in the Department suspending or canceling this Agreement. If Caltrans gives notice to and obtains the agreement of the Department to maintain additional specific facilities on channels or ponds, any such additional facilities shall be added by written amendment to this Stream Alteration Agreement-Routine Maintenance, and all provisions of this Stream Alteration Agreement-Routine Maintenance shall apply.

This Stream Alteration Agreement-Routine Maintenance may be terminated by either party. Said termination shall become effective 30 days after the party not initiating the termination has been duly notified in writing. This Stream Alteration Agreement-Routine Maintenance expires five (5) years after being signed. The Stream Alteration Agreement-Routine Maintenance shall be renewed automatically by the Department at the expiration of its term unless the Department determines that there has been a significant change in conditions FGC§ 1601(g).

The Department reserves the right to suspend and/or revoke this Stream Alteration Agreement-Routine Maintenance if the Department determines that the circumstances warrant. The circumstances that could require a reevaluation include, but are not limited to, the following: a) Failure to comply with the terms/conditions of this Stream Alteration Agreement-Routine Maintenance; b) The information provided by Caltrans in support of the Stream Alteration Agreement-Routine Maintenance is determined by the Department to be incomplete, or inaccurate; c) When new information becomes available to the Department representative(s) that was not known when preparing the original terms/conditions of this Stream Alteration Agreement-Routine Maintenance; and d) The activities as described in the notification/ Stream Alteration Agreement-Routine Maintenance has changed, or conditions affecting fish and wildlife resources change.

FEES:

California Code of regulations, Title 14 (CCR 14), Section 699.5 establishes fees for projects subject to Fish and Game Code 1601. Fees shall be assessed as described in the Fees for *Lake and Streambed Agreement* 1601 Routine Maintenance Activities (public agencies) if performed under the Stream Alteration Agreement-Routine Maintenance with the Department of Fish and Game. **Fees shall be due annually at the end of the fiscal year.**

Renewal fees shall be based upon the fee schedule (CCR14 699.5(f) that is prevailing at the time of payment. Renewal fees will be charged once every five (5) years, coincident with the Stream Alteration Agreement-Routine Maintenance renewal process described in "Change on Conditions". Amendment fees are based upon 50 percent of the original fee (CCR 14 699.5(g).

ENTIRE AGREEMENT:

This Stream Alteration Agreement-Routine Maintenance, along with the exhibits attached hereto, constitutes the entire agreement and understanding between the Department and Caltrans for routine maintenance activities. This Stream Alteration Agreement-Routine Maintenance supersedes all prior and contemporaneous routine activity agreements, representation, understanding, if any, whether oral or written.

OTHER ENVIRONMENTAL LAWS, STATUTES, OR REGULATIONS:

This Stream Alteration Agreement-Routine Maintenance does not constitute any form of authorization, permit, biological opinion, or compliance with the requirements and provisions of any other statue, regulation, requirement, or ordinance respecting the protection or conservation of fish and wildlife resources. Those statutes include, but are not limited to, the CEQA, the California Endangered Species Act (CESA), or the Federal Endangered Species Act (ESA).

CEQA Compliance: In approving this Stream Alteration Agreement-Routine Maintenance, the Department is independently required to assess the applicability of CEQA. The features of this Stream Alteration Agreement-Routine Maintenance shall be considered as part of the overall Project description.

As a CEQA Lead Agency the Department shall be responsible for preparing and circulating the appropriate document (Negative Declaration/Environmental Impact Report) and shall make findings and submit a Notice of Determination to the State Clearinghouse. Alternatively, the Department may determine that the Project, as mitigated by the Provisions of this Stream Alteration Agreement-Routine Maintenance, is Exempt from CEQA, in which case, a Notice of Exemption shall be filed, or the Department, as a CEQA Responsible Agency, shall make findings and submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

MONITORING AND REPORTING PROGRAM (MRP):

PURPOSE

The purpose of the MRP is to ensure that the protective measures required by the Department are properly implemented, and to monitor the effectiveness of those measures.

OBLIGATIONS OF THE OPERATOR

Caltrans shall have primary responsibility for monitoring compliance with all protective measures included in this Stream Alteration Agreement-Routine Maintenance. Protective measures must be implemented within the time periods indicated in the

Agreement and the program described below. Caltrans' designee shall ensure the implementation of all protective measures of the Stream Alteration Agreement-Routine Maintenance, and shall monitor the effectiveness of these measures. Caltrans shall submit the following Reports to the Department:

- Two (2) weeks prior to scheduled work - Maintenance Notification VRF (Exhibit 1), including Caltrans biological review and general wildlife surveys for each Maintenance Project.

- If required by the Department as a condition for concurrence- Surveys results and techniques for birds, fish, and/or threatened and endangered species.

- At the end of each State fiscal year (July 1) - Annual Report summarizing all maintenance activities, including any problems relating to the protective measures of this Agreement, and before and after photographs of all work areas (if not previously submitted). An Annual Report shall be submitted whether or not maintenance work was conducted in that year.

In addition to the above monitoring and reporting requirements, the Department requires as part of this MRP that Caltrans:

- Immediately notify the Department in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified.

- Immediately notify the Department if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.

VERIFICATION OF COMPLIANCE:

The Department shall verify compliance with protective measures to ensure the accuracy of Caltrans' monitoring and reporting efforts. The Department may, at its sole discretion, review relevant Project documents maintained by Caltrans, interview Caltrans' employees and agents, inspect the Project area, and take other actions to assess compliance with or effectiveness of protective measures for the Project.

CONCURRENCE:

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND GAME

on 10/23, 2008.

W. E. Loudermilk, Regional Manager
Central Region

ACKNOWLEDGMENT

The undersigned acknowledges receipt of this Agreement and, by signing, accepts and agrees to comply with all terms and conditions contained herein. The undersigned also acknowledges that adequate funding shall be made available to implement the measures required by this Agreement.

By: _____ Date: 10/7/08
California Department of Transportation

Exhibit 1

Maintenance Notification VRF

DISTRICT 5 ENVIRONMENTAL
1602 AGREEMENT
MAINTENANCE NOTIFICATION
VERIFICATION REQUEST FORM (VRF)

☐ **ORIGINAL REQUEST**

☐ **REVISION NO. ____**

Date of Request

Name of Requestor: **Cost Center (EA):** **Maintenance Region:**	**Phone Number:** **Cell Number/ Pager:** **E-Mail:**
Project Start Date:	**Project End Date:**

Location of Work (County/Route/Postmile):

Name of Stream:

Nearest landmark, crossroad or other identifier:

Latitude/Longitude (in Degrees and Minutes):

Maintenance Activities

Type of Work

☐ Sediment Removal (Amount of material to remove below obvious flow line ☐(cubic yards)
☐ Sediment will be removed with Vactor
☐ Equipment can work off bank
☐ Equipment must work from within stream channel
☐ Hand removal of vegetation
☐ Tree Thinning
☐ Tree Removal (By Hand)
☐ Vegetation removal will include removal of roots
☐ Herbicide to stump
☐ Minor Bridge work (cleaning, painting etc.)
☐ Repair of damaged RSP
☐ Work will occur in live channel
☐ Other:

Routine Work Requiring Variance

☐ Work will occur outside RMA Dates
☐ Access to be created down to waterway
☐ Other:

Equipment

☐ Chainsaw/Clippers
☐ Backhoe/ grade-all
☐ Excavator
☐ Vactor
☐ Other: Bobcat loader.

Description of Proposed Maintenance Work

Section 2: Biological Information

Area Biologist:
Phone:
E-Mail:

Field Review Conducted By:
Date(s) of Biological Field Review:
☐ Need CESA/FESA Consultation/ Species:
☐ Known Sensitive Resources:
☐ Restrictions on Work:
Habitat Classification:

Comments:

☐ Routine Work 10 days Notice
☐ Urgent – minimum 2 day notice (describe urgency below)
☐ Emergency – work to begin immediately (describe emergency below)
Comments:

Section 3: DFG Approval

In accordance with Provisions 1 and 2 of the Agreement between the California Department of Fish and Game (DFG) and the California Department of Transportation (Caltrans) for Routine Maintenance in waterways within/adjacent to State Right of Way for the purposes of protecting and maintaining the state highway system. Caltrans hereby notifies DFG of its intent to perform routine maintenance work within a waterway covered in the Agreement.

DFG Contact Information
Name: **Laura Peterson-Diaz**
Phone Number: **(559)243-4014 x225**
E-Mail: **lpdiaz@dfg.ca.gov**

Date Submitted to DFG by Caltrans:
Date DFG Responded to Caltrans:

☐ Notice of Concurrence ☐ Work can begin as scheduled ☐ Work can begin immediately
☐ Notice of concurrence with conditions (See DFG comments below) ☐ Work can begin as scheduled ☐ Work can begin immediately
☐ Notice of non-concurrence with comments (See DFG Comments below)

Exhibit 2, 3, 4, 5, 6, and 7

Illustrations of Specific Exhibits as Described in the
Stream Alteration Maintenance Agreement

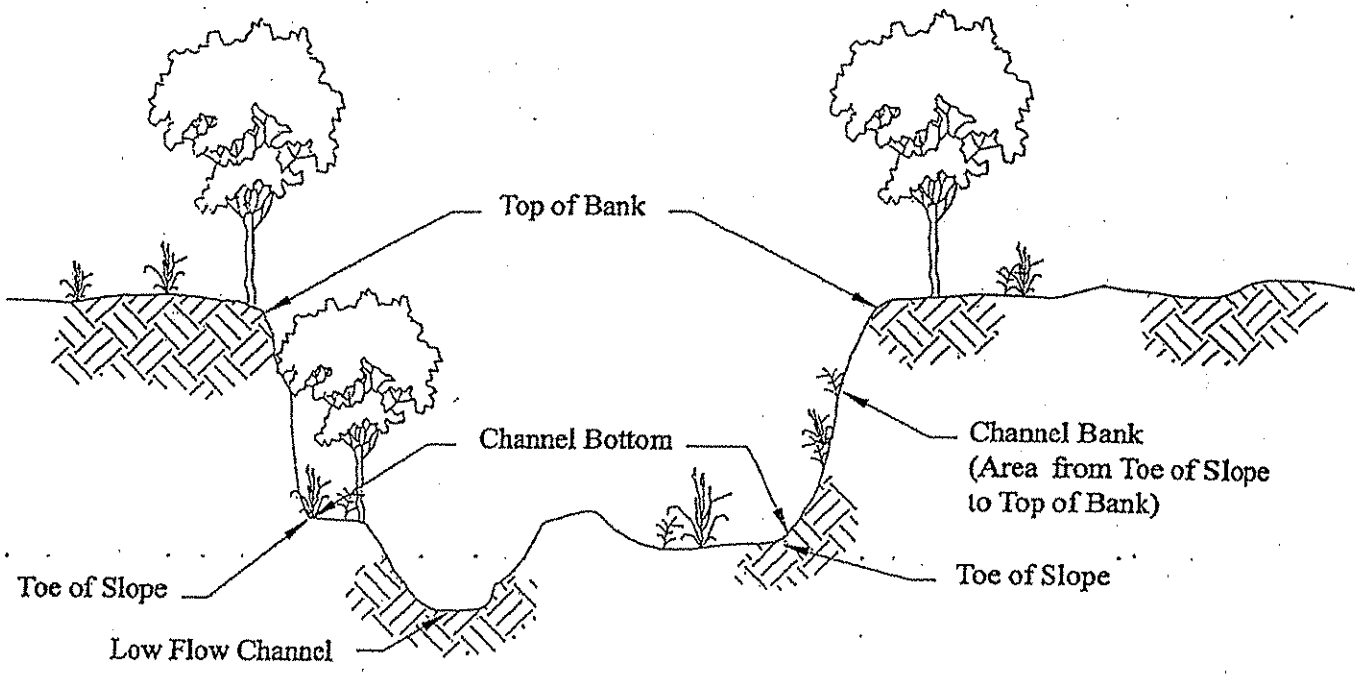

Exhibit 2 : Terms Defining Channel Structure
(Cross-sectional view)

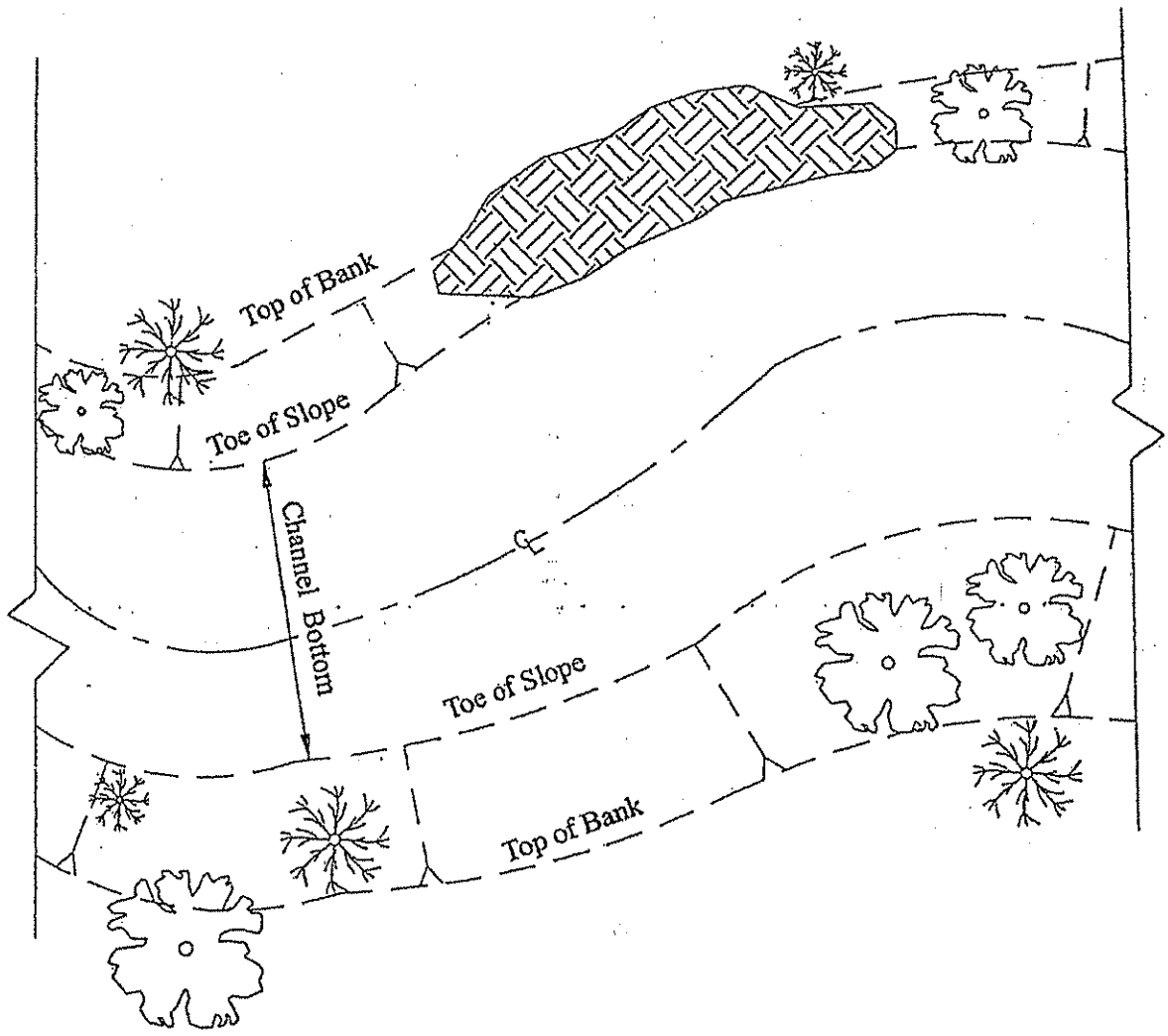

Exhibit 3: Terms Defining Channel Structure (Aerial view)

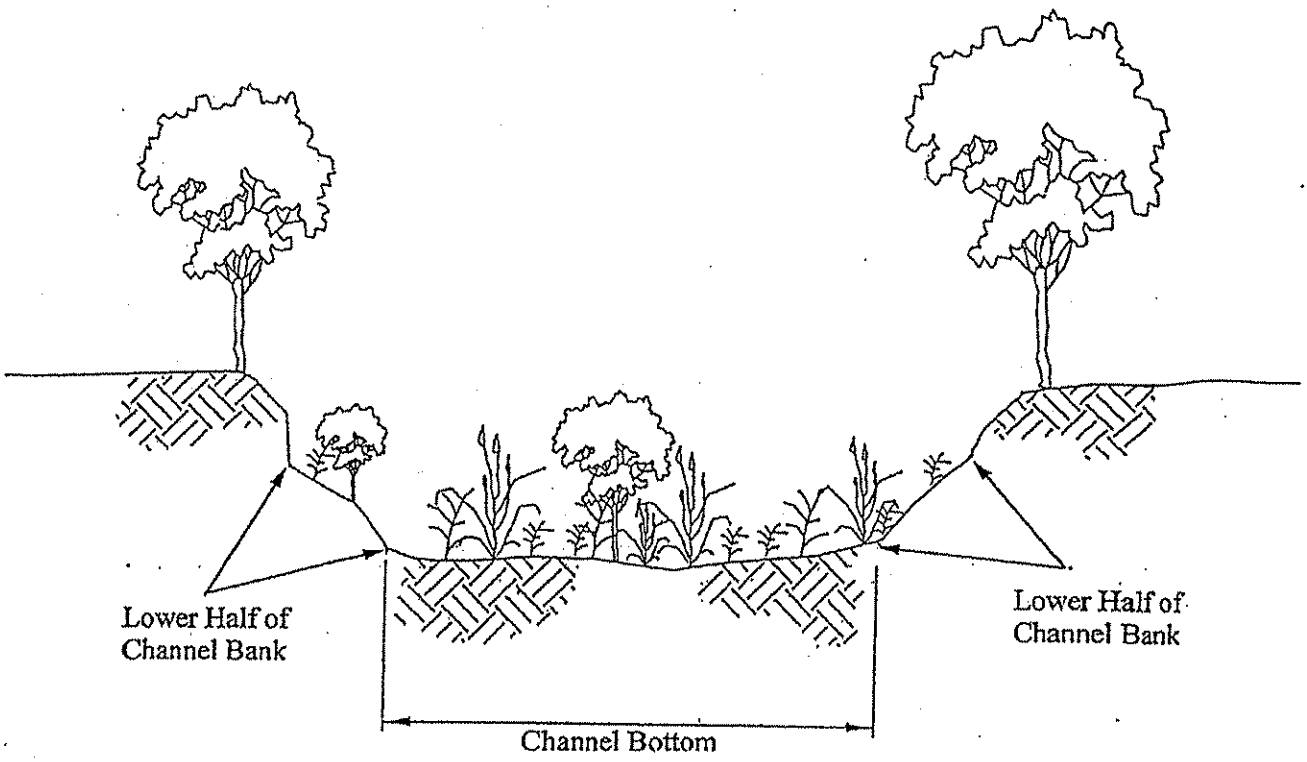

Exhibit 4: Control and Removal of Native Vegetation
Limits of Work are Channel Bottom and Lower Half of Banks

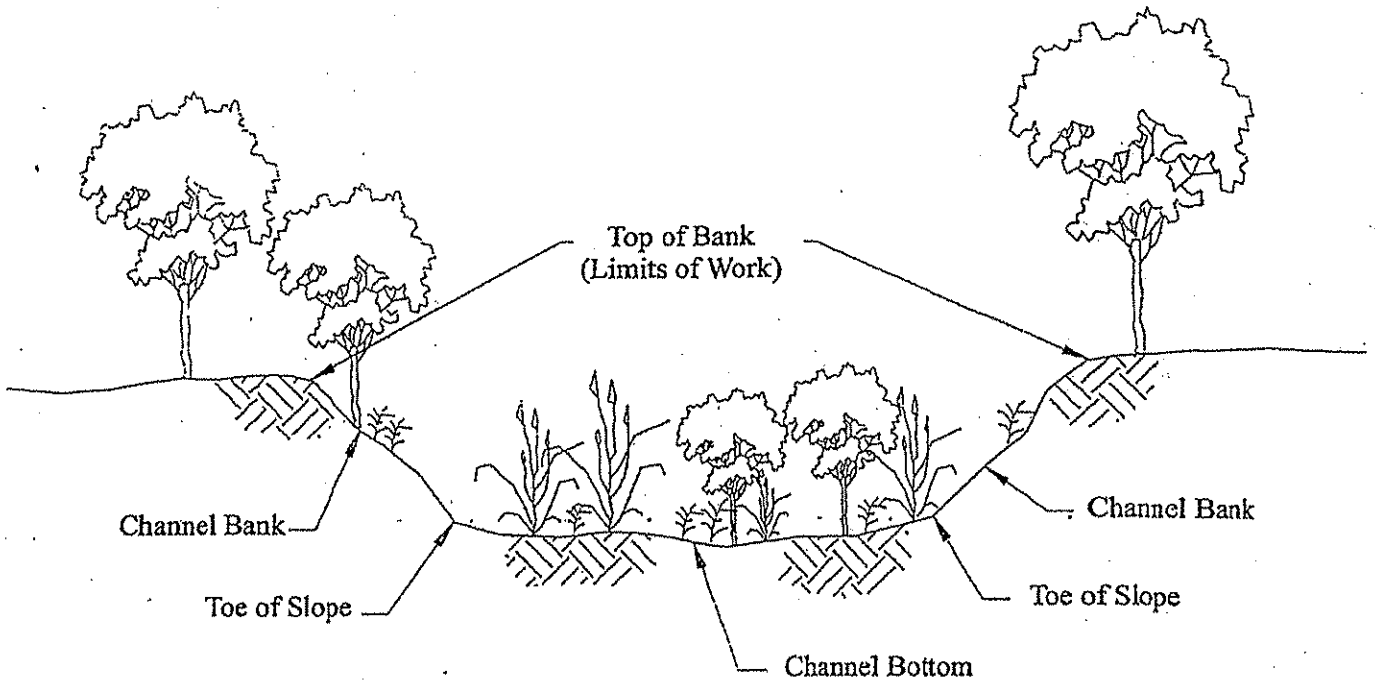

Exhibit 5: Control and Removal of Non-Native Vegetation

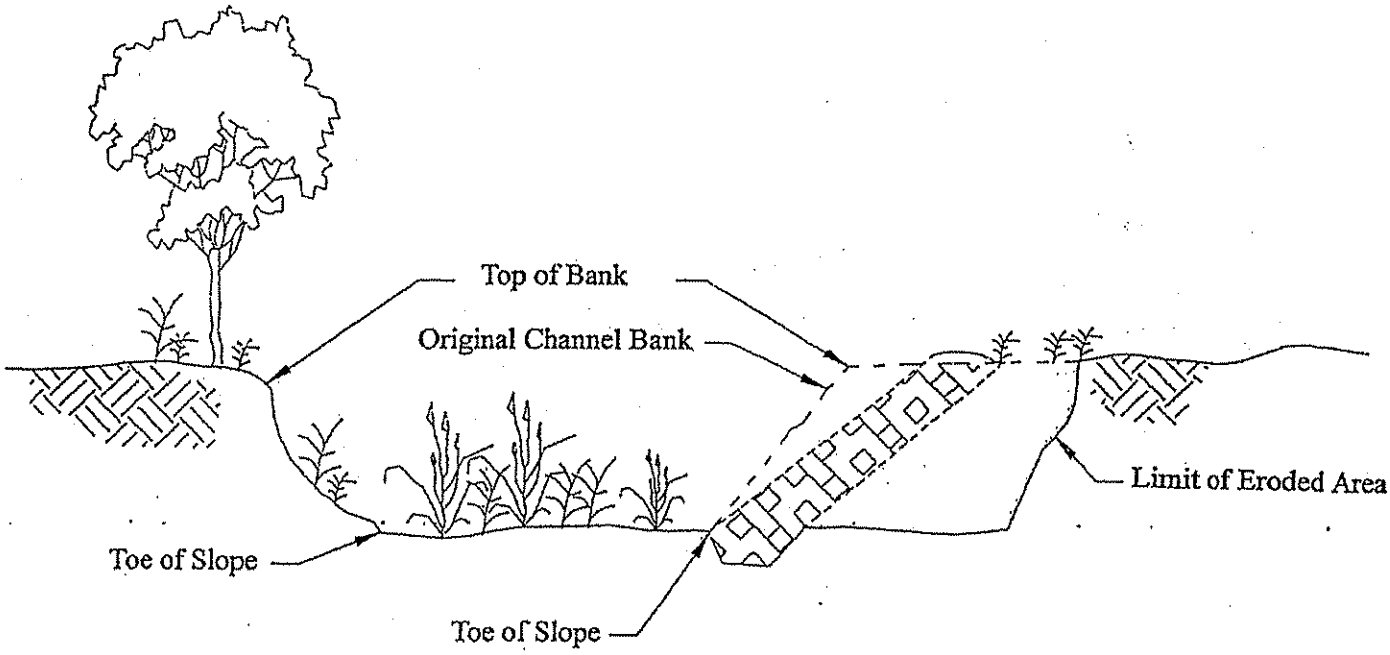

Exhibit 6: Minor Erosion Control Work

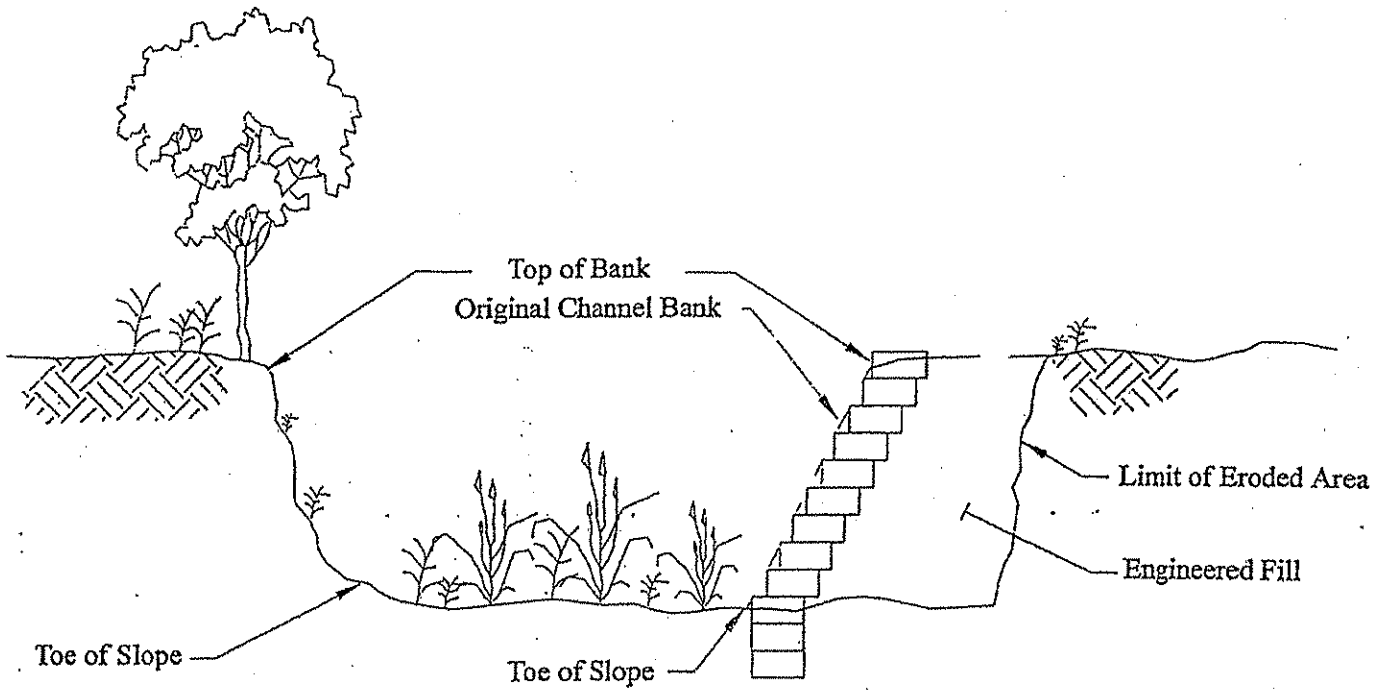

Exhibit 7: Minor Erosion Control Work