

**ATTACHMENT 4A**  
**FINAL LSAA AND AMENDMENT**



California Natural Resources Agency  
 DEPARTMENT OF FISH AND WILDLIFE  
 Region 1 – Northern  
 619 2nd Street  
 Eureka, CA 95501  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

GAVIN NEWSOM, Governor  
 CHARLTON H. BONHAM, Director



December 23, 2020

John Moreno  
 130 Gilmore Road, Space 11  
 Red Bluff, CA 96080  
[johhnyhaines13@gmail.com](mailto:johhnyhaines13@gmail.com)

Subject: Amendment of Lake or Streambed Alteration Agreement  
 Notification No. 1600-2016-0343-R1

Dear John Moreno:

The Department of Fish and Wildlife (Department) has received your request to amend Lake or Streambed Alteration Agreement 1600-2016-0343-R1 and the required fee in the amount of \$1526.00 for a “major” amendment. Your request to amend the Agreement includes the following activities:

- Remediation as described below
- Implementation of previously permitted encroachments to be completed by October 15, 2021(Crossings 1-3)

ID	Latitude/Longitude	Description
POD-1 Remediation	40.4533, -123.6526	Remove trash and debris from spring and stream channel; remove berm below spring and grade slope smoothly with hand tools; install POD infrastructure a minimum of 3 feet below head of spring with an approved diversion device
POD-2 Remediation	40.4508, -123.6559	Remove cistern and any associated refuse from spring/stream; recontour by hand the stream channel and remove pool embankment using only hand tools
Refuse Removal from Stream Area	40.4540, -123.6538	Remove all refuse, piping, and plastic from stream area; defined as 150' from the wetted channel

**1. Avoidance and Minimization Measures**

- 1.1 Work Completion. The proposed work shall be completed by no later than **October 15, 2021**. A notice of completed work, including photographs of each site, shall be submitted to CDFW within seven (7) days of project completion.
- 1.2 Interim Erosion Control Plan. The Permittee shall submit an Interim Erosion Control Plan (IECP) to CDFW for approval. The IECP shall be implemented as soon as possible to minimize sediment delivery. The Permittee shall submit

photographs depicting the IECF to CDFW as soon as these measures are implemented.

- 1.3 Removal of refuse and debris within 150 feet of streams. The Permittee shall remove all plastic, piping, and debris from within 150 feet of all streams on the parcel. The Permittee shall submit photographs depicting the debris removal to CDFW as soon as the refuse has been removed.
- 1.4 Biological Assessment of Pond/Wet Area Complex: POD-2. The Permittee shall submit a Biological Assessment of the pond/wet area to CDFW for review to assess potential impacts from diverting water at POD-2.
- 1.5 Monitoring Requirement Submission. The Permittee shall submit annual reporting as outlined in the Agreement including: 1) Measurement of Diverted Flow, and 2) Monitoring of Pond Drawdown.
- 1.6 Diversion Infrastructure Plan (DIP). The Permittee shall submit a DIP for CDFW review and approval prior to diverting water. The DIP shall include a narrative describing the different elements of the water diversion infrastructure, supporting photographs and/or diagrams, and justification of how compliance with the CDFW Fish Screen Criteria will be achieved under this Agreement.
- 1.7 Water Management Plan. The Permittee shall submit a Water Management Plan no later than **ninety (90) days** from the time this Agreement is made final that describes how compliance will be achieved under this Agreement. The Water Management Plan shall include details on water storage, water conservation, or other relevant material to maintain water needs in coordination with forbearance and bypass flow requirements. The Water Management Plan shall include a brief narrative describing water use on the property, photographs to support the narrative, and water use calculations to ensure compliance with this Agreement. The Water Management Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.
- 1.8 Seasonal Diversion Minimization. To minimize adverse impacts to native pond breeding amphibians (when present) the following diversion minimizations apply: From November 1 to March 31, the Permittee shall divert water at a rate no greater than the rate of water flowing into the pond (i.e., water diversion shall not decrease the pond depth). From April 1 – September 1, when native larval amphibians are present, the Permittee shall cease diverting water once the pond volume is one half (1/2) of the maximum pond volume. To comply with this measure; the Permittee shall establish a fixed visual marker(s) (e.g., stage plate) in the pond as a reference for water level thresholds.
- 1.9 Seed and Mulch. Upon completion of construction operations and/or the onset of wet weather, Permittee shall stabilize exposed soil areas within the work area by applying mulch and seed. Permittee shall restore all exposed or disturbed areas

and access points within the stream and riparian zone by applying local native and weed free erosion control grass seeds. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Permittee shall mulch restored areas using at least two to four inches of weed-free clean straw or similar biodegradable mulch over the seeded area. Alternately, Permittee may cover seeding with jute netting, coconut fiber blanket, or similar non-synthetic monofilament netting erosion control blanket.

- 1.10 Erosion and Sediment Barriers. Permittee shall monitor and maintain all erosion and sediment barriers in good operating condition throughout the work period and the following rainy season, defined herein to mean October 15 through June 15. Maintenance includes, but is not limited to, removal of accumulated sediment and/or replacement of damaged sediment fencing, coir logs, coir rolls, and/or straw bale dikes. If the sediment barrier fails to retain sediment, Permittee shall employ corrective measures, and notify the department immediately.
- 1.11 Prohibition on Use of Monofilament Netting. To minimize the risk of ensnaring and strangling wildlife, Permittee shall not use any erosion control materials that contain synthetic (e.g., plastic or nylon) monofilament netting, including photo- or biodegradable plastic netting. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, hemp, coconut (coir) fiber, or other products without welded weaves.
- 1.12 Site Maintenance. Permittee shall be responsible for site maintenance including, but not limited to, re-establishing erosion control to minimize surface erosion and ensuring drainage structures and altered streambeds and banks remain sufficiently armored and/or stable.
- 1.13 Cover Spoil Piles. Permittee shall have readily available erosion control materials such as wattles, natural fiber mats, or plastic sheeting, to cover and contain exposed spoil piles and exposed areas in order to prevent sediment from moving into a stream or lake. Permittee shall apply and secure these materials prior to rain events to prevent loose soils from entering a stream, lake, or other Waters of the State.
- 1.14 No Dumping. Permittee shall not deposit, permit to pass into, or place where it can pass into a stream, lake, or other Waters of the State any material deleterious to fish and wildlife, or abandon, dispose of, or throw away within 150 feet of a stream, lake, or other Waters of the State any cans, bottles, garbage, motor vehicle or parts thereof, rubbish, litter, refuse, waste, debris, or the viscera or carcass of any dead mammal, or the carcass of any dead bird.

## 2. Reporting Measures

- 2.1 Work Completion. The proposed work shall be completed by no later than **October 1, 2021**. A notice of completed work (condition 1.1), with supplemental photos, shall be submitted to CDFW **within seven (7) days** of project completion.
- 2.2 Interim Erosion Control Plan. The Permittee shall submit an **Interim Erosion Control Plan** (condition 1.2) to CDFW for approval. The Interim Erosion Control Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.
- 2.3 Refuse Removal. The Permittee shall submit photographs depicting the debris removal to CDFW as soon as the refuse has been removed (condition 1.3). The photos shall be submitted to CDFW at the 619 Second Street, Eureka, CA 95501.
- 2.4 Biological Assessment. The Permittee shall submit a **Biological Assessment** of the pond/wet area to CDFW for review to assess potential impacts from diverting water at POD-2 (condition 1.4). The Biological Assessment shall be submitted to CDFW at the 619 Second Street, Eureka, CA 95501.
- 2.5 Diversion Infrastructure Plan. The Permittee shall **allow 60 days for CDFW review and approval** after submittal of a Diversion Infrastructure Plan (condition 1.6). This document shall be submitted to CDFW at the 619 Second Street, Eureka, CA 95501.
- 2.6 Water Management Plan. The Permittee shall submit a **Water Management Plan** (condition 1.7) within **60 days** from the effective date of this agreement. The Water Management Plan shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501.

All other conditions in the Agreement remain in effect unless otherwise noted herein.

**Please sign and return one copy of this letter to acknowledge the amendment.**

Copies of the Agreement and this amendment must be readily available at project worksites and must be presented when requested by a Department representative or agency with inspection authority.

If you have any questions regarding this matter, please contact Senior Environmental Scientist Specialist David Manthorne at [david.manthorne@wildlife.ca.gov](mailto:david.manthorne@wildlife.ca.gov) or 707-441-5900.

Sincerely,



Scott Bauer  
Senior Environmental Scientist Supervisor

**ACKNOWLEDGEMENT**

**I hereby agree to the above-referenced amendment.**

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
REGION 1 – NORTHERN REGION  
619 Second Street  
Eureka, CA 95501



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2016-0343-R1  
Unnamed Tributaries to Van Duzen River, Tributary to the Eel River and  
the Pacific Ocean

Mr. John Moreno  
Moreno Water Diversion and Stream Crossings Project  
5 Encroachments

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mr. John Moreno (Permittee).

#### **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, the Permittee initially notified CDFW on July 26, 2016, that the Permittee intends to complete the project described herein.

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

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

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

#### **PROJECT LOCATION**

The project to be completed is located within the Van Duzen River watershed, approximately 3.7 miles southwest of the town of Dinsmore, County of Humboldt, State of California. The project is located in Section 19, T1N, R5E, Humboldt Base and Meridian; in the Bridgeville U.S. Geological Survey 7.5-minute quadrangle; Assessor's Parcel Numbers 210-101-12 at the point of diversion (POD) and 210-101-11 at the place of use; latitude 40.4530 N and longitude 123.6525 W at the POD.

#### **PROJECT DESCRIPTION**

The project is limited to five encroachments (Table 1). Two encroachments are for water diversion for domestic use and irrigation. Water will be diverted from a spring for domestic use including drinking water. Water will be diverted from a pond for irrigation



use. Work for the water diversion will include use and maintenance of the water diversion infrastructure. Three other encroachments are proposed to upgrade unpermitted crossings. Work on these encroachments include excavation, placement of a culvert, soil compaction, placement of rock armoring, and revegetation and erosion control as necessary to minimize erosion.

**Table 1. Project Encroachments with descriptions**

ID	Latitude/Longitude	Description
POD-1	40.4530, -123.6525	Water diversion from a Class II spring
POD-2	40.4518, -123.6571	Water diversion from a Pond
Crossing-1	40.4506, -123.6560	Replace existing dirt ford on Class III with armored fill crossing
Crossing-2	40.4504, -123.6563	Replace failing 12" diameter culvert on Class III with armored ford crossing
Crossing-3	40.4499, -123.6561	Replace undersized 18" diameter culvert on Class III stream with minimum 24" diameter culvert

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: Southern Torrent Salamander (*Rhyacotriton variegatus*), Chinook salmon (*Oncorhynchus tshawytscha*), coho salmon (*O. kisutch*), steelhead trout (*O. mykiss*), amphibians, reptiles, aquatic invertebrates, mammals, birds, and other aquatic and riparian species.

The adverse effects the project could have on the fish or wildlife resources identified above include:

### Impacts to water quality:

increased water temperature;  
 reduced instream flow;  
 temporary increase in fine sediment transport;

### Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

loss or decline of riparian habitat;  
 direct impacts on benthic organisms;

### Impacts to natural flow and effects on habitat structure and process:

cumulative effect when other diversions on the same stream are considered;  
 diversion of flow from activity site;  
 direct and/or incidental take;  
 indirect impacts;  
 impediment of up- or down-stream migration;  
 water quality degradation; and  
 damage to aquatic habitat and function.



## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

The Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. The Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. The Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Adherence to Existing Authorizations. All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.4 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious by CDFW to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.
- 1.5 Notification of Conflicting Provisions. The Permittee shall notify CDFW if the Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact the Permittee to resolve any conflict.
- 1.6 Project Site Entry. The Permittee agrees to allow CDFW employees access to any property it owns and/or manages for the purpose of inspecting and/or monitoring the activities covered by this Agreement, provided CDFW: a) provides 24 hours advance notice; and b) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW enforcement personnel.

### 2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, the Permittee shall implement each measure listed below.

- 2.1 Permitted Project Activities. Except where otherwise stipulated in this Agreement, all work shall be in accordance with the Permittee Notification received on

July 26, 2016, together with all maps, BMP's, photographs, drawings, and other supporting documents submitted with the Notification.

- 2.2 Maximum Diversion Rate. The maximum instantaneous diversion rate from the spring POD-1 shall not exceed 2 gallons per minute at any time.
- 2.3 Bypass Flow. The Permittee shall pass sufficient flow at all times to keep all aquatic species including fish and other aquatic life in good condition below the point of diversion.
- 2.4 Seasonal Diversion Minimization. No more than 150 gallons per day shall be diverted from POD-1 (spring) during the season from May 15 to October 15 of any year beginning when this Agreement is signed. Water shall be diverted only if the Permittee can adhere to conditions 2.2 and 2.3 of this Agreement.
- 2.5 Measurement of Diverted Flow. The Permittee shall install devices acceptable to CDFW for measuring the quantity of water diverted for use. This measurement shall begin as soon as this Agreement is signed by the Permittee. The Permittee shall record the quantity of water diverted from both POD's for use.
- 2.6 Monitoring of Pond Drawdown. The Permittee or their agent shall submit photographs of POD-2 that document the pond level each year as part of this Agreement. Photographs shall be taken within 10 days of the dates of August 15 and September 15 of any year in which water is diverted. The photographs shall be submitted to CDFW with the measurement of diverted flow by December 31 of each year.
- 2.7 Intake Structure. No polluting materials (e.g., particle board, plastic sheeting, bentonite) shall be used to construct or screen, or cover the diversion intake structure.
- 2.8 Intake Screening. Screens shall be installed on intakes wherever water is diverted, and shall be in place whenever water is diverted. Openings in intakes shall not exceed 1/8 inch diameter (horizontal for slotted or square openings) or 3/32 inch for round openings. The Permittee shall regularly inspect, clean, and maintain screens in good condition.
- 2.9 Intake Shall Not Impede Aquatic Species Passage. The water diversion structures shall be designed, constructed, and maintained such that they do not constitute a barrier to upstream or downstream movement of aquatic life.
- 2.10 Water Conservation. The Permittee shall make best efforts to minimize water use, and to follow best practices for water conservation and management.
- 2.11 Water Storage Maintenance. Storage tanks shall have a float valve to shut off the diversion when tanks are full to prevent overflow from being diverted when not

needed. The Permittee shall install any other measures necessary to prevent overflow of tanks resulting in more water being diverted than is used.

- 2.12 State Water Code. This Agreement does not constitute a valid water right. The Permittee shall comply with State Water Code sections 5100 and 1200 et seq. as appropriate for the water diversion and water storage. The application for this registration is found at:  
[http://www.swrcb.ca.gov/waterrights/publications\\_forms/forms/docs/sdu\\_registration.pdf](http://www.swrcb.ca.gov/waterrights/publications_forms/forms/docs/sdu_registration.pdf).

### **Instream Work**

- 2.13 Work Period. All work, not including water diversion, shall be confined to the period May 15 through October 15 of each year. Work within the active channel of a stream shall be restricted to periods of **dry weather**. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation.
- 2.14 Extension of the Work Period. If weather conditions permit, and the Permittees wish to extend the work period after October 15, a written request shall be made to CDFW at least 5-working days before the proposed work period variance. Written approval (letter or e-mail) for the proposed time extension must be received from CDFW prior to extraction activities continuing past October 15.
- 2.15 Excavated Fill. Excavated fill material shall be placed in locations where it cannot deliver to a watercourse. To minimize the potential for material to enter the watercourse during the winter period, all excavated and relocated fill material shall be tractor contoured (to drain water) and tractor compacted to effectively incorporate and stabilize loose material into existing road and/or landing features.
- 2.16 Runoff from Steep Areas. The Permittee shall make preparations so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential or contained behind erosion control structures. Erosion control structures such as straw bales and/or siltation control fencing shall be placed and maintained until the threat of erosion ceases. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
- 2.17 Culvert Installation.
- 2.17.1 Existing fill material in the crossing shall be excavated down vertically to the approximate original channel and outwards horizontally to the approximate crossing hinge points (transition between naturally occurring soil and remnant temporary crossing fill material) to remove any potential unstable debris and voids in the older fill prism.

- 2.17.2 Culvert shall be installed to grade, aligned with the natural stream channel, and extend lengthwise completely beyond the toe of fill. If culvert cannot be set to grade, it shall be oriented in the lower third of the fill face, and a downspout or energy dissipator (such as boulders, rip-rap, or rocks) shall be installed above or below the outfall as needed to effectively control stream bed, channel, or bank erosion (scouring, headcutting, or downcutting).
- 2.17.3 Culvert bed shall be composed of either compacted rock-free soil or gravel. Bedding beneath the culvert shall provide for even distribution of the load over the length of the pipe, and allow for natural settling and compaction to help the pipe settle into a straight profile. The crossing backfill materials shall be free of rocks, limbs, or other debris that could allow water to seep around the pipe, and shall be compacted.
- 2.17.4 Culvert inlet, outlet (including the outfall area), and fill faces shall be armored where stream flow, road runoff, or rainfall energy is likely to erode fill material and the outfall area.
- 2.17.5 Permanent culverts shall be sized to accommodate the estimated 100-year flood flow [i.e.  $\geq 1.5$  times the width of the active (bankfull) channel width or the 100-year flood size, whichever is greater], including debris, culvert embedding, and sediment loads.
- 2.18 Rock Armor Placement.
- 2.18.1 No heavy equipment shall enter the wetted stream channel.
- 2.18.2 No fill material, other than clean rock, shall be placed in the stream channel.
- 2.18.3 Rock shall be sized to withstand washout from high stream flows, and extend above the ordinary high water level.
- 2.18.4 Rock armoring shall not constrict the natural stream channel width and shall be keyed into a footing trench with a depth sufficient to prevent instability.
- 2.19 Stream Protection. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, cement or concrete washings, oil or petroleum products, or other deleterious material from project activities shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into the stream. All project materials and debris shall be removed from the project site and properly disposed of off-site upon project completion.
- 2.20 Vegetation Disturbance. Vegetation disturbance shall not exceed the minimum necessary to perform the work. Revegetation shall follow the specifications included in the Notification.

- 2.21 **Equipment Maintenance.** Refueling of machinery or heavy equipment, or adding or draining oil, lubricants, coolants or hydraulic fluids shall not take place within stream bed, channel and bank. All such fluids and containers shall be disposed of properly off-site. Heavy equipment used or stored within stream bed, channel and bank shall use drip pans or other devices (e.g., absorbent blankets, sheet barriers or other materials) as needed to prevent soil and water contamination.
- 2.22 **Hazardous Spills.** Any material, which could be hazardous or toxic to aquatic life and enters a stream (i.e. a piece of equipment tipping-over in a stream and dumping oil, fuel or hydraulic fluid), the Permittee shall immediately notify the California Emergency Management Agency State Warning Center at 1-800-852-7550, and immediately initiate clean-up activities. CDFW shall be notified by the Permittee within 24 hours at 707-445-6493 and consulted regarding clean-up procedures.
- 2.23 **Project Inspection.** The Project shall be inspected by Timberland Resource Consultants or a licensed engineer to ensure that the crossings and pond removal were built as designed. A copy of the inspection report, including photographs of each site, shall be submitted to CDFW within 90 days of completion of this project.
- 3. Reporting Measures**
- 3.1 **Measurement of Diverted Flow.** Copies of the water diversion records (condition 2.5 and 2.6) shall be submitted to CDFW at 619 Second Street, Eureka, CA 95501 office no later than December 31 of each year beginning in 2016.
- 3.2 **Project Inspection.** The Permittees shall submit the Project Inspection Report (condition 2.23) to CDFW, LSA Program at 619 Second Street, Eureka, CA 95501.

### **CONTACT INFORMATION**

Written communication that the Permittee or CDFW submits to the other shall be delivered to the address below unless the Permittee or CDFW specifies otherwise.

**To Permittee:**

Mr. John Moreno  
37999 State Highway 36  
Bridgeville, California 95526  
707-382-0217

To CDFW:

Department of Fish and Wildlife  
Northern Region  
619 Second Street  
Eureka, California 95501  
Attn: Lake and Streambed Alteration Program  
Notification #1600-2016-0343-R1

**LIABILITY**

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

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

**SUSPENSION AND REVOCATION**

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

Before CDFW suspends or revokes the Agreement, it shall provide the 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 the Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to the Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

**ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

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

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

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

## **AMENDMENT**

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

The Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and the Permittee. To request an amendment, the 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 the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by the Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, the 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 FGC section 1605(b), the Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, the 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 FGC 1605(b) through (e).

If the Permittee fails to submit a request to extend the Agreement prior to its expiration, the Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (FGC section 1605(f)).

## **EFFECTIVE DATE**

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

## **TERM**

This Agreement shall **expire five years** from date of execution, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. The Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

## **AUTHORITY**

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

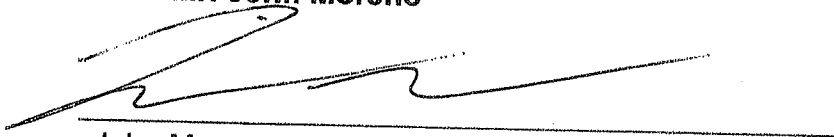
## **AUTHORIZATION**

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

**CONCURRENCE**

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

**FOR Mr. John Moreno**



John Moreno

6-15-17  
Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

\_\_\_\_\_  
Scott Bauer  
Senior Environmental Scientist Supervisor

\_\_\_\_\_  
Date