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

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director

4/20/2020
Date

Heather Nichols
Yolo County Resource Conservation District
221 West Court Street, Suite 1
Woodland, CA 95695

Dear Ms. Nichols:

Final Lake or Streambed Alteration Agreement
Notification No. 1600-2019-0313-R2
Putah-Cache Watershed Arundo Eradication

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Putah-Cache Watershed Arundo Eradication (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW acting as a responsible agency filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Mitigated Negative Declaration prepared by the lead agency.

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

If you have any questions, please contact the Lake and Streambed Alteration Desk at 916-358-2885 or by email at R2LSA@wildlife.ca.gov.

Sincerely,

DocuSigned by:
Jeff Drongesen
37E732799B3C452...

Jeff Drongesen
Environmental Program Manager

ec: Shelby Thomas, Environmental Scientist
shelby.thomas@wildlife.ca.gov

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

STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2019-0313-R2 (VERSION 2)
MULTIPLE CREEKS AND SLOUGHS THROUGHOUT YOLO COUNTY

YOLO COUNTY RESOURCE CONSERVATION DISTRICT
PUTAH-CACHE WATERSHED ARUNDO ERADICATION

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Yolo County Resource Conservation District (YCRCD), as represented by Heather Nichols (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 27, 2019 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The project covers approximately 96 miles of creeks and waterways within Putah, Cache, and Pleasant Creeks and the Westside tributaries Cottonwood Slough, Willow Slough, Union School Slough, Dry Slough and Chickahominy Slough, in the Counties of Yolo and Solano, State of California.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The project is limited to the removal and control of invasive plant species (i.e. *Arundo donax*, *Tamarix parviflora,* and other non-native invasive species) in riparian areas throughout the Putah-Cache Creek watersheds with revegetation of riparian habitat to assist in bank stabilization and to prevent the recolonization of invasive weeds. Stands of Arundo and tamarisk have overtaken approximately 250 and 200 acres of the Putah-

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Cache Watershed, respectively, and will be treated through integrated weed control management techniques based on site conditions. Arundo biomass reduction or removal will only occur where stands are greater than ¼ acre in size while smaller stands will be treated with herbicide and left in place.

A variety of active work (mechanical/power equipment and cutting) and passive work (no mechanical/powered equipment or cutting) control methods will be utilized including manually-operated backpack herbicide sprayers, tractors and/or ATVs with power sprayers, hand application guns, as well as hand pruners, chainsaws, chippers, small tractors and skid steers to move the chipper. In Capay Valley on a stretch of Cache Creek only, fixed-teeth mowers will be used to remove the invasive plants. Some sites may require multiple treatments to fully eradicate the infestations throughout the duration of the project.

Active revegetation may be a component of the enhancement or restoration process to stabilize embankments, provide erosion control, prevent invasive weed recolonization and to re-establish native riparian canopy and understory shrub cover. Active revegetation will not be performed at every site within the project and may occur in stages. No traditional engineered approaches to streambank stabilization such as riprap, concrete revetments, bulkheads, or concrete-lined channels will be used as part of this project.

Exhibit B shows the project plan and boundary map.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: fish species, amphibians, and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include the loss of foraging and shelter habitat; disruption to wildlife; disturbance of nesting due to increased human activity, noise, and vibrations; direct take of fish and other aquatic species; direct mortality or injury to individual plants and animals caused by project activities; introduction of sedimentation into the watercourse; short-term release of contaminants (e.g. incidental from project).

Exhibit C shows the CNDDB maps of the project area.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily

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available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall work with the Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with this Agreement.

1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.

1.6 Notification of Project Modification. The Permittee agrees to notify CDFW of any modifications made to the project plans submitted to CDFW.

1.7 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

1.8 Does Not Authorize “Take”. This Agreement does not authorize “take” of any California Endangered Species Act (CESA) listed species. Take is defined in Fish and Game Code section 86, as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, Permittee shall consult with CDFW and demonstrate compliance with CESA.

1.9 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and

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subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

1.10 CEQA Compliance. Permittee shall implement and adhere to the mitigation measures in the Mitigated Negative Declaration (MND) (SCH No. 2019089063), and all associated documents adopted by the Yolo County Resource Conservation District as lead agency for the project pursuant to the CEQA (Pub. Resources Code, § 21000 et seq.). If the results of focused or pre-commencement surveys indicate that additional impacts may result from project activities that were not analyzed in the CEQA document, then the Permittee should comply with CEQA before the project commences.

2. Avoidance and Minimization Measures

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

2.1 Work Period in Low Rainfall / Dry Weather Only. The work period within the project boundary shall be restricted to periods of low rainfall (less than ¼-inch per 24-hour period) and periods of dry weather (with less than a 70% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. Work shall not resume if the Designated Biologist determines that project related activities are likely to cause significant rutting and disturbance in wet and saturated soils. Weather forecasts shall be provided upon request by the CDFW. *All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this work period.*

2.2 Designated Biologist(s). At least thirty (30) days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor(s) (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist(s) prior to the commencement of project activities. The Designated Biologist(s) shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site.

2.3 Designated Biologist Authority. The Designated Biologist(s) shall make daily checks on project activities but are not required to be present during all work activity. Designated Biologist(s) daily checks will be performed to ensure compliance with this Agreement, ensure work crews are working in the correct areas, and that project methods and approaches are being followed. Designated Biologist(s) shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist(s) nor CDFW shall be liable for any costs incurred as a result of

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compliance with this measure. This includes cease-work orders issued by the CDFW.

2.4 On-site Education. Permittee shall conduct an education program for all persons employed or otherwise working on the project site prior to performing any work on-site. The program shall consist of a presentation from the Designated Biologist that includes a discussion of the biology of the habitats and species identified in this Agreement and present at this site. The Designated Biologist shall also include as part of the education program information about the distribution and habitat needs of any special-status species that may be present, legal protections for those species, penalties for violations and project-specific protective measures included in this Agreement. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and distribute cards or a fact sheet that contains this information for workers to carry on-site. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and submitted as instructed in Contact Information section below. Email notification is preferred.

2.5 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. No native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.

2.6 Vegetation Removal Methods. Hand tools (e.g., trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to gain access to the work site(s); larger equipment shall not be used for vegetation removal unless already described in the project description.

Biological Resources

2.7 Leave Wildlife Unharmed. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed.

2.8 Special-Status Species encountered during work. If the Permittee encounters any special-status species during project activities, not specifically addressed by avoidance and minimization measures in this Agreement, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to the CESA, work shall be

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suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.

2.9 Nesting Bird Survey. If "active work" project-related activities are scheduled during the nesting season (typically February 1 to August 31), a focused survey for nests shall be conducted by a qualified biologist within no greater than fifteen (15) days prior to the beginning of project-related activities. The qualified biologist shall survey the area within a 500-foot radius around the project area. The results of the survey shall be made available upon request. If an active nest is found, the Permittee shall consult with CDFW regarding appropriate action to comply with the Fish and Game Code. The Permittee may develop a Bird Management and Monitoring Plan for CDFW review and approval prior to implementing project activities. The Plan shall include, but is not limited to, the necessary buffers to avoid take of a nest pursuant to Fish and Game Code sections 3503 and 3503.5. The Plan design shall be based upon site conditions, project activities, and species present or likely to be present during all construction activities. If a lapse in project-related work of fifteen (15) days or longer occurs, another focused survey, and if nests are found, consultation with CDFW will be required before project work can be reinitiated.

2.10 Invasive Species. Permittee shall conduct project activities in a manner that prevents the introduction, transfer, and spread of aquatic, riparian, and terrestrial invasive species from one work site and/or water body to another. Prior to entering the project area, Permittee shall inspect equipment for invasive species and, if any signs of invasive species are found, the equipment shall be cleaned to remove those species. All visible soil/mud, plant materials, and animal remnants on equipment will be removed prior to entering and exiting the work site and/or between each use in different water bodies. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the work site is discovered during work activities by contacting CDFW's Invasive Species Program by email at Invasives@wildlife.ca.gov.

2.11 Elderberry Protection. The Permittee shall follow current or subsequent updates to Framework for Assessing Impacts to the Valley Elderberry Longhorn Beetle (*Desmocerus californicus dimorphus*) May 2017, https://www.fws.gov/sacramento/documents/VELB_Framework.pdf, when conducting maintenance activities that could impact the valley elderberry longhorn beetle (VELB) or its habitat. Permittee shall consult with the U.S. Fish and Wildlife Service (USFWS) prior to deviating from the framework and guidelines.

2.12 Amphibian and Reptile Surveys. Within 72 hours before the initiation of "active work" project activities, the Designated Biologist(s) shall survey suitable habitat that is within 200 feet of the work site for giant garter snake (*Thamnophis gigas*), foothill yellow-legged frog (*Rana boylii*), as well as suitable burrows and egg masses, respectively. Within 96 hours before the initiation of "active work" project activities, the Designated Biologist(s) shall survey suitable habitat that is within 200 feet of the work site for western pond turtle (*Emys marmorata*) and suitable nesting

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sites. If any of the above-mentioned species are found, work shall not commence until the species is no longer present. If occupied burrows for giant garter snake are found, a minimum buffer of 200 feet from the occupied burrow shall be established. If occupied nest sites or egg masses are found for foothill yellow-legged frog or western pond turtle, a minimum buffer of 100 feet from the occurrence shall be established. All “active work” shall stay outside of established buffers, except when mobilizing equipment on established agricultural and levee roads or otherwise agreed upon with CDFW.

2.13 Herbicides. The Permittee shall not employ the use of any herbicides under this Agreement without a formal Pest Control Advisor (PCA) recommendations. PCA recommendations shall be renewed annually and submitted to CDFW for review. The Permittee shall only use herbicides registered with the California Department of Pesticide Regulation (DPR). Herbicides used within the stream channel or that can come into contact with surface water shall be approved for use in an aquatic environment.

2.14 Herbicide Application. All herbicide applications shall be conducted by or under the supervision of a Qualified Applicator Licensee following the recommendations of a PCA, pesticide label specifications, guidelines and requirements established by the DPR, and the local County Agricultural Commissioner. Herbicide mixing sites shall be located at existing road sites or locations where it may not pass into waters of the state (Fish & G. Code §89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.15 Minimize Herbicide Drift. The permittee shall follow herbicide label instructions and PCA recommendations to reduce herbicide drift. These steps include using the largest size spray droplets and lowest spray pressure that will provide sufficient coverage and control. The Permittee shall not treat a project site if the wind speed is greater than 10 mph. The Permittee shall change nozzle type and spray pressures whenever conditions warrant, limiting the amount of herbicide which may inadvertently contact non-target species or enter a water course.

Revegetation and Restoration

2.16 Seeding. Permittee shall restore all exposed/disturbed access points (used to access the stream) within the project area, by seeding with a locally native grass mix, unless otherwise agreed upon with CDFW. Revegetation shall be completed as soon as possible after construction activities. Work areas (Arundo control and reduction) within the stream may be seeded, as necessary, determined by the Permittee.

2.17 Native Plant Materials. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by CDFW in writing.

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2.18 Prohibited Plant Species. Permittee shall not plant, seed or otherwise introduce invasive non-native plant species. Prohibited invasive non-native plant species include those identified in the California Invasive Plant Council's database, which is accessible at: http://www.cal-ipc.org.

Erosion Control/Stabilization

2.19 Erosion Control. Permittee shall actively implement best management practices (BMPs) to minimize turbidity and siltation and prevent erosion and the discharge of sediment where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat during project activities. Precautions shall include, but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. BMP erosion control activities are primarily expected to occur at access points that are disturbed by project activities or at bank erosion control sites, but may occur at other locations if determined by the Permittee.

2.19.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.

2.19.2 Materials. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of non-native plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Products with plastic monofilament or cross joints in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets), which may cause entrapment of wildlife, shall not be allowed.

2.19.3 Implementation. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes. Upon the CDFW's determination that turbidity/siltation levels resulting from project-related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective CDFW-approved control devices are installed or abatement procedures are initiated.

2.20 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic

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netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw waddles (fiber rolls) and erosion control blankets.

2.21 Site Restoration. All access points exposed or disturbed during project activities shall be restored using conditions as set forth in the *Revegetation and Restoration* section above. Seeded areas shall be covered with broadcast straw and/or seeded erosion control blankets.

Avoid/Minimize Effects of Equipment

2.22 Heavy Equipment. No heavy equipment shall operate, or any excavation take place, in waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat with the exception of biomass treatment equipment operating in dry areas of the stream bank, channel, or bed and accessing sites described in measure 2.23.

2.23 Equipment Access. Biomass treatment (mowers) equipment may cross the stream channel to access additional invasive weed treatment sites that are 0.25 acres or larger, only when no other crossing is available and shall be performed once per ingress and egress per day and during dry or low-flow conditions. The Designated Biologist shall identify and demarcate the most appropriate stream crossing location and survey the crossing area immediately prior to and during equipment crossing. Crossings shall be limited to the minimum necessary to reach a treatment area. Equipment that crosses live stream channels shall have rubber tracks or tires and shall be cleaned of soil, vegetation, grease, petroleum products and other deleterious materials.

2.24 Heavy Equipment Maintenance. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Place drip pans or absorbent materials under vehicles and equipment when not in use. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.25 Minimize Vehicle Parking. Vehicles may enter and exit the work area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

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2.26 Herbicide Equipment Storage. Herbicide equipment shall not be stored or placed where materials could pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, or where they may cover aquatic or riparian vegetation.

2.27 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.

2.28 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment, prior to entering the stream, in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.29 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders shall be positioned over drip pans and secondary containment, as necessary. Stationary equipment shall have suitable containment to handle any spill/leak. Equipment shall be stored in areas that any possible contamination from the equipment would not pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.30 Staging and Storage Areas. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located more than one hundred (100) feet from waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless the staging area is on an established road or road shoulder or otherwise approved by CDFW in writing. All equipment and fuel stored on site shall be properly contained and protected from rain.

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Debris Materials and Waste

2.31 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris on the project site.

2.32 Remove Temporary Flagging, Fencing, and Barriers. Permittee shall remove all temporary flagging, fencing, and/or barriers from the project area and vicinity immediately upon completion of project activities.

2.33 Wash Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter sensitive areas, or placed in locations where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

2.34 Hazardous Materials. Debris, soil, silt, sand, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located more than one hundred (100) feet from the waters of the state, the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat, unless otherwise approved by CDFW in writing. Ensure that all construction areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

2.35 Removal of Debris, Materials and Rubbish. Permittee shall remove all project generated debris, building materials, and rubbish from the project area following completion of project activities.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Notification of Project Initiation. The Permittee shall notify the CDFW two (2) working days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

3.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be digitally photographed. Photographs shall be submitted to CDFW within fifteen (15) days of project

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completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred.

3.3 Notification to the California Natural Diversity Database. If any special-status species are observed during project implementation, the Permittee shall submit the California Natural Diversity Data Base (CNDDB) Online Field Survey Form electronically at https://www.wildlife.ca.gov/data/CNDDB/submitting-data within five (5) working days of the sightings, and provide a copy of the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.

3.4 Annual Reports. Before July 15 of each year, annual reporting shall be submitted to CDFW that includes a work plan outlining expected invasive non-native plant control and revegetation activities to occur that given year. Annual reporting shall include a description of work completed during the previous year including site photographs and maps identifying specific acreages of completed work areas and an evaluation of performance success for treated areas and revegetation based on monitoring results. The Annual Reports shall also include a general list of fish and wildlife observed, documentation of sensitive and special-status species encountered during surveys or work activities, species avoidance and minimization measures employed as a result of positive detection, and any coordination with CDFW that occurred.

CONTACT INFORMATION

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

To Permittee:

Heather Nichols
Yolo County Resource Conservation District
221 West Court Street, Suite 1
Woodland, CA 95695
(916) 475-8659
nichols@yolorcd.org

To CDFW:

Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
Notification #1600-2019-0313-R2
Phone: (916) 358-2885

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Fax: (916) 358-2912
Email: R2LSA@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

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

EXTENSIONS

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

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extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall **expire five (5) years** from the date signed by CDFW. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

A. Project Location Map
B. Project Plan and Boundary Map
C. CNDDB Occurrences within Project Area Map

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AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

FOR YOLO COUNTY RESOURCE CONSERVATION DISTRICT

DocuSigned by:
Heather Nichols
7B6BC8000BC1477...

4/20/2020

Heather Nichols
Executive Director

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:
Jeff Drongesen
37E732799B3C452...

4/20/2020

Jeff Drongesen
Environmental Program Manager

Date

Prepared by: Shelby Thomas
Environmental Scientist

Ian Boyd
Environmental Scientist

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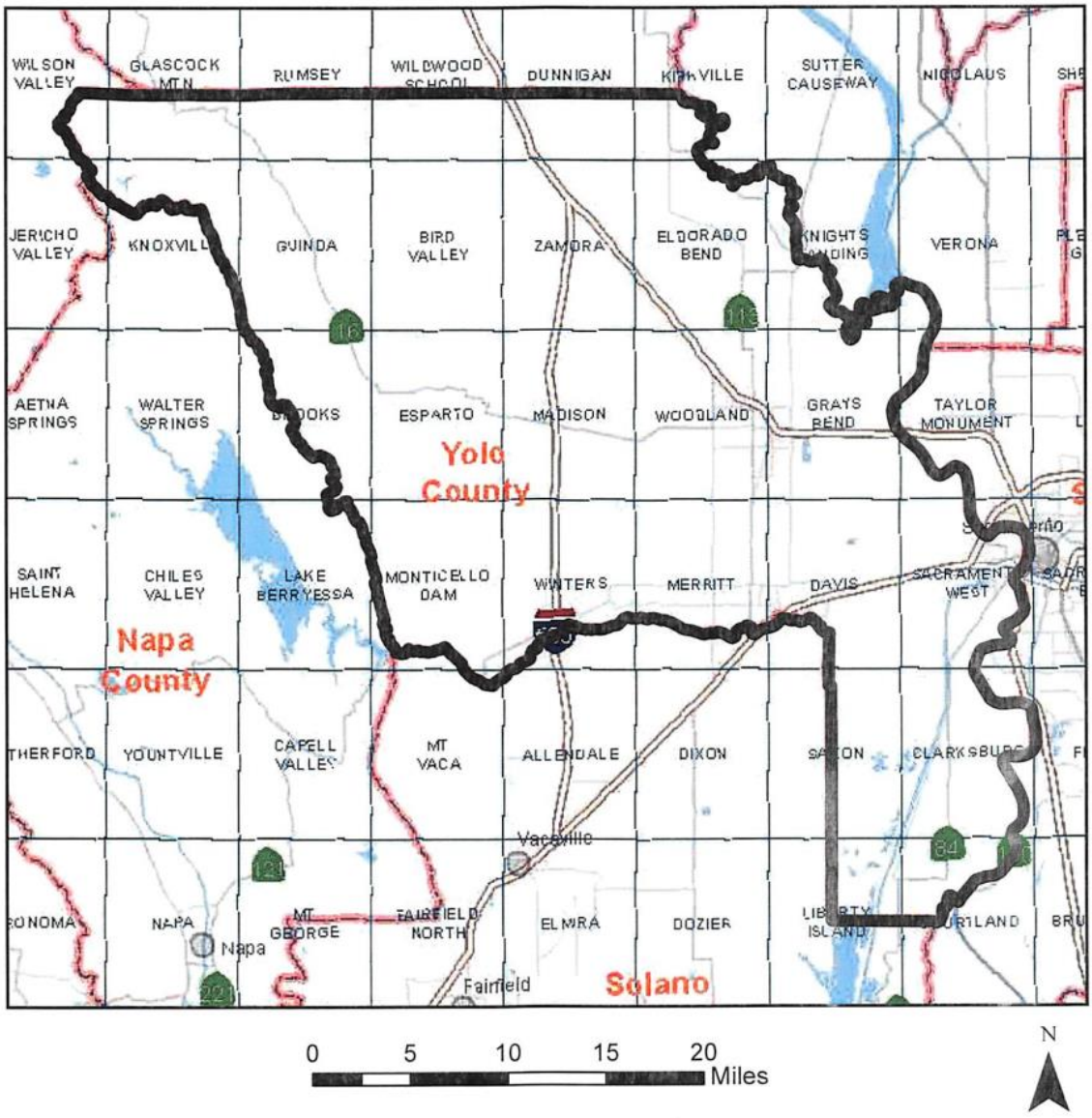
Exhibit A: Project Location Maps

Section 8F: USGS 7.5 Minute Quad Map Names within Yolo County



YOLO COUNTY RCD
Yolo County Resource Conservation District

Created by the Yolo County RCD. All areas are approximate.

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Exhibit B: Project Plan and Boundary Map

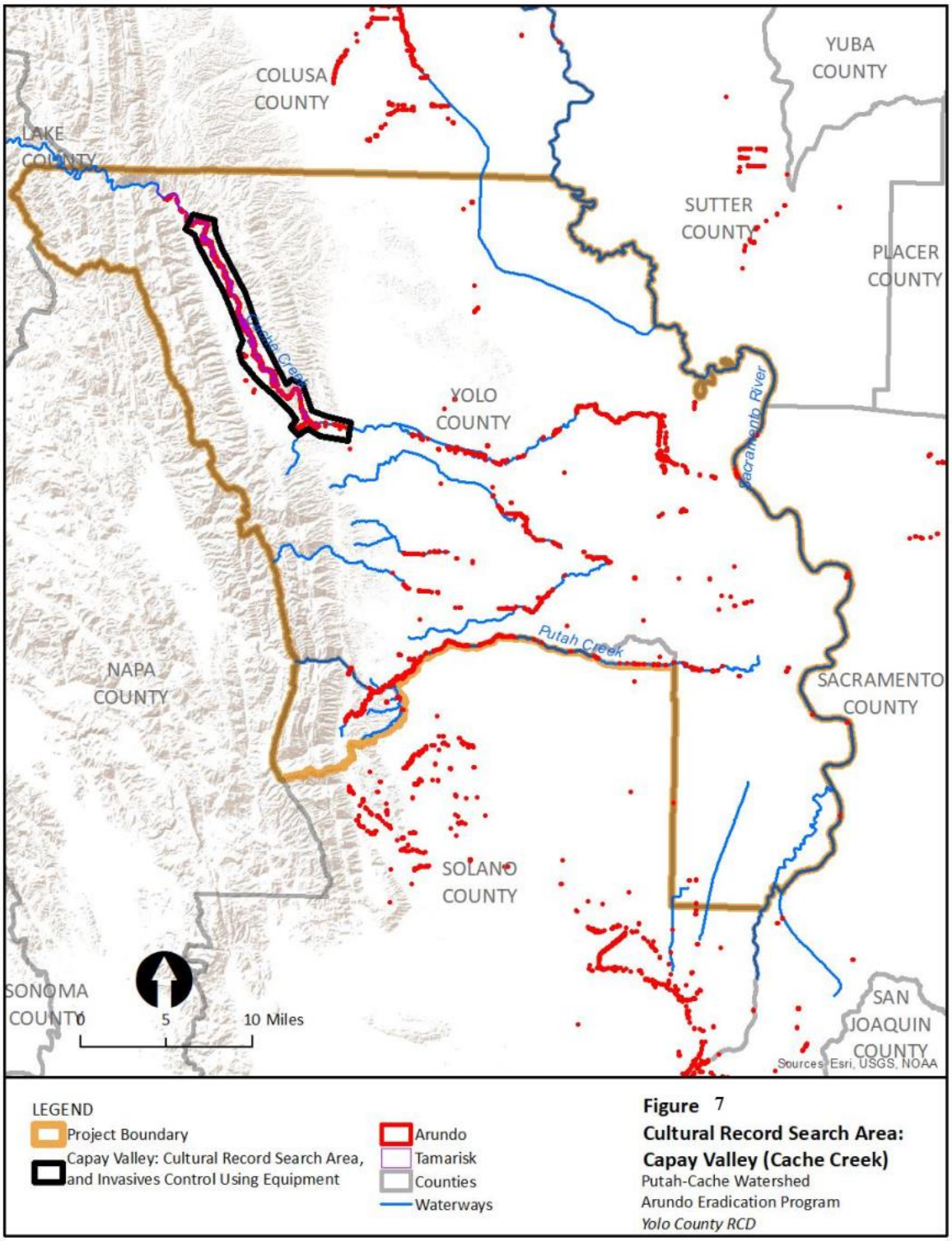

Figure 7
Cultural Record Search Area: Capay Valley (Cache Creek)
Putah-Cache Watershed
Arundo Eradication Program
Yolo County RCD

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Exhibit C: CNDDB Maps of Project Area

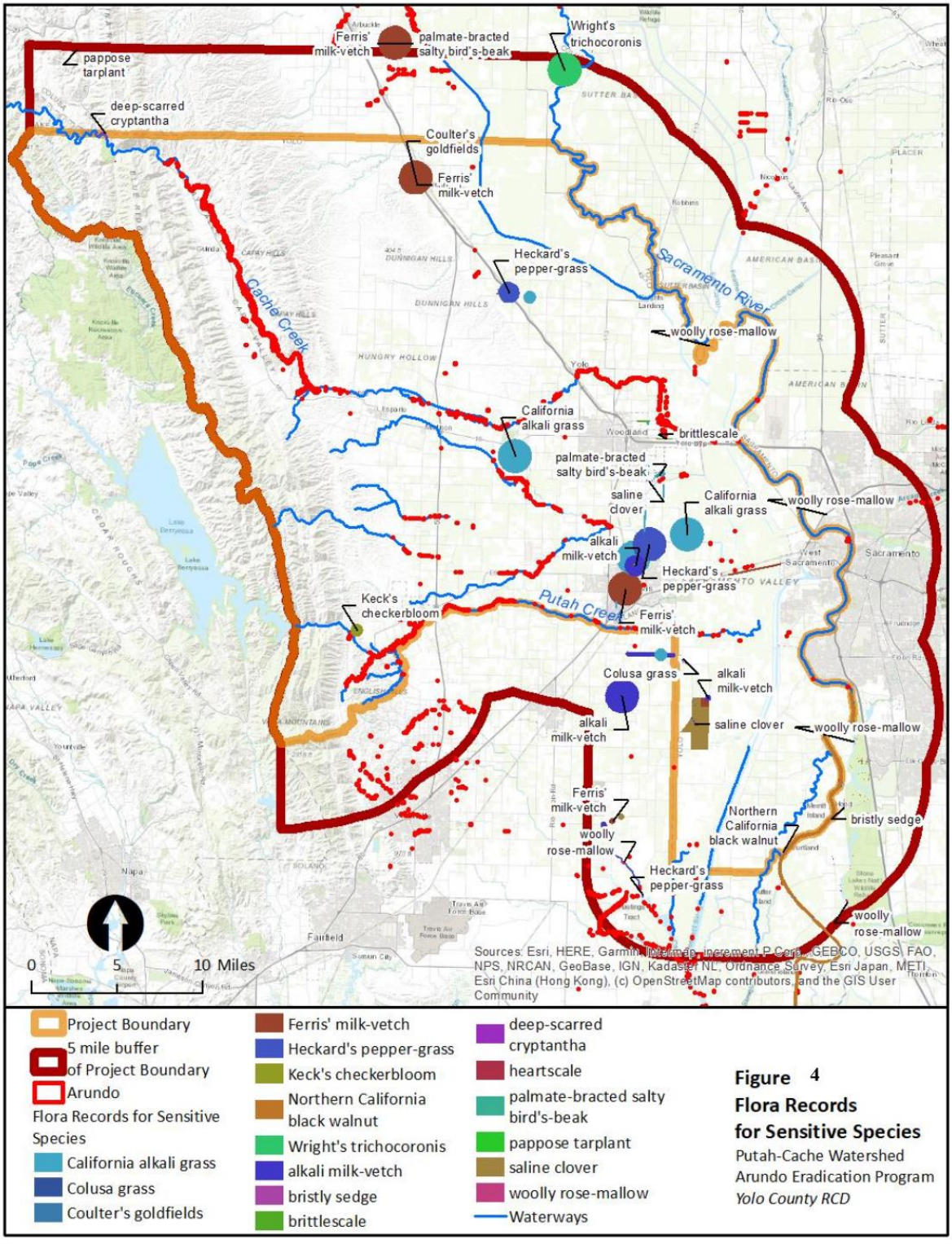

Figure 4
Flora Records for Sensitive Species
Putah-Cache Watershed
Arundo Eradication Program
Yolo County RCD

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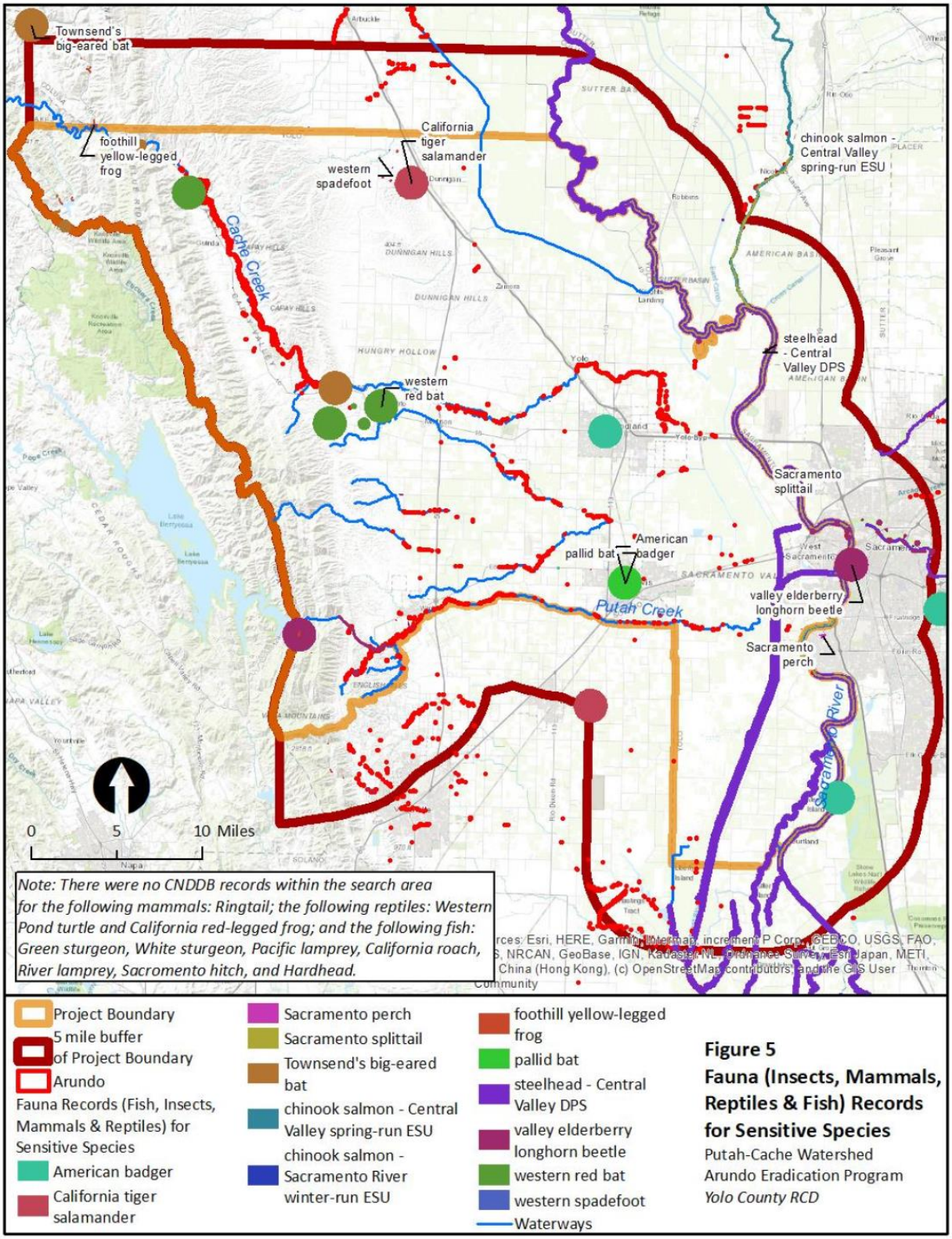

Figure 5
Fauna (Insects, Mammals, Reptiles & Fish) Records for Sensitive Species
Putah-Cache Watershed
Arundo Eradication Program
Yolo County RCD

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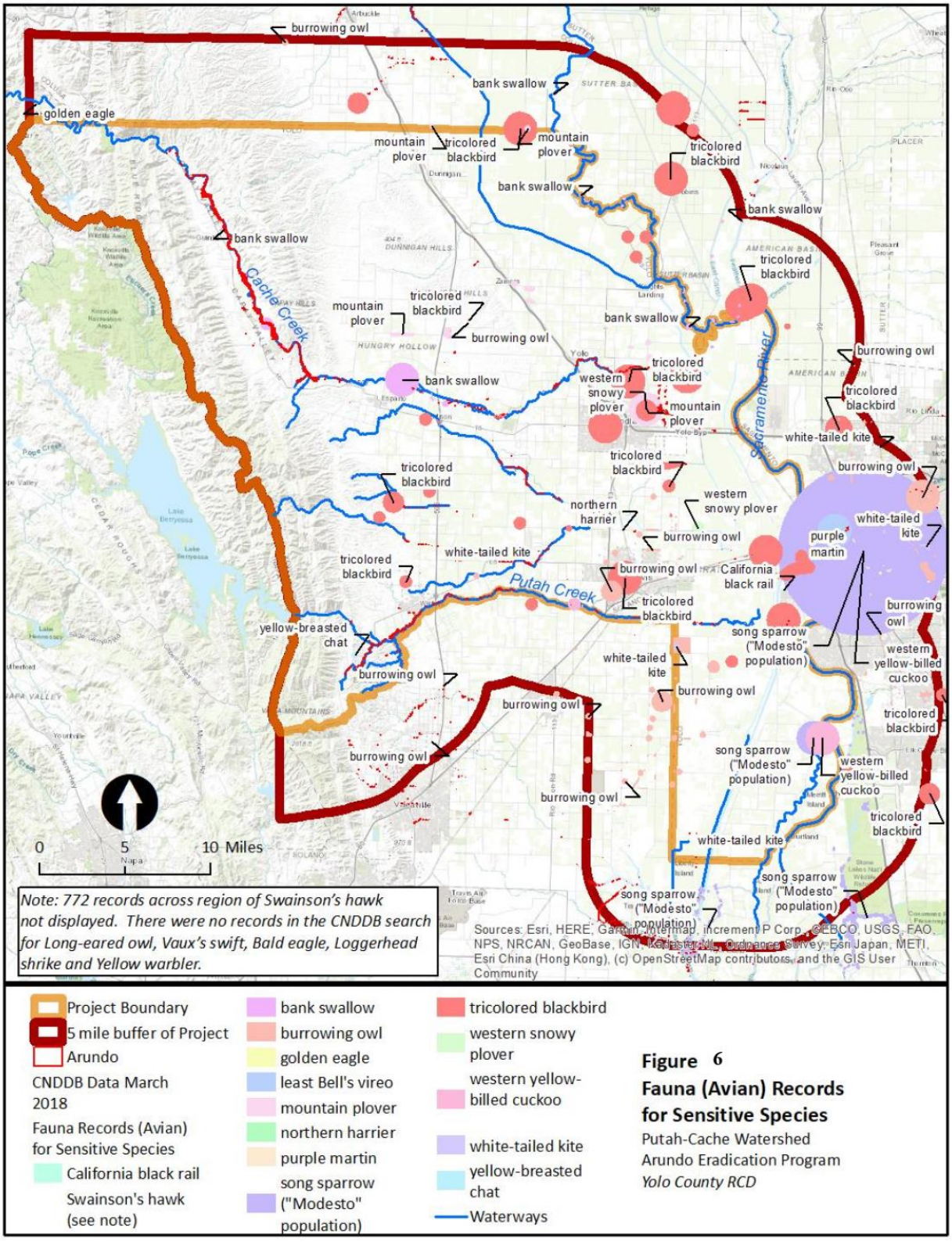

Figure 6
Fauna (Avian) Records for Sensitive Species
Putah-Cache Watershed
Arundo Eradication Program
Yolo County RCD