

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



STREAMBED ALTERATION AGREEMENT
EPIMS NEV-36361-R2
TRUCKEE RIVER

TRUCKEE RIVER WATERSHED COUNCIL
BOCA UNIT RESTORATION PROJECT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Truckee River Watershed Council (Permittee) as represented by Michele Prestowitz.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on January 31, 2022 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The Project is located in the Truckee River near river mile 23 in the town of Truckee, Nevada County. The Project area is six miles east of Truckee at roughly 5,500 feet elevation, centering on 39.373297, -120.104486, on Assessor's Parcel Numbers 048-220-005-000 and 048-220-006-000. The Project area is an approximately 11-acre area accessible via a gravel parking area adjacent to I-80 eastbound about three miles past the Overland Trail exit. The Project area is state-owned land managed by CDFW at the Boca Unit of the Truckee River Wildlife Area.

Exhibit A shows the project location.

PROJECT DESCRIPTION

The Project is limited to excavation of anthropogenic fill, creation of an inset floodplain bench, activating and stabilizing high-flow channels, native surface road consolidation and decommissioning, reconfiguring a historic borrow site to capture stormwater runoff from I-80, and revegetation with native seed and materials salvaged onsite. The project's 6.7-acre construction footprint is designed to directly benefit 11 acres of riverine, wetland, and montane riparian habitats and indirectly benefit four acres of adjacent upland habitats beyond the project area, including sagebrush, bitterbrush, and montane chaparral through improved connectivity. The Project area will complement a previous adjacent in-stream restoration project in the Truckee River.

Approximately 1,432 cubic yards of anthropogenic fill associated with a historic railroad spur will be excavated to create a 0.5-acre inset floodplain bench (less than 20 feet wide and 250-350 feet long) that will improve hydrologic function and habitat function for fishes. The floodplain bench will be roughened with up to 11 large woody debris features with rootwads from trees salvaged on site. The salvaged trees will be approximately 20 feet long and 1-1.5 feet-diameter at breast height (dbh) or greater with several intact limbs, keyed in at a slight angle with greater than 50% of the length at a minimum depth of 0.5'.

Hydrologic function of the Project area will be improved by re-engaging 2,500 feet of high-flow channels. These channels will be stabilized to reduce excess sedimentation by using 3 to 4 buried grade control structures, cobble armoring, and natural roughness elements such as cobbles, woody debris, sod blocks, willow poles, and willow fascines to accommodate return flows to the main channel. The buried grade control structures will consist of eight to twelve ½ to 1-ton native boulders with the center boulder at the lowest elevation and one to two logs 1.5 feet dbh or larger anchoring the ends. Cobble armoring will be installed immediately downstream of the buried grade controls at the return flow. The rock will be 4"-12" native cobble installed in a swale approximately 20' wide by 80' long. Willow poles will be installed along the outside edge of the cobble armoring. The natural roughness features, such as native cobble and willow poles will stabilize vulnerable areas within the smaller overflow channels. Areas further down the oxbow apex will be hand-worked under field direction to enhance the channels, eliminate deep pools that may strand fish, and thin dense thickets of lodgepole pines.

Upland elements include laying the hillside back to a more natural slope, reconfiguring the 3,300-square foot former borrow site to create a stormwater basin, creating a looped single-track foottrail, and decommissioning 3,500 feet of roads and redundant trails, temporary access routes, and staging areas. Unless specifically identified for protection in the design plans, all trees 18" dbh and larger within the grading limits will be salvaged with rootwads intact and set aside for biotechnical installations. In total, 22 trees, primarily Jeffrey pine, will be salvaged and incorporated into the site improvements. They are approximately as follows (size shown are approximate dbh):

- 2 - 18"
- 11 - 24"
- 5 - 30"
- 4 - 36"

Stands and individuals willow and mountain alder occur along the river where habitat is suitable, and chokecherry and serviceberry exist above the existing floodplain. Where feasible, plants in the footprint of the newly graded floodplain will be salvaged and replanted, including up to 15 large native willows, alder, and chokecherry clumps. Any material pruned from the living plants or not suitable for replanting will be used for willow poles, willow staking, fascines, slash or mulch. When excavating the floodplain, the design calls for salvaging the top 6"-12" of high quality topsoil and a minimum of the top 8" of cohesive sod. This sod, dominated by species of *Carex* and *Juncus* and *Poa pratensis*, will be replanted as part of the restoration work.

The work is expected to occur over three periods between July and October during the low flow period when the Project area should be dry. If localized water is encountered when installing the buried boulder/log grade control, some dewatering may occur. Dewatering would be achieved by pumping into a water truck and sprayed onto the nearby upland areas. No diversions will occur and all materials will be sourced onsite.

The project will require construction equipment including but not limited to: excavators, loaders, haul trucks, water trucks, back hoes, and/or skid steers. All temporary staging area and access routes are sited to avoid wetlands, minimize overall footprint, and minimize vehicle conflicts during construction. Staging is in an 0.75-acre upland area that is currently a dirt parking lot and will be partially decommissioned upon the completion of the project. Access is designed to be a one-way loop for construction vehicles utilizing existing disturbed roads and trails. Zone 1 work is limited to low ground pressure small equipment only such as wide tracked mini-excavator, mini-skid steer or approved equivalent.

Exhibit B shows the project plans.

PROJECT IMPACTS

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

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

Temporary increases in turbidity and suspended sediment into the watercourse, resulting in disruption of foraging, nesting, and sheltering behaviors and potential reduction in growth and survival of aquatic organisms; general disruption to wildlife from construction activities; disturbance of nesting due to increased human activity, noise, and vibrations; temporary loss of foraging, nesting, and sheltering habitat for terrestrial organisms when vegetation is removed; direct mortality or injury to individual plants and animals caused by project activities; temporary incidental release of contaminants, change in contour of bed, channel or bank; loss of bank stability during the project; increase of bank erosion during the project; and dewatering.

The Project will cause temporary impacts to 0.11 acres of wetland and 0.85 acres of riparian habitats during the restoration and enhancement of existing degraded habitat to floodplain and riparian habitat.

Exhibit C shows the project impacts.

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 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. 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 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 the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact 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 the Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Notification of Project Modification. Permittee shall 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 Section 86 of the Fish and Game Code, 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.

2. Avoidance and Minimization Measures

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

- 2.1 Work Period. Project activities covered under this Agreement shall be confined to the period between July 1 and October 31 during the term of this Agreement. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this time period.*
- 2.2 Work Period Modification. If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period and extended on a day-to-day basis (or for some other set period of time) by a CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office (see Contact Information). Permittee shall submit a written request for a work period variance to CDFW.

The work period variance request shall: 1) describe the extent of work already completed; 2) provide a schedule for activities to be conducted within the requested modification period; 3) detail the time required to complete each activity; and 4) provide photographs of current site conditions. Work period modifications are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period. CDFW will have ten (10) business days to review the proposed work period variance. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the modification.

- 2.3 Work Period in Low Rainfall / Dry Weather Only. The work period 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 50% chance of rain). Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the project area. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be provided upon request by the CDFW. All erosion control measures shall be initiated prior to all storm events. *Revegetation, restoration, and erosion control work located outside of flowing water is not confined to this work period.*
- 2.4 Designated Biologist. At least thirty (30) business days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of Sierra Nevada fish and wildlife resources present at the project site and have the necessary handling permits. The Designated Biologist shall be responsible for monitoring all project activities, including excavation, construction, and any ground- or vegetation-disturbing activities in areas subject to this Agreement. The Designated Biologist shall be responsible for observing bird activity and any newly active nests.

Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Permittee shall notify CDFW in writing if a substitute Designated Biologist is selected or identified at any time during the term of this Agreement.

- 2.5 On-site Biologist with Stop Work Authorization. Permittee shall have a Designated Biologist on-site during Project activities, as appropriate, to ensure avoidance and minimization measures are implemented. The CDFW-approved Designated Biologist, in consultation with the Project Engineer, shall be authorized to stop construction, if necessary, to protect fish and wildlife resources.
- 2.6 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 fact sheets 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.

Biological Resources

- 2.7 Biological Clearance Survey. Within three (3) calendar days prior to starting project activities, a Designated Biologist shall survey the project site for fish and wildlife species. The Designated Biologist will make observations of species observed and any sensitive resources. The Designated Biologist shall assess any species or sensitive resources encountered during surveys and prepare a site-specific report that summarizes these findings for CDFW review. The report shall include a Designated Biologist recommended plan for avoiding and minimizing impacts to fish and wildlife. The plan may include measures for high visibility flagging of sensitive/avoided plant species, temporary no disturbance areas, etc. Any additional measures included in the approved plan shall be implemented during project activities. This report may overlap with other requirements of other measures listed below.

- 2.8 Daily Clearance Survey and Necessary Relocation of Stranded Wildlife. Before the start of daily project activities, the Designated Biologist or construction monitor shall survey the project area to ensure wildlife incidentally trapped due to project activities are allowed to escape or, if necessary, captured and, moved by the Designated Biologist out of harm's way. Measures shall be taken to avoid harm and mortality resulting from relocation activities. This condition does not allow for the take or disturbance of any listed species.
- 2.9 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmd.
- 2.10 Wildlife Records. A record shall be maintained of all wildlife relocated out of harm's way. The record shall include the date of capture, the method of capture, the location of movement relation to the project site, and the number and species moved. The record shall be provided to CDFW within two weeks of the completion of the work season or project activities, whichever comes first.
- 2.11 Special-Status Species encountered during work. If the Permittee encounters any special-status species during project activities, work shall be suspended, CDFW notified, and conservation measures shall be developed in agreement with CDFW prior to re-initiating the activity. If during project activities, the Permittee encounters any species listed pursuant to the California Endangered Species Act (CESA), work shall be suspended, and CDFW notified. Work may not re-initiate until the Permittee has consulted with CDFW and can demonstrate compliance with CESA.
- 2.12 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities. Except for tree removal already described in the project description, no native trees with a trunk diameter at breast height (DBH) in excess of four (4) inches shall be removed or damaged without prior consultation and approval of a CDFW representative. Where native trees or woody riparian vegetation split into several trunks close to ground level, the DBH shall be measured for each trunk and calculated as one tree. Vegetation marked for protection may only be trimmed with hand tools to the extent necessary to gain access to the work sites.
- 2.13 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.
- 2.14 Nesting Bird Survey. If project-related activities are scheduled between February 1 to August 31 (the typical nesting season), a focused survey for nests shall be conducted by a Designated Biologist within no greater than ten (10) calendar days prior to the beginning of Project-related activities. The Designated Biologist shall survey the area within a minimum 500-foot (for migratory birds) and minimum 1/2-mile (for raptors) radius around the Project area that can be accessed by

Permittee. The results of the survey shall be provided to CDFW upon completion. If no active nests are found, project activities may proceed as scheduled.

2.14.1 Active Nests. If an active nest is found, active nests shall be avoided, and a no disturbance or destruction buffer shall be determined and established by a Designated Biologist. The buffer shall be kept in place until after the breeding nesting season or the Designated Biologist confirms the young have fledged, are foraging independently, and the nest is no longer active for the season. The extent of these buffers shall be determined by the Designated Biologist and will depend on the species present, the level of noise or construction disturbance, line of sight between the nest and the disturbance, ambient levels of noise and other disturbances, and other topographical or artificial barriers.

2.14.2 Project Delay. If a lapse in project work of fourteen (14) calendar days or longer occurs, the Designated Biologist shall complete another focused survey before Project work can be reinitiated.

2.14.3 Permittee Responsibility. It is the Permittee's responsibility to comply with Fish and Game Code sections 3503, 3503.5, and 3513, regardless of the time of year. This Agreement does not authorize take of birds, their nests, or their eggs.

2.15 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.

Revegetation and Restoration

2.16 Seeding. Permittee shall restore all exposed/disturbed areas and access points within the project area, by seeding with a native seed mix of known genetic origin whose original stock seed was collected from adjacent areas in the Sierra Nevada, unless otherwise agreed upon with CDFW. Revegetation shall be completed in the fall before the start of the rainy season and as soon as possible after project activities.

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

- 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 Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org>.
- 2.19 Stream Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved between watercourses except as otherwise addressed in this Agreement.
- 2.20 Revegetation and Restoration Success and Monitoring Plan. Permittee shall provide a Revegetation Success and Monitoring Plan to CDFW for review and concurrence fifteen (15) days prior to project implementation. The Revegetation Success and Monitoring Plan can include but is not limited to: revegetation success goals, revegetation success criteria, qualitative and quantitative monitoring methods, management actions taken during initial establishment period, monitoring timing and frequency, and actions to take if success criteria are not met. If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements.

Erosion Control, Stabilization, and Excavation

- 2.21 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-project planning to identify site specific turbidity and siltation minimization measures; best management erosion control practices during project activity; and settling, filtering, or otherwise treating silty and turbid water prior to discharge into a stream or storm drain. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches.
- 2.21.1 Monitoring. BMPs shall be monitored daily and repaired if necessary to ensure maximum erosion and sediment control.
- 2.21.2 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. Permittee shall remove and dispose of all temporary BMPs and any related material upon completion of project activities.

- 2.21.3 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.
- 2.22 Prohibition Against Use of Plastic Netting in Erosion Control Measures. Permittee shall not use temporary or permanent erosion control devices containing plastic netting, including photo- or bio-degradable plastic netting. These items are commonly found in straw waddles (fiber rolls) and erosion control blankets.
- 2.23 Excavation Spoils. Permittee shall not place spoil from the excavation operations on the stream side of the excavation site.
- 2.24 Avoid loss of topsoil during excavation. Permittee shall save topsoil during any excavation and replace topsoil over completed re-contoured construction sites.
- 2.25 Site Restoration. All areas and 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.
- 2.26 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to begin or continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed. National Weather Service 72-hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at: <http://www.nws.noaa.gov>.

Avoid/Minimize Effects of Equipment

- 2.27 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the Truckee River where flowing water is present.
- 2.28 Heavy Equipment Maintenance and Fueling. Any equipment or vehicles driven and/or operated shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. If maintenance or refueling of vehicles or equipment must occur on-site, Permittee shall use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills.

- 2.29 Staging, Storage and Vehicle Parking. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located in the Staging area as described in the Notification and Project Description of this Agreement. Vehicles 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. Permittee shall place drip pans or absorbent materials under vehicles and equipment when not in use. All equipment and fuel stored on site shall be properly contained and protected from rain.
- 2.30 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the water prior to entering and exiting the project site to avoid the introduction and transfer of organisms. Permittee shall decontaminate project gear and equipment that will enter the water by utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing personal equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow larger equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140 degrees Fahrenheit or hotter water and soak for a minimum of 5 minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32 degrees Fahrenheit or colder for a minimum of eight (8) hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.31 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat.

Debris Materials and Waste

- 2.32 Remove Structures. Project-related structures and associated materials not designed to withstand high water flows or placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life, wildlife, or riparian habitat shall be moved to areas above high water before such flows occur.
- 2.33 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.

- 2.34 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. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris on the project site.
- 2.35 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.
- 2.36 Hazardous Materials. Debris, soil, silt, sand, rubbish, project waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from project activities shall not be stored where it may pass into waters of the state (Fish & G. Code § 89.1), the stream bed, bank, or channel (including but not limited to dry, ponded, flowing, or wetland areas), drainages, lakes, other sensitive habitat. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located [more than 150 feet from or where it may not pass into] 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. Permittee shall ensure that all project areas have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. All debris shall be disposed of properly. BMPs shall be employed to accomplish these requirements. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding cleanup procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 3.1 Notification of Project Initiation. The Permittee shall notify the CDFW at least five (5) business days prior to beginning work for each construction season. Notification shall be submitted as instructed in Contact Information section below.
- 3.2 Notification of Project Completion. Upon completion of the project activities described in this Agreement, the project activities shall be photographed. Photographs shall be submitted to CDFW within fifteen (15) calendar days of project completion. Photographs and project completion notification shall be submitted as instructed in Contact Information section below.
- 3.3 Project Inspection. The Project shall be inspected by a California licensed engineer, or other qualified professional with appropriate license or qualifications, to ensure project component(s) were implemented as designed. A copy of the Project Inspection Report, including as-built construction drawings and photographs of each site post-construction, shall be submitted to CDFW within 90 days of completion of this project.

- 3.4 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) calendar 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.
- 3.5 Annual Restoration Monitoring Reports. The Permittee shall submit an annual monitoring report to CDFW by January 1 of each year for three (3) years after completion of restoration activities and include the results of monitoring described in the CEQA Statutory Exemption for Restoration Projects Director's Concurrence (request number 21080.56-2022-007-R2) included in the Notification of this Agreement. The report shall discuss the status of the implementation of the restoration and the need for any additional restoration per Measure 2.20 of this Agreement. The report can include but is not limited to the success of revegetation establishment, the number of plants replaced (if applicable), overview of the revegetation effort, and the methods used to assess these parameters; floodplain conditions, any erosion issues, and the methods used to assess these parameters. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing, either submitted through EPIMS, by email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Michele Prestowitz
Truckee River Watershed Council
EPIMS-NEV-36361-R2
P.O. Box 8568
Truckee, CA 96162
mprestowitz@truckeeriverwc.org

To CDFW:

California Department of Fish and Wildlife
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
Attn: Lake and Streambed Alteration Program
EPIMS Notification No. NEV-36361-R2
Phone: (916) 358-1163
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 the Agreement precludes CDFW from pursuing an enforcement action against 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 Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.*

(threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the 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 the 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 the 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 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, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall 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 the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

The 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. Exhibit A. Project Location
- B. Exhibit B. Project Plans
- C. Exhibit C. Project Impacts

AUTHORITY

If the person signing the 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 the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

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

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