

CALIFORNIA DEPARTMENT OF FISH AND GAME
SOUTH COAST DISTRICT
3883 RUFFIN ROAD
SAN DIEGO, CA 92123



LAKE or STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-20010-0249-R5
All Creeks and Streams in Santa Barbara County

CATHLEEN M. FISHER
COUNTY OF SANTA BARBARA AGRICULTURAL COMMISSIONER'S OFFICE
INVASIVE PLANT REMOVAL PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Cathleen M. Fisher of the County of Santa Barbara Agricultural Commissioner's Office (Permittee).

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified DFG on August 23, 2010, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to FGC Section 1603, DFG 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, Permittee has reviewed the 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 the Agreement.

PROJECT LOCATION

The project is located within all creeks and streams within and bordering the County of Santa Barbara, State of California; from the San Luis Obispo County line to the Ventura County line, including parts of Ventura County along Rincon Creek, and within all city jurisdictions.

PROJECT DESCRIPTION

The Permittee proposes to remove all noxious weeds including plant species identified in California Code of Regulations Title 3, Section 4500 and in the Code of Federal Regulations Title 7, Section 360.200. Invasive weeds also include plant species identified by the California Invasive Plant Council that have significant impact on habitat.

Other weeds as identified by CDFG Scientists may be targeted as applicable if funding is available. Subsequent Section 1600 LSAA Notifications or Project Description Reports will identify specific project locations and will be submitted to the Department within 30 days prior to the start of a project. The primary target of these projects is *Arundo donax* and *Tamarix ramosissima*. Other secondary targets, like *Ricinus communis*, *Ailanthus altissima*, *Spartium junceum*, and *Cortaderia selloana*, will be treated as funds are available.

Subsequent Section 1600 LSAA Notifications or Project Description Reports will identify the specific techniques that will be utilized for each project, and one or more of three methods may be used in each project. Method selection will be determined by CDFG permit conditions, landowner preference, environmental concerns, aesthetics, and proximity to infrastructure. The methods in order of efficiency and preference for the projects will be, 1) foliar treatment with Glyphosate or Imazapyr herbicide mix, 2) cut stump treatment with Glyphosate or Imazapyr, and 3) hand dig and tarp without any herbicide use. Digging with any equipment besides hand implements (machinery) will be identified in the individual work plan. Other herbicides may be utilized and will be described in each project description upon approval. Some projects will use a helicopter to shuttle personnel who will use handheld equipment at treatment sites, minimizing damage that occurs with trucks, and allowing access to remote sites otherwise inaccessible. Most projects will use handheld herbicide sprayers.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect include: **fishes:** tidewater goby (*Eucyclogobius newberryi*), steelhead (*Oncorhynchus mykiss irideus*); **amphibians:** California red-legged frog (*Rana aurora draytonii*), western toad (*Bufo halophilus*), Pacific tree frogs (*Hyla regilla*); **reptiles:** California tiger salamander (*Ambystoma californiense*), blackbelly slender salamander (*Batrachoseps nigriventris*), California slender salamander (*Batrachoseps attenuatus*), coast range newt (*Taricha torosa torosa*), southwestern pond turtle (*Emys marmorata pallida*), two-striped garner snake (*Thamnophis hammondii*), coast garter snake (*Thamnophis elegans terrestris*), kingsnake, (*Lampropeltis getula californiae*), garter snake (*Thamnophis elegans*), striped racer (*Masticophis l. lateralis*), Pacific rattlesnake (*Crotalus viridis helleri*), coastal western whiptail (*Cnemidophorus tigris multiscutatus*), side-blotched lizard (*Uta stansburiana elegans*), coast horned lizard (*Phrynosoma conronatum*), California whiptail (*Cnemidophorus tigris mundus*), silvery legless lizard (*Anniella p. pulchra*), western fence lizard (*Sceloporus occidentalis*); **birds:** Southwestern willow flycatcher (*Empidonax traillii*), least Bell's vireo (*Vireo bellii pusillus*), snowy plover (*Charadrius alexandrinus nivosus*), brown pelican (*Pelicanus occidentalis*), California least tern (*Sterna antillarum browni*), great blue heron (*Ardea herodias*), green heron (*Butorides virescens*), great egret (*Casmerodias albus*), snowy egret (*Egretta thula*), mallard (*Anas platyrhynchos*), green-winged teal (*Anas crecca*), turkey vulture (*Cathartes aura*), red-tail hawk (*Buteo jamaicensis*), Cooper's hawk (*Accipiter cooperii*), sharp-shinned hawk (*Accipiter striatus*), ferruginous hawk (*buteo regalis*), white-tail kite (*Elanus leucurus*),

prairie falcon (*Falco mexicanus*), kestrel (*Falco sparverius*), burrowing owl (*Athene cunicularia*), great horned owl (*Bubo virginianus*), barn owl (*Tyto alba*), belted kingfisher (*Ceryle alcyon*), ruby-throated hummingbird (*Archilochus colubris*), Ann's hummingbird (*Calypte anna*), barn swallow (*Hirundo rustic*), scrub jay (*Aphelocoma californica*), crow (*Corvus brachyrhynchos*), mockingbird (*Mimus polyglottos*), towhee (*Pipilo crissalis*), house finch (*Carpodacus mexicanus*); **mammals:** pallid bat (*Antrozous pallidus pacificus*), longtail weasel (*Mustela frenata*), ringtail (*Procyon lotor*), American badger (*Taxidea taxus*), desert cottontail (*Sylvilagus audubonii*), brush rabbit (*Sylvilagus bachmani*), coyote (*Canis latrans*), gray fox (*Urocyon cinereoargenteus*), San Joaquin kit fox (*Vulpes macrotis mutica*), striped skunk (*Mephitis mephitis*), raccoon (*Procyon lotor*), bobcat (*Felis rufus*), black tail deer (*Odocoileus hamionus*), pronghorn (*Antilocapra Americana*), mountain lion (*Felis concolor*), black bear (*Ursus americanus*), Dusky-footed wood rat (*Neotoma fuscipes*), **native plants:** coast live oak (*Quercus agrifolia*), California black walnut (*Juglans californica*), valley oak, (*Quercus lobata*), California bay (*Umbellularia californica*), arroyo willow (*Salix lasiolepis*), red willow (*Salix laevigata*), sandbar willow (*Salix exigua*), sycamore (*Platanus racemosa*), cottonwood (*Populus fremontii*), alder (*Alnus rhombifolia*), black cottonwood (*Populus balsamifera*), mulefat (*Baccharis salicifolia*), elderberry (*Sambucus mexicana*), coffeeberry (*Rhamnus californica*), lemonade berry (*Rhus integrifolia*), hollyleaf redberry (*Rhamnus ilicifolia*), blackberry (*Rubus ursinus*), hollyleaf cherry (*Prunus ilicifolia*), toyon (*Heteromeles arbutifolia*), bush mallow (*Malacothamnus fasciculatus*), coyote brush (*Baccharis pilularis*), wild rose (*Rosa californica*), fuchsia flowering gooseberry (*Ribes speciosum*), mugwort (*Artemisia douglasiana*), poison oak (*Toxicodendron diversilobum*), saltgrass (*Distichlis spicata*), spikerush (*Eleocharis macrostachya*), bulrush (*Scirpus californicus*), cattail (*Typha domingensis*), curly dock (*Rumex crispus*), tar weed (*Hemizonia fasciculata ramosissima*), black sage (*Salvia mellifera*), white sage (*Salvia apiana*), California sage (*Artemisia californica*), purple sage (*Salvia leucophylla*), giant wildrye (*Leymus condensate*), purple needlegrass (*Nassella pulchra*), blue dicks (*Dichelostemma capitatum*), deerweed (*Muhlenbergia rigens*); and other aquatic and wildlife resources in the area, including the riparian vegetation which provides habitat for such species in the area. These resources will be further detailed and more particularly described in the reports entitled "Santa Ynez River Tamarix and Arundo Project MND": prepared by David Chang and URS, along with other CEQA for specific projects.

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 DFG 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 DFG 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, DFG shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.

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.

Vegetation removal and restoration

- 2.1 Tree removal: Any oaks, CA black walnuts, alders and sycamores which are damaged or removed during construction operations shall be replaced in kind at a 10:1 ratio. Valley oaks shall be replaced in kind at a 15:1 ratio. Elderberry, cottonwood, and willows shall be replaced at 5:1.
- 2.2 Success ratios: All planting shall have a minimum of 80% survival the first year and 100% survival thereafter and/or shall attain 75% cover after 3 years and 90% cover after 5 years for the life of the project. Prior to the mitigation site(s) being determined successful, they shall be entirely without supplemental irrigation for a minimum of 2 years, no single species shall constitute more than 50% of the vegetative cover, no woody invasive species shall be present, and herbaceous invasive species shall not exceed 5% cover. If the survival, cover and other requirements described in this Agreement and in the submitted documents have not been met, the Permittee is responsible for replacement planting to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for 5 years after planting.
- 2.3 Irrigation: The Permittee shall provide irrigation when natural moisture conditions are inadequate to ensure survival of plants. Irrigation shall be provided for a period of at least two years from planting. Irrigation shall be phased out during the fall/winter of second year unless unusually severe conditions threaten survival of plantings. All plants must survive and grow for at least three years without supplemental water for the restoration phase of the project to be eligible for acceptance by the Department. All planting shall be done between October 1 and April 30 to take advantage of the winter

rainy season.

2.4 Project delineation: The work area shall be flagged or marked to identify its limits within the stream and reservoir. Vegetation shall not be removed or intentionally damaged beyond these limits.

2.5 Vegetation removal: In areas of temporary disturbance, where vegetation must be removed, native trees and shrubs, with DBH of 3 inches or less, shall be cut to ground level with hand operated power tools rather than by grading.

2.6 Vegetation stock piles: Vegetation removed from the stream shall not be stockpiled in the stream bed or on its bank. The sites selected on which to push this material out of the stream should be selected in compliance with the other provisions of this Agreement.

2.7 Oak root protection: No equipment shall be operated within the dripline of oaks. Protective fencing shall be placed around the dripline of oaks to prevent compaction of the root zone.

Wildlife protection

2.8 Bird nesting season: The Permittee shall not allow any vegetation removal within the site from March 1st to August 15th, the recognized breeding, nesting and fledging season for most bird species. If vegetation has to be removed within these dates, a qualified biologist shall conduct bird surveys for nesting birds. If a listed species is found, a qualified biologist shall conduct 8 bird surveys, 10 days apart, in compliance with Fish and Wildlife Service protocols. If listed bird species, such as least Bell's vireo, are found, the Permittee shall not allow any activity within the site from March 1st to September 1st.

2.9 Storm season: The Permittee's activities within the stream course shall be limited to the dry period of the year from May 1 to December 1 or when the stream is not actively flowing, or at its lowest flow, and no measurable rain is forecasted within 48 hours. If measurable rain is predicted within 48 hours during construction, all activities shall cease until storm flows have returned to pre-storm conditions, and protective measures to prevent siltation or erosion shall be implemented/maintained.

2.10 T&E species surveys: The Permittee certifies by signing this agreement that the project site has been surveyed and shall not impact any rare, threatened or endangered species; or the Permittee certifies that such a survey is not required for the proposed project. If it is determined later that rare, threatened or endangered species occur within the proposed work area, within 500 feet, or could be impacted by the work proposed, the Permittee shall cease immediately, all activities and consult with the Department and obtain any required State and/or Federal permits, and/or submit plan to avoid any impacts.

2.11 Monitoring: A qualified biological monitor, having the appropriate permits, shall be on site at least twice a week during normal operations and shall survey for species prior to construction. The monitor shall be on site on a daily basis if listed species are present within 500 feet of any work. If any species are found in the path of construction, the monitor shall relocate the species to a safe location. Relocation areas shall be identified prior to the start of construction, and are subject to the Department's approval. If any species are found in the path of construction, the monitor shall relocate the species to a safe location. The monitor shall have the ability to stop activities if continued activities will impact resources.

2.12 Aquatic organisms: Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement.

2.13 Bats: If bats are present, the Permittee shall set up buffers and mitigation measures, approved by the Department prior to implementation, and shall have a monitor determine if activities are impacting the colony.

Equipment and access

2.14 Ramps: Access to the work site shall be via existing roads and access ramps. If no ramps are available in the immediate area, the Applicant may construct a ramp in the footprint of the project. Any ramp shall be removed upon completion of the project.

2.15 Contaminated equipment: All equipment shall be washed and free of weed seeds prior to delivery to the site.

Sedimentation

2.16 Spoil sites: Permanent spoil storage sites shall not be located within a stream, where spoil can be washed back into a stream/lake, or where it will cover aquatic or riparian vegetation.

2.17 Construction materials: Any materials placed in seasonally dry portions of a stream or lake that could be washed downstream or could be deleterious to aquatic life shall be removed from the project site prior to inundation by high flows.

2.18 Disturbed soils: Areas of disturbed soils with slopes toward a stream or lake shall be stabilized to reduce erosion potential. Planting, seeding and mulching is conditionally acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization. Any installation of non-erodible materials not described in the original project description shall be coordinated with the Department. Coordination

may include the negotiation of additional Agreement provisions for this activity.

2.19 Wash water: Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a lake or flowing stream or placed in locations that may be subjected to high storm flows.

Pollution and clean up

2.20 Waste: No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete (wet or dry) 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 any logging, construction, or other associated project related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into, waters of the State. Any of these materials, placed within or where they may enter a stream or lake, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream or lake.

2.21 Clean up: The clean-up of all spills shall begin immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures. If vacuum trucks or pumps are used to clean up any contamination in water, or for any other use, the vacuum hose shall be placed in a 3 to 4 square foot area, protected on all side by exclusionary fencing to lower velocities and to prevent the uptake of any aquatic life.

2.22 Dust control: No stream water may be used in construction, such as in dust control or irrigation of plants. All construction water shall be from developed sources.

2.23 Litter: The Permittee shall comply with all litter and pollution laws. All contractors, subcontractors and employees shall also obey these laws and it shall be the responsibility of the operator to insure compliance.

2.24 Equipment checks: Any equipment or vehicles driven and/or operated within or adjacent to the stream/lake shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.

2.25 Staging areas: Staging/storage areas for equipment and materials shall be located outside of the stream/lake.

2.26 Stationary equipment: Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. If welders are used, fire suppression equipment shall be on site at all times the welder is being used.

2.27 Equipment maintenance: No equipment maintenance shall be done within or near any stream channel or lake margin where petroleum products or other pollutants from the equipment may enter these areas under any flow.

2.28 Debris: Except as otherwise permitted in this Agreement, the removal of soil, vegetation, and vegetative debris from the stream bed or stream banks is prohibited. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage and trash. The Permittee shall remove washed out culverts, and other construction materials, that the Permittee places within, or where they may enter the stream.

Exotic species control

2.29 Non-native plant removal: The Permittee shall remove non-native vegetation, such as *Arundo* and *Tamarix*. Other non-native species such as tree tobacco, castor bean, cape ivy, periwinkle, ice-plant, and any and all non-native invasive plants may be removed as funding is available from the project area. All cut vegetation shall be disposed of in a manner and a location which prevents its reestablishment. Removal shall be done at least twice annually during the spring/summer season, as needed, through the term of restoration. Giant cane (*Arundo*), if present, shall be cut to a height of 6 inches or less, and the stumps painted with an herbicide approved for aquatic use within 5 minutes of cutting. Herbicides may be applied at least three times during the period from May 1 to October 1 to eradicate these plants. Foliar spraying, standing and bend foliar, and spray methods, with cut and stump application will be the primary methods of herbicide application. Where proposed methods for removing giant cane deviate from this procedure, the Permittee shall present the alternate methods, in writing, to the Department for review and approval, prior to construction.

2.30 Herbicide use: Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where control of non-native vegetation is required within the bed, bank, or channel of the stream, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, the Permittee shall employ only those herbicides, such as Rodeo/Aquamaster (Glyphosate), which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals, such as Agri-Dex, which are approved for aquatic use. All sprays shall contain a dye to prevent overspray. No sprays shall be used when wind speed exceeds 7 mph.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

3.1 Mitigation for permanent disturbance: The Applicant shall not have any permanent

impacts under this Agreement.

3.2 Mitigation for areas of temporary disturbance: The Applicant may have some temporary impacts but these projects are considered self mitigating and only the areas disturbed shall be protected from erosion by mulching. If large areas (more than 1/5 acre) are completely cleared of non-native vegetation, then a native seed mix shall be broad cast to stabilize the soil.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Annual report: An annual report shall be submitted to the Department by Jan. 1 of each year for the life of this Agreement. This report shall include the survival, % cover, and height by species of any trees and shrubs which are planted. The number by species of plants replaced, an overview of the revegetation and exotic plant control efforts, and the method used to assess these parameters shall also be included. Photos from designated photo stations shall be included.

4.2 Project report: A report shall submitted to the Department by February 1st, which lists all the expected projects for that calendar year, along with the project description and biological assessment for each location.

CONTACT INFORMATION

Any communication that Permittee or DFG 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 DFG specifies by written notice to the other.

To Permittee:

Cathleen M. Fisher
County of Santa Barbara Agricultural Commissioner's Office
263 Camino del Remedio
Santa Barbara, CA 93110
dchang@co.santa-barbara.ca.us

cc:

To DFG:

Department of Fish and Game
South Coast Region
3838 Ruffin Road
San Diego, CA 92123
Attn: Lake and Streambed Alteration Program

Natasha Lohmus
Notification #1600-2010-0249-R5
805-684-6281
nlohmus@dfg.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the 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 the Agreement authorizes.

This Agreement does not constitute DFG'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

DFG may suspend or revoke in its entirety the 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 the Agreement.

Before DFG suspends or revokes the 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 DFG suspends or revokes the 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 DFG to issue the notice.

ENFORCEMENT

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

AMENDMENT

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

EXTENSIONS

In accordance with FGC Section 1605(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 submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal.

Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(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 DFG's signature, which shall be: 1) after Permittee's signature; 2) after DFG 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.dfg.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall expire on 12/1/2015 unless it is terminated or extended before then. All provisions in the 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 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 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 DFG in accordance with FGC Section 1602.

CONCURRENCE

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

Cathleen M. Fisher
Agricultural Commissioner

Date

FOR DEPARTMENT OF FISH AND GAME

Leslie S. MacNair
Environmental Project Manager

Date

Prepared by: Natasha Lohmus
Environmental Scientist