

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 1 - NORTHERN
601 LOCUST STREET
REDDING, CA 96001



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2018-0710-R1
SHASTA RIVER

MR. EDWARD J. STANTON
MONTAGUE-GRANADA WEIR MODIFICATION

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Shasta Valley Resource Conservation District. (Permittee), represented by Mr. Edward J. Stanton.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on November 19, 2018 that Permittee intends to complete the project described herein.

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

WHEREAS, 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 at the Montague-Granada Road crossing of the Shasta River, a tributary to Klamath River in the County of Siskiyou, State of California; 96027; Assessor's Parcel Numbers (APNs): APN 013-420-200, APN 013-420-330, APN 013-420-250 [Exhibit 1].

PROJECT DESCRIPTION

The project is limited to modification of the existing Montague-Granada measurement weir on the Shasta River to provide unimpaired salmonid passage throughout all life stages, as depicted in final plans prepared by Cascades Stream Solutions dated June 21, 2019 and as accepted by CDFW Engineering in an email dated May 31, 2019. All construction and implementation work for this project will occur from June 15 through October 15 with potential extension to November 15 if no significant rain is forecast.

Equipment may include excavators, backhoes, cement saws and machinery and tools for pouring concrete, dump trucks, pick-ups, and equipment carriers or lowboys. Access to the site will be from Montague-Grenada Road.

The instream work area will be isolated from the Shasta River by constructing coffer dams or other barriers at the upstream and downstream ends of the project. Flows will be conveyed around the work area by channeling it to the south side of the Shasta River. Minimal equipment will be in the Shasta River as much of the work can be done from the right bank. Water within the work area will be pumped onto the adjacent floodplain/terrace and allowed to infiltrate away from the stream. The instream work period is expected to be 7 days or less.

Vegetation (existing tules, alder snags, and other vegetation) will be removed along the north bank above and below the existing weir and measurement facilities. One to two excavators/backhoes will be used to clear instream and bank vegetation from the work area, and dump trucks will be used to haul off excavated material to an approved offsite disposal location. Some bank excavation will also occur.

The modified weir will span the channel in the same location as the current weir and will be approximately the same width (59.5 feet), with a new wider and lower (approximately 30 feet wide) low-flow notch north of the current notch. A section of the existing weir will be cut and removed to an approved offsite disposal location. Forms will be installed, and concrete will be poured for the modified weir notch. The depth of the low-flow notch will be increased, and removable stanchion supports will be installed to allow for an improved pool at the downstream toe for adult salmonid migration. The existing apron will be modified to improve fish passage for juveniles by lowering and removing a section to prevent the apron's barrier; low flows often break across it at a zero depth to provide continuous passage without a jump. A 24-foot wide instream concrete fishway with tilt-up stanchions for flashboards will be constructed. The existing low-flow sill will be raised to match the weir sill elevation. The work area will be re-watered following curing of the concrete, and measurement equipment will be reinstalled and calibrated.

The project footprint is limited to a total project area of approximately one acre and 800 linear feet on the Shasta River.

Permittee will manage flashboards for an interim period until another party is identified to perform this task. Vegetation and sediment maintenance will be performed by the Scott Valley and Shasta Valley Watermaster District.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect within and downstream of the project area without implementation of the conditions contained within this Agreement include: Chinook salmon (*Oncorhynchus tshawytscha*), coho

salmon (*O. kisutch*), steelhead trout (*O. mykiss*), other game and non-game fishes, western pond turtle (*Actinemys marmorata*), frogs, other amphibians and reptiles, aquatic invertebrates, mammals, birds, and aquatic and riparian plants.

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

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

- stranding of fish or hindering fish passage;
- entrapment in isolated pools due to loss of water surface elevation downstream;
- change in flow depth, width or velocity;
- change in stream flow from diversion of flow away from activity site or around activity site;
- dewatering;
- habitat fragmentation;
- permanent or temporary loss of natural bed or bank;
- permanent or temporary relocation of stream channel;
- change in contour of bed, bank, or channel;
- change in gradient of bed, bank, or channel;
- channel profile change of confinement and/or widening;
- channel degradation or aggradation;
- soil compaction or other disturbance;
- colonization by exotic plant species;
- permanent loss of bank swallow nesting habitat
- temporary disruption to aquatic species, nesting birds and other wildlife; and
- temporary disturbance from project activity.

Impacts to water quality:

- change in dissolved oxygen or temperature due to dewatering;
- restriction or increase in sediment transport;
- short-term release of contaminants (e.g. incidental from construction); and
- temporary or chronic and stochastic increase in turbidity and sedimentation causing respiratory problems in aquatic species due to suspended sediment and the smothering and/or shading of egg masses, submerged aquatic vegetation, and benthic communities due to settled sediment.

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 to verify compliance with the Agreement, provided CDFW: a) provides 24 hours advance notice; and b) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW law enforcement personnel, who may enter the property in accordance with their authority.
- 1.5 Permittee's Notification. Notification of Lake or Streambed Alteration, together with all maps, plans, photographs, drawings, and all other supporting documents submitted with the notification to describe the activity is hereby incorporated by reference into this 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.

Work Period

- 2.1 Work Period. All instream work shall be confined to the period commencing June 15 and ending October 15.
- 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 by the CDFW representative who reviewed the project, or if unavailable, through contact with the Regional office at 530-225-2300. 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) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the

current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, and limited access due to saturated soil conditions. Work period variances are issued at the discretion of the CDFW. CDFW will review the written request to work outside of the established work period. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW will have ten (10) calendar days to review the proposed work period variance.

- 2.3 Weather conditions. If work is performed outside of the above referenced work window under a work period modification, the Permittee shall do all of the following: 1) Stage erosion and sediment control materials at the work site; and 2) Cease work and implement erosion control measures when there is a forecast of more than 30% chance of rain, or at the onset of any precipitation. Monitoring of the 72-hour forecast from the National Weather Service is recommended.
- 2.4 Work Area Boundary. This Agreement is valid only for the work area depicted in Exhibit 1, as described above.

Diversion/Dewatering

- 2.5 Dewatering Plan. Permittee shall provide a draft dewatering plan to CDFW review and written concurrence. Dewatering activities shall be implemented in accordance, and otherwise consistent with the most current edition of the CDFW's California Salmonid Stream Habitat Restoration Manual. The most current edition of the manual is available at <http://www.dfg.ca.gov/fish/resources/habitatmanual.asp>.
- 2.6 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the dam pursuant to Fish and Game Code §5937.
- 2.7 Fish Passage During Dewatering. Permittee shall incorporate fish passage considerations into any temporary barrier with the potential to obstruct fish passage. Fish passage shall be provided as directed by the Department.
- 2.8 Stranded Aquatic Life. The Permittee shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to lawfully capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This measure does not allow for the take or disturbance of any State or federally listed species.

- 2.9 Isolating Equipment. Any equipment work within the stream channel shall be performed in isolation from the flowing stream.
- 2.10 Berms. Diversion berms shall be constructed of onsite bedload of low silt content, inflatable dams, sand bags, or other materials approved by CDFW. Barriers shall not be made of earth or other substances subject to erosion unless first enclosed by sheet piling, rock riprap, or other protective material. The enclosure and the supportive material shall be removed from the work site when the work is completed. Clean bedload may be left in the stream, but the barrier must be breached to return the stream flow to its natural channel and to provide fish passage.
- 2.11 Flow Barrier Construction. Construction of the flow barrier shall begin in the downstream area and continue in an upstream direction, and the flow shall be diverted only when construction of the diversion is completed. Water diverted around the work site shall re-enter the channel below the annual high-water mark. Channel bank or barrier construction shall be adequate to prevent seepage into or from the work area. Removal of the flow barrier shall also proceed from downstream in an upstream direction.
- 2.12 Bypass Velocities. When bypassing stream flow around work area, stream flow below the construction site shall be maintained similar to the unimpeded flow at all times. Permittee shall design all diversion channels to maintain velocities at levels acceptable to fish species.
- 2.13 Sediment Capture. Measures shall be taken to capture suspended sediment. Silt catchment fences shall be installed or a filter berm of clean river bedload shall be constructed. Silt fences and other non-native materials shall be removed from the stream following completion of the project. Berms constructed out of native bedload may be left in place after breaching, provided they do not impede the stream flow or fish passage.
- 2.14 Deleterious Discharge. Dewatering shall be done in a manner that prevents the discharge of material that could be deleterious to fish, plant life, or bird life into any river, stream or lake and maintains adequate flows to downstream reaches during all times natural flow would have supported aquatic life. Such flows shall be of sufficient quality and quantity to support fish and other aquatic life above and below the diversion. Normal flows shall be restored to the affected stream immediately upon completion of work at that location.
- 2.15 Minimize Disturbance. Dewatering activities shall be conducted in such a manner so as to minimize downstream sedimentation and turbidity, and to minimize channel disturbance to allow flows to clear.
- 2.16 Gradual Reduction. A gradual reduction in dewatering should occur to allow fish to move out of the project site.

2.17 Pumping of Work Area. The work area shall be periodically pumped dry of seepage, if necessary. Pumps shall be placed in flat areas, away from the stream channel. Pumps shall be secured by tying off to a tree or staked in place to prevent movement by vibration. The intake pipe either by pump or gravity flow, shall be fitted with a fish screen meeting CDFW and NMFS criteria to prevent entrainment or impingement of small fish. Pump intakes shall be periodically checked for impingement of fish or amphibians, and shall be relocated to suitable habitat outside the work area.

2.18 Disposal of Pumped Water. Any turbid water pumped from the work site itself to maintain it in a dewatered state shall be disposed of in an upland location where it will not drain directly into any stream channel.

Nesting Birds, Fish Protection/Passage, and Special Status Species Observations

2.19 Bird Nests. Permittee, any employees, or agents shall not destroy or disturb any active bird nest or any raptor nest.

2.20 Minimize Salmonid Harm and Mortality. The following measures shall be taken to minimize harm and mortality to salmonids resulting from fish relocation and dewatering activities: 1) dewatering activities shall only occur between June 15 and October 15 of each year, or when stream conditions are otherwise too hostile to support salmonids; and 2) The length of the dewatered stream channel and the duration of the dewatering shall be kept to a minimum.

2.21 Fish Passage at Weir. In accordance with California Fish and Game Code section 5901, the weir facilities shall be constructed and maintained to allow unimpaired passage of fish up and down stream. Any device or contrivance that prevents, impedes, or tends to prevent or impede the passing of fish upstream or downstream shall be remediated as soon as possible.

2.22 Special Status Species Observations. If Permittee observes a California Species of Special Concern not discussed in this Agreement, Permittee shall consult with CDFW.

Turbidity and Siltation

2.23 Minimize Turbidity and Siltation. Permittee shall take precautions to minimize turbidity/siltation during construction and post-construction periods. Precautions shall include but are not limited to: pre-construction planning to identify site specific turbidity and siltation minimization measures and best management erosion control practices; 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.

Excavation, Fill, and Stabilization

- 2.24 Vegetation Removal. Disturbance or removal of vegetation shall be kept to the minimum necessary to complete project related activities.
- 2.25 Fill Materials. Rock, gravel, and/or other materials shall not be imported to, taken from or moved within the bed or banks of the stream except as otherwise addressed in this Agreement. Fill construction materials other than on site alluvium, shall consist of clean silt-free gravel or river rock or boulders.
- 2.26 Bank Stabilization Materials. Permittee shall construct bank stabilization with suitable non-erodible materials that will withstand wash out. The bank stabilization material shall extend above the normal high-water mark. Only clean material such as, logs and rock boulders that are free of trash, debris and deleterious material shall be used as bank stabilization. Asphalt shall not be considered an acceptable material.
- 2.27 Hazardous Substances. Raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, resulting from Project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter the stream by Permittee or any party working under contract, or with the permission of Permittee, shall be removed immediately.
- 2.28 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the water or cover aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.
- 2.29 Location of Spoil Sites. Spoil sites shall not be located within Shasta River or locations that may be subjected to high storm flows, where spoil may be washed back into the Shasta River, or where it may impact streambed habitat, aquatic or riparian vegetation.

Avoid/Minimize Effects of Equipment

- 2.30 Equipment in Stream. Vehicles shall not be driven, or equipment operated, in water covered portions of a stream, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement to complete authorized work.
- 2.31 Structures/Materials Placed in Stream. The placement of any structure or materials in Shasta River not included in the original project description shall be coordinated with CDFW. Coordination may include the negotiation of additional measures, or an amendment to this Agreement.

- 2.32 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated within or adjacent to Shasta River shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.33 Equipment Separation. Staging, storage, and re-fueling areas for machinery, equipment, and materials shall be located outside of the stream a minimum distance of 150 feet from the channel.
- 2.34 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to Shasta River shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.35 Spill Emergencies. All activities performed in or near a stream shall have absorbent materials designated for spill containment and cleanup activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the cleanup activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

Erosion and Sediment Control

- 2.36 Water Quality. The project shall at all times feature adequate erosion and sediment control devices to prevent the degradation of water quality.
- 2.37 Prevent Discharge. The Permittee shall prevent the discharge of sediment, and/or muddy, turbid, or silt-laden waters, resulting from the project, into the stream channel. Where necessary to prevent such discharge, the Permittee shall properly install and maintain sediment barriers (including but not limited to filter fabric fencing, fiber mats, rice straw or fiber wattles or rolls) capable of preventing downstream sedimentation/turbidity. Said devices shall be cleaned of all trapped sediment as necessary to maintain proper function. Recovered sediment shall be disposed of where it shall not return to the waters of the State. Said devices shall be completely removed from the channel, along with all temporary fills, upon completion of operations.
- 2.38 Mulching And Seeding. Soils adjacent to the stream channel that have been exposed by project operations shall be mulched to prevent sediment runoff and transport. Mulches shall be applied so that not less than 90% of the disturbed areas are covered. All mulches shall be applied in a layer not less than two inches deep. All exposed soils and fills outside of the channel shall be reseeded with a mix of native grasses common to the area, free from seeds of noxious or invasive weed species, and applied at a rate which will ensure establishment.

- 2.39 Stabilize Soils. Soils adjacent to the stream channel that are exposed by project operations shall be adequately stabilized when rainfall is reasonably expected during construction, and immediately upon completion of construction, to prevent the mobilization of such sediment into the stream channels or adjacent wetlands. National Weather Service forecasts shall be monitored by the Permittee to determine the chance of precipitation.

Cleanup and Completion of Operations

- 2.40 Clean-up. Upon completion of operations and/or onset of wet weather, Permittee shall remove all construction material and/or debris from the stream channel to an area not subject to inundation.
- 2.41 Removal of Excess Spoils. The Permittee shall remove all excess spoils from the work area and shall dispose of them in a legal manner which prevents them from re-entering "waters of the State", and in such a manner so that they do not negatively affect aquatic species and/or other sensitive native habitat communities.

Operations, Maintenance, and Reporting

- 2.42 Operations and Maintenance Plan. Permittee shall work with Montague-Granada Weir agency partners to develop an operations and maintenance plan for the modified facility after it is constructed. The draft plan shall include roles and responsibilities for providing unimpaired fish passage over the life of the facility, including flashboard and stanchion management, vegetation/debris removal, and repairs. The draft operations and maintenance plan shall be provided to CDFW for review within six months of executing this Agreement. CDFW will review and provide comments on the operations and maintenance plan within 30 days of receipt, and CDFW will not unreasonably withhold approval longer than 60 days.
- 2.43 Flashboard Management. Until an operations and maintenance plan has been approved and implemented, or flashboard management has been taken over by another party, Permittee shall monitor and manage flashboards to provide unimpeded fish passage at the modified facility after it is constructed. Permittee shall begin to monitor the need for flashboards when flow drops below 75 cfs in the spring of each year. Permittee shall install the flashboards when the drop over the measuring weir is observed to be approximately 0.9 feet. This condition is anticipated to occur when flows are approximately 40 cfs. The flashboards shall be removed when the difference in the water surface elevation between upstream of the measuring weir and downstream of the flashboards is less than 0.75 feet. This is likely to occur during an extended warm weather period in the early summer when aquatic vegetation growth has begun to create backwater effects. If no other party has agreed to take over flashboard management within two years after this Agreement is executed, Permittee may request to meet and confer with CDFW to review the performance of the weir and to explore alternative management strategies.

2.44 Notification of Start and End of Construction. Permittee shall notify the CDFW representative listed below: 1) at least five days prior to commencement of project construction work; and 2) no longer than five days after completion of project construction work. All notifications shall be in writing.

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.

Permittee:

Mr. Edward J Stanton
Shasta Valley Resource
Conservation District
215 Executive Ct. Suite A
Yreka, CA 96097
Phone: (530) 572-3120
Email: estanton@svrccd.org

CDFW:

Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Attn: Aquatic Conservation Planning
Program – Brad Henderson
Notification #1600-2018-0710-R1
Email: brad.henderson@wildlife.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 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 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 CDFW 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 CDFW 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 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 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

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 submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective,

unless the transfer or assignment is requested by 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 submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), 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 CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If 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 (FGC section 1605(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 FGC section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

TERM

This Agreement shall expire on five (5) years from date it is fully executed, 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 CDFW in accordance with FGC section 1602.

CONCURRENCE

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

FOR SHASTA VALLEY RCD



Edward J. Stanton

17 July 2019

Date

FOR DEPARTMENT OF FISH AND WILDLIFE



Brad Henderson

Aquatic Habitat Conservation Supervisor

7/17/19

Date

Prepared by: Brad Henderson