

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CA, 92123



STREAMBED ALTERATION AGREEMENT
EPIMS-LAN-19740-R5
El Dorado Duck Pond, Tributary to San Gabriel River

CITY OF LONG BEACH
EL DORADO DUCK POND RESTORATION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Long Beach (Permittee) as represented by Nancy Villasenor.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 27, 2021 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 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 El Dorado Duck Pond Restoration Project (Project) is located in the City of Long Beach, Los Angeles County. The Project is located at El Dorado Park at 2520 N. Studebaker Road, Long Beach, California. The Project site lies within the Los Alamitos U.S. Geological Survey 7.5-minute quadrangle at latitude 33.800606 N and longitude 118.097438 W; Township 4 South, Range 12 West, Section 25. A map of the Project site is included as Exhibit A.

PROJECT DESCRIPTION

The overall Project includes the restoration of the El Dorado Duck Pond. To accomplish this, the pond will be dewatered into the sewer and irrigation system prior to removing approximately 7,000 cubic yards of built-up sediment and debris. A dewatering plan is included as Exhibit B. The Project area will be completely fenced off, and the north and southeast area will be sandbagged to reduce runoff. Once this is done and the pond has been dewatered, sediment and debris will be removed from the pond. All sediment

will be stockpiled temporarily within El Dorado Park at the northern, eastern, and western sections of the Project site to dry out. Once the stockpiles have been dewatered, they will be transported off site for disposal.

Other construction activities include removing the pond liner and bringing the pond to grade, replacing the concrete shoreline, grading/trenching for pipeline work, modifying an existing island within the pond, creating a forebay, creating a detention feature for water quality treatment, and installing seven wetland planters around the edge of the pond. Construction plans are included as Exhibit C.

Habitat Island: An approximately 0.05-acre island is located within the pond. This island contains California fan palms, date palms, Mexican fan palms, and other assorted vegetation. This island is currently a known rookery for snowy egret and black-crowned night heron. The California fan palms will be protected in place; however, the rest of the island will be impacted. The shoreline will be reconstructed, and the island will be contoured to match the existing grade. Also, the soil will be amended, and an existing underwater cage will be removed. Invasive species will be removed from the island. In their place, the newly recontoured shoreline will be planted with an herbaceous seed mix, and the island itself will be planted with a wetland species seed mix. The habitat island is identified as Zone A in Exhibit D.

Forebay: A new forebay will be constructed on the northwestern side of the pond. This area will be approximately 0.158 acres in size and will be built in an upland area. The forebay will connect to the pond and will be vegetated with aquatic and semi-aquatic species. The forebay is identified as Zone B in Exhibit D.

Wetland Detention Feature: A new treatment wetland detention feature will be constructed in the northeastern end of the pond. This feature will be built in an upland area; however, it will connect to the pond. This feature will be approximately 0.1 acres in size and is identified as Zone C in Exhibit D.

Concrete Shoreline and Sidewalk: The concrete shoreline over time has cracked and degraded. This shoreline will be removed and replaced. In addition, the concrete sidewalk surrounding and leading up to the pond will also be removed and replaced. A walkway buffer that is approximately 0.63 acres in size will be established and will serve as a buffer between the pond and the surrounding pathways. This buffer is identified as Zone D in Exhibit D.

Wetland Planters: Seven wetland planters will be planted around the periphery of the pond. The purpose of these planters is to act as a buffer between the pond and the sidewalk and to provide additional future habitat. They will total approximately 0.38 acres all together and are identified as Zone E in Exhibit D.

Project Equipment to be Utilized: To facilitate this Project, standard construction equipment will be used. This includes water trucks, excavators, front loaders, skid steer loaders, backhoe loaders, dump trucks, and trenchers.

Construction is set to begin in September 2022 and will take approximately 15 months to conclude. Project-related activities will cease in January 2024.

This Agreement does not authorize any maintenance activities within the Project site. A separate Lake or Streambed Alteration Agreement may be required to address the necessary maintenance.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

Birds: Canada goose (*Branta canadensis*), American wigeon (*Mareca americana*), mallard (*Anas platyrhynchos*), ruddy duck (*Oxyura jamaicensis*), mourning dove (*Zenaidura macroura*), American coot (*Fulica americana*), ring-billed gull (*Larus delawarensis*), Caspian tern (*Hydroprogne caspia*), double-crested cormorant (*Phalacrocorax auritus*), great blue heron (*Ardea herodias*), snowy egret (*Egretta thula*), black-crowned night heron (*Nycticorax nycticorax*), red-shouldered hawk (*Buteo lineatus*), Nuttall's woodpecker (*Dryobates nuttallii*), American crow (*Corvus brachyrhynchos*), tree swallow (*Tachycineta bicolor*), cliff swallow (*Petrochelidon pyrrhonota*), barn swallow (*Hirundo rustica*), bushtit (*Psaltriparus minimus*), great-tailed grackle (*Quiscalus mexicanus*), Townsend's warbler (*Setophaga townsendi*);

Mammals: eastern fox squirrel (*Sciurus niger*), California ground squirrel (*Otospermophilus beecheyi*), desert cottontail (*Sylvilagus audubonii*), common raccoon (*Procyon lotor*), striped skunk (*Mephitis mephitis*);

Plants: yerba mansa (*Anemopsis californica*), rattlesnake weed (*Euphorbia albomarginata*), ash (*Fraxinus sp.*), willow weed (*Polygonum lapathifolium*), California fan palm (*Washingtonia filifera*);

Reptiles: southern alligator lizard (*Elgaria multicarinata*), western fence lizard (*Sceloporus occidentalis*);

And all other riparian/wetland vegetation which provides habitat for these species and all other aquatic and wildlife resources in the Project vicinity.

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; change in contour of bed, channel, or bank; soil compaction or other disturbance to soil layer; change in composition of bed materials (large woody debris or substrate particle size); change in sediment transport; short-term release of contaminants (e.g., incidental from construction); long-term release of contaminants (e.g., concrete); colonization by exotic plant or animal species; change to, loss, or decline of natural bed substrate; direct take of fish and other aquatic species; direct impacts from dredging on benthic organisms; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; disturbance from Project activity; loss or impediment of terrestrial animal species travel routes due to temporary structures (e.g., survey tape, sandbags, erosion

protection materials); dewatering; rewatering; entrapment in isolated pools due to loss of water surface elevation; and direct take of aquatic species from pumps.

Permanent Impacts:

Project-related activities shall result in no more than 0.05 acres of permanent impacts to the watercourse on site. The habitat impacted by this Project consist of California fan palm providing suitable habitat for a rookery for snowy egret and black-crowned night heron. Permanent impacts are a result of invasive species removal, removal of an existing underwater cage, recontouring the shoreline, amending the soil and filling to match existing grade, and planting the island with an herbaceous seed mix and wetland species mix.

Temporary Impacts:

Project-related activities shall result in no more than 3.99 acres of temporary impacts to the watercourse on site. The habitat impacted by this Project consist of 0.03 acres of ornamental *Philodendron sp.* and 3.96 acres of unvegetated open water. Temporary impacts are a result of dewatering activities, excavation of sediment, removal of invasive species, landscaping, grading, trenching, paving and concrete work, and other improvements to the El Dorado Duck Pond.

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 **Notification Requirements.** CDFW requires that the Permittee: a) immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified; and, b) immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.
- 1.6 **Compliance.** CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts.
- 1.7 **Agreed Work Activities.** The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities not specifically agreed to and resolved by this Agreement shall be subject to a separate notification.

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.

Definitions

- 2.1 **Qualified Biologist Definition.** A Qualified Biologist is an individual who is approved by CDFW to handle the mammals, plants, and reptiles identified above as well as all non-native species and invasive species present at the Project site.
- 2.2 **Listed Species Definition.** A listed species means a candidate, threatened, or endangered species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.).
- 2.3 **Fully Protected Species Definition.** Fully protected species are those specifically identified in Fish and Game Code sections 3511, 4700, 5050, and 5515.

Species Protection

- 2.4 **Does Not Authorize Take of State-listed Species.** This Agreement does not authorize take of any candidate, threatened, or endangered or candidate species under the California Endangered Species Act (CESA) (Fish & G. Code, § 2050 et seq.), or any species fully protected under the Fish and Game Code. "Take" means

“to hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill.” (Fish & G. Code, § 86.). If there is potential for take of any CESA-protected or fully protected species, Permittee shall consult with CDFW.

- 2.5 Other Laws and Permits. This Agreement does not relieve Permittee from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project the Agreement covers.
- 2.6 Incidental Take Permit. An Incidental Take Permit (ITP) from CDFW may be required if the project, project construction, or any project-related activity during the life of the project will result in “take,” as defined by the Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee should request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service would be required to receive take authority for federal threatened and endangered species.
- 2.7 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all project personnel entering the project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. 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 wallet-sized cards or a fact sheet for workers to carry on-site that contains this information and pertinent project contacts. 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 be available to CDFW upon request.
- 2.8 Qualified Biologist. Permittee shall obtain CDFW’s written approval to qualify a biologist at least thirty (30) days before initiating any project activities. Permittee shall submit to CDFW in writing, the name, qualifications, business address, and contact information for any biologist to conduct work under this Agreement. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site, and they shall have experience identifying, capturing, handling, and relocating the wildlife species. The Qualified Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this agreement.
- 2.9 On-site Biologist with Stop Work Authorization. Permittee shall have a Qualified Biologist on site to ensure all avoidance and minimization measures this

Agreement requires are implemented. The Qualified Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The biologist shall be authorized to stop any project activities if necessary to protect fish and wildlife resources. If Permittee encounters a listed or fully protected species during a project activity that could be harmed, Permittee shall suspend work and consult with CDFW.

- 2.10 Terrestrial Wildlife Species. To avoid impact to any non-listed terrestrial wildlife species, a Qualified Biologist shall inspect the project area prior to any project activities. Any individuals found shall not be harassed and shall be allowed to leave the project area unharmed. If needed, a Qualified Biologist may guide, handle, or capture an individual non-listed wildlife species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project site of its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs and snake hook. If the wildlife species is discovered or is caught in any pits, ditches, or other types of excavations, the Qualified Biologist shall release it into the most suitable habitat nearby the site of capture.
- 2.11 Check for Wildlife in Pipes/Construction Materials. Permittee shall visually inspect all sections of pipe/construction materials for the presence of wildlife sheltering within them prior to the pipe sections being placed in the trench and attached together or shall have the ends capped while stored on site to prevent wildlife from entering. After attaching the pipe sections to one another, whether in the trench or not, the exposed end(s) of the pipeline shall be capped at the end of each day during construction to prevent wildlife from entering and being trapped in the pipeline.
- 2.12 Escape Ramp in Trench. At the end of each workday, an escape ramp shall be placed at each end of any open excavation to allow wildlife that may become trapped to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than thirty (30) degrees.
- 2.13 Daily Clearance Survey. Before the start of daily project activities, the Qualified Biologist or construction monitor should survey the project area to ensure wildlife incidentally trapped due to project activities are allowed to escape.
- 2.14 Relocation of Stranded Wildlife. If found within the project site, the Qualified Biologist shall capture and move all species authorized by this agreement immediately. Measures shall be taken to avoid harm and mortality resulting from relocation activities.
- 2.15 Wildlife Records. A record shall be maintained of all wildlife. 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.

- 2.16 Injured Wildlife. Subject to CDFW's pre-approval, the Qualified Biologist shall also make arrangements with a CDFW-qualified wildlife rescue and rehabilitation facility to temporarily hold sick or injured wildlife encountered at the project site, in accordance with California Code of Regulations, title 14, section 679. The injured wildlife shall be returned to the project site when deemed releasable, but only after project activities have been completed. Healthy wildlife shall not be removed from the wild or held in captivity.
- 2.17 Report Mortalities and Serious Injuries Immediately. If any native aquatic species are found dead or injured during fish relocation activities or other construction-related actions, the Qualified Biologist shall contact CDFW within two hours and shall provide written notification to CDFW by writing within 24 hours. The purpose of the contact with CDFW is to review the activities resulting in mortality and to determine if additional protective measures are required.
- 2.18 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 (CNDDDB) Online Field Survey Form electronically at <https://www.wildlife.ca.gov/data/CNDDDB/submitting-data> within five (5) days of the sightings, and provide a copy of "receipt" of the submission or the form, survey map and/or report to the CDFW's Regional office as instructed in Contact Information section below.
- 2.19 Pre-Work General Biological Surveys. Permittee shall have the Qualified Biologist conduct two (2) pre-Project surveys within and adjacent to the proposed work area within a one-week period prior to the start of Project-related activities. This survey shall be performed annually before the start of Project-related activities for the season. Pre-Project surveys shall include: a) general surveys for botanical and wildlife resources; b) the identification of any active burrows and/or woodrat nests (if active, they should be recorded, monitored for species observations, and mapped); c) work areas with flowing or standing water shall be visually surveyed for any aquatic species that may be impacted by Project activities; and, d) surveys of culvert and bridge areas to determine if these structures are being used for nesting, roosting, or habitat refugia. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review no later than 48 hours prior to the start of Project activities. If any special status species are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately. If a lapse in Project-related work of five (5) days or longer occurs, another survey and consultation with CDFW shall be required before Project work can be reinitiated.

Birds

2.20 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

2.21 Nesting Birds. Permittee should, if feasible, not remove or otherwise disturb vegetation or conduct any other Project-related activities on the Project site from February 1 to September 15 to avoid impacts to breeding/nesting birds. If the nesting season cannot be avoided and construction or vegetation removal occurs between February 1 to September 15 (January 1 to July 31 for raptors), then Permittee shall make every effort to clear vegetation before February 1 (January 1 for raptors) and shall implement one of the following measures to avoid and minimize impacts to nesting birds.

2.21.1 The Qualified Biologist shall survey for breeding/nesting habitat within and adjacent to the Project site for breeding/nesting birds. A minimum of two (2) breeding/nesting bird surveys shall be conducted during a one (1)-week period with the last survey being conducted no more than 72 hours prior to initiation or continuation of Project activities within CDFW jurisdiction. Species that have established protocol survey guidelines shall be conducted using the most current protocol survey guidelines in the appropriate season prior to construction. The Qualified Biologist shall conduct surveys for all Species of Concern and Special-Status Species likely to be found in the area or using the area to forage during the proposed Project activities. The Qualified Biologist shall provide CDFW field notes or other documentation within 24 hours of completing the surveys. The report shall include how impacts to any nesting birds will be avoided. The Qualified Biologist shall implement a default 300-foot minimum avoidance buffer for all common passerine birds and 500-foot minimum avoidance buffer for all special status passerine and raptor species. The breeding habitat/nest site shall be fenced and/or flagged in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be

impacted by the Project. Observations of breeding/nesting threatened or endangered bird species during surveys shall be reported immediately to CDFW. If a lapse in Project-related work of five (5) days or longer occurs, another survey and consultation with CDFW shall be required before Project work can be reinitiated.

2.21.2 The Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

2.22 Take of Bird Nests. Permittee shall not take or destroy nests (or eggs) of birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513.

Fish

2.23 Fish Species. To avoid impact to any non-listed fish species, a written Fish Relocation Plan must be submitted to CDFW for approval at least sixty (60) days prior to the start of any dewatering or water diversion activity and a copy of the approved plan must be available on-site. The plan shall be prepared and implemented by a Qualified Biologist. The Permittee shall ensure that any other necessary permits are acquired prior to fish relocation activity. The Fish Relocation Plan shall address the monitoring of the fish to be relocated during the water diversion or dewatering process. A post relocation report shall be provided that includes, at a minimum, the date and time of capture and relocation, the method of capture, map of locations in relation to the project site, and the number and species of fish captured and relocated. The report shall be provided to CDFW within fourteen (14) days of completing each fish relocation activity.

2.24 Aquatic Species Surveys. If work or dust abatement activities are proposed within a watercourse, then a Qualified Biologist who is knowledgeable in the identification of listed fish and amphibian species shall survey the project area prior to initiating operations within or immediately adjacent to the watercourse. If a listed species or evidence of their presence are found, Permittee shall suspend work and consult with CDFW.

2.25 Stranded Aquatic Wildlife. The Qualified Biologist shall check daily for stranded aquatic life as the water level in the dewatering area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, bucket, and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any listed species.

2.26 Electrofishing Restrictions. No electrofishing shall occur as a method of relocation unless authorized in writing by CDFW staff.

- 2.27 Relocated Aquatic Wildlife Records. A record shall be maintained of all relocated reptiles, fish, and amphibians. The record shall include the date of capture and relocation, the method of capture, the location of the relocation site in relation to the project site, and the number and species of reptiles, fish and amphibians captured and relocated. The record shall be provided to CDFW within two weeks of the completion of the work season or project activities, whichever comes first.
- 2.28 Release Locations Criteria. Prior to capturing reptiles, fish, and amphibians, the most appropriate release location(s) shall be determined, using the following criteria: water temperature shall be similar as the capture location; there shall be ample habitat for the captured reptile, fish, or amphibian; relocation areas shall be in proximity to the capture site, contain suitable habitat, not be affected by project activities, and be free of exotic predatory species (i.e., bullfrogs, signal crayfish) to the best of the Qualified Biologist's knowledge. In the rare case that amphibian egg masses are found after July 1, the Qualified Biologist shall make every attempt to wait until the egg masses hatch to transport them. There shall be a low likelihood for the reptiles, fish, or amphibians to reenter the work site or become impinged on exclusion net or screen.
- 2.29 Wet Hands and Nets. Handling of reptiles, fish, and amphibians within the project site shall be minimized. However, when handling is necessary, the Qualified Biologist shall always wet hands (i.e., free of lotions, creams, sunscreen, oils, ointment, insect repellent or any other harmful materials) or nets prior to touching fish and amphibians.
- 2.30 Proper Holding Technique. Holding containers shall be sized such that adult animals will fit without touching the sides. The Qualified Biologist shall temporarily hold fish and amphibians in cool, shaded, aerated water in a flow-through live car. The Qualified Biologist shall protect fish and amphibians from jostling and noise and shall not remove fish from this container until time of release.
- 2.31 Water Temperatures and Water Changes. The Qualified Biologist shall measure air and water temperatures periodically. A thermometer shall be placed in holding containers and, if necessary, periodically conduct partial water changes to maintain a stable water temperature consist with pre-project habitat conditions.
- 2.32 No Overcrowding. Overcrowding in containers shall be avoided by having at least two containers and segregating finned fish and amphibians from larger age-classes to avoid predation. Larger amphibians shall be placed in the container with larger fish or placed in a separate container with similar sized individuals. If fish are abundant, the capturing of fish and amphibians shall cease periodically, and the captured fish and amphibians shall be released at predetermined locations before resuming capture to avoid being held for too long.
- 2.33 Timing of Initial Fish Relocation. If feasible, the Qualified Biologist shall perform initial fish and amphibian relocation efforts several days prior to the start of

construction. This provides the Qualified Biologist an opportunity to return to the work area and perform additional relocation efforts immediately prior to construction.

- 2.34 Mortality or Serious Injury of Reptiles, Fish, and Amphibians. If mortality or serious injury (i.e., compromising survival in the wild) during relocation exceeds more than a total of three reptiles/fish/amphibians, capturing efforts shall be stopped and Permittee shall immediately consult with CDFW and other appropriate agencies.
- 2.35 Relocate Reptiles, Fish and Amphibians during Cool Temperatures. The Qualified Biologist shall conduct relocation activities in the morning when the temperatures are cooler.
- 2.36 Seining Restrictions. Seine mesh shall be properly sized to ensure fish are not gilled during capture. There shall be a minimum number of three passes with the seine to ensure a maximum capture probability of fish within the proposed area to be dewatered.

Vegetation Protection

- 2.37 Woody Perennial Vegetation Avoidance. No living native vegetation within the bed, bank, or channel of the stream with a diameter measured at breast height (DBH) in excess of three (3) inches shall be removed or damaged without prior consultation and approval from CDFW.
- 2.38 Trees Not Designated for Removal. Permittee shall immediately notify CDFW if any trees not designated for removal within CDFW jurisdictional areas are damaged during construction operations. During tree and vegetation removal, the Qualified Biologist shall be present to monitor and make sure that no removal of native plants will occur. If the extent of damage to a tree is questionable, the Permittee shall consult with CDFW prior to impacts. Designated trees for removal are limited to the ornamental, non-native trees (Mexican fan palm and date palm) found on the habitat island within the pond.
- 2.39 Demarcate Work Area Boundary. Permittee or Qualified Biologist shall demarcate the outer perimeter of the work area to prevent damage to adjacent habitat/vegetation and to provide visual orientation to the work limits. Method of demarcation may vary but shall be in place during all periods of operation. All persons employed or otherwise working on the Project site shall be instructed about the restrictions that the marking represents.

Habitat Protection

- 2.40 Weather Limitations. Permittee's activities within the stream shall be restricted to periods of low rainfall (less than $\frac{1}{4}$ inch per 24-hour period) and periods of no or low stream flow and dry weather (with less than a 40 percent chance of rain). Precipitation forecasts and potential increases in stream flow shall be considered

when planning maintenance activities. All erosion control measures shall be utilized to meet the Measures of this Agreement. Permittee shall monitor the National Weather Service (NWS) 72-hour forecast for the Project area. Weather forecasts shall be documented upon request by CDFW.

- 2.41 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>.
- 2.42 Night Work Restriction. Permittee activities shall be limited to the period of daylight hours to limit disturbances on wildlife activity; no night work is authorized.

Fill and Spoils

- 2.43 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction.
- 2.44 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction. Any work in a wetted portion of a streambed shall be approved by CDFW prior to construction.

Erosion Control, Turbidity, and Siltation

- 2.45 Erosion Control Materials. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw waddles, 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. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.46 Sediment and Runoff Control. Sediment from Project-related activities shall be removed from seasonally dry portions of the stream where it might likely be washed into the stream or inundated by high flows prior to storm events. Sediment from Project-related activities shall not be placed where it is likely to have a negative impact on emergent native vegetation or where it is likely to have a negative impact on native trees. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

- 2.47 Contaminated Site Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter a flowing stream, dry ephemeral stream, or into storm drains. Such water shall be settled, filtered, or otherwise treated prior to discharge back into the water body.
- 2.48 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation.

Equipment and Access

- 2.49 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the Project site.
- 2.50 Vehicle Access. Vehicles shall not be driven through or equipment operated where wetland vegetation, riparian vegetation, or aquatic organisms may be harmed or destroyed. Vehicles shall not drive in wetted areas unless specific authorization is obtained PRIOR to the activity.
- 2.51 Staging areas. Staging/storage areas for equipment and materials shall be located outside of the stream/lake.
- 2.52 Vehicle Maintenance. Any equipment or vehicles driven and/or operated 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.
- 2.53 Pollution Prevention. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream/lake shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of Project-related activities. 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.

Herbicide and Invasive Species

- 2.54 Remove Invasive Vegetation by Hand. Whenever practical, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means.
- 2.55 Herbicide Application. Where chemical control of non-native vegetation is deemed necessary within the bed, bank, or channel of the stream and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides that are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals that are approved for aquatic use. Nothing in this Agreement represents an herbicide use recommendation that

allows for an action that conflicts with pesticide use regulations. All herbicide use conditions for mixing, application, and clean-up shall conform to all applicable federal, state, and local regulations. Any application of herbicide shall be done by a licensed or certified applicator in accordance with all applicable, federal, state, and local regulations. Herbicides shall be used only for selective treatment of non-native vegetation identified as invasive by California Invasive Plant Council (Cal-IPC). The current Cal-IPC Inventory of vegetation identified as invasive or at high risk of becoming invasive can be found at: <https://www.cal-ipc.org/plants/inventory/>. Herbicide use to kill native vegetation is prohibited. No herbicides shall be used where Threatened or Endangered species occur. No herbicides shall be used when wind velocities are above five (5) miles per hour or when nesting birds could be exposed.

- 2.56 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or watershed to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.57 Inspection of Project Equipment. Permittee shall inspect all vehicles, tools, waders and boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the stream and/or between each use in different watersheds.
- 2.58 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed and make contact with water or wetted soils prior to entering and after exiting the stream. If equipment is operating to avoid contact with water or wetted soils, then it is otherwise permissible to conduct the work without specialized decontamination procedures for aquatic invasive animal species (Conditioned in this Agreement), but activities would need to be in compliance with other Conditions of this Agreement and any other federal, state, or local laws or ordinances. For example, general conditions in the existing Agreement to make sure visible dirt, mud, and plant materials are removed from equipment prior to entering the stream, but do not require the specialized thermal, freezing, and/or drying methods developed for aquatic invasive animal species.

If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all

organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of five (5) minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F 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 watersheds, and returned to the Project site.

- 2.59 Decontamination of Vehicles and Equipment. If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate vehicles and other Project-related equipment too large to immerse in a hot water bath by pressure washing with hot water a minimum of 140°F at the point of contact or 155°F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g. storage compartments) for a minimum of ten (10) minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible.
- 2.60 Decontamination Sites. If decontamination for aquatic invasive animal species is applicable, 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 CDFW jurisdictional areas and other sensitive habitat areas.
- 2.61 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

Pollution, Litter and Cleanup

- 2.62 Concrete – Primary Containment. No concrete or any cement product may be poured if measurable rain is forecasted within 15 days. Cement shall not be poured in or near the Duck Pond, to reduce the potential for significant adverse impacts to the Duck Pond, water or biota without prior approval. If any concrete is poured after November 1st, a quick cure ingredient shall be added to the concrete mix to ensure a faster set or drying time. To prevent the release of materials that may be toxic to fish and other aquatic species, the poured concrete structure(s) shall be isolated from water and allowed to dry/cure for a minimum of 30 days. The Permittee or Designated Monitor (see condition below) shall monitor the pH of any water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to a tanker truck or to a lined off-channel

basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to enter the water or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated. Results of pH monitoring shall be made available to CDFW upon request. A non-toxic substance that can buffer the pH shall be made available on site to use if any contamination to water occurs. The Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the channel outside of those structures.

- 2.63 Concrete – Designated Monitor. At all times when the Permittee is pouring or working with wet concrete, there shall be a Designated Monitor to inspect the containment structures and ensure that no concrete or other debris enters into the channel outside of those structures.
- 2.64 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.
- 2.65 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, 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 or deleterious to aquatic life, wildlife, or riparian habitat resulting from Project-related activities shall be prevented from contaminating the soil and/or entering a stream or watercourse.
- 2.66 Pollution Compliance. 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 Permittee to ensure compliance.
- 2.67 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily during Project activities.
- 2.68 Trash Receptacles. Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scraps, food wrappers, beverage, and other miscellaneous trash generated by work force personnel.
- 2.69 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

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 Project Impacts. The Project will result in a total of 0.05 acres of permanent impacts and 3.99 acres of temporary impacts to the watercourse present on site. Permanent impacts will occur to the existing habitat island consisting of California fan palm providing suitable habitat for a rookery for snowy egret and black-crowned night heron. Temporary impacts will occur to the remainder of the pond consisting of 0.03 acres of ornamental *Philodendron sp.* and 3.96 acres of unvegetated open water. To compensate for the impacts to this habitat, the Permittee shall enhance the 4.04-acre duck pond through installation of wetland planters and a wetland detention feature around the perimeter of the pond. Permittee has prepared a Habitat Enhancement Plan and shall adhere to the criteria in the plan for enhancement of the pond. The plan is included as Exhibit E.
- 3.2 Temporary Impacts. The Permittee shall restore all areas within the Project area temporarily impacted by Project activities, such as staging areas and temporary access areas. Temporary impact areas altered during the Project shall be returned to natural contours without creating a possible future bank erosion problem.
- 3.3 Permittee Habitat Enhancement Requirements. All habitat enhancement requirements or proposals and plans shall be submitted to CDFW for review and approval prior to initiating the Project authorized by this Agreement. CDFW retains the right to require more compensatory mitigation should the proposed on-site enhancement not be adequate to compensate for the impacts. If additional temporal impacts (time Project activities and initiation of on-site enhancement) occur, then the proposed compensatory mitigation acreage shall be increased. Therefore, for each year of Project delay past one year of Project impacts authorized by this Agreement, the compensatory mitigation shall be increased by ten (10) percent of the original compensatory mitigation acreage requirement detailed above.
- 3.4 Compensation for Unauthorized Impacts. Permittee shall conserve habitat at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that additional habitat conservation is required, the type of habitat conservation shall be determined by CDFW, and may include creation, restoration, enhancement, and/or preservation.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of Project-related activities and at least five (5) days prior

to completion of Project and enhancement activities. Notification shall be sent through the Environmental Permit Information Management System (EPIMS) and to the e-mail address: EPIMS.R5@wildlife.ca.gov, Reference # LAN-19740-R5.

- 4.2 Reporting. All surveys, pre and post construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted through EPIMS as well as to the email address EPIMS.R5@wildlife.ca.gov Reference # LAN-19740-R5 and CC Frederic.Rieman@wildlife.ca.gov.
- 4.3 Mitigation Annual Reports. Permittee shall submit an annual report to CDFW by February 1 of each year for a minimum of five (5) years after Project completion. This report shall be based on the reporting requirements from the approved Enhancement Plan. The report shall include photographs from designated photograph stations and other relevant information such as the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species; the number by species of plants replaced; an overview of the revegetation effort, the on-site enhancement effectiveness, and the method used to assess these parameters; a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.
- 4.4 Final Report. Permittee shall provide a final report to CDFW no later than thirty (30) days after the Project is fully completed. The construction report at a minimum shall contain pre-Project photographs, total amount of area impacted post-Project (including staging and access areas), post-Project photographs, and biological survey notes (including construction monitoring).
- 4.5 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the Project area. For more details on creating shapefiles, please visit <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>.

Electronic versions of reports shall be submitted through EPIMS. Click or paste this link in your browser to be routed to EPIMS:

<https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>.

- 4.6 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Nancy Villasenor
City of Long Beach
EPIMS-LAN-19740-R5
El Dorado Duck Pond Restoration Project
Nancy.villasenor@longbeach.gov

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-LAN-19740-R5
El Dorado Duck Pond Restoration Project
EPIMS.R5@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 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 log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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 log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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 extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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 on January 31, 2024, 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

EXHIBITS

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

- A. Exhibit A. Map of Project Site
- B. Exhibit B. Dewatering Plan
- C. Exhibit C. Construction Plans
- D. Exhibit D. Aerial Map of Project Site
- E. Exhibit E. Habitat Enhancement Plan

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.