

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



**STREAMBED ALTERATION AGREEMENT**  
EPIMS-LAN-64821-R5  
EATON WASH

LOS ANGELES COUNTY FLOOD CONTROL DISTRICT  
EATON WASH DAM INLET EMERGENCY RESTORATION PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Los Angeles County Flood Control District (Permittee) as represented by Scott Gregowske.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on January 26, 2026, 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 project is located within Eaton Wash Reservoir, the Permittee's flood control facility, on Eaton Wash, tributary of the Los Angeles River, City of Pasadena, County of Los Angeles, State of California; 2986 East New York Drive, Pasadena, California 91107. Latitude 34.16832, Longitude -118.0891 [NAD 27]; United States Geological Survey 7.5 Minute Quad Map Mt. Wilson Township 1N Range 12W Section 13 NE San Bernardino meridian; Assessor Parcel Number 5751-021-905.

## **PROJECT DESCRIPTION**

The project is limited to the restoration of dam inlet works and related structures on Eaton Wash Dam. Eaton Wash Dam is a flood control dam operated by the Permittee on Eaton Wash for the purposes of managing stormwater and debris flows. The restoration of the dam's inlet works would include the installation of two inclined intake towers. The inclined towers will be positioned on either side of the dam's inlet/outlet

wing walls, extending along the dam face. Each inclined tower will consist of 98 linear feet of 72-inch slotted half-round corrugated steel pipe (CSP), with two sets of concrete stairs, one leading to the end of the CSP and the other extending up to the dam crest. The total width of the combined stairs and CSP is 16 feet. The inclined towers will connect to the inlet/outlet works via 24-inch steel corrugated metal pipe (CMP). The top of the inclined towers will reach just above the spillway elevation of 887.5 feet, compared to the outlet gate elevation of 850 feet.

The proposed stairs and the slab supporting the CMP will be installed on top of the riprap surface, with key-ins provided at approximately 20-foot intervals. All proposed construction will be located on previously disturbed, man-made surfaces from the crest to the toe of the dam. The bottom slab (4 feet × 4 feet) will also be placed directly on the dam embankment. The inclined inlet towers are not intended to artificially increase the reservoir water surface elevation; rather, they are designed to facilitate outflow during high-flow and debris-laden conditions. No changes to dam operations or reservoir maintenance practices are planned or anticipated.

#### *Sequence of construction*

To install the two inclined inlet towers, the existing concrete stairs and steel handrails leading from the dam crest into the reservoir will be removed. The new inclined intake towers, stairs, and handrails will then be installed.

#### *Project equipment and machinery*

Construction equipment will include excavator, concrete truck, dump truck, and mobile crane.

#### *Routine maintenance of Eaton Wash Reservoir*

The project is limited to the restoration of dam inlet works and related structures on Eaton Wash Dam and does not include any other maintenance activities related to Eaton Wash Dam or Eaton Wash Reservoir. The Permittee is authorized to maintain Eaton Wash Reservoir through a separate Agreement EPIMS-LAN-34126-R5.

## **PROJECT IMPACTS**

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

**Amphibians:** coast range newt (*Taricha torosa*);

**Birds:** Cooper's hawk (*Accipiter cooperii*); sharp-shinned hawk (*Accipiter striatus*); southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*); mallard (*Anas platyrhynchos*); great egret (*Ardea alba*); great blue heron (*Ardea herodias*); snowy egret (*Egretta thula*); American peregrine falcon (*Falco peregrinus anatum*); American coot (*Fulica americana*); yellow-breasted chat (*Icteria virens*); black-crowned night heron (*Nycticorax nycticorax*); yellow-rumped warbler (*Setophaga coronata*); yellow warbler (*Setophaga petechia*);

**Mammals:** coyote (*Canis latrans*); Townsend's big-eared bat (*Corynorhinus*)

*townsendii*); Virginia opossum (*Didelphis virginiana*); hoary bat (*Lasiurus cinereus*); striped skunk (*Mephitis mephitis*); raccoon (*Procyon lotor*); black bear (*Ursus americanus*);

**Plants:** California sagebrush (*Artemisia californica*); coyote brush (*Baccharis pilularis*); mulefat (*Baccharis salicifolia*); Southern California black walnut (*Juglans californica*); western sycamore (*Platanus racemosa*); coast live oak (*Quercus agrifolia*); canyon live oak (*Quercus chrysolepis*); valley oak (*Quercus lobata*); narrow-leaved willow (*Salix exigua*); red willow (*Salix laevigata*); arroyo willow (*Salix lasiolepis*); California bulrush (*Schoenoplectus californicus*); cattail (*Typha* spp.);

**Reptiles:** California legless lizard (*Anniella* spp.); coastal whiptail (*Aspidoscelis tigris stejnegeri*); coast horned lizard (*Phrynosoma blainvillii*); two-striped gartersnake (*Thamnophis hammondi*);

**Natural Communities/Habitats:** annual grassland; barren land cover; coastal sage scrub; coyote brush scrub; developed areas; *Eucalyptus* groves; scale broom scrub; smartweed-cocklebur patches; open water; ornamental landscaping; and all other aquatic and wildlife resources in the area, including the riparian vegetation, which provides habitat for such species in the area.

The adverse effects the project could have on the fish or wildlife resources identified above include: disruption to nesting birds and terrestrial wildlife during the work term; and noise disturbances from project activities.

The project will impact no more than 0.30 acres of unvegetated sediment and rock. All project impacts are temporary in nature, including staging, demolition, and the installation of inclined intake towers and stairs. All project impacts will occur on unvegetated stream wash or developed riprap on the existing dam face. The final intake towers and stairs will be on top of the dam's existing riprap surface. No vegetation will be altered by this project.

## 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 State and Federal Permits. CDFW believes that permits or certifications may be required from the Regional Water Quality Control Board and United States Army Corps of Engineers for this project. Should such permits or certifications be required, a copy of each shall be submitted to CDFW.
- 1.6 Personnel Compliance. If the Permittee or any employees, agents, contractors and/or subcontractors violate any of the terms or conditions of this Agreement, all work shall terminate immediately and shall not proceed until CDFW has taken all of its legal actions.
- 1.7 Pre-Work Briefing. A pre-work meeting/briefing shall be held involving all the workers, contractors, and subcontractors concerning the conditions in this Agreement.
- 1.8 Project Documentation. All documentation required by CDFW and/or referenced in this Agreement shall be submitted to the CDFW Regional Office for the South Coast Region through the online [Environmental Permit Information Management System \(EPIMS\)](#). All documentation shall reference Agreement # EPIMS-LAN-64821-R5.
- 1.9 Notification After Completion of Work. Permittee shall notify CDFW, in writing, no more than five (5) business days after completion of Project-related activities. Notification shall be sent through EPIMS as well as to the e-mail address: [EPIMS.R5@wildlife.ca.gov](mailto:EPIMS.R5@wildlife.ca.gov), Reference # EPIMS-LAN-64821-R5 and CC [David.Lin@wildlife.ca.gov](mailto:David.Lin@wildlife.ca.gov).
- 1.10 Environmental Education Program and Materials. Permittee or its Designated Biologist shall provide on-site training for the work crews prior to those individuals conducting ground- or vegetation-disturbing project activities. All field personnel will be briefed in their responsibility for timely reporting of wildlife sightings to the monitor on site. Educational materials shall be created and incorporated into an environmental training program, 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. Avoidance and Minimization Measures**

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

### **Species Protection**

- 2.1 General Pre-construction Survey. Permittee shall have a Designated Biologist conduct a pre-construction survey of the project work area within a five-day period prior to the start of work. The survey shall include: (a) general survey for the presence of fish, wildlife, or plants within the project work area and adjacent areas with accessible suitable habitat and (b) construction materials and work areas shall be surveyed for the presence of bats (see also Condition 2.5); The Designated Biologist shall use these survey results to inform the implementation of best management practices and other measures to avoid and minimize project impacts based on the best professional judgement of the Designated Biologist.
- 2.2 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following: a species fully protected under state law; a candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA; Fish & G. Code § 2050 *et seq.*) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 *et seq.*); a state-listed rare plant species; or any other species for which take is prohibited under state or federal law. No direct or indirect impacts shall occur to any protected species, except as may be authorized by one or more individual permits that authorize such impacts. If protected species are observed in the area, Permittee shall immediately notify and consult with CDFW for further actions, which may include immediate halt of all work.
- 2.3 Take of Nesting Birds. Permittee shall not remove or otherwise disturb vegetation on the project site from February 1 to September 15, to avoid impacts to breeding/nesting birds.
- 2.4 Migratory Birds. Be advised, migratory nongame native bird species are protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918 (50 C.F.R. Section 10.13). Sections 3503, 3503.5, and 3513 of the California Fish and Game Code prohibit take of all birds and their active nests including raptors and other migratory nongame birds (as listed under the Federal MBTA). This

Agreement does not allow Permittee, any employees, or agents to destroy or disturb any active bird or raptor nest at any time of the year.

- 2.5 Bats. Permittee shall have a Designated Biologist conduct presence/absence surveys for bats on the project site prior to commencement of project activities. If bats are found, all active bat roosts shall be avoided with 100-foot minimum surrounding buffer zones and/or shall delay work until the conclusion of the nesting/breeding season. Additional mitigation measures may be required in the form of bat roost installations. CDFW reserves the right to provide additional provisions to this Agreement designed to protect nesting/roosting bats.
- 2.6 Leave Wildlife Unharmd. If any wildlife is encountered during project activities, said wildlife shall be allowed to leave the project area unharmed. If any protected species is encountered (see Condition 2.2), Permittee shall contact the CDFW immediately.
- 2.7 Check for Wildlife in Construction Materials. Permittee shall have a Designated Biologist visually check all construction materials for the presence of wildlife sheltering within them prior to the start of each workday. Exclusionary devices shall be erected to prevent the migration into or the return of species into the work areas if determined appropriate and feasible by the Designated Biologist. Such exclusionary devices shall be checked by Designated Biologist on a daily basis to check/ensure continued exclusionary device effectiveness. Should CDFW personnel visit the site during initial impact activities, and no Designated Biologist is available, construction activities shall be halted.
- 2.8 Check for Wildlife near Vehicles and Equipment. Permittee, contractors, subcontractors, employees, and site visits shall inspect their vehicles and equipment for the presence of wildlife prior to moving them. The Designated Biologist shall be contacted if any wildlife is detected near vehicles or equipment and is in danger of harm.
- 2.9 Dead or Injured Protected Species. Any dead or injured protected species found along roads or in project areas shall be reported to CDFW within 48 hours. The Designated Biologist shall report the species found, location, cause of death, and any other relevant information.
- 2.10 Notification to the California Natural Diversity Database. If any Protected Species are observed in project surveys, the Designated Biologist shall have responsibility to submit a California Native Species Field Survey Form and survey map to be submitted to the California Natural Diversity Database within 5 working days of the sightings. The form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB>. Instructions for completing and submitting the form are available at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.

## Habitat Protection

- 2.11 Dead Vegetation. Dead and down vegetation may be cleared to remove obstructions to stream flow. All cleared material or vegetation shall be removed from the stream channel to a location where it will not re-enter the stream.
- 2.12 Stockpiled Vegetation Debris. Vegetation that is removed during project activities shall not be stockpiled in or near a stream channel, or in areas where it has the potential to enter a stream channel or drainage. If possible, and to be determined by the Permittee, native vegetation stockpiling may occur in upland and open space areas, where it will not impact native vegetation, and where wildlife can utilize these materials. Non-native vegetation shall be disposed of properly and not stockpiled.
- 2.13 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 unless deemed an emergency as described within Fish and Game Code section 1610.
- 2.14 Demarcate Work Area Boundary. Permittee or Designated Biologist shall identify the outer perimeter of the work area to prevent damage to adjacent habitat and to provide visual orientation to the work limits. All persons employed or otherwise working on the project site shall be instructed about these restrictions. No paint or permanent discoloring agents shall be applied to rocks or vegetation to indicate limits of survey or construction activity where any sensitive biological resources occur. All temporary fencing and flagging shall be removed at the conclusion of seasonal project activities.

### **Aquatic Resources**

- 2.15 Surface Water Work Restriction. Permittee activities shall be limited to conditions where no surface water is flowing or present within the Project work area. No project activities are authorized within the wetted channel. Work shall only be conducted during dry weather conditions and when the reservoir is dry.
- 2.16 Bypass Flow Required. When conducting all project activities as described within this Agreement, the Permittee shall allow sufficient water at all times to pass downstream to maintain aquatic life below the project work area pursuant to Fish and Game Code section 5937.

### **Turbidity and Siltation**

- 2.17 Predicted Rain. If measurable rain with 50 percent or greater probability is predicted within 48 hours during project-related activities, all activities shall cease and protective measures to prevent siltation/erosion shall be implemented/maintained.
- 2.18 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Any type of erosion control blanket or

other product shall not use plastic and shall be weed-free. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.

- 2.19 Sediment and Runoff Control. Sediment from project-related activities shall not be placed in seasonally dry portions of the stream. 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 adjacent dirt roads, cat tracks, or other work trails to control erosion.
- 2.20 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.

### **Pollution, Litter, and Cleanup**

- 2.21 Pollution Compliance. 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 Permittee to ensure compliance.
- 2.22 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.
- 2.23 Spill Cleanup and Containment. Permittee shall begin the clean-up 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.
- 2.24 Spill Prevention. 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 a stream or lake, by Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately.
- 2.25 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash that Permittee places within, or where they may enter, the stream. Permittee shall pick up all debris and waste daily.
- 2.26 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.

- 2.27 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 any stream.
- 2.28 Minimize Vehicle Parking. Vehicles may enter and exit the project work area as necessary for project activities but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter any stream.

### **Exotic Species Removal and Control**

- 2.29 Unlawful to Possess Dreissenid Mussels. Pursuant to California Code of Regulations (CCR) Title 14 Section 681 and Fish and Game Code section 2301, it is unlawful for any person to possess, import, ship, or transport in the state live or dead dreissenid mussels except as authorized in a permit issued by the CDFW. A Restricted Species Permit pursuant to CCR Title 14 Section 671.1 is required for the collection, possession, and/or research of live dreissenid mussels.
- 2.30 Decontamination of Project Equipment. Permittee shall inspect and decontaminate all tools, waders and boots, and other project-related equipment during project activities by removing all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the project site and/or between each use in different waterbodies. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different waterbody, and returned to the project site.
- 2.31 Decontamination Methods for Project Tools and Equipment. 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. Permittee then 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,
- a. 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.
  - b. Hot Water Soak. Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of 5 minutes.
  - c. Freezing. Permittee shall place equipment in a freezer 32°F or colder for a minimum of 8 hours.

Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the project site.

- 2.32 Decontamination of Vehicles. 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 10 minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible. Repeat decontamination is required only if the vehicles are removed from the site, used within a different watershed, and returned to the project site.
- 2.33 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other project gear and equipment in a designated location where runoff can be contained and not allowed to pass into streams and other sensitive habitat areas.
- 2.34 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 Invasive Species Sighting Report Form (available online at: <https://wildlife.ca.gov/Conservation/Invasives/Report>) and photos to the Invasive Species Program by Email at: [invasives@wildlife.ca.gov](mailto: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.
- 2.35 Exotics Removal and Control Mechanisms. Whenever possible, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means.

### **3. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 3.1 Reporting. All post-construction notifications and any other required communication between the Permittee and CDFW shall be submitted through the online [Environmental Permit Information Management System \(EPIMS\)](#) and CC [David.Lin@wildlife.ca.gov](mailto:David.Lin@wildlife.ca.gov), and reference Agreement # EPIMS-LAN-64821-R5.
- 3.2 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 Environmental Permit Information Management System (EPIMS) as instructed by CDFW.

To Permittee:

Scott Gregowske  
Los Angeles County Flood Control District  
EPIMS-LAN-64821-R5  
Eaton Wash Dam Inlet Emergency Restoration Project  
900 South Fremont Avenue  
Alhambra, CA 91803  
Phone: (626) 458-6124  
Email: [SGREGOWS@dpw.lacounty.gov](mailto:SGREGOWS@dpw.lacounty.gov)

To CDFW:

Department of Fish and Wildlife  
South Coast Region  
EPIMS-LAN-64821-R5  
Eaton Wash Dam Inlet Emergency Restoration Project  
Email: [EPIMS.R5@wildlife.ca.gov](mailto: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 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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall 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 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)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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, 2031, 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 1. Project work area

**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 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.

