

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE  
REGION 4 - CENTRAL REGION  
1234 EAST SHAW AVENUE  
FRESNO, CALIFORNIA 93710



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2016-0143-R4  
RANCHERIA CREEK – TULARE COUNTY

BENJAMIN RUIZ, JR.  
**TULARE COUNTY RESOURCE MANAGEMENT AGENCY**  
5961 SOUTH MOONEY BOULEVARD  
VISALIA, CALIFORNIA 93277

**BEAR CREEK ROAD BRIDGE REPLACEMENT (PROJECT)**

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Tulare County Resource Management Agency (referred to as Permittee), as represented by Benjamin Ruiz, Jr.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 21, 2016, that Permittee intends to complete the Project described herein.

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

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

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

**PROJECT LOCATION**

Project construction will occur in and adjacent to Rancheria Creek (tributary to Bear Creek) and the Bear Creek Road crossing, approximately 6.5 miles north of Springville, Tulare County, California; Section 6, Township 20 South, Range 30 East, USGS 7.5 Minute Quad Map Springville, MDB & M; Latitude 36°13'11.98"N, Longitude 118°45'51.03"W (Figure 1). Additional Project activity to transplant Munz's iris (*Iris munzii*) plants removed from the construction site will occur approximately 1.5 miles downstream of the construction site on the east side of Bear Creek, approximately Latitude 36°11'59.20"N and 118°45'43.11"W (Figure 2). Tree planting for compensation purposes will occur along Sycamore Creek, approximately 1.5 miles southwest of the construction site from Latitude 36°12'33.86"N, Longitude 118°46'58.21"W downstream

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to Latitude 36°12'28.18"N, Longitude 118°47'05.85"W (Assessor's Parcel Number's 219-080-030-000, 219-080-013-000, and 219-070-032-000) (Figure 3).

## PROJECT DESCRIPTION

Project construction includes activities related to the replacement of a one-lane, bi-directional bridge with a two-lane single-span bridge structure. The bridge will be constructed one half at a time. A total of approximately 80 cubic yards of concrete and 314 cubic yards of native bank material will be excavated and removed from the site, removing the existing structure and excavating for placement of the new structure. The banks at the old abutment locations will be graded, including the roughening and terracing, and will match existing natural upstream and downstream contours. The new abutments will span this area. Approximately 25 cubic yards of wet concrete will be poured at each of the new bridge abutments over 30-inch cast-in-drilled-hole foundation piles. Approximately 166 cubic yards of wet concrete will be poured for the concrete slab bridge deck and concrete barriers. The new bridge structure will be 29.5 feet wide and 70 feet long. Three 5-foot by 3-foot drainage rock pads will be constructed near the base of each abutment to dissipate storm water drainage from the deck of the bridge. The rock will be 25-pound size and will be placed 1.5 feet thick. Work to pour the concrete bridge deck will be performed over continuous time frames, over which three nights of work will occur.

A water diversion system including the placement of up to three 75-foot long by 4-foot diameter corrugated metal pipes and sandbag cofferdam will be constructed over a 0.02-acre area.

Three trees greater than four inches diameter at breast height (DBH) will be removed; two canyon live oaks (*Quercus chrysolepis*) and one Pacific willow (*Salix lasiandra*).

One population of Munz's iris (*Iris munzii*) will be removed and transplanted downstream to an area along the east bank of Bear Creek approximately 1.3 miles south of the Project site. Excavated clumps of the iris to be transplanted will be approximately four square feet in area by 12 inches deep. Transplanting will proceed according to the Munz' Iris Relocation Plan submitted to CDFW in the Project notification materials, specifically identifying a recipient location at approximately 2,040 feet in elevation, with similar light intensity and soils as the construction site from which the plants will be removed.

Replacement tree planting will occur at a different location, along Sycamore Creek. Planting of these trees will proceed according to the requirements of this Agreement. Preparation of the site for long-term tree establishment will include the placement of irrigation lines, the placement of below- and above-ground herbivory-prevention cages, the use of weed whackers, and the application of herbicides.

## PROJECT IMPACTS

The Project will result in up to 0.06 acre temporary disturbance, and a 0.02-acre permanent impact over 90 linear feet of Rancheria Creek. Two canyon live oak trees

and one Pacific willow will be removed. Temporary disturbance within an approximately 800-foot length along Sycamore Creek will occur for site preparation and tree planting. Other potential impacts related to disturbance during Project implementation include but are not limited to those resulting from noise, vibration, trampling/crushing, erosion, surface water contact with construction-related materials, sedimentation and turbidity, vegetation removal, bank alteration, introduction of fill material, artificial lighting at night, and removal of breeding or roosting habitat provided by the trees to be removed.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and the adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the following species could potentially be impacted: the Federal threatened and State endangered Springville clarkia (*Clarkia springvillensis*), the State endangered Kaweah brodiaea (*Brodiaea insignis*), the Federal and State endangered willow flycatcher (*Empidonax traillii*; federal endangered subspecies *E. t. extimus*), the State candidate for listing foothill yellow-legged frog (*Rana boylei*), the State fully protected ringtail (*Bassariscus astutus*), the California Rare Plant Rank 1B Munz's iris, and the State species of special concern, Western mastiff bat (*Eumops perotis californicus*) and American badger (*Taxidea taxus*), as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem.

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, all extensions and amendments to this 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 this Agreement and all extensions and amendments to this 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 Protective Measure in this 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 this Agreement.

- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take.
- (a) This Agreement does not authorize the “take” (defined in Fish and Game Code §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened, endangered, or candidate species. All such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
  - (b) Permittee shall take prudent measures to ensure that all take of threatened endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any such threatened, endangered, or candidate species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner’s property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW prior to beginning any activities covered by this Agreement. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting any activity within the stream bed or bank, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of noncompliance. Permittee shall provide to CDFW the sign-in sheet that includes the printed and signed name of each attendee, the name and qualifications of the person providing training, a copy of training materials, and the date of the training. Permittee shall provide this information to CDFW within one week following the completion of each training.

## **2 Avoidance and Minimization Measures**

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

- 2.1 Work Timing. All work activities shall be confined to daylight hours, except for three nights of work required to pour the concrete bridge deck. For purposes of this Agreement, “daylight hours” are defined as that daytime period between sunrise and sunset. During all night work, Permittee shall not use permanent or temporary, fixed, exterior lighting, including motion-triggered security lighting, that casts light into CDFW jurisdictional areas beyond the footprint of the Project areas as demarked according to Avoidance and Minimization Measure 2.2 Flagging.

2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of all required access routes and encroachment. These "work area" limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained in good repair for the duration of the Project. Permittee may request the use of fencing to meet this requirement, provided that fencing does not require ground disturbance in excess of hand installation of temporary stakes; Permittee must provide mapping of those fencing locations in advance of installation. No other fencing, including exclusion fencing, is authorized. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.

2.3 Listed Species and Other Special Status Species.

- (a) Pre-activity surveys for potential rare, listed, or other sensitive species shall be conducted by a qualified biologist within 30 days prior to commencement of Project activities. Surveys shall be conducted within the work areas and all access routes to avoid and minimize incidental take, confirm previous observations, identify habitats and any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. If any State- or Federally-listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery prior to commencement of Project activity. An amended Agreement and/or State Incidental Take Permit may be necessary and a supplemental CEQA analysis may need to be conducted, before work can begin.
- (b) Listed and other Special Status Plants: Permittee shall conduct plant surveys, with a focus on Springville clarkia, Kaweah brodiaea, and Munz's iris, in the Project work areas in advance of ground-disturbing activities. Repeated floristic surveys shall be conducted by a qualified botanist multiple times during the appropriate blooming period(s) immediately preceding the start of Project activity. Permittee shall submit survey results to CDFW at least one (1) week in advance of starting Project activities. If listed plant species are identified, Permittee shall identify them with flagging and avoid with a 25-foot no-disturbance buffer during Project activities. Permittee may propose reduced buffers in a written justification for CDFW consideration; no work within the above buffers may begin until after CDFW has provided written authorization.
- (c) Willow Flycatcher: No Project activity shall occur within 500 feet of willow habitat, willow-dominated marsh, meadow, riparian, or other appropriate habitat, between June 1 and August 31. Permittee shall include a detailed description with photographs and maps of any willow habitat within all Project work areas and a 500-foot buffer, with the pre-activity survey report.
- (d) Ringtail: Any ringtail detected within a Project work area before or during Project activity shall be allowed to move out of the work area unimpeded and

of its own volition. Project activity shall halt or shall not be initiated until the animal has left the work area.

- (e) Foothill Yellow-Legged Frog: Project activity shall occur when no water is present in the stream. Permittee shall ensure that a qualified biologist surveys the Project work area for the species within 48 hours prior to commencing work. Permittee shall submit survey results to CDFW. Permittee shall ensure that all vegetation is removed by hand, and shall ensure that a qualified biologist is present to monitor vegetation removal, all ground disturbing activity, vegetation planting, and water diversion installation and removal. If any foothill yellow-legged frog is found prior to the start of Project activity or at any time during Project activities, the individual(s) shall be allowed to leave the work area of its own volition. Permittee shall also cease all Project activity immediately and contact CDFW; Permittee shall not resume Project activity until CDFW has been contacted and has given written approval for work to begin or continue. Permittee is advised that a State Incidental Take Permit for foothill yellow-legged frog may be necessary prior to proceeding with the Project if the species is detected.
- (f) Bat Species: Bats shall not be disturbed without specific notice to and consultation with CDFW. Pre-construction surveys shall be conducted within Project work areas and a 100-foot buffer by a qualified biologist within 14 days prior to the start of Project activity, during the appropriate time of day to maximize detectability to determine if bat species are roosting on-site or near Project work areas. Surveys may include observational methods, echolocation monitoring, etc. to determine whether bats are present. A survey report shall be completed that includes, but is not limited to, the survey methodology and biologist qualifications and, if bats are present, the colony size, roost location, and characteristics. If surveys confirm that bats daytime roost in areas that will be impacted by the Project, Permittee shall maintain a 300-foot buffer around bat roost sites during Project activities.
- (g) American Badger: Any American badger detected within the Project work area during pre-activity surveys or Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or immediately adjacent to a Project work area, dens shall be avoided by a minimum 50-foot buffer.

#### 2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activities, said fish or wildlife shall be allowed to leave the Project work area unharmed.
- (b) To protect nesting birds, no Project activity shall begin between February 15 through September 15 unless the following Avian Nesting Surveys are completed by a qualified biologist within 30 days prior to commencing Project activities at each work area.

Separate requirements are listed above for willow flycatcher due to its special status listing and different nesting ecology (see Avoidance and Minimization Measures 2.3(c)).

Birds of Prey: Survey for nesting activity of birds of prey within each Project work area and a 500-foot radius. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest or parental care for survival.

Other Avian Species: Survey for nesting activity within each Project work area and a 250-foot radius. If any nesting activity is found, Permittee shall protect nests and nest substrate (trees, shrubs, ground, or burrows) with a minimum 250-foot buffer until young have fledged and are no longer reliant on the nest site or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project work area would be concealed from a nest site by topography.

## 2.5 Vegetation.

- (a) The disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations and shall only occur within the defined work area. Precautions shall be taken to avoid other damage to vegetation by people or equipment.
- (b) Permittee shall document the number and species of all woody-stemmed plants four (4) inches in diameter in breast height (DBH) or greater that are cut or otherwise removed during Project activities. Trees and shrubs with a DBH of four (4) inches or greater that are cut or removed shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost), except that heritage trees 24 inches or greater shall require replanting at a 10:1 ratio. These numbers shall inform the replanting requirements in Compensatory Measure 3.1(a).
- (c) Prior to initiation of Project activities, all trees and shrubs to be cut or otherwise removed shall be identified and clearly marked to avoid accidentally removing vegetation that should not otherwise be affected.
- (d) Except for Munz' iris (see below), vegetation removed from the Project site shall be disposed of at an appropriate and legal off-site location where the material cannot enter the stream channel (typically outside of the floodplain). No such material shall be stockpiled in the streambed, banks, or channel, except that native vegetation removed from the channel may be chipped and the chips used as mulch for disturbed soil sites in or near the Project area.

- (e) Transplanting of Munz' iris shall proceed according to the Munz' Iris Relocation Plan dated July 1, 2016 that was submitted to CDFW in the Project notification materials. The Munz' Iris Relocation Plan describes excavation of existing plant clumps including rhizome and root masses, division of clumps, interim storage of clumps, preparation of recipient sites, and methods of planting and watering. Only rhizomes that are soft, shriveled, or otherwise diseased may be discarded. Permittee shall monitor the clumps and provide water as needed for the establishment of the planted clumps. Permittee shall provide a Relocation Report one year following the transplanting to summarize the establishment of plants.
- (f) All invasive exotic plant species that are disturbed by the Project shall be removed from the Project site. Any periwinkle (*Vinca* sp.), Cape or German ivy (*Delairea odorata*), Castor bean (*Ricinus communis*), giant reed (*Arundo donax*), or other exotic, invasive plant species shall be bagged and appropriately disposed of where the material cannot enter the stream channel. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project work area or within CDFW jurisdiction.
- (g) Permittee shall wash and air dry all equipment (hand tools, mechanical devices) prior to entering each Project site, to prevent the movement of aquatic and terrestrial invasive plant and animal species, fungi, their propagules and other biotic agents.
- (h) Where control of non-native vegetation is required within the bed, bank, or channel of the stream at the revegetation site, the use of herbicides is necessary, 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 by Permittee to non-ionic chemicals that are approved for aquatic use.
- (i) All herbicides, surfactants, and other pesticides utilized within or adjacent to CDFW jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).
- (j) Permittee shall ensure compliance with all local, State, and Federal regulations regarding herbicides, and ensure that workers applying chemical or biological agents possess appropriate licenses.
- (k) No herbicide sprays shall be used when wind speed exceeds 10 miles per hour (mph). All sprays shall contain a dye (registered for aquatic use by CDPR) to identify and prevent overspray.



## 2.6 Vehicles and Equipment.

- (a) Vehicles and heavy equipment shall only be operated within the Project work area during naturally dry conditions except as otherwise authorized in this Agreement.
- (b) Permittee shall wash and dry all equipment (hand tools, mechanical devices) prior to entering each Project work area, to prevent the movement of aquatic and terrestrial invasive plant and animal species, fungi, their propagules and other biotic agents.
- (c) All equipment and vehicles driven and/or operated in or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the CDFW jurisdictional area. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream or where fluids or other material may enter the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.
- (e) Vehicles shall not be driven where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in this Agreement, and as necessary to complete the authorized work.
- (f) Vehicles, heavy equipment, and other machinery shall be inspected for the presence of undesirable species and cleaned prior to on-site use to reduce the risk of introducing exotic plant or animal species into the Project site.

## 2.7 Fill/Spoil.

- (a) Spoil storage sites shall not be located within the stream, or where spoil could be washed into the stream. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) All excavated material shall only be temporarily stockpiled within the Project work area.
- (c) Permittee shall cover temporary stockpiles with plastic sheeting or visquine to prevent rainy or windy conditions from eroding loose soils.
- (d) Fill shall be limited to the minimal amount necessary to accomplish Project activities. Excess fill material shall be moved off-site at Project completion.

- (e) All material used as rip rap, rock slope protection, or similar fill shall be composed of cleaned, natural rock. No asphalt, broken concrete, or other materials that are deleterious to fish and wildlife shall be included.

## 2.8 Erosion.

- (a) No work shall occur during or within 24 hours following significant rainfall events, defined as ¼ inch or more of rain in a 24-hour period.
- (b) All Project activity shall occur when the work area is naturally dry except as otherwise authorized by this Agreement for implementation of a diversion of flow around the Project construction area.
- (c) Permittee's ability to minimize siltation shall be the subject of preconstruction planning and feature implementation. Precautions to minimize siltation may require that the work site be isolated so that silt or other deleterious materials are not allowed to pass to downstream reaches.
- (d) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following Project implementation. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.

## 2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State", except as allowed by Avoidance and Minimization Measure 2.9(d)).
- (c) All Project-generated debris and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.
- (d) Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the stream bed or banks outside of those structures. No concrete shall be poured below the top of bank if the seven-day weather forecast indicates any chance of rain. At all times when 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. Poured concrete shall remain isolated from surface waters and allowed to dry/cure for a minimum of 30 days. CDFW may provide written approval of a variance to the curing time in this measure if Permittee monitors the pH of new concrete, using tap water, relative to the baseline, pre-Project pH of the work area, until it decreases to a level approved in advance by CDFW. No variance shall be implemented unless CDFW has provided approval in writing and in advance.

- (e) A Spill Response Plan shall be prepared and submitted to CDFW for written approval prior to the start of Project activities, and kept on-site during all phases of the Project. The Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of any spills. The cleanup of all spilled materials shall begin immediately.

2.10 Structures. Permittee confirms that all structures and installed features shall be properly aligned and otherwise engineered and installed to assure resistance to washout and to erosion of the stream bed, stream banks and/or fill, and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition. Structures shall be engineered to withstand high (i.e., 100-year) flows without failure.

2.11 Diversion/Dewatering. Permittee shall submit a Final Stream Diversion/Dewatering Plan to CDFW for written approval prior to implementation. In addition to final design, the Final Stream Diversion/Dewatering Plan must describe implementation detail according to the following:

- (a) Flow diversion shall be done in a manner that shall prevent pollution and/or siltation and provide flows to downstream reaches; flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life; said flows shall be of sufficient quality and quantity, and of appropriate temperature to support aquatic life, both above and below the diversion; and normal flows shall be restored to the affected stream immediately upon completion of work at that location.
- (b) Diversion materials shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction.
- (c) If it is necessary to dewater the work site, either by pump or by gravity flow, the suction end of the intake pipe shall be fitted with fish screens meeting

Department and National Marine Fisheries Service (NMFS) criteria to prevent entrainment or impingement of small fish:  
([http://www.CDFW.ca.gov/fish/Resources/Projects/Engin/Engin\\_ScreenCriteria.asp](http://www.CDFW.ca.gov/fish/Resources/Projects/Engin/Engin_ScreenCriteria.asp)).

- (d) Water pumped from the work area itself to maintain it in a dewatered state shall be pumped to a location above the bank where it will filter through vegetation back to the wetted channel.

### **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 Protective Measure listed below.

#### **3.1 Revegetation and Restoration.**

- (a) Permittee shall submit to CDFW a Final Revegetation Plan for approval at least 30 days prior to starting Project activity. The Final Revegetation Plan shall specifically identify all locally native plantings to be installed for the Project, and be consistent with the Project Description and requirements of Avoidance and Minimization Measure 2.5(b). Compensatory plantings shall be planted within one year following tree and shrub removal. Permittee shall provide supplemental water for no more than three years after planting, to meet the success criterion of the successful establishment of a minimum of 75% of trees planted after five (5) years. For a minimum of five (5) years Permittee shall submit Annual Monitoring Reports to CDFW by December 31 of each year following planting, documenting monitoring activity and the success of plantings in becoming established, including photo documentation. Annual reports shall describe any remedial actions required to meet the success criterion, such as subsequent plantings. Any subsequent remedial plantings shall start a new five-year monitoring and reporting period to document the successful establishment of those plantings. CDFW shall review Annual Reports and beginning with Year 5 post-planting shall determine whether establishment requirements have been met; if so, CDFW shall provide written documentation to Permittee.
- (b) Areas where vegetation is removed, and other bare areas created during Project activity, shall be seeded (using weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends or as otherwise approved in writing by CDFW.
- (c) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any

installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW.

#### **4 Reporting Measures**

Permittee shall meet each reporting requirement described below.

##### **4.1 Obligations of Permittee.**

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting described below.
- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement, and shall monitor the effectiveness of the Protective Measures.

##### **4.2 Reports. Permittee shall submit the following Reports to CDFW:**

- Work schedule, submitted to CDFW prior to Project commencement (Administrative Measure 1.8).
- Worker training documentation, submitted to CDFW within one (1) week of each training (Administrative Measure 1.9).
- Results of pre-activity surveys, including willow habitat information, submitted to CDFW at least one (1) week prior to the start of Project activity (Avoidance and Minimization Measures 2.3(a) and (c)).
- Results of plant surveys in areas of suitable habitat, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.3(b)).
- Results of surveys for foothill yellow-legged frog, submitted to CDFW within one (1) week following survey completion (Avoidance and Minimization Measure 2.3(e)).
- Results of bat surveys submitted to CDFW within 14 days following survey completion (Avoidance and Minimization Measure 2.3(f)).
- Results of surveys for nesting birds, if any work is scheduled during the avian nesting season, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.4(b)).
- A Relocation Report describing the establishment if relocated Munz' iris plants, one year following transplanting activity (Avoidance and Minimization Measure 2.5(e)).

- A Spill Response Plan, submitted to CDFW for written approval at least two (2) weeks prior to the start of Project activities (Avoidance and Minimization Measure 2.9(e)).
- A Stream Diversion/Dewatering Plan, submitted to CDFW for approval at least 30 days prior to implementing the Plan (Avoidance and Minimization Measure 2.11).
- A Final Revegetation Plan, submitted to CDFW for written approval at least 30 days prior to the start of Project implementation (Compensatory Measure 3.1(a)).
- Annual Reports of compensatory plantings, submitted to CDFW by December 31 of each year for a minimum of five years after initial planting (Compensatory Measure 3.1(a)).
- A seed mixture to be used to control erosion, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 3.1(b)).
- A Final Project Report to be submitted within 30 days after Project construction is completed. The report shall summarize the Project and address the implementation of each Protective Measure included in this Agreement. Before, during, and after photo documentation of the Project site shall be included in the report.

## CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit all schedules, survey results, reports, and/or plans required by this Agreement in hard copy to the address below; Permittee may additionally submit those materials electronically by email to the CDFW contact identified below (or subsequent contact) **and** to [R4LSA@wildlife.ca.gov](mailto:R4LSA@wildlife.ca.gov).

### To Permittee:

Benjamin Ruiz, Jr.  
Tulare County Resource Management Agency  
5961 South Mooney Boulevard  
Visalia, California 93277  
Phone: (559) 624-7134  
[BRuiz@co.tulare.ca.us](mailto:BRuiz@co.tulare.ca.us)

To CDFW:

California Department of Fish and Wildlife  
Region 4 – Central Region  
1234 East Shaw Avenue  
Fresno, California 93710  
Attn: Lake and Streambed Alteration Program – Charles Walbridge  
Notification No. 1600-2016-0143-R4  
Phone: (559) 243-4014 extension 352  
Fax: (559) 243-4594  
Charles.Walbridge@wildlife.ca.gov

**LIABILITY**

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

**SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

**ENFORCEMENT**

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this 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, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. 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 this 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 this 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 this 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 fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

## **TRANSFER AND ASSIGNMENT**

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this 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 this 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 fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this 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 fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (FGC, § 1605, subd. (f)).

## **EFFECTIVE DATE**

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at [http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall remain in effect for four (4) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

## **CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE**

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the CEQA Initial Study with Mitigated Negative Declaration (IS/MND) prepared by the Tulare County Resource Management Agency as the Lead Agency for Bear Creek Road over Rancheria Creek Bridge Project (State Clearinghouse (SCH) No. 2016031049), approved by Tulare County Resource Management Agency on October 13, 2016.

CDFW shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

## **EXHIBITS**

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

- Figure 1. Project Location USGS Quad Map
- Figure 2. Bridge Project and Iris Relocation Areas
- Figure 3. Revegetation Location: Kaweah Oaks Preserve

## **AUTHORITY**

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

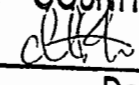
**CONCURRENCE**

The undersigned accepts and agrees to comply with all the provisions of this Agreement.

**TULARE COUNTY  
BOARD OF SUPERVISORS  
FOR TULARE COUNTY RESOURCE  
MANAGEMENT AGENCY**

  
Benjamin Ruiz, Jr.

J. STEVEN WORTHLEY

APPROVED AS TO FORM:  
COUNTY COUNSEL  
By  2018  
5/30/18  
Deputy

June 12, 2018  
Date

**FOR CALIFORNIA DEPARTMENT OF FISH AND  
WILDLIFE**

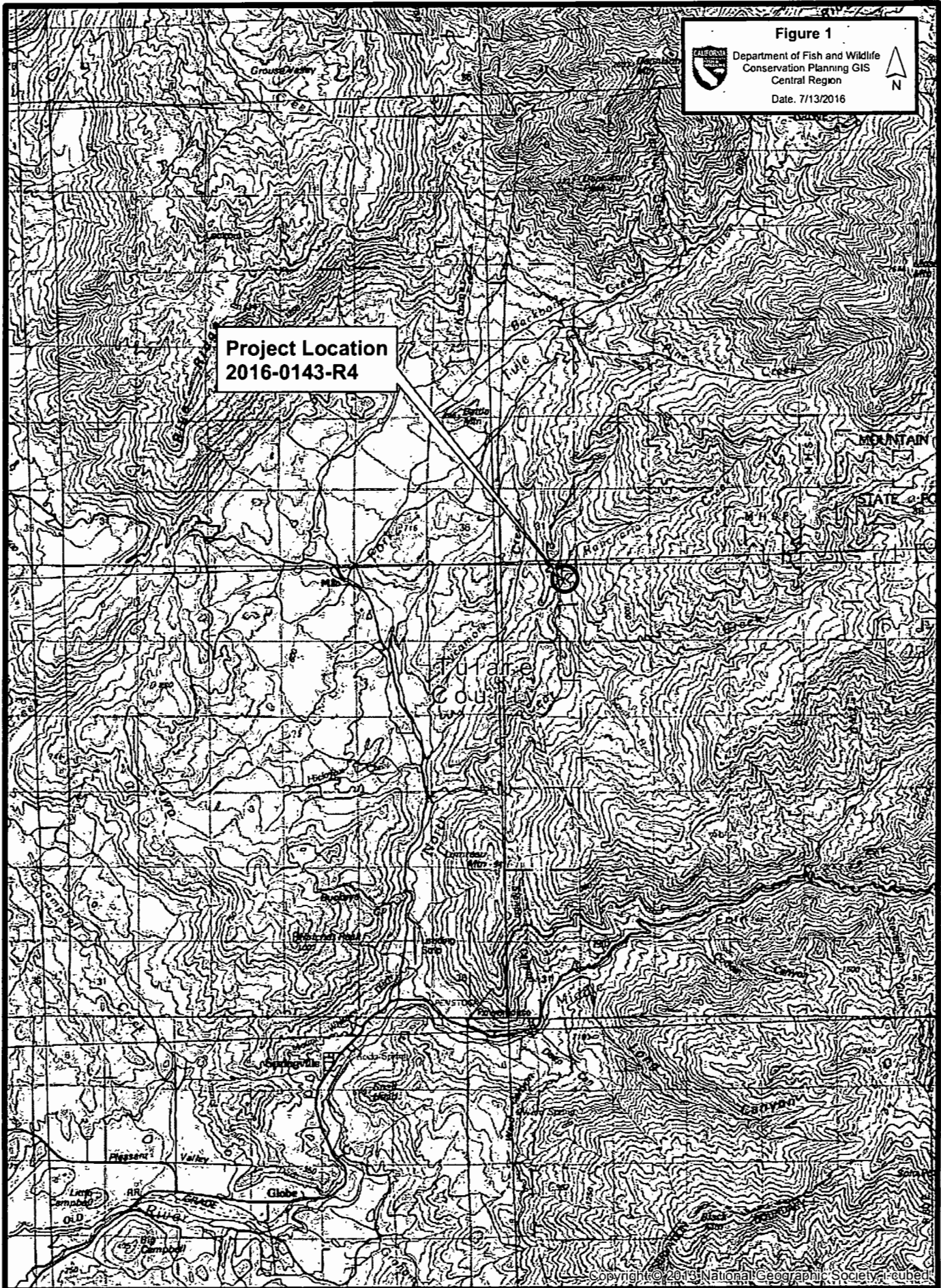
  
Julie A. Vance  
Regional Manager – Central Region

6/22/18  
Date

**Figure 1**

**Exhibit A**

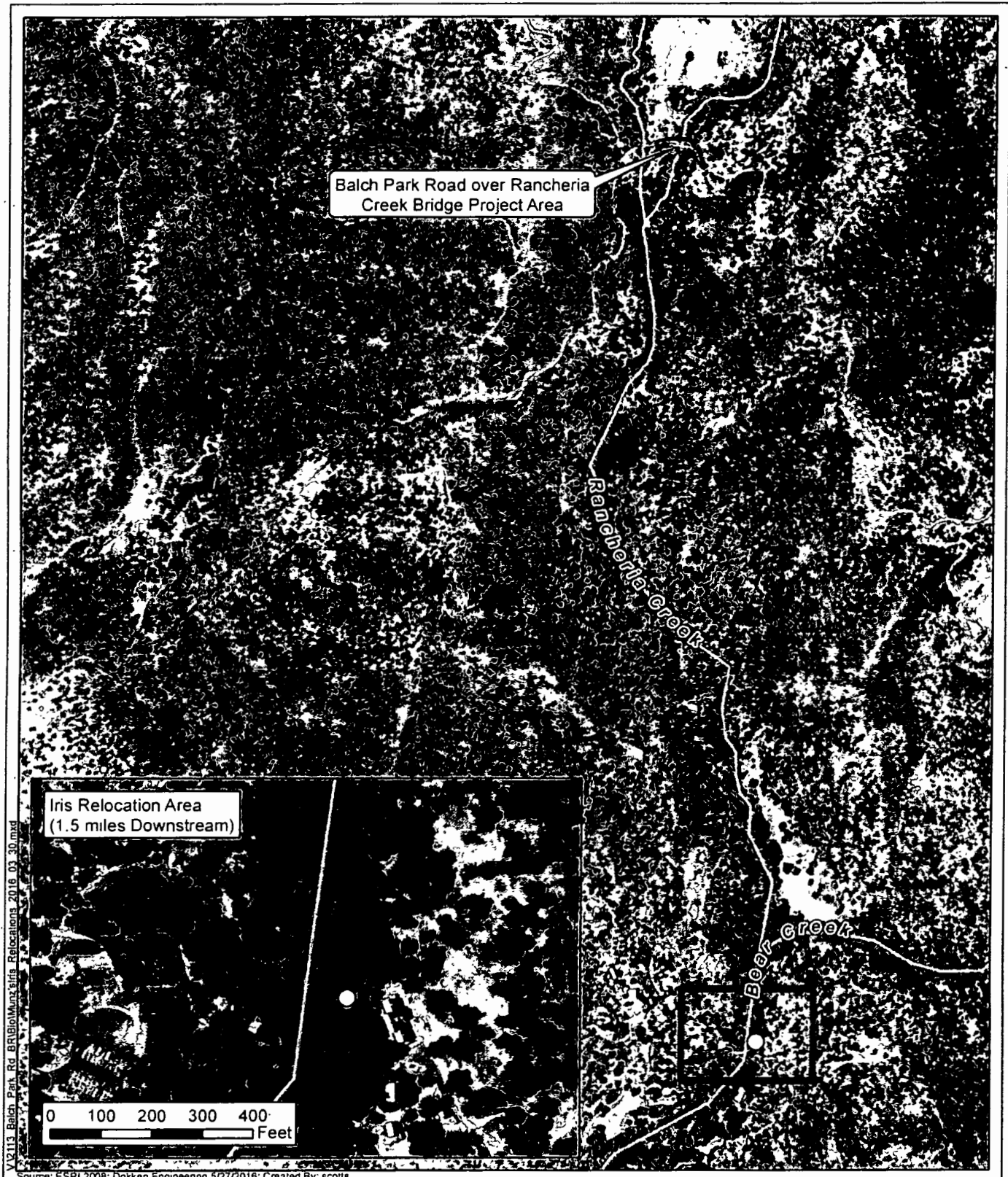
**Figure 1**  
Department of Fish and Wildlife  
Conservation Planning GIS  
Central Region  
Date: 7/13/2016



0 1 2 Miles

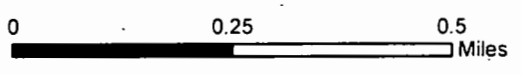
# Figure 2

Exhibit B



VV2113 Balch Park Rd BR(Bio)Mans Iris Relocations 2016\_03\_30.mxd

Source: ESRI 2008; Dokken Engineering 5/27/2016; Created By: scotts



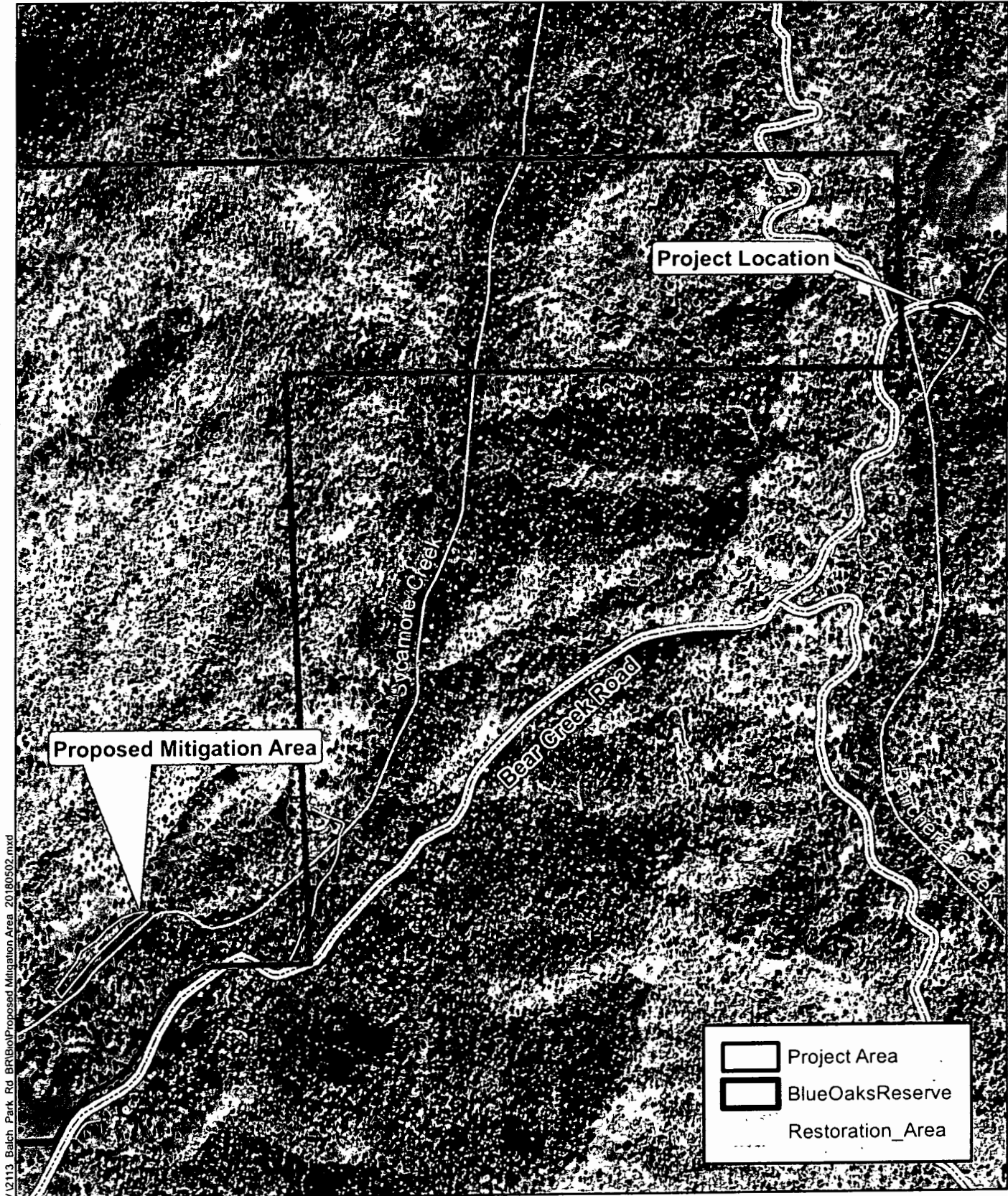
**Figure 3**  
**Iris Relocation Area**

BRLO-5946 (117)  
Balch Park Road over Rancheria Creek Bridge Project  
Bridge No. 46C-0162  
Tulare County, California

Figure 3

Exhibit C





V:\2113 Balch Park Rd BR\Bio\Proposed Mitigation Area 20180502.mxd

Source ESRI World Street Maps Online, Dokken Engineering 5/3/2018, Created By: adellias

### Proposed Mitigation Area

BRLO-5946 (117)  
 Balch Park Road over Rancheria Creek Bridge Project  
 Bridge No. 46C-0162  
 Tulare County, California