CALIFORNIA DEPARTMENT OF FISH AND GAME

BAY DELTA REGION
POST OFFICE BOX 47
YOUNTVILLE, CALIFORNIA, 94599

STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2009-0361-R3

SANTA CLARA VALLEY WATER DISTRICT
STREAM MAINTENANCE PROGRAM

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Game (DFG) and Santa Clara Valley Water District (Permittee) as represented by Marc Klemencic.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified DFG on October 13, 2009 that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The Stream Maintenance Program is located within portions of 75 creeks (59 within the Santa Clara Basin and 16 within the Pajaro Basin) and 7 canals as described in Exhibit A, titled "Santa Clara Valley Water District Stream Maintenance Program Creeks and Canals", all within the jurisdiction of the Santa Clara Valley Water District, in the County of Santa Clara, State of California. The USGS 7.5 Minute Quadrangles for SCVWD facilities are shown in Exhibit B, titled "USGS 7.5 Minute Quadrangles for SCVWD Facilities".

PROJECT DESCRIPTION

The project is limited to routine maintenance on the creeks, channels, and basins under the Permittee's jurisdiction as described in the Final Environmental Impact Report (FEIR) for the Multi-Year Stream Maintenance Program (SMP), dated August 2001. Routine maintenance shall be defined as those periodically scheduled and implemented activities necessary to maintain the water transport capacity of stream channels and maintain the structural and functioning integrity of existing flood control and sediment detention structures on or affecting streams.

Maintenance activities which both parties agree may be considered "routine" are described below, and include sediment removal, vegetation management, bank protection, minor activities of limited size, and mitigation activities, limited to giant reed removal and bank stabilization mitigation. Routine maintenance activities, when performed on the channel(s) and work area(s) specified in the FEIR and as updated in the Permittee's GIS database for the SMP, and in accordance with the procedures described below, shall not require further notice to, or agreement with, DFG. Routine maintenance activities covered under this SAA include:

A. Sediment Removal
Sediment removal occurs when the accumulated sediment (1) reduces flood water conveyance capacity, (2) prevents facilities or associated structures from functioning as intended, and/or (3) impedes fish passage and access to fish ladders. The Permittee estimates that over the course of the ten year SMP, an average of 80,000 cubic yards of sediment will be removed from an average of 16 miles of stream per year, and an average of less than 1,000 cubic yards of sediment will be removed from canals. In the life of the SMP so far, an average of 50,000 cubic yards of sediment has been removed from an average of 9 miles of stream per year (including canals).

B. Vegetation Management
Vegetation management removes plant growth which blocks channels or which reduces flood flows. In addition, vegetation is managed to control invasive non-native species, control weeds at revegetation sites, to protect levees and concrete linings from plant roots, to meet local fire codes, to provide visual clearance of a facility, and to provide access along maintenance roads. Frequency of vegetation management varies from annual to every few years. Vegetation management includes mechanical, hand control, and herbicide application.

C. Bank Protection
Bank protection consists of repairing stream banks that are eroding or are in need of preventative erosion protection. Bank protection may be implemented when the problem (1) causes or could cause significant damage to a property or adjacent property, (2) is a public safety concern, (3) adversely affects transportation or recreational use, (4) adversely affects water quality or beneficial uses, or (5) adversely affects riparian habitat. The Permittee estimates that an

average of one linear mile of stream banks may be repaired each year at a range of 30-50 works sites.

Bank repairs include installing "hard" structures that significantly limit, if not preclude, riparian growth and biotic potential (i.e. cellular confinement system; cellular confinement system with vortex weirs; rock blankets; boulder rip-rap; boulder rip-rap with soil and revegetation; boulder rip-rap with soil and revegetation and vortex rock weirs; concrete crib walls; concrete crib walls with vortex rock weirs). No more than 50% of bank repairs in any given year shall use "hard" or impervious structure designs. In addition, bank repairs include installing "soft" structures that do not preclude or significantly limit riparian vegetation and biotic potential (i.e. earth repair, live construction; live construction with boulder toe protection; contour wattling; contour wattling with boulder toe protection; brush mattress; brush mattress with boulder toe protection; surface matting; surface matting with boulder toe protection; root wads and boulders). Bank repairs may also consist of installing a combination of "hard" and "soft" structures (i.e. live log crib wall; live log crib wall with vortex rock weir).

D. Minor Activities

Minor maintenance activities include the following as long as the activity results in less than 0.05 acres of impact to riparian or wetland based on the State's 1-parameter wetland definition (an exception to the 0.05 acre limit of impact is described herein for sediment removal at stream gauges): trash removal; installation of fences and gates; repairs to restore previously constructed access roads and levees; grading of no more than 0.05 acre within 1602 jurisdiction to improve drainage and reduce erosion; repair to existing structures such as replacement of concrete linings and culverts; sediment removal at stream gauges (limited to removal of maximum of 25 cubic yards of sediment), outfalls, culverts, flap gates, tide gates, inlets, grade control structures, fish ladders, and fish screens; graffiti removal; tree pruning along maintenance roads; irrigation, weeding, tree planting, and other maintenance at mitigation sites; removal of obstructions to flow at bridges, streamflow measuring stations, box culverts, storm drain outfalls and drop structures; tree pruning along fence lines; removal of trees in danger of falling, fallen trees, and associated debris to maintain channel capacity; and ground squirrel and rodent control with traps, smoke bombs, and pesticides.

Routine maintenance is understood not to include any new work other than described above. Routine maintenance does not include the following: sediment removal and vegetation management on stream reaches above the 1,000-foot elevation contour which is above the reservoirs; hardscape bank protection projects which occur in high quality fisheries habitat or existing high quality riparian habitat; and any sediment removal, wetland vegetation control, or removal of in-channel trees in Llagas Creek downstream of Highway 152 to the confluence with the Pajaro River and in the Pajaro

River within Santa Clara County; and mitigation activities associated with new wetland creation.

Mitigation activities described below, when performed on the channel(s) and work area(s) specified in the FEIR dated August 2001, shall not require further notice to or agreement with, DFG:

A. Giant Reed Removal
Giant reed removal, a non-native, invasive species found in riparian areas, will be removed from 125 acres in the county. Revegetation with site appropriate, native species shall be implemented as described in Attachment B (Giant Reed Control Program Mitigation and Monitoring Plan), of Appendix B (Mitigation Monitoring and Reporting Program) of Exhibit C, titled "Appendices for the Final Permit Package for the Multi-Year Stream Maintenance Program" and dated February 2002.

B. Bank Protection Mitigation
On a project-by-project basis, revegetation shall occur at varying mitigation ratios depending on the method of bank stabilization used. There are 29 methods that range from being self-mitigating to having a mitigation ratio of 3:1. These methods and the corresponding mitigation ratios are described in Appendix A (Bank Protection) of Exhibit C.

All other mitigation activities, including those associated with the Mitigation Monitoring and Reporting Program as described in Appendix B of Exhibit C, including but not limited to land acquisition projects for the Stream Watershed Protection Program (Attachment A (Stream and Watershed Protection Program Mitigation and Monitoring Plan) of Appendix B of Exhibit C) and wetland creation projects, are not covered under this Agreement and shall require coordination and notification with DFG prior to implementation.

Prior to the implementation of the SMP, it was estimated that during the ten-year life of the SMP, approximately 106 acres of fresh water wetlands, 30 acres of tidal wetlands, and 66 acres of riparian vegetation would be impacted. Project impacts were to be counted on a one-time basis. Repetitive or overlapping stream maintenance activities in the same section or areas of creek were not to be progressively added to the total area of impact. The following lists each of the mitigation requirements for one-time project impacts (designated by A, B, C, etc.), with the mitigation status for each of the requirements as of October 2009 nested beneath (designated by a, b, c, etc.):

A. 30 acres of tidal wetland restoration
    a. 30 acres of mitigation credits obtained in Santa Clara Basin; deficit 0 acres
B. 14 acres of freshwater wetland creation
    a. 7 acres of mitigation credits obtained in Santa Clara Basin; deficit 3 acres
    b. 5 acres of mitigation credits obtained in Pajaro Basin; surplus 1 acre

C. 125 acres of giant reed (*Arundo donax*) removal
    a. 99.5 acres mitigation credits obtained (non-basin specific); deficit 25.5 acres
D. Approximately 100 miles of smooth cordgrass (*Spartina alterniflora*) monitoring and up to 10 acres of removal
    a. 10 acres of mitigation credits obtained (non-basin specific); deficit 0 acres (one more year of clone treatment required in December 2010)
E. 92 acres of mitigation credit under the Stream and Watershed Land Preservation Program (S&WP), composed primarily of land acquisition for protection in perpetuity, with some restoration (based on ratios of 10:1 and 15:1, approximately 820-1080 acres to be acquired to meet the mitigation credit requirement)
    a. 10 acres of mitigation credits obtained in Santa Clara Basin; deficit 71 acres of mitigation credits
    b. 10 acres of mitigation credits obtained in Pajaro Basin; deficit 1 acre of mitigation credits
F. Purchase of 108 acres for California red-legged frog (*Rana aurora draytonii*) and western pond turtle (*Actinemys marmorata marmorata*) habitat protection (may be part of acquisition under the S&WP)
    a. 56 acres of mitigation credits obtained; deficit 52 acres

The SAA consists of the Project Description (above), Conditions (below), and Exhibits A-F (below). The SAA shall expire on December 31, 2014.

PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially adversely affect are listed in Exhibit D (Potentially Impacted Species).

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

I. Impacts to bed, channel, or bank; effects on habitat structure

1. Permanent or temporary loss of natural bed or bank
2. Change in contour of bed, channel or bank
3. Change in gradient of bed, channel or bank
4. Accelerated channel scour
5. Temporary loss of bank stability during construction
6. Increase of bank erosion during construction
7. Change in composition of channel materials
8. Soil compaction or other disturbance
9. Restriction or increase in sediment transport
10. Exposure of concrete sills on structures

II. Impacts to water quality

1. Change in turbidity
2. Chronic and stochastic increases of sedimentation to streams
3. Change in pH
4. Change in water temperature
5. Change in dissolved oxygen (DO)
6. Contaminants:
    a. Short-term release *(e.g. incidental from construction)*
    b. Release of leachate *(e.g. concrete, creosote, wood preservatives, etc.)*

III. Impacts to bed, channel, or bank; more direct effects on fish, wildlife, and their habitat

1. Loss or decline of riparian and/or emergent marsh habitat
2. Colonization by exotic plant or animal species
3. Creation of predatory fish habitat
4. Loss or decline of instream channel habitat
5. Loss of or decline instream woody material
6. Loss or decline of natural bed substrate
7. Direct take of fish and other aquatic species, including redds
8. Direct impacts from sediment removal on benthic organisms
9. Disruption to nesting birds and other wildlife:
    a. Direct take or
    b. Disturbance from project activity
10. Loss of or decline of aquatic species' habitat: migration corridors, spawning or rearing areas
11. Loss of wildlife connectivity to water source
12. Temporary loss or impediment of terrestrial animal species travel routes due to temporary structures such as survey tape, sandbags, erosion protection materials etc.
13. Change in shading or insulation leading to vegetative change
14. Long-term impact of hardened bank structure failure

IV. Impacts to natural flow: effects on habitat structure and process

1. Change in stream flow (Q)
2. Diversion of flow water from stream activity site or around activity site
3. Dewatering
4. Rewatering

5. Change in flow depth, width or velocity
6. Flow deflection
7. Loss of pools or riffles
8. Change in percolation
9. Change in fluvial geomorphology
10. Cumulative effect when other diversions on the same watercourse are considered

V. Impacts to natural flow: direct effects on fish and wildlife and their habitat

1. Direct take of aquatic species from pumps
2. Impediment to migration of aquatic and terrestrial species
3. Direct (seasonal) loss of resources for aquatic organisms
4. Entrapment in isolated pools due to loss of water surface elevation

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, readily available at the project site at all times and shall be presented to DFG personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement, and all related notification materials, 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. All such persons shall sign off that they have read and fully understand the above-referenced materials.

1.3 Notification of Conflicting Provisions. Permittee shall notify DFG if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, DFG shall contact Permittee to resolve any conflict.

1.4 Project Site Entry. Permittee agrees that DFG personnel may enter the project site at any time to verify compliance with the Agreement.

1.5 Permitee's Right to Enter. To the extent that any provisions of this Agreement provide for activities that require the Applicant to traverse another owner's property, such provisions are agreed to with the understanding that the Applicant possesses the legal right to so traverse. In the absence of such right, any such provision is void.

1.6 Agreement Coverage. This Agreement pertains only to the 1602 jurisdiction of those creeks and basins listed in the Final Environmental Impact Report (FEIR) for the Multi-Year Stream Maintenance Program, dated August 2001, as shown in Exhibit A, and as updated in the Permittee's GIS database for the SMP.

1.7 Activities Covered under Agreement. Only those activities specifically identified in the project description above may be conducted under this Agreement.

1.8 Activities Requiring Additional Notification. The Permittee shall submit separate written notification for a separate Agreement pursuant to Section 1602 of the California Fish and Game Code, together with the required fee prescribed in the current DFG's Streambed Alteration Agreement fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where:

a. The proposed work does not meet the criteria established for routine maintenance in the project description above,
b. The proposed work was not included in the Annual Notification of Proposed Work (due May 1) or in the second submittal of additionally proposed projects (due July 1),
c. The nature of proposed work is substantially modified from that described in the Annual Notification of Proposed Work and in this Agreement. Minor modifications may be submitted via email to the Environmental Scientist for approval on a project by project basis,
d. Work is proposed at a location where DFG advises the Permittee that conditions affecting fish and/or wildlife resources on the site have substantially changed or such resources would be adversely affected by the proposed activity,
e. The proposed work will adversely impact a State of California (State) or federally listed rare, threatened, endangered, candidate, or fully protected species.

1.9 Changed Conditions. If, in the opinion of DFG, conditions arise or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures are taken. DFG will identify specifically deleterious conditions and required corrective measures, if applicable.

1.10 Endangered Species Acts. The Applicant is required to comply with all applicable state and federal laws, including the California and Federal Endangered Species

Acts. This Agreement does not authorize the take of any state or federally listed species. Liability for any take or incidental take of such listed species remains the responsibility of the Applicant for the duration of the project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.

1.11 Legal Compliance. This Agreement does not constitute any form of authorization, permit, biological opinion, or compliance with the requirements and provisions of any other statute, regulation, requirement, or ordinance respective to the protection or conservation of fish and wildlife resources. Those statutes include, but are not limited to the California Environmental Quality Act, the California Endangered Species Act, or the Federal Endangered Species Act. Should it be determined by DFG or the Permittee that a state or federally-listed threatened, endangered, proposed or candidate species or its critical habitat is present at any of the proposed work sites, the Permittee shall contact the appropriate State and/or Federal agency. Work will not be allowed until the listed species concerns have been resolved. If the work requires that the species is removed, disturbed, or otherwise impacted, the Permittee shall obtain the appropriate State and/or Federal permits.

1.12 Termination of Agreement. This Agreement may be terminated by either party at any time but no such termination shall become effective until 30 days after the non-terminating party has been duly notified in writing. Upon termination, the provisions of Section 1602 of the California Fish and Game Code shall govern the activities of the parties.

1.13 Non Transferable. This Agreement is not transferable to subsequent owners of the project property. This Agreement shall pertain to the Permittee's stream maintenance activities only. The Permittee shall not perform stream maintenance activities within jurisdiction of Section1602 of the California Fish and Game Code on behalf of other entities or agencies under this Agreement.

1.14 Violations. Any violations of the terms of this Agreement may result in the project being stopped, a citation being issued, or charges being files with the Permittee Attorney. Contractors and subcontractors may also be liable for violating the conditions of this Agreement.

2. Avoidance and Minimization Measures

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

2.1 Best Management Practices. All conditions stated in the Best Management Practices (BMP) Table as described in Appendix C (Best Management Practices) of Exhibit C and updated in the annual Lessons Learned process shall be followed,

unless otherwise conditioned herein. Any updates to the BMP Table resulting from the annual Lessons Learned process shall be submitted to DFG for approval in writing or via email prior to their implementation.

2.2 Salt Marsh Harvest Mouse and California Clapper Rail. Minimum qualifications for biological monitors working in salt marsh harvest mouse (SMHM) (*Reithrodontomys raviventris*) and California clapper rail (CCR) (*Rallus longirostris obsoletus*) habitat (referred to in this Agreement as SMHM Monitors and CCR Monitors) shall include a combination of academic training and professional experience in biological sciences, related resource management activities, and previous experience working in SMHM and CCR habitat and shall be approved by DFG (in writing or via email).

2.2.1 SMHM and CCR Monitoring. Within 7 days prior to work in suitable habitat for SMHM and CCR, any areas designated for SMP activities that include grading, ground or vegetation disturbance, sediment removal, bank protection, vegetation management, operation of large equipment, staging, or access shall be surveyed for these species by SMHM and CCR Monitors. SMHM and CCR Monitors shall be present during all project activities described above within areas suitable for these species to avoid mortality or injury to individual SMHM and CCR, and to minimize disturbance to the habitat. SMHM and CCR Monitors shall ensure compliance with the measures provided in this Agreement. The SMHM and CCR Monitors shall inspect each activity area daily immediately before activities begin and continually monitor in advance of the work crew. At any time that SMHM or CCR is found in the work area, work shall cease until the animal moves out of the work area. No handling of SMHM or CCR is permitted at any time.

2.2.2 Authority of SMHM and CCR Monitors to Stop Work. The Permittee and its contractors and agents working in SMHM and CCR habitat shall provide SMHM and CCR Monitors with the express authority to order any immediate changes in Project activities that are necessary to avert a risk of imminent mortality or injury to SMHM and/or CCR, and to stop any activity that cannot be or has not been brought into immediate compliance. DFG shall be notified the same day or within 24 hours of circumstances that led biological monitors to halt work or to otherwise avert threatened mortality or injury to SMHM and/or CCR.

2.2.3 Rodent Control in SMHM Habitat. Rodent control activities in SMHM habitat shall be limited to live trapping efforts only. Rodenticide shall not be used within habitat suitable for SMHM or CCR. All live traps shall be Havahart traps with dimensions of openings measuring no smaller than 2 inches X 1 inch to allow any SMHM that inadvertently enter the trap to easily escape. All live traps shall be placed outside of pickleweed and above high tide line. All live traps shall be restricted to the outboard side of any levees or access roads whenever possible.

2.2.4 Vehicles in SMHM Habitat. A SMHM Monitor shall inspect for SMHM underneath

any vehicle that is parked for 30 minutes or more immediately prior to moving the vehicle. Operation of all vehicles, including cars and small trucks, shall be limited to speeds of less than 15 miles per hour in all areas suitable for SMHM.

2.2.5 SMHM and CCR Orientation. SMHM and CCR Monitors shall conduct an orientation program for all persons, including Permittee staff, its contractors, and agents who will work in SMHM and CCR habitat. The program shall consist of a brief presentation about the biology of the SMHM and CCR, including a discussion of the biology of the SMHM and CCR, the habitat needs of these species, and their status under California Endangered Species Act and the Fish and Game Code. A fact sheet containing this information shall also be prepared and distributed. Upon completion of the orientation, employees shall sign a form stating that they have completed the training. These forms shall be submitted to DFG.

2.2.6 Reporting of SMHM on Site. Personnel, including Permittee staff, its contractors, and agents who detect any species of mouse on site shall immediately report their finding to a SMHM Monitor. Work shall cease until the animal moves out of harm's way as determined by the SMHM Monitor.

2.2.7 Reporting of CCR on Site. Personnel, including Permittee staff, its contractors, and agents who detect CCR on site shall immediately report their finding to a CCR Monitor. Work shall cease until the animal moves out of harm's way as determined by the CCR Monitor.

2.2.8 Injury or Mortality to SMHM or CCR. If the Permittee or any of its employees, contractors, or agents injures or kills an individual SMHM or CCR, or finds any such animal injured or dead, all project activities in the work area shall immediately cease and DFG and U.S. Fish and Wildlife Service shall be notified by telephone within 30 minutes of the discovery.

2.2.9 Cell Phones. All SMHM and CCR Monitors shall be supplied with cellular phones for the purpose of efficient communication in SMHM and CCR habitat.

2.3 California Tiger Salamander. Minimum qualifications for biological monitors working in California tiger salamander (CTS) (*Ambystoma californiense*) habitat (referred to in this Agreement as CTS Monitors) shall include a combination of academic training and professional experience in biological sciences, related resource management activities, and previous experience working in CTS habitat and shall be approved by DFG (in writing or via email).

2.3.1 Take of CTS. No take of CTS (defined in Section 86 of the California Endangered Species Act as "hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill") is permitted under this Agreement. Any activities resulting in take of CTS shall require either a Consistency

Determination (Section 2080.1) or an Incidental Take Permit (Section 2081) from DFG.

2.3.2 CTS Monitoring. Between November 1 and July 31, any areas suitable for CTS designated for SMP activities that include grading, ground disturbance, mowing, sediment removal, bank protection, operation of large equipment, access, or staging shall be surveyed for CTS by a CTS Monitor within 3 days prior to work. Areas suitable for CTS shall be surveyed by a CTS Monitor within 7 days prior to weed-whacking activities. Between August 1 and October 31, any areas suitable for CTS designated for the above-referenced activities shall be surveyed for CTS by a CTS Monitor within 7 days prior to work. If CTS are found during the preconstruction survey window or during project activities, all work shall cease immediately and no further work shall proceed at the project site under this Agreement. Any remaining work to be done shall only be completed upon finalization of a 2081 Incidental Take Permit and separate 1602 Agreement. CTS Monitors shall ensure compliance with the measures provided in this Agreement.

2.3.3 Authority of CTS Monitors to Stop Work. The Permittee and its contractors and agents working in CTS habitat shall provide CTS Monitors with the express authority to order any immediate changes in Project activities that are necessary to avoid take (as defined in condition 2.3.1) of CTS, and to stop any activity that cannot be or has not been brought into immediate compliance. DFG shall be notified the same day or within 24 hours of circumstances that led biological monitors to halt work or to otherwise avert threatened mortality or injury to CTS.

2.3.4 Rodent Control Activities in CTS Habitat. Rodent control activities in CTS habitat shall be limited to live trapping efforts only. All live traps shall be Havahart traps with dimensions of openings measuring no smaller than 2 inches X 1 inch to allow any CTS that inadvertently enter the trap to easily escape.

2.3.5 Vehicles in CTS Habitat. A CTS Monitor shall inspect for CTS underneath any vehicle that is parked for 30 minutes or more immediately prior to moving the vehicle. Operation of all vehicles, including cars and small trucks, shall be limited to speeds of less than 15 miles per hour in all areas suitable for CTS.

2.3.6 CTS Orientation. CTS Monitors shall conduct an orientation program for all persons, including Permittee staff, its contractors, and agents who will work in CTS habitat in a way that all workers understand. This requirement must be complete before any work begins and applies to all workers, including any new workers that are brought on site to commence work. The program shall consist of a brief presentation about the biology of CTS, including a discussion of the general behavior of CTS, the habitat needs of this species, sensitivity of CTS to human activities, its status under CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures

described in this Agreement. A fact sheet containing this information shall also be prepared and distributed. Upon completion of the orientation, employees shall sign a form stating that they have completed the training. These forms shall be submitted to DFG upon DFG's request.

2.3.7 Reporting of CTS on Site. At any time that any salamander is found in the work area, work shall cease. A CTS Monitor shall be contacted immediately. The CTS Monitor shall make a species identification. If CTS are confirmed on the project site, work shall not resume under this Agreement, and DFG and the U.S. Fish and Wildlife Service shall be contacted immediately.

2.3.8 Injury or Mortality to CTS. If the Permittee or any of its employees, contractors, or agents injures or kills an individual CTS, or finds any such animal injured or dead, all project activities in the work area shall immediately cease and DFG and U.S. Fish and Wildlife Service shall be notified within 30 minutes by telephone or email of the discovery.

2.3.9 Cell Phones. All CTS Monitors shall be supplied with cellular phones for the purpose of efficient communication in CTS habitat.

2.4 Dead or Injured Listed Species. Any dead or injured threatened, endangered (federal or state) or fully protected animal shall be turned over to DFG's forensic lab in Santa Cruz (attn: Pam Swift). A written report detailing the time, location, and general circumstances under which a dead or injured individual SMHM, CCR, or CTS was found shall be submitted to DFG and the U.S. Fish and Wildlife Service no later than five business days following the incident.

2.5 California Red-Legged Frog. Within 7 days prior to work in suitable habitat for California red-legged frog, any areas designated for SMP activities, including grading, ground or vegetation disturbance, sediment removal, vegetation management, bank protection, rodent control, staging, access, or operation of large equipment shall be surveyed for California red-legged frog by a qualified biologist. If California red-legged frogs are found during the 7-day preconstruction survey window or during project activities, all work shall cease immediately and DFG contacted. No further work shall proceed at the project site under this Agreement unless approved by DFG. Any remaining work to be done may require a separate 1602 Agreement at the DFG's discretion. If any California red-legged frogs are found, DFG shall be contacted immediately.

2.5.1 Vehicles in California-Red Legged Frog Habitat. A biologist shall inspect for California red-legged frog underneath any vehicle that is parked for 30 minutes or more immediately prior to moving the vehicle. Operation of all vehicles, including cars and small trucks, shall be limited to speeds of less than 15 miles per hour in all areas suitable for California red-legged frog.

2.6 San Francisco Dusky-Footed Woodrat. For projects occurring within suitable habitat for San Francisco dusky-footed woodrat (*Neotoma fuscipes annectens*), a Permittee biologist shall survey the project site within two weeks prior to SMP activities for nests and evidence of San Francisco dusky-footed woodrat activity (i.e., feces, urine stations, fresh sticks added to nest structures, used entryways under nest structures). A biologist shall determine an appropriate buffer distance based on the type of work being conducted. If any San Francisco dusky-footed woodrats are detected within the project area during construction, all work shall cease within the vicinity of the individuals until they move out of the area of active construction. If any San Francisco dusky-footed woodrat nests can not be avoided, the Permittee shall contact DFG for further guidance. No nest disturbance or removal is authorized under this Agreement.

2.7 Giant Reed in San Francisco Dusky-Footed Woodrat Habitat. Any stockpiles of giant reed (*Arundo donax*) stored more than 24 hours must be sorted by hand prior to being hauled away to minimize impacts to San Francisco dusky-footed woodrat. If individuals of San Francisco dusky-footed woodrat are found, all work shall cease in the vicinity of the individuals until they move out of the area of work. If the individuals fail to move out of the area of work, the Permittee shall contact DFG for further guidance.

2.8 Western Pond Turtle. For projects occurring within suitable habitat for western pond turtle (*Actinemys marmorata marmorata*), a qualified biologist shall survey the project site within 7 days prior to SMP activities for western pond turtle. If any type of turtles are detected within the project area during construction, all work shall cease within the vicinity of the turtle until a qualified biologist can move the individual(s) to the nearest appropriate habitat as determined by the qualified biologist.

2.9 Bats. For project occurring within suitable habitat for nesting or roosting bat species, a Permittee biologist shall survey the project site within 2 weeks prior to SMP activities for signs of bat presence (visual or auditory cues, urine staining, feces). Bats shall not be disturbed without specific notice to and consultation with DFG. DFG reserves the right to provide additional provisions to this Agreement designed to protect nesting and/or roosting bats.

2.10 Nesting Birds. If construction, grading, tree or shrub removal, or other project-related improvements are scheduled during the nesting season of protected raptors and migratory birds (January 15 to August 31), a focused survey for active nests of such birds shall be conducted by a qualified biologist (as determined by a combination of academic training and professional experience in biological sciences and related resource management activities) within 2 weeks prior to beginning project-related activities. If a lapse in project-related work of 2 weeks or longer occurs, another focused survey will be required before project work can be reinitiated.

2.10.1 Buffers. In the event that an active bird nest is discovered in the work areas, or in adjacent areas considered to have the potential to be disturbed by construction, a protective buffer zone shall be established around the nest. A minimum 25-foot radius protective buffer zone for mowing or minimum 50-foot radius protective buffer zone for all other activities shall be established around the nest of any non-raptor, ground-nesting bird. A 50-foot radius protective buffer shall be established around nests in shrubs, tree, on structures, on equipment, etc., except for raptor nests. A 300-foot radius protective buffer zone shall be established around nests for hawks, owls, (including burrowing owls), herons, and egrets. Fencing or flagging shall be installed at the boundary of each new protective buffer zone. All protective buffer zones shall be maintained, and no entrance shall be allowed into protective buffer zones, until the nest becomes inactive. Buffer widths may be decreased in situations where the nature of activities is unlikely to disturb nesting birds. If monitoring shows that disturbance to actively nesting birds is occurring, buffer widths shall be increased until monitoring shows that disturbance is no longer occurring. If this is not possible, work shall cease in the area until young have fledged and the nest is no longer active.

2.11 Work Windows. The time period for completing the work subject to this Agreement shall be as described in BMP 0.1 in the BMP Table in Appendix C of Exhibit C. No new sediment removal and bank protection work shall start before June 15th or after October 15th of any year. Sediment removal and bank protection projects started before October 15th shall be at least 50% complete by October 15th in order to continue work until either October 30th or the first significant rainfall (defined as 0.5 inch of rain within a 24-hour period), whichever comes first. Prior to October 15th, the Permittee shall provide to DFG in writing or via email a list of all sediment removal and bank protection projects which will continue to be underway after October 15th. The Permittee shall provide to DFG in writing or via email notification when all sediment removal and bank protection projects are complete for the season.

Minor activities may be conducted in-channel at any time of year if the activity is necessary to provide immediate flood protection. These activities include removal of trash or debris that will impede flows, trash rack cleaning, and pier nose cleaning. These activities shall be conducted in a manner that is sensitive to the protection of aquatic resources.

Removal of in-stream vegetation by hand may be conducted between July 1 and March 1.

2.12 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they could be washed into the water or where they will cover aquatic or riparian vegetation.

2.13 Stockpiles of Giant Reed. Giant reed removed during the project shall not be stockpiled at any time within the wetted stream channel or where material may enter the wetted channel. Any giant reed piles stored within the non-wetted stream zone shall be removed no later than October 15th or the first significant rainfall (defined as 0.5 inch of rain within a 24-hour period), whichever comes first.

2.14 Staging of Materials. Staging and storage areas for equipment, materials, fuels, lubricants and solvents, shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the stream shall be positioned over drip-pans. Any equipment or vehicles driven and/or operated within or adjacent to the stream must be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life. Vehicles must be moved away from the stream prior to refueling and lubrication.

2.15 Hazardous Materials. Debris, soil, silt, bark, rubbish, slash, sawdust, 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 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 Applicant or any party working under contract, or with the permission of the Applicant, shall be removed immediately.

2.16 Drilling Materials. At no time shall drill cuttings, drilling mud, and/or materials or water contaminated with bentonite or any other substance deemed deleterious to fish or wildlife be allowed to enter the stream or be placed where they may be washed into the stream. Any contaminated water/materials from project activities shall be pumped or placed into a holding facility and removed for proper disposal.

2.17 Leached Chemical Materials. All pilings, support piers, abutments, and rock materials shall not contain toxic coatings, chemical antifouling products, or other treatments that may leach into the surrounding environment.

2.18 Removal of Materials Below High Water. Structures and associated materials not designed to withstand high seasonal flows shall be removed to areas above the high water mark before such flows occur.

2.19 Cape Ivy Disposal. Cape ivy (*Senecio mikanoids*) removed during the project shall be bagged and appropriately disposed of in a landfill. It shall not be used for composting or left otherwise exposed in or around the project site.

2.20 Disposal of Litter. The Permittee or any of its employees, contractors, or agents shall not dump any litter or construction debris within the riparian/stream zone. All

such debris and waste shall be picked up daily and properly disposed of at an appropriate site.

2.21 Erosion Control. Erosion control measures shall be utilized throughout all phases of operation where sediment runoff from exposed slopes threatens to enter waters of the State. At no time shall silt laden runoff be allowed to enter the stream or directed to where it may enter the stream.

2.22 Capping of Pipes. All pipes, culverts, or similar structures stored at the site for one or more overnight periods shall be securely capped prior to storage or inspected by a qualified biologist for any entrapped special-status species before the pipe is subsequently moved. If any special-status species are observed within a pipe, work in the area of that pipe shall cease and the U.S. Fish and Wildlife Service and DFG shall be contacted. Work in the area of the pipe shall not proceed until both agencies have given their approval for work to continue.

2.23 Operation of Equipment in Live Stream Channel. No equipment shall be operated at any time in live stream channels during sediment removal and bank protection projects. Minor maintenance activities shall be conducted from the top of bank and may, in the instance of the removal of very small amounts of material or in tidal situations, include the use of a bucket or clam in the live stream. The use of a bucket or clam for minor maintenance in a live stream shall occur only in cases where a Permittee biologist concurs that the limited use of a bucket or clam in the live stream will result in lesser impacts to water quality and aquatic life than the installation of a temporary stream bypass.

2.24 Turbidity. Turbidity as measured in Nephelometric Turbidity Units (NTUs) 100 feet downstream of the project site shall not increase above background levels by more than 5 NTUs (when receiving waters are less than 50 units), and a maximum of 10% of background (when receiving waters are greater than or equal to 50 NTUs).

2.25 Native Aquatic Vertebrate Rescues. In non-tidal channels where water is to be diverted prior to the start of work or during the installation of water diversion structures, native aquatic vertebrates shall be captured in the work area and relocated to the nearest appropriate reach of stream as determined by a qualified fishery biologist with all necessary State and Federal permits and who holds local Departmental authorization. Relocation of native aquatic vertebrates shall be conducted according to the methods described in Exhibit E, titled "Fish Relocation Guidelines" and in Exhibit F, titled "Aquatic Vertebrate Rescues".

2.26 Vegetation Removal or Disturbance. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations. Precautions shall be taken to avoid other damage to vegetation by people or equipment. The disturbed portions of any stream channel or lake margin within the high water mark of the

stream or lake should be restored to as near their original condition as possible or better.

2.27 Limits to Hardscape. No more than 50% of bank repairs in any given year shall use "hard" or impervious structure designs as defined in Exhibit G, titled "2010 Current List of Hardscape and Softscape".

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 Restoration. Restoration shall include the revegetation, seeding, or mulching of stripped or exposed areas.

3.2 Success Criteria for Bank Protection Planting. Success criteria for bank protection planting shall follow BMP 2.4 as described in the BMP Table of Appendix C of Exhibit C. Revegetation shall be considered successful and meeting full compliance if, at the end of five years, 70% of the original number of plants installed are alive and healthy, or at the end of five years, 50% of the number of plants installed are alive and healthy and the site has 50% absolute cover of native vegetation. Exceptions to these success criteria shall be considered on a case by case basis, with a site-specific proposal submitted to DFG via mail or email for review and approval.

3.3 Native Plantings. Revegetation and replacement plantings shall consist of locally collected native species. Collection of plant material for revegetation shall be done in a manner so as not to impact nesting migratory birds, consistent with Condition 2.18.

3.4 Plant Selection. Plant selection for revegetation shall be conducted according to the methods described on page 7 of Appendix A of Exhibit C.

3.5 Bank Stabilization. Bank stabilization mitigation shall occur within the appropriate planting season immediately following the year of impact, except as negotiated in an annual review process for specific areas and approved by DFG.

3.6 Mitigation Approval Process. Mitigation activities associated with those described in Appendix B of Exhibit C shall be submitted to DFG for review and approval prior to their implementation.

3.7 Mitigation Compliance. Requirements for compensatory mitigation required under the SMP shall not be considered met until signed and approved by DFG.

3.8 Conservation Easements. Mitigation activities associated with land acquisition, including the Permittee's Stream and Watershed Protection Program, shall include the development of a conservation easement to ensure the protection and preservation of wetland and riparian habitat in perpetuity. Any conservation easements developed by the Permittee for the purpose of mitigation under the SMP shall require the following:

3.8.1 All conservation easement language shall be reviewed, approved, and signed by the Permittee and DFG.

3.8.2 If the Permittee is the owner of the land containing the conservation easement, the holder of the conservation easement shall be a third entity. If a third entity is the owner of the land containing the conservation easement, the Permittee may opt, but is not obligated to be the holder of the conservation easement.

3.8.3 All conservation easements shall include DFG as Third Party Beneficiary.

3.8.4 All conservation easements shall not contain any undefined future impacts.

3.8.5 All conservation easements shall include a long-term management plan that includes any restoration, enhancement, or maintenance activities. The long-term management plan shall be reviewed and approved by DFG, and finalized and referenced in the conservation easement. The long-term management plan shall be implemented by the Permittee or the Grantor of the subject property in the conservation easement.

3.8.6 All conservation easements shall include a funding mechanism approved by DFG to cover the costs of all activities included in the long-term management plan.

3.8.7 All conservation easements shall be subject to DFG's legal review prior to DFG's approval.

3.9 Biodiversity monitoring plan. A Biodiversity Monitoring Program document as described in BMP 3.19 of the BMP Table in Appendix C in Exhibit C shall be submitted to DFG for review and approval within six months of finalization of this Agreement. The document shall be updated and address agencies' comments that were provided during review of the original version dated January 14, 2005. Once approved by DFG, the Permittee shall immediately begin implementation of the approved Biodiversity Monitoring Program.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 By May 1 of each year, the Permittee shall submit to DFG for review the Annual Notification of Proposed Work.

4.2 After May 1 and before June 15 of each year, the Permitee shall organize and conduct an interagency meeting to discuss the current year's proposed projects.

4.3 By July 1 of each year, the Permittee shall submit to DFG for review a second submittal of additionally proposed projects (if applicable). Additionally proposed projects will not be approved after July 1.

4.4 The Permittee shall notify DFG at any time each year by mail or via email if there is a change of more than 50% of the locations for the sediment and vegetation removal projects or if there is a change of more than 10% of the locations for bank protection projects.

4.5 By January 15 of each year, the Permittee shall submit to DFG a Post-Construction Report for work performed the previous work season. In addition to the reporting requirements listed in Appendix F of Exhibit C, this report shall include a list of individual minor maintenance activities that impact 0.01 acre or more of wetland and woody riparian vegetation.

4.6 By March 15 of each year, the Permittee shall organize and conduct an interagency meeting to discuss lessons learned from completed projects, discuss the performance of each SMP component, and discuss changes to procedures, techniques, or BMPs to further reduce impacts to resources. The Permittee shall submit to DFG a list of all maintenance projects completed within the preceding six months. Semi-annual lists will be submitted whether or not maintenance projects were conducted in the preceding six months. DFG may terminate this Agreement immediately if late lists are not submitted within 30 days of a written request from DFG. Due dates for submitting semi-annual reports shall be June 30 (December-May) and December 31 (June-November).

4.7 By January 15 of each year, the Permittee shall submit a post-season report to DFG summarizing activities conducted under the Biodiversity Monitoring Program and shall include the results of the biodiversity monitoring activities. Updated range maps of species monitored under the Biodiversity Monitoring Program shall be included in this report.

CONTACT INFORMATION

Any communication that Permittee or DFG submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or DFG specifies by written notice to the other.

To Permittee:

Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118
Fax: (408) 979-5657
mklemencic@valleywater.org

To DFG:

Department of Fish and Game
Bay Delta Region
P.O. Box 47
Yountville, CA 94599
Attn: Lake and Streambed Alteration Program – Tami Schane
Notification #1600-2009-0361-R3
(415) 831-4640 (call same number ahead of time to arrange fax time)
tschane@dfg.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

Nothing in the Agreement limits or otherwise affects DFG's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other federal, state, or local laws or regulations before beginning the project or an activity related to it.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 et seq. (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

DFG may amend the Agreement at any time during its term if DFG determines the amendment is necessary to protect an existing fish or wildlife resource.

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

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter DFG approves the transfer or assignment in writing.

The transfer or assignment of the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to DFG a completed DFG "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall submit to DFG a completed DFG "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in DFG's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). DFG shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend the Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project the Agreement covers (Fish & G. Code, § 1605, subd. (f)). .

EFFECTIVE DATE

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

TERM

This Agreement shall expire on December 31, 2014, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

A. Exhibit A. Santa Clara Valley Water District Stream Maintenance Program Creeks and Canals
B. Exhibit B. USGS 7.5 Minute Quadrangles for SCVWD Facilities
C. Exhibit C. Appendices for the Final Permit Package for the Multi-Year Stream Maintenance Program
D. Exhibit D. Potentially Impacted Species
E. Exhibit E. Fish Relocation Guidelines
F. Exhibit F. Aquatic Vertebrate Rescues
G. Exhibit G. 2010 Current List of Hardscape and Softscape

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

This Agreement authorizes only the project described herein. If Permittee begins or completes a project different from the project the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify DFG in accordance with FGC section 1602.

CONCURRENCE

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

FOR SANTA CLARA VALLEY WATER DISTRICT

Marc Klemencic
Chief Operating Officer, Watersheds

1-10-11
Date

FOR DEPARTMENT OF FISH AND GAME

Scott Wilson
Environmental Program Manager

January 12, 2011
Date

Prepared by: Tami Schane
Environmental Scientist

Date Prepared: April 7, 2010
Date Revised: October 14, 2010
Date Revised: December 2, 2010
Date Revised: December 13, 2010
Date Revised: January 6, 2011

FOR DEPARTMENT USE ONLY				
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
10/13/09	$ 1,200.00	$		1600-2009-0361

CK# 166777
SCVWD

Schane

STATE OF CALIFORNIA
DEPARTMENT OF FISH AND GAME
Nores

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

Complete EACH field, unless otherwise indicated, following the enclosed instructions and submit ALL required enclosures. Attach additional pages, if necessary.

Fish & Game
OCT 13 2009
Yountville

1. APPLICANT PROPOSING PROJECT

Name	Marc Klemencic, Chief Operating Officer, Watersheds		
Business/Agency	Santa Clara Valley Water District (SCVWD)		
Street Address	5750 Almaden Expressway		
City, State, Zip	San Jose, CA 95118-3614		
Telephone	(408) 265-2600	Fax	(408) 979-5657
Email			

2. CONTACT PERSON (*Complete only if different from applicant*)

Name	Shree Dharasker, SCVWD Environmental Management Unit Manager		
Street Address	5750 Almaden Expressway		
City, State, Zip	5750 Almaden Expressway, San Jose, CA 95118-3614		
Telephone	(408) 265-2600	Fax	(408) 979-5657
Email	sdharasker@valleywater.org		

3. PROPERTY OWNER (*Complete only if different from applicant*)

Name	Santa Clara Valley Water District		
Street Address	5750 Almaden Expressway		
City, State, Zip	5750 Almaden Expressway, San Jose, CA 95118-3614		
Telephone	(408) 265-2600	Fax	(408) 979-5657
Email			

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name	Multiyear Routine Stream Maintenance Program, (see notification R3-2001-0119)
B. Agreement Term Requested	☑ Regular (*5 years or less*) ☐ Long-term (*greater than 5 years*)

C. Project Term		D. Seasonal Work Period		E. Number of Work Days
Beginning (*year*)	Ending (*year*)	Start Date (*month/day*)	End Date (*month/day*)	
2009	2012	06/15	10/15	270.00

5. AGREEMENT TYPE

Check the applicable box. If box B, C, D, or E is checked, complete the specified attachment.		
A.	☐ Standard *(Most construction projects, excluding the categories listed below)*	
B.	☐ Gravel/Sand/Rock Extraction (*Attachment A*)	*Mine I.D. Number:* _____
C.	☐ Timber Harvesting (*Attachment B*)	THP *Number:* _____
D.	☐ Water Diversion/Extraction/Impoundment (*Attachment C*)	*SWRCB Number:* _____
E.	☑ Routine Maintenance (*Attachment D*)	
F.	☐ DFG Fisheries Restoration Grant Program (FRGP)	*FRGP Contract Number:* _____
G.	☐ Master	
H.	☐ Master Timber Harvesting	

6. FEES

Please see the current fee schedule to determine the appropriate notification fee. Itemize each project's estimated cost and corresponding fee. ***Note: The Department may not process this notification until the correct fee has been received.***

	A. Project	B. Project Cost	C. Project Fee
1			
2			
3			
4			
5			
		D. Base Fee *(if applicable)*	$1,200.00
		E. TOTAL FEE ENCLOSED	$1,200.00

7. PRIOR NOTIFICATION OR ORDER

A. Has a notification previously been submitted to, or a Lake or Streambed Alteration Agreement previously been issued by, the Department for the project described in this notification?

☑ Yes (*Provide the information below*) ☐ No

Applicant: Stanley Williams Notification Number: R3-2001-0119 Date: 07/08/02

B. Is this notification being submitted in response to an order, notice, or other directive ("order") by a court or administrative agency (including the Department)?

☑ No ☐ Yes (*Enclose a copy of the order, notice, or other directive. If the directive is not in writing, identify the person who directed the applicant to submit this notification and the agency he or she represents, and describe the circumstances relating to the order.*)

☑ *Continued on additional page(s)*

8. PROJECT LOCATION

A. Address or description of project location.

(*Include a map that marks the location of the project with a reference to the nearest city or town, and provide driving directions from a major road or highway*)

The project is routine maintenance of creeks in the jurisdiction of the Santa Clara Valley Water District, throughout Santa Clara County. see Maps 1 and 4, showing District creeks and projected work. Tables 1a is a list of creeks on which projected work occurs Table 1b is a list of all District Creeks.

☑ *Continued on additional page(s)*

B. River, stream, or lake affected by the project.	75 creeks, 59 in Santa Basin & 16 in Pajaro basin, 7 canals
C. What water body is the river, stream, or lake tributary to?	San Francisco Bay and Monterey Bay see maps
D. Is the river or stream segment affected by the project listed in the state or federal Wild and Scenic Rivers Acts?	☐ Yes ☑ No ☐ Unknown
E. County	Santa Clara County

F. USGS 7.5 Minute Quad Map Name	G. Township	H. Range	I. Section	J. ¼ Section
see Table 2-quads and Table 3-township & range				

☑ *Continued on additional page(s)*

K. Meridian (*check one*) ☐ Humboldt ☑ Mt. Diablo ☐ San Bernardino

L. Assessor's Parcel Number(s)

There are numerous parcel numbers associated with the program. a schedule can be produced, but is not part of this application

☑ *Continued on additional page(s)*

M. Coordinates (*If available, provide at least latitude/longitude or UTM coordinates and check appropriate boxes)*

Latitude/Longitude	*Latitude:* 122 00 00	*Longitude:* 37 30 00	
	☑ Degrees/Minutes/Seconds	☐ Decimal Degrees	☐ Decimal Minutes
UTM	*Easting:*	*Northing:*	☐ Zone 10 ☐ Zone 11
Datum used for Latitude/Longitude or UTM	☐ NAD 27	☑ NAD 83 or WGS 84	

9. PROJECT CATEGORY AND WORK TYPE *(Check each box that applies)*

PROJECT CATEGORY	NEW CONSTRUCTION	REPLACE EXISTING STRUCTURE	REPAIR/MAINTAIN EXISTING STRUCTURE
Bank stabilization – bioengineering/recontouring	☑	☑	☑
Bank stabilization – rip-rap/retaining wall/gabion	☐	☑	☑
Boat dock/pier	☐	☐	☐
Boat ramp	☐	☐	
Bridge	☐	☐	☑
Channel clearing/vegetation management	☑	☐	☐
Culvert	☐	☑	☑
Debris basin	☐	☐	☑
Dam	☐	☐	☐
Diversion structure – weir or pump intake	☐	☐	☑
Filling of wetland, river, stream, or lake	☑	☑	☑
Geotechnical survey	☐	☐	☐
Habitat enhancement – revegetation/mitigation	☑	☑	☑
Levee	☐	☐	☑
Low water crossing	☐	☐	☐
Road/trail	☐	☐	☑
Sediment removal – pond, stream, or marina	☑	☐	☐
Storm drain outfall structure	☐	☑	☑
Temporary stream crossing	☑	☐	☐
Utility crossing : Horizontal Directional Drilling	☐	☐	☐
Jack/bore	☐	☐	☐
Open trench	☐	☐	☐
Other *(specify)*:	☐	☐	☐

10. PROJECT DESCRIPTION

A. Describe the project in detail. Photographs of the project location and immediate surrounding area should be included.

- Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be placed, built, or completed in or near the stream, river, or lake.
- Specify the type and volume of materials that will be used.
- If water will be diverted or drafted, specify the purpose or use.

Enclose diagrams, drawings, plans, and/or maps that provide all of the following: site specific construction details; the dimensions of each structure and/or extent of each activity in the bed, channel, bank or floodplain; an overview of the entire project area (i.e., "bird's-eye view") showing the location of each structure and/or activity, significant area features, and where the equipment/machinery will enter and exit the project area.

Please see Attachment Va, Summary of Requirements for Conducting Work in the Multi-year Stream Maintenance Program. This document is provided electronically. It gives a detailed description of the elements of the Program. In summary, the SCVWD Stream Maintenance includes four categories of work, bank protection, sediment removal, vegetation management and minor maintenance. Minor maintenance is limited work, broken up into 11 sub-categories:

installation of fences and gates;
repairs to restore access roads and levees;
grading small areas to improve drainage and reduce erosion;
repair to existing structures (e.g. replacement of concrete linings and culverts);
sediment removal at stream gages, outfalls, culverts, flap gates, tide gates, inlets, grade control structures, fish ladders, fish screens;
graffiti removal;
tree pruning along maintenance roads;
irrigation, weeding, replanting and other maintenance at mitigation sites; removal of obstructions to flow at bridges, streamflow measuring stations, box culverts, storm drain outfalls and drop structures;
removal of trees in danger of falling, fallen trees, and associated debris to maintain channel design capacity;
ground squirrel and rodent control with traps, smoke bombs, and pesticides.

☑ *Continued on additional page(s)*

B. Specify the equipment and machinery that will be used to complete the project.

Vegetation Management: backpack sprayers, truck mounted sprayer, chain saws, weed wackers, mowers, tractors with disc fitting, crew trucks
Sediment Removal and Bank Protection: loaders, dump trucks, crane, tractors, crew trucks, vacuum trucks, dewatering equipment including pumps, pipe, netting, fish protection enclosures
Minor Maintenance: same equipment as above but on a smaller scale

☐ *Continued on additional page(s)*

C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).	☑ Yes ☐ No (*Skip to box 11*)
D. Will the proposed project require work in the wetted portion of the channel?	☑ Yes (*Enclose a plan to divert water around work site*) ☐ No

11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, and bank of the river, stream, or lake, and the associated riparian habitat. Specify the dimensions of the modifications in length (linear feet) and area (square feet or acres) and the type and volume of material (cubic yards) that will be moved, displaced, or otherwise disturbed, if applicable.

The Program described long term temporary impacts to the channel and associated riparian vegetation. The approach to quantifying impacts was different for the various work types. For sediment removal the length was multiplied by the biologist field verified (approximate) wetland width was used to develop the impact area.

☑ *Continued on additional page(s)*

B. Will the project affect any vegetation? ☑ Yes (*Complete the tables below*) ☐ No

Vegetation Type	Temporary Impact	Permanent Impact
Wetland Freshwater and Tidal (Tables differentiate totals)	Linear feet: See Table 7 Total area: See Table 7	Linear feet: _____ Total area: _____
Riparian vegetation	Linear feet: See Table 6 Total area: See Table 6	Linear feet: _____ Total area: _____

Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
In-channel Hand Removal		primarily less than 6" dbh
Bank Protection (natives 3:1, non-native 2:1)		estimated 2-5 annually, 10-40" dbh

☑ *Continued on additional page(s)*

C. Are any special status animal or plant species, or habitat that could support such species, known to be present on or near the project site?

☑ Yes *(List each species and/or describe the habitat below)* ☐ No ☐ Unknown

See SMP FEIR biology section, the work has not substantively changed

☑ *Continued on additional page(s)*

D. Identify the source(s) of information that supports a "yes" or "no" answer above in Box 11.C.

SMP FEIR, SCVWD Biology staff

☐ *Continued on additional page(s)*

E. Has a biological study been completed for the project site?

☑ Yes (*Enclose the biological study*) ☐ No

Note: A biological assessment or study may be required to evaluate potential project impacts on biological resources.

F. Has a hydrological study been completed for the project or project site?

☑ Yes (*Enclose the hydrological study*) ☐ No

Note: A hydrological study or other information on site hydraulics (e.g., flows, channel characteristics, and/or flood recurrence intervals) may be required to evaluate potential project impacts on hydrology.

12. MEASURES TO PROTECT FISH, WILDIFE, AND PLANT RESOURCES

A. Describe the techniques that will be used to prevent sediment from entering watercourses during and after construction.

See Attachment Vc, Best Management Practices document (provided electronically), which contains the BMPs for all work conducted in the program. In particular, numbers 1.2, 1.3 , 1.4, 1.5, 1.8, 1.13, 1.14,1.16, 2.2 and 2.7 deal specifically with sediment control at construction sites.

☑ *Continued on additional page(s)*

B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and plant resources.

See Attachment Vc, Best Management Practices document (provided electronically), which contains the BMPs for all work conducted in the program. Several BMPs are intended to protect fish (0.1, 1.6, 3.1, 3.7, 3.8, 3.10, 3.11, 3.12, 3.15, 3.16, 3.18) wildlife, (3.1, 3.2, 3.6, 3.18, 3.20, 3.21) and vegetation (3.1, 3.3, 3.9,)

In addition, program language requires selection of bank protection sites that are appropriate to the site, given hydraulic and other conditions (BMP 2.3). Bank protection projects that have the minimum appropriate amount of hardscape are preferred. Mitigation is planted on site to the extent practical. Sites are monitored for success and are reported in the Post Construction Reports.

☑ *Continued on additional page(s)*

C. Describe any project mitigation and/or compensation measures to protect fish, wildlife, and plant resources.

The District has a Stream and Watershed protection Program in place to compensate for the significant residual impacts that cannot be avoided for sediment removal and vegetation management. The status of this program is provided annually in the Post Construction Report. Table 8 provides details of this status updated through May 2009.

Table 4 also provides detail of mitigation provided for each of the bank job conducted in the program through work season 2008. It also summarizes the total amount of work using each method. This information is also provided annually in the Post Construction Reports.

☑ *Continued on additional page(s)*

13. PERMITS

List any local, state, and federal permits required for the project and check the corresponding box(es). Enclose a copy of each permit that has been issued.

A.	Section 404 CWA	☐ Applied	☑ Issued
B.	San Francisco and Central Coast Regional Water Quality Control Boards	☐ Applied	☑ Issued
C.	Bay Conservation and Development Commission	☐ Applied	☑ Issued

D. Unknown whether ☐ local, ☐ state, or ☐ federal permit is needed for the project. (*Check each box that applies*)

☐ *Continued on additional page(s)*

14. ENVIRONMENTAL REVIEW

A. Has a draft or final document been prepared for the project pursuant to the California Environmental Quality Act (CEQA), National Environmental Protection Act (NEPA), California Endangered Species Act (CESA) and/or federal Endangered Species Act (ESA)?

☑ Yes (*Check the box for each CEQA, NEPA, CESA, and ESA document that has been prepared and enclose a copy of each*)

☐ No (*Check the box for each CEQA, NEPA, CESA, and ESA document listed below that will be or is being prepared*)

☐ Notice of Exemption	☐ Mitigated Negative Declaration	☐ NEPA document (*type*): _____
☐ Initial Study	☑ Environmental Impact Report	☐ CESA document (*type*): _____
☐ Negative Declaration	☐ Notice of Determination *(Enclose)*	☑ ESA document (*type*): Biological Opinion
☐ THP/ NTMP	☐ Mitigation, Monitoring, Reporting Plan	

B. State Clearinghouse Number (*if applicable*)	2000102055		
C. Has a CEQA lead agency been determined?	☑ Yes (*Complete boxes D, E, and F*)	☐ No (*Skip to box 14.G*)	
D. CEQA Lead Agency	Santa Clara Valley Water District		
E. Contact Person	Shree Dharasker	F. Telephone Number	(408) 265-2600

G. If the project described in this notification is part of a larger project or plan, briefly describe that larger project or plan.

☐ *Continued on additional page(s)*

H. Has an environmental filing fee (Fish and Game Code section 711.4) been paid?

☑ Yes (*Enclose proof of payment*) ☐ No (*Briefly explain below the reason a filing fee has not been paid)*

Note: If a filing fee is required, the Department may not finalize a Lake or Streambed Alteration Agreement until the filing fee is paid.

15. SITE INSPECTION

Check one box only.

☐ In the event the Department determines that a site inspection is necessary, I hereby authorize a Department representative to enter the property where the project described in this notification will take place at any reasonable time, and hereby certify that I am authorized to grant the Department such entry.

☑ I request the Department to first contact (*insert name*) Shree Dharasker at (*insert telephone number*) (408) 265-2600 to schedule a date and time to enter the property where the project described in this notification will take place. I understand that this may delay the Department's determination as to whether a Lake or Streambed Alteration Agreement is required and/or the Department's issuance of a draft agreement pursuant to this notification.

16. DIGITAL FORMAT

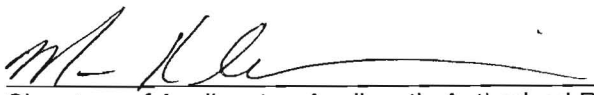
Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?

☑ Yes (Please enclose the information via digital media with the completed notification form)

☐ No

17. SIGNATURE

I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.



Signature of Applicant or Applicant's Authorized Representative

10/06/09

Date

Marc Klemencic

Print Name

II. Additional Pages to Notification for SMP Referenced by Number

4C.There are limited exceptions to the normal work season of June 15 to October 15, including aquatic herbicide application (begins July 1), potential extensions of work from October 15 to October 30, if no significant rainfall has occurred, minor maintenance above Ordinary High Water and certain limited work in-stream where the work is required for immediate flood protection, in-channel hand removal (all in-channel activities do not incorporated the use of machinery). Biological preconstruction survey requirements all apply to these tasks. The request can involve as many as 1095 total days (3 years), but is likely to be less. The regular work season would be 270 days (3 regular seasons)

7B. Greg Martinelli and Tami Shane direction the Santa Clara Valley Water District (District) to submit a new application for the SMP program that received 5 year authorization in 2001 (notification R3-2001-0119), and two extensions for 2008 and 2009.

8A, B, C. Please refer to the attached Map 1, showing Santa Clara County showing all creeks, major roads. The location of work is streams, water delivery canals, and any adjacent properly in Santa Clara County (County), California that the Santa Clara Valley Water District (District) owns or holds an easement for access and maintenance. The Program area is divided into two major hydrologic basins: the Santa Clara Basin draining the northern portion of the County to San Francisco Bay, and the Pajaro River Basin draining the southern portion of the County to Monterey Bay. Streams in the northeast portion of the County are not in the jurisdiction of the District, and are not in the Program area. Table 1a shows all creeks by basin with work projections. There are a few additional creeks may see minor maintenance and are also considered to be part of the program. Table 1b is a list of all the creeks on which SMP work can occur.

8F. Table 2 lists all the USGS 7.5 minute quads for the SMP. Map 2 provides a visual image of the same information. Table 3 shows all Township Range and Section by creek. Map 3 provides the same information. The labels are Township, Range and Section. For example, the label 08S02E21 describes Section 21 of Township 08S and Range 02E.

10A. Although the Program area covers all streams, canals and adjacent right-of-way within the District's jurisdiction, projections of routine maintenance work are for a smaller area. Maps 3 and 4 show the locations of projected work by type. Minor maintenance can occur in other creeks. All creeks in the district jurisdiction are shown on Map 1. Some of this work, the rodent control program, for example, is limited to levees and is further limited by biological requirements.

11A. In contrast, the vegetation management component impacts were calculated by the length and width of the work area multiplied by a work intensity factor. The return interval was also estimated. The original authorization for the program required reporting of individual projects in linear feet, comparing actual lengths of work to the original projected lengths. This allowed calibration of the actual work with the original projections without requiring detailed impact analysis for the annual work. The one-time accounting

assessment method remains the approach for assessing the impacts from permanent repetitive impacts; permanent mitigation is provided up front, work is spread out over many years and in most cases stream vegetation re-grows between maintenance events. Basically, this approach determines that a one-time assessment of impacts from routine maintenance activities adequately represents significant impacts of all future maintenance work in that same area, and a mitigation program is designed accordingly.

Tables 5a, b, and c were developed to compare the cumulative actual one-time lengths of work against the projections the three projected work types, sediment removal vegetation management herbicide and vegetation management hand removal. It provides cumulative data by creek and by watershed: total length of original projection, total projected length with no work, total work within projected reaches and work conducted outside projected areas. The program is set up to allow work outside of the projected area as long as there is an equal amount of work within the projected area that is not completed. Tables 5a, b, and c provide the summary tool to manage this requirement. As long as the column "Projected but No Work Competed" is less than the column "Work Completed but Not Projected" on a watershed basis, the program is in compliance. Because these tables are developed using the detailed Oracle Database for the program, any reach of any creek can be analyzed in detail and a table provided. Thus, the database provides the specific tool to manage compliance with the overall projections. To date, Tables 5a, c, and c show that all aspects of work are in compliance with this requirement.

The Bank Protection component of the program is designed as to provide mitigation annually in accordance with an approved Notice of Proposed Work (NPW). Table 4 provides a summary of the work conducted under this element of the program. The table includes actual work, all of which has been previously reported in the Post Construction Report (PCR). It provides the mitigation ratio and amount of mitigation provided for individual bank protection methods. This category of work has provided 1.88 acres of mitigation between 2002-2008.

11B. For purposes of analysis, the program described four vegetation types, tidal wetland, freshwater wetland, riparian and none of the above. Each project reach was assigned a vegetation type. Impacts in each category were then added together to develop the total projected impact of the program. Because of the nature of the work, all impacts were considered to be temporary but repetitive. Tables 6-8 show the detail from which the totals were derived for each work type, by vegetation type.

III. Permit Language Page

Per discussion with Tami Shane, Table 9 is a Matrix permit language discussion points in the existing Streambed Alteration Agreement (R3-2001-0119). This matrix provides a summary of various technical aspects of the language of the permits that the District would like to discuss as part of a new bridge permit.

State of California – The Natural Resources Agency **EDMUND G. BROWN, JR.**, *Governor*
DEPARTMENT OF FISH AND GAME
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
(707) 944-5520
www.dfg.ca.gov

January 12, 2011

Marc Klemencic
Santa Clara Valley Water District
5750 Almaden Expressway
San Jose, CA 95118

Subject: Final Lake or Streambed Alteration Agreement
Notification No. 1600-2009-0361-R3
Stream Maintenance Program

Dear Mr. Klemencic:

Enclosed is the final Streambed Alteration Agreement ("Agreement") for the Stream Maintenance Program (SMP). Before the Department may issue an Agreement, it must comply with the California Environmental Quality Act ("CEQA"). In this case, the Department, acting as a responsible agency, filed a notice of determination ("NOD") on January 12, 2011 based on information contained in the Final Environmental Impact Report for the Multi-Year Stream Maintenance Program (August 2001) the lead agency prepared for the Project.

Under CEQA, filing a NOD starts a 30-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 30-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Tami Schane, Environmental Scientist at (415)831-4640 or tschane@dfg.ca.gov.

Sincerely,

for Scott Wilson
Environmental Program Manager
Bay Delta Region

cc: Shree Dharasker
Lieutenant Nores
Tami Schane

Conserving California's Wildlife Since 1870

Rec'd 1/13/10 (Thurs)