

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
INLAND DESERTS REGION
3602 INLAND EMPIRE BLVD., SUITE C-220
ONTARIO, CA 91764



STREAMBED ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0109-R6

CITY OF RIVERSIDE – PUBLIC WORKS DEPARTMENT
LONG-TERM ROUTINE MAINTENANCE-TEQUESQUITE CREEK

This Long-term Routine Maintenance Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Riverside – Public Works Department (Permittee), represented by Michael Roberts.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on August 10, 2015, that Permittee intends to complete the project described herein.

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

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

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

PROJECT LOCATION

The Long-term Routine Maintenance Tequesquite Creek project (Project) is located within Tequesquite Creek, tributary to Santa Ana River, west of the existing terminus of Tequesquite Avenue, north of Santa Ana River Trail, in the City of Riverside, State of California; 33° 58' 33.0523", -117° 24' 3.3264" (Exhibit 1).

PROJECT DESCRIPTION

The Project consists of the long-term, routine maintenance of Tequesquite Creek and access roads adjacent to Tequesquite Creek. Within the Project footprint, Tequesquite Creek is a vegetated, earthen, trapezoidal channel, approximately 23 feet wide at the channel bottom and 62 feet wide at the top of the banks. Access roads run along the

northern and southern boundaries of the channel. Maintenance activities will be completed within a 500-linear foot section of Tequesquite Creek and the adjacent access roads. Maintenance activities to be completed by Permittee include the removal of sediment and vegetation from the channel bottom, removal of vegetation from the channel banks, and removal of vegetation from the 12-foot wide section of the access roads adjacent to the channel bank. Maintenance activities will occur as needed, but no less than once annually. Total impacts to areas subject to Fish and Game Code Section 1602 *et seq.* will not exceed 0.66 acre, including 0.66 acre within Tequesquite Creek. Typical equipment utilized would include, but is not limited to, hand tools, backhoes, long-reach excavators, dump trucks, and trailers. Excavated material will be temporarily stockpiled in an upland location. Appropriate erosion control measures will be implemented and maintained until the excavated material is placed into a dump truck for transport and offsite disposal.

PROJECT IMPACTS

Existing native fish and wildlife resources the project could potentially substantially adversely affect include: BIRDS – American crow (*Corvus brachyrhynchos*), American goldfinch (*Carduelis tristis*), American kestrel (*Falco sparverius*), American robin (*Turdus migratorius*), Anna's hummingbird (*Calypte anna*), ash-throated flycatcher (*Myiarchus cinerascens*), barn owl (*Tyto alba*), barn swallow (*Hirundo rustica*), Bewick's wren (*Thryomanes bewickii*), black phoebe (*Sayornis nigricans*), black-chinned hummingbird (*Archilochus alexandri*), black-crowned night-heron (*Nycticorax nycticorax*), black-headed grosbeak (*Pheucticus melanocephalus*), blue grosbeak (*Passerina caerulea*), Brewer's blackbird (*Euphagus cyanocephalus*), Bullock's oriole (*Icterus bullockii*), burrowing owl (*Athene cunicularia*), bushtit (*Psaltiriparus minimus*), California thrasher (*Toxostoma redivivum*), California towhee (*Pipilo crissalis*), Cassin's kingbird (*Tyrannus vociferans*), cliff swallow (*Petrochelidon pyrrhonota*), coastal California gnatcatcher (*Polioptila californica californica*), common raven (*Corvus corax*), common yellowthroat (*Geothlypis trichas*), Cooper's hawk (*Accipiter cooperii*), downy woodpecker (*Picoides pubescens*), great egret (*Ardea alba*), greater roadrunner (*Geococcyx californianus*), hooded oriole (*Icterus cucullatus*), house finch (*Carpodacus mexicanus*), house wren (*Troglodytes aedon*), killdeer (*Charadrius vociferous*), Lawrence's goldfinch (*Spinus lawrencei*), least Bell's vireo (*Vireo bellii pusillus*), lesser goldfinch (*Carduelis psaltria*), loggerhead shrike (*Lanius ludovicianus*), mallard (*Anas platyrhynchos*), mourning dove (*Zenaida macroura*), northern mockingbird (*Mimus polyglottos*), northern rough-winged swallow (*Stelgidopteryx serripennis*), Nuttall's woodpecker (*Picoides nuttallii*), red-shouldered hawk (*Buteo lineatus*), red-tailed hawk (*Buteo jamaicensis*), red-winged blackbird (*Agelaius phoeniceus*), Say's phoebe (*Sayornis saya*), song sparrow (*Melospiza melodia*), spotted towhee (*Pipilo crissalis*), tree swallow (*Tachycineta bicolor*), turkey vulture (*Cathartes aura*), western bluebird (*Sialia mexicana*), western kingbird (*Tyrannus verticalis*), white-crowned sparrow (*Zonotrichia leucophrys*), white-throated swift (*Aeronautes saxatalis*), yellow-breasted chat (*Icteria virens*), yellow-rumped warbler (*Dendroica coronata*), yellow warbler (*Dendroica petechia brewsteri*); FISH – arroyo chub (*Gila orcutti*), Santa Ana sucker (*Catostomus santaanae*); MAMMALS – Botta's pocket gopher (*Thomomys bottae*), California ground squirrel

(*Spermophilus beecheyi*), California myotis (*Myotis californicus*), coyote (*Canis latrans*), deer mouse (*Peromyscus maniculatus*), desert cottontail (*Sylvilagus audubonii*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*); REPTILES –side-blotched lizard (*Uta stansburiana*), western fence lizard (*Sceloporus occidentalis*); and all other fish and wildlife resources in the project vicinity.

The adverse effects the project could have on the fish and wildlife resources identified above include loss of nesting and foraging habitat. This Agreement authorizes impacts of up to 0.66 acre of Fish and Game Code section 1600 *et seq.* resources.

If additional impacts beyond those identified under this Agreement are anticipated or required, Permittee shall, in coordination with CDFW staff, submit either a new notification or an amendment to this Agreement, for the authorization of those impacts.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Annual Fees. The fees specified below are based on the Lake and Streambed Alteration Agreement and Fees, effective January 1, 2021, in California Code of Regulations, Title 14, section 699.5. Permittee shall pay fees below, unless the fee schedule is amended and the fee changes. **In the latter event, Permittee shall pay the new fee after it becomes effective.** This Agreement is subject to an annual fee (subject to change) for each project completed per calendar year for the term of the Agreement. The maintenance activities described above shall be considered a single “project” For purposes of this Agreement, a project involves 1 or more routine maintenance activities conducted at the same time. Each year, the Permittee shall determine the number of routine maintenance projects performed under this Agreement and shall submit to CDFW the associated fee total, based on the fee schedule in place at the time of payment (per California Code of Regulations, Title 14), for all the projects completed. Fee amounts are determined based on the year the fees are paid, not the year when activities are conducted.
- 1.2 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.3 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the project at the project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

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- 1.4 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take of any state and/or federally listed threatened, endangered, or fully protected species.
- 1.7 Take of Nesting Birds. Sections 3503, 3503.5, and 3513 of the Fish and Game Code (FGC) stipulate the following: Section 3503 states that it is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by FGC or any regulation made pursuant thereto; Section 3503.5 states that it is unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by FGC or any regulation adopted pursuant thereto; and Section 3513 states that it is unlawful to take or possess any migratory nongame bird except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act (MBTA) of 1918, as amended (16 U.S.C. 703 et seq.).

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 Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the biologist(s) (Designated Biologist(s)) responsible for conducting sensitive species surveys and monitoring Project activities. Permittee shall ensure the Designated Biologist(s) is qualified to perform the duties described below. Permittee shall ensure that the Designated Biologist(s) is knowledgeable and experienced in the identification, biology, natural history, collecting, and handling of appropriate species. The Designated Biologist(s) shall be responsible for monitoring activities addressed by this Agreement, including, but not limited to all activities that result in the clearing or grading of sensitive habitat as well as grading, excavation, and/or other ground-disturbing activities in areas subject to Fish and Game Code section 1602. The Designated Biologist(s) shall flag the limits of maintenance areas, perform necessary surveys, and take photographs during the maintenance activities, as required by this Agreement. To ensure compliance with the measures of this Agreement, the Designated Biologist(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable

measure to ensure compliance with the measures of this Agreement, and directly contact the appropriate agencies for consultation, if necessary. The Designated Biologist(s) shall halt construction activities if threatened or endangered species are identified and notify the appropriate agencies immediately.

- 2.2 Sensitive Species Surveys. No more than 24 hours prior to the initiation of Project activities, the Designated Biologist shall survey the project area, and a 100-foot buffer downstream of the project area, for sensitive species (species of special concern, threatened, endangered, etc.). If project activities are to occur within bird breeding season, the survey areas should be expanded to account for potential indirect affects (sound, vibrations, dust, etc.). If sensitive species are found within the project area or buffer, the Designated Biologist shall, in coordination with CDFW, prepare, implement, and maintain appropriate avoidance and minimization measures.
- 2.3 Work Period and Time Limits - Nesting Bird Plan - Bird Nesting Surveys. **Prior to commencement of initial maintenance activities, including site preparation and staging**, Permittee shall submit to CDFW for review a Nesting Bird Plan (NBP) that includes project specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the project complies with all applicable laws related to nesting birds and birds of prey. The NBP shall include, at a minimum: monitoring protocols; survey timing, duration, and locations; and project-specific avoidance and minimization measures such as project phasing and timing, implementation of buffers, monitoring of project-related noise, and installation of sound walls.
- 2.4 Best Management Practices. Permittee shall actively implement Best Management Practices (BMPs) to prevent erosion and the discharge of sediment and pollutants into streams during project activities. In addition, temporary storage sites shall be outfitted with BMPs to ensure stockpiled sediment and materials do not re-enter jurisdictional areas. BMPs shall be monitored and repaired if necessary to ensure maximum erosion, sediment, and pollution control. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within CDFW jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the project site shall be free of nonnative plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread. BMPs shall be removed from the project area upon completion of the project provided no materials or activities requiring the use of BMPs remain present or underway.
- 2.5 Invasive Plant Management. Permittee shall prevent the introduction of nonnative and invasive plants into the Project sites during ongoing activities through the

implementation and ongoing maintenance of appropriate BMPs. BMPs should include, but not be limited to, inspecting and cleaning of equipment prior to the initiation of maintenance activities (i.e. removing soil and debris from equipment and tools, including exteriors, undercarriage, and tires/tracks of vehicles/equipment) and the immediate removal and disposal of all nonnative and invasive plants removed from within the project sites.

- 2.6 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance. A Spill Prevention and Contingency Plan shall be prepared prior to the operation of heavy equipment.

2.6.1 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a lake, streambed, or flowing stream or be placed in locations that may be subjected to high storm flows.

2.6.2 Spoil sites shall not be located within a lake, streambed, or flowing stream or locations that may be subjected to high storm flows, where spoil shall be washed back into a lake, streambed, or flowing stream where it will impact streambed habitat and aquatic or riparian vegetation.

2.6.3 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 fish and wildlife resources resulting from project related activities shall be prevented from contaminating the soil and/or entering the waters of the State. These materials, placed within or where they may enter a lake, streambed, or flowing stream by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.

2.6.4 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into waters of the State. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any lake, streambed, or flowing stream.

2.6.5 No equipment maintenance shall be done within or near any lake, streambed, or flowing stream where petroleum products or other pollutants from the equipment may enter these areas under any flow.

3. Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, compensatory mitigation must be completed at least 30 days prior to initiating Project activities, or within 12 months of the effective date of this Agreement if a letter of credit or other form of security approved by CDFW is provided pursuant to Measure 3.2 below for all uncompleted obligations at least 30 days prior to initiating Project activities. Permittee shall implement Measure 3.1 below and each measure thereafter.

3.1 Habitat Re-establishment – Offsite (Mitigation Bank). To compensate for permanent impacts to 0.66 acres of fish and wildlife resources subject to Fish and Game Code section 1600 et seq., Permittee shall purchase no less than 1.32 acres of streambed and riparian habitat **re-establishment** credits through a CDFW-approved **mitigation bank** within the San Jacinto Watershed. Mitigation credits shall be purchased, and receipt provided to CDFW, **at least 30 days prior to the initiation of Project activities**, which includes staging and site preparation, unless security is provided pursuant to Measure 3.2.

3.2 Letter of Credit. If permanent protection and funding for perpetual management of compensatory habitat is not completed at least 30 days prior to initiation of Project activities, a Letter of Credit (LOC) in a form acceptable to CDFW, or other form of security approved by CDFW, in an amount sufficient to purchase 1.32 acres of streambed and riparian habitat re-establishment credits through a CDFW-approved mitigation bank within the San Jacinto watershed, shall be submitted **to CDFW for approval and shall be executed at least 30 days prior to initiation of Project activities**.

3.2.1 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval **prior to execution**. The LOC shall not be executed without CDFW's prior approval.

3.2.2 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC **at least sixty (60) days prior to the expiration date**.

3.2.3 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

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- 4.1 Annual Reporting of Maintenance Activities. Permittee shall submit a report to CDFW annually that describes the maintenance activities conducted within Tequesquite Creek during the previous calendar year. Each report shall include: (a) a summary of the annual maintenance activities conducted including: type of activity, time of year activities were conducted, duration of activities, methods/equipment used to conduct activities, quantity of sediment removed (if applicable), and quantity and type of vegetation removed; (b) a list of avoidance and minimization measures implemented during maintenance activities to protect fish and wildlife resources; and (c) before and after photographs of the maintenance areas. The first report summarizing annual maintenance activities is due to CDFW for the 2021 calendar year **no later than April 1, 2022**.
- 4.2 Long Term Agreement Status Report. Pursuant to FGC section 1605(g)(2), Permittee shall provide to CDFW a status report of the project every four years for the life of the Agreement. The status report shall be delivered to CDFW no later than 90 days prior to the end of each four-year period. **The first status report is due no later than June 15, 2025** and shall include all of the following information: (a) a copy of the original Agreement; (b) a status of the project activities covered by the Agreement; (c) an evaluation of the success or failure of measures in the Agreement to protect fish and wildlife resources that the project activities may substantially adversely affect; and (d) a discussion of any factors that could increase the predicted adverse impacts on fish and wildlife resources, and a description of the resources that may be adversely affected.
- CDFW shall review the status report and may conduct an onsite inspection to confirm that Permittee is in compliance with the Agreement and that the measures in the Agreement continue to protect fish and wildlife resources. If CDFW determines that the measures in the Agreement no longer protect the fish and wildlife resources that are being substantially adversely impacted by the project activities, CDFW, in consultation with Permittee, shall impose additional measures to protect the fish and wildlife resources affected by the project activities.
- 4.3 Notification at the Start and End of Work. **The Permittee shall notify CDFW, in writing, at least five (5) days prior to initiation of Project-related activities and at least five (5) days prior to completion of Project and mitigation activities.** Notification shall be sent to the email address: R6LSAReporting@wildlife.ca.gov, Reference # 1600-2015-0109-R6, and cc: Eric.Chan@wildlife.ca.gov.
- 4.4 Reporting. All surveys, pre- and post- construction notifications, monitoring reports, and any other required communication between the Permittee and CDFW shall be submitted in digital copy to R6LSAReporting@wildlife.ca.gov Reference # 1600-2015-0109-R6, and cc: Eric.Chan@wildlife.ca.gov. If CDFW requests hard copies of any documentation, Permittee shall mail to 3602 Inland Empire Blvd., Suite C-220, Ontario, CA 9764, Attn: Streambed Unit, Reference # 1600-2015-0109-R6.

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- 4.5 Notification to CNDDDB. If any special-status or listed species are/have been observed on or in proximity to the Project site, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings. The CNDDDB form is available online at: <https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data> . A digital copy of this information shall also be emailed within five days to CDFW as identified in Measure 4.6. Please reference Notification No. 1600-2015-0109-R6.
- 4.6 Compliance. CDFW may verify compliance with protective measures to ensure the accuracy of the Operator's mitigation, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Operator, interview the Operator's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.
- 4.7 Format of Reports. All Reports shall be submitted electronically and in hard copy if requested by CDFW. The electronic files shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the Project area and mitigation area.

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.

To Permittee:

Michael Roberts
City of Riverside – Public Works Department
3900 Main Street
Riverside, CA 92522
mdroberts@riversideca.gov

To CDFW:

Department of Fish and Wildlife
Inland Deserts Region
3602 Inland Empire Boulevard, Suite C-220
Ontario, CA 91764
Attn: Lake and Streambed Alteration Program
Notification #1600-2015-0109-R6
(909) 481-2945 (fax)
Eric.Chan@wildlife.ca.gov

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LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503

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(bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 5948 (obstruction of stream).

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

AMENDMENT

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

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

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

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EFFECTIVE DATE

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at:
<https://www.wildlife.ca.gov/Conservation/CEQA/Fees>

TERM

This Agreement shall expire on **April 9, 2031**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

Exhibit 1: Tequesquite Creek Maintenance Area - Site Plan/Project Impacts

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

**FOR CITY OF RIVERSIDE - PUBLIC WORKS
DEPARTMENT**

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Michael Moore
Interim City Manager

Date

FOR DEPARTMENT OF FISH AND WILDLIFE

Scott Wilson
Environmental Program Manager

Date

Prepared by: Eric Chan
Environmental Scientist

Approved as to Form:

By:



**Anthony L. Beaumont
Deputy City Attorney**

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EXHIBIT 1

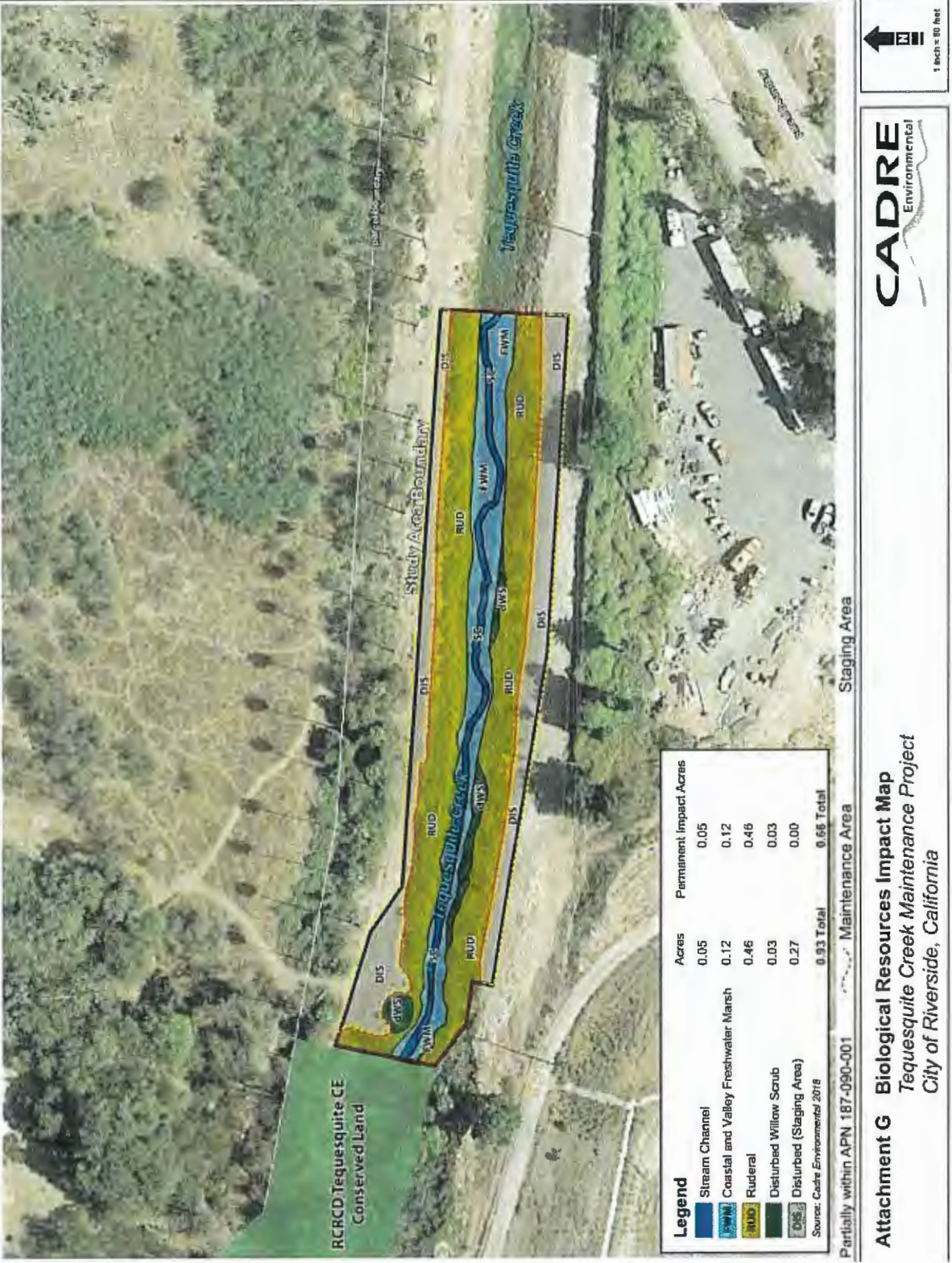


Exhibit 1: Tequesquite Creek Maintenance Area - Site Plan/Project Impacts

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EXHIBIT 2

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[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the [insert: "lake" or "streambed"] alteration agreement (No. [permit number]) for the [name of Project] issued by CDFW to the Applicant on [date] (No. [number]) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions [numbers] in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A.

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an "Authorized Representative" of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation/Reduction, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An "Authorized Representative" shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW's Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-

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2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[***Name of financial institution***]

By: _____
Name: _____
Title: _____
Telephone: _____

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ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [number issued by financial
institution]
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [Insert one of the following statements: "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." or "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S.
\$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the ____ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

5. **ATTACHMENT B**

IRREVOCABLE LETTER OF CREDIT NO. ***[number issued by financial institution]***

6. **CERTIFICATE FOR CANCELLATION**

To:

[Name of financial institution and address]

Re: ***[Insert: "Lake" or "Streambed"]*** Alteration Agreement (No. ***[permit number]***)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. ***[Insert one of the following statements:*** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." ***or*** "The Applicant has presented documentary evidence of compliance with the following Mitigation Requirement[(s)] referenced in paragraph 3 of the Credit: ***[insert brief description of requirement(s) or requirement number(s) completed]***." ***or*** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."***]***
2. ***[Insert one of the following statements:*** "CDFW therefore requests the cancellation of the Credit." ***or*** "CDFW therefore requests a reduction in the Principal Sum in the amount of \$ _____, thereby making the new Principal Sum \$ _____."***]***

[Insert one of the following statements: "Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of ***[month]***, ***[year]***." ***or*** "Therefore, CDFW has executed and delivered this Certificate for Reduction as of the ____ day of ***[month]***, ***[year]***."***]***

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____

[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]