

Notice of Exemption

To:

Office of Planning and Research
[CEQA Submit](#)

From:

Department of Fish and Wildlife
 Northern Region
 601 Locust Street
 Redding, CA 96001
R1LSARedding@wildlife.ca.gov



Project Title: Ronald Hart Replacement of Flume Structure (Notification of Lake or Streambed Alteration, No. EPIMS-SIS-45192-R1)

Project Location (Shasta): The project is located at an unnamed stream, a tributary to Wagon Creek, in Siskiyou County, California; Latitude 41.365822, Longitude - 122.394862; Section 25, Township 41N, Range 05W, Mount Diablo Base and Meridian; in the Mount Eddy U.S. Geological Survey (USGS) 7.5-minute quadrangle; Assessor's Parcel Number 021-700-150-000.

Project Description: The California Department of Fish and Wildlife has executed Lake and Streambed Alteration Agreement EPIMS Notification No. EPIMS-SIS-45192-R1, pursuant to Section 1602 of the Fish and Game Code to Ronald Hart.

Flume replacement work will include the use of a pond liner, wood timbers, sandbags and PVC pipe to temporarily (for approximately 3 weeks) contain and carry stream water alongside the flume location, but within the watercourse, from approximately 8-feet upstream to approximately 7-feet downstream of the flume. The downstream flow of the dewatered area will be supported through both existing water courses throughout the repair project. Concrete work will involve hand digging of footings and use of wood panels and steel stakes to form up for the concrete work. The rebar reinforced cement concrete will be placed into the footings, slab and 15-inch-high walls shown in, Exhibit A Flume plan in one continuous pour. The new flume will slope to match the existing grade and flow of the stream bed. After seven days of concrete cure time, removal of the temporary containment structures, and restoration of the stream flow to the new flume will occur. Adjustable wood panels will be used to control the flow balance between the ponds (directly through the flume) and the natural water course bypass. Minor vegetation removal will be required to access the site and accommodate equipment outside of the channel.

Public Agency Approving Project: CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

Person or Public Agency Carrying Out Project: Ronald Hart Flume Replacement

Exempt Status:

Statutory Exemption.

Categorical Exemption. Type – **Class 1; California Code of Regulations, title 14, section 15301**, The operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features, involving negligible or no expansion of

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existing or former use.



Reasons why the project is exempt: The project is for the replacement of an existing facility. No expansion is proposed for this project.

CDFW Contact Person: Dyana Judnick (Environmental Scientist),
R1LSARedding@wildlife.ca.gov

DocuSigned by:
Rebecca Garwood
Signature: _____ Date: 4/25/2024
B5D12ECE94324AF...
Rebecca Garwood, Environmental Program Manager

Date received for filing at OPR: _____

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 1 - NORTHERN
601 LOCUST STREET
REDDING, CA 96001



STREAMBED ALTERATION AGREEMENT
EPIMS-SIS-45192-R1
UNNAMED STREAM TRIBUTARY TO WAGON CREEK

STEVE LANNOY
RONALD HART
REPLACEMENT OF FLUME STRUCTURE

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Steve Lannoy (Permittee) as represented by Ronald Hart.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on November 16, 2023, 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 this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this 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 this Agreement.

PROJECT LOCATION

The project is located at an unnamed stream, a tributary to Wagon Creek, in Siskiyou County, California; Latitude 41.365822, Longitude - 122.394862; Section 25, Township 41N, Range 05W, Mount Diablo Base and Meridian; in the Mount Eddy U.S. Geological Survey (USGS) 7.5-minute quadrangle; Assessor's Parcel Number 021-700-150-000.

PROJECT DESCRIPTION

Flume replacement work will include the use of a pond liner, wood timbers, sandbags and PVC pipe to temporarily (for approximately 3 weeks) contain and carry stream water alongside the flume location, but within the watercourse, from approximately 8-foot upstream to approximately 7-foot downstream of the flume. The downstream flow of

the dewatered area will be supported through both existing water courses throughout the repair project. Concrete work will involve hand digging of footings and use of wood panels and steel stakes to form up for the concrete work. The rebar reinforced cement concrete will be placed into the footings, slab and 15-inch-high walls shown in, Exhibit A Flume plan in one continuous pour. The new flume will slope to match the existing grade and flow of the stream bed. After seven days of concrete cure time, removal of the temporary containment structures, and restoration of the stream flow to the new flume will occur. Adjustable wood panels will be used to control the flow balance between the ponds (directly through the flume) and the natural water course bypass. Minor vegetation removal will be required to access the site and accommodate equipment outside of the channel. The above description is hereafter referenced as the Project.

PROJECT IMPACTS

CDFW has determined that without implementation of the conditions contained within this Agreement, Project activities could adversely affect existing fish or wildlife resources including, but not limited to migratory birds, fisher (*Pekania pennanti*), Cascades frog (*Rana Cascadae*), other aquatic species, and special status plants Oregon fireweed (*Epilobium oreganum*) and Subapline aster (*Eurybia merita*).

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

Impacts to water quality:

- Increased sedimentation (chronic or episodic)
- Increased water temperature
- Increased turbidity
- Short-term release of contaminants incidental from construction and
- Increased pH

Impacts to bed, channel, or bank and direct effects on fish, wildlife, and their habitat:

- Direct impacts on benthic organisms
- Impediment to movement of aquatic and terrestrial species and
- Disturbance from Project activity

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

- Diversion of flow from activity site
- Indirect impacts
- Impediment of up- or down-stream migration
- Damage to aquatic habitat function
- Diversion of flowing water from, or around, activity site
- Dewatering and
- Re-watering

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

- Direct loss of resources for aquatic organisms
- Entrapment in isolated pools due to loss of water surface elevation and
- Disruption to nesting birds and other wildlife

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. This Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act documents, shall be readily available at the Project site at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. This Agreement and any extensions and amendments to this Agreement shall be provided to all persons working on the Project at the Project site, on behalf of the Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Notify CDFW if Permittee determines or learns that a provision in this Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW will work with Permittee to resolve any conflict.
- 1.4 Limitations of Authorization for Water Use. This Agreement does not authorize any diversion, use, or storage of water unless already permitted by law. This Agreement does not constitute a valid water right.
- 1.5 Adherence to Existing Authorizations. All water diversion facilities that the Permittee owns, operates, or controls shall be operated and maintained in accordance with current law and applicable water rights.
- 1.6 Change of Conditions and Need to Cease Operations. If conditions arise, or change, in such a manner as to be considered deleterious to the stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken. This includes new information becoming available that indicates that dewatering activities specified in this Agreement (Measure 2.12) are not providing adequate protection to keep aquatic life downstream in good condition.
- 1.7 Project Site Entry. CDFW personnel may enter the Project site at any time to verify compliance with this Agreement, provided CDFW: a) provides 24-hour advance notice; and b) allows the Permittee or representatives to participate in the inspection and/or monitoring. This condition does not apply to CDFW law enforcement personnel.

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.

Project Timing and Coordination

- 2.1 Work Period. Work on diversion infrastructure that lies on or within the bed or bank of a stream shall occur from August 31 to October 31.
- 2.2 Work According to Plans. All work shall be completed according to the design plans submitted to CDFW in the notification materials. A copy of these plans shall always be kept on the Project site during construction activities. If the Permittee finds it necessary to update Project-related plans prior to construction, the updated plans will be submitted to CDFW at least 30 days prior to beginning Project-related activities to determine if an amendment to this Agreement is required. Project-related activities shall not proceed until CDFW has approved the updated plans in writing. At the discretion of CDFW, if substantial changes are made to the original plans, this Agreement becomes void, and the Permittee shall submit a new notification.
- 2.3 Work Period Variance. If more time is needed to complete a Project-related activity, work may be permitted outside of the Work Period and extended on a day-to-day basis by the CDFW representative who reviewed the Project, or if unavailable, by emailing R1LSARedding@wildlife.ca.gov. Requests shall be made in writing via email and CDFW will review the written request to work outside of the established work period. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of CDFW. CDFW reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. CDFW shall have ten (10) calendar days to review the proposed work period variance.
- 2.4 CDFW Notification of Work Initiation and Completion. Contact CDFW in writing seven-days prior to starting work permitted by this Agreement, by emailing R1LSARedding@wildlife.ca.gov. Information provided shall include Agreement number and the anticipated start date. No later than seven (7) days after the Project is completed, submit a Project Completion Report via Environmental Permit Information Management System (EPIMS) – refer to 3.4 for content details.
- 2.5 Work in Dry Weather Only. The Project shall cease when the National Weather Service (“NWS”) 72-hour weather forecast indicates a 30-percent chance or higher

of precipitation. Implement all necessary erosion control measures prior to the onset of precipitation and remove construction equipment and materials. Work activity halted due to precipitation may resume when the NWS 72-hour weather forecast indicates less than a 30-percent chance of precipitation. No Project-related activities shall occur during a dry-out period of 24-hours after wet weather. Documentation of weather forecasts will be made available at CDFW's request.

Wildlife Protection and Avoidance

- 2.6 Qualified Professional. A Qualified Professional, knowledgeable and experienced in the biology and natural history of local fish and wildlife resources, shall be present at the project site, and shall have experience identifying, capturing, handling, and relocating wildlife species. A Qualified Professional shall be responsible for pre-construction surveys and monitoring all Project-related activities. Obtain CDFW's written approval at least thirty (30) days before initiating any surveys or ground disturbing Project activities. Refer to measure 3.1 for content details.
- 2.7 Preconstruction Survey - Nesting Birds. If vegetation removal or pruning will occur during the nesting season (typically February 1 to August 31) a focused survey for active bird nests shall be conducted by a Qualified Professional within seven (7) days prior to the beginning of Project-related activities. Surveys shall begin prior to sunrise and continue until all vegetation has been surveyed and any nests have been sufficiently observed. If a lapse in Project-related work of seven (7) days or longer occurs, another focused survey will be required before Project work can be reinitiated. The results of the survey shall be submitted via EPIMS within three (3) business days of survey completion - refer to 3.3 for content details. If an active nest is found, immediately consult with CDFW and the United States Fish and Wildlife Service regarding appropriate action to comply with the Migratory Bird Treaty Act of 1918 and Fish and Game Code section 3503.
- 2.8 Notification to the California Natural Diversity Database. If any special status species are observed at any time during the Project, the Permittee or Qualified Professional shall submit observation reporting forms to the CNDDDB within five (5) working days of the sightings. A summary of CNDDDB submissions shall be included with the Project completion report in Measure 3.2 below. Forms and instructions for submissions to the CNDDDB may be found at: <http://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.

Water Quality and Instream Work

- 2.9 No Heavy Equipment in Stream. No heavy equipment shall operate in the portion of the stream bed where water is present. If flowing water is present during in-channel Project activities permittee shall submit a dewatering plan to CDFW for approval 30-days prior to beginning work.

- 2.10 Dewatering. If flowing or standing water is present or reasonably anticipated, submit a detailed dewatering plan to CDFW 30 days prior to dewatering activities for review and written approval. Dewatering and sediment control structures may include the use of a sandbag coffer dam or a water bladder dam. Dewatering shall be conducted under the guidance of the Qualified Professional, who shall have stop work authority over dewatering activities. At minimum, diversion/dewatering plans shall include the following species protections:
- a) Screen According to Existing Standards. To prevent impingement, the inlets of the dewatering pump structure shall be fitted with screens meeting the criteria identified in the [California Salmonid Stream Habitat Restoration Manual](#).
 - b) Staged Dewatering. To allow for aquatic life to exit the Project area, dewatering activities will occur in a two staged process. After the temporary diversion infrastructure is in place, allow for the dewatered area to naturally dry out providing time for aquatic life to move away from the dewatered area.
- 2.11 Re-watering. To reduce potential water quality and habitat impacts downstream of the diversion discharge point, minimize the velocity of the re-introduced flow. The discharge velocity can be reduced by utilizing outlet dispersal mechanisms such as stilling basin or a stepped spillway.
- 2.12 Habitat Elements. Measures shall be taken to minimize disturbance to essential aquatic and riparian habitat elements, such as pools, large woody debris, and vegetation that overhangs the channel. Maintain native vegetative cover (trees, shrubs, and grasses) in aquatic habitat areas to the maximum extent possible for bank stabilization, erosion control, shading, temperature control, sediment, chemical filtration, aquatic life support, wildlife support and minimize waste discharge.
- 2.13 Maintain Water Quality. Divert flow in a manner that prevents turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Said flows shall be of sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion.
- 2.14 Maintain Aquatic Life. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall be allowed to pass downstream to maintain aquatic life below the dam pursuant to FGC section 5937.
- 2.15 Concrete – Primary Containment. Containment structures shall be installed to control the placement of wet concrete and to prevent it from entering the channel outside of those structures. No concrete shall be poured within the high flow line if the weather forecast indicates any chance of rain greater than 20 percent.

- 2.16 Concrete – Designated Monitor. A designated monitor shall be present to inspect the containment structures and ensure that no concrete or other debris enters the channel outside of those structures all times wet concrete is being poured.
- 2.17 Isolate Concrete from Wetted Channel. Poured concrete shall be excluded from the wetted channel for a period of 30 days after it is poured. During that time the poured concrete shall be kept moist, and runoff from the concrete shall not be allowed to enter a live stream. Commercial sealants may be applied to the poured concrete surface where it is difficult to exclude water for a long period. If sealant is used, water shall be excluded from the site until the sealant is dry.

Vegetation Avoidance and Maintenance

- 2.18 Invasive Species. Project-related activities shall be conducted in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (algae, fungi, parasites, bacteria, etc.), from one waterbody to another. If decontamination is not done on site, transport contaminated equipment in sealed plastic bags and keep separate from clean gear. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website at: <http://www.cal-ipc.org/ip/prevention/index.php> and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.
- 2.19 Minimum Vegetation Removal. Disturbance or removal of vegetation shall be limited to the minimum necessary to access the Project. Precautions shall be taken to avoid damage to vegetation outside the Project work area. Hand tools (trimmer, chain saw, etc.) shall be used to trim vegetation to the extent necessary to maintain access to the Project; larger equipment shall not be used for vegetation removal without prior written approval from CDFW.
- 2.20 Vegetation Disposal. All downed vegetation and other debris shall be moved outside the normal high-water mark prior to inundation by water. All removed vegetation shall be disposed of according to state, local laws and ordinances.

Pollution

- 2.21 Stockpiled Materials. Building materials and/or construction materials shall not be stockpiled or stored where they may be washed or percolate into the stream, or where they may adversely affect stream habitat or aquatic or riparian vegetation.
- 2.22 Removal, Storage, and Disposal of Fill, Spoils, and Debris. Removal of all permanently excavated fill, spoil, and debris shall be placed in stable upland location where it cannot discharge into the stream or disposed of according to state and local laws and ordinances.

2.23 Debris and Trash. All debris and trash shall be contained and regularly removed from the Project site and disposed of at an authorized landfill or other disposal site in compliance with state and local laws, ordinances, and regulations. Litter, plastic, or similar debris shall not be allowed to enter the stream pursuant to FGC section 5652.

Hazardous Materials and Spills

2.24 Deleterious Substances. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement and concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to any life stage of fish and wildlife, or their habitat (including food sources) shall not enter the stream, pursuant to FGC section 5650. These materials, if placed within, or where they may enter the stream, shall be immediately removed and properly disposed per measure 2.25.

2.25 Staging and Storage. Equipment, materials, fuels, lubricants, solvents, and hazardous or toxic materials shall not be staged or stored where they may enter or where they have potential to enter the stream (through storm water runoff or percolation). Equipment shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.26 Refueling. Vehicles and equipment shall not be refueled within 150-feet of any stream. Spill and containment equipment (oil spill booms, sorbent pads, etc.) shall be stored onsite at all locations where equipment is used or staged.

2.27 Toxic Materials. Hazardous or toxic materials that could be deleterious to aquatic life shall be used and stored in accordance with all applicable federal, state, and local laws and ordinances and these materials shall be prevented from contaminating the soil or entering the stream.

2.28 Spill Cleanup and Containment. In the case of a spill, Permittee shall immediately notify the California Office of Emergency Services State Warning Center at 1-800-852-7550 and immediately initiate clean-up activities.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Qualified Professional Approval. Submit the request for approval via EPIMS, thirty (30) days before initiating any surveys or Project activities. Include in the submission the name, qualifications, business address, and contact information for any professional to conduct surveys under this Agreement.

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- 3.3 Notification to the California Natural Diversity Database. If any special status species are observed during Project surveys, Permittee or Qualified Professional shall submit to CDFW all observations of Species of Greatest Conservation Need to the California Natural Diversity Database:
<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>.
- 3.4 Biological Surveys. The results of any biological surveys conducted as a part of this Agreement shall be submitted via EPIMS within three (3) business days of completion of the surveys. Survey results shall include a description of the area surveyed, time and date of surveys, ambient conditions, species observed, active nests observed, evidence of breeding behaviors (courtship, carrying nesting material or food), and a description of any outstanding conditions that may have impacted survey results (weather conditions, excess noise, predators present).
- 3.5 Project Completion Report. Submit to CDFW a Project Completion Report via EPIMS within 7 days of completing the Project. The report shall include the following:
- a) Project beginning and ending dates.
 - b) A summary of CNDDDB submissions
 - c) Before and after photographs from established photo points. Photographs shall include staging area, access area, stream facing upstream, downstream, and perpendicular.

CONTACT INFORMATION

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

To Permittee:

Ronald Hart
EPIMS-SIS-45192-R1
Flume Replacement
965 Lassen Lane
Mount Shasta, CA 96067
ronhart@snowcrest.net

To CDFW:

Department of Fish and Wildlife
Northern Region
601 Locust Street
Redding, CA 96001
Attn: Lake and Streambed Alteration Program
EPIMS-SHA-45192-R1
R1LSARedding@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

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

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the FGC including, but

not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

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

AMENDMENT

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

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the "Amendments and Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title. 14, § 699.5).

TRANSFER AND ASSIGNMENT

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

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments and Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title. 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall use the "Amendments and Extension" form in EPIMS to submit the request. Permittee shall include, with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., Title. 14, § 699.5). CDFW shall process the extension request in accordance with FGC section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

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

TERM

This Agreement shall expire five years from the date of execution unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605, subdivision (a)(2) requires.

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's Environmental Permit Information Management System (EPIMS), the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this Agreement to be valid.