

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



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2020-0041-R4  
UNNAMED STREAM – SAN LUIS OBISPO COUNTY

**CITY OF MORRO BAY**  
595 HARBOR STREET  
MORRO BAY, CALIFORNIA 93442

**MORRO BAY WATER RECLAMATION FACILITY (PROJECT)**

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Morro Bay (referred to as Permittee).

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) Section 1602, Permittee notified CDFW on March 2, 2020, that Permittee intends to complete the Project described herein.

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

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

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

**PROJECT LOCATION**

The Project is located in an unnamed stream, approximately 1/3 mile north of Highway 1 at South Bay Boulevard, adjacent to the City of Morro Bay boundary, San Luis Obispo County, California; Township 29 South, Range 14 East, USGS 7.5 Minute Quad Map Morro Bay North, MDB & M (Figure 1); from Latitude 35.36913 N, Longitude -120.8251 W upstream to Latitude 35.22965 N, Longitude -120.8222 W downstream.

## **PROJECT DESCRIPTION**

The Project involves activities related to the construction of the Morro Bay Water Reclamation Facility (WRF), which will provide tertiary treatment to wastewater generated within the City of Morro Bay's service area. Construction of the WRF and access route will overlap the most downstream approximately 200 feet of the unnamed ephemeral stream (hereafter, "stream"). The stream runs from west-to-east downslope and terminates at the east side of the WRF and access road (Figure 2). The entire stream will be filled with material excavated through grading of the property; the stream outside the WRF site lies within in a larger spoils fill area upslope and to the west of the WRF (Figure 2) where a total of approximately 89,300 cubic yards of native clay soils will be placed.

Runoff flow in the stream area will be redirected via an underdrain system that will be constructed in the stream. The stream will be graded to create a solid base and uniform profile using bulldozers, excavators, and hand tools. Five-foot high benches will then be cut with a width of between 10 feet and 15 feet, and a trench will be cut down the center of the stream to accommodate a 12-inch diameter High Density Polyethylene (HDPE) main line pipe. A four-inch lateral HDPE pipe will be installed along each bench and connected to the 12-inch main line. The four-inch laterals will be covered by draining gravel and permeable synthetic filter fabric to avoid fouling. The underdrain will daylight into a seven-foot-wide concrete swale that will direct stormwater around the WRF. Sections of seven-foot concrete swale will also be installed around the upstream end of the filled stream to manage stormwater, which will be directed under and around the WRF site. Following construction and the compaction and stabilization of fill, the surface over the former stream will be re-planted using a native seed mix.

Staging, stockpiling, and parking areas will occur onsite along the access route. All work will be completed under naturally dry conditions during a single work season.

## **PROJECT IMPACTS**

The Project will result in 0.79-acres of direct, permanent impacts to the stream and annual grassland habitat through filling for construction of the WRF and for balancing material removed from other areas of the property during construction. Flows or runoff that would be carried by the approximately 964-linear-foot stream will be redirected through an underdrain system around the WRF. Other potential impacts related to disturbance during Project implementation include but are not limited to those resulting from noise and vibration, trampling/crushing of animals and habitat features; trampling or removal of vegetation; impacts to nesting or denning animals; changes in flow patterns; erosion and bank alteration; pollution caused by leaking or malfunctioning vehicles or equipment, or by dirty or contaminated equipment; introduction of nonnative species; and placement and removal of fill material.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and the adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the Federal

threatened and State species of special concern California red-legged frog (*Rana draytonii*), the State fully protected white-tailed kite (*Elanus leucurus*), and the State species of special concern American badger (*Taxidea taxus*) and burrowing owl (*Athene cunicularia*), as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem could potentially be impacted.

## **MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES**

### **1. Administrative Measures**

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel or personnel from another State, Federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take.
  - (a) This Agreement does not authorize the “take” (defined in Fish and Game Code §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
  - (b) Permittee shall take prudent measures to ensure that all take of threatened and endangered species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee

shall immediately notify CDFW of the discovery of any such threatened or endangered species prior to and during Project implementation.

- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW at least one week prior to beginning Project activities. Permittee shall submit revised work schedules following delays. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting Project activity, all employees and contractors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance. For each location, Permittee shall maintain a sign-in sheet that includes the printed and signed name of each attendee, the name and qualifications of the person providing training, a copy of any training materials, and the date of the training. Permittee shall provide the training documentation to CDFW within one week of each training.

## **2. Avoidance and Minimization Measures**

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

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset.
- 2.2 Flagging. Prior to Project activity, Permittee shall identify the limits of the required access routes and encroachment into the stream. These "work area" limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area. Flagging shall be maintained in good repair for the duration of the Project. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed Species and Other Special Status Species.
  - (a) Pre-activity surveys for potential rare, listed, or other special status species shall be conducted by a qualified biologist within two (2) weeks prior to the start of Project activity. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. Survey reporting shall be provided to CDFW. If any State- or Federally-listed

threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery prior to the start of Project activity. An amended Agreement and/or a State Incidental Take Permit may be necessary and a new CEQA analysis may need to be conducted, before work can begin.

- (b) California Red-Legged Frog: Consistent with the “Biological Opinion of the City of Morro Bay’s Water Reclamation Facility Project” (O8EVEN00-2020-F-00 10), Permittee shall implement the following measures:
- i. Prior to the start of Project activity, Permittee shall submit to CDFW documentation of approval by U.S. Fish and Wildlife Service of biologist(s) and monitor(s) who will participate in activities associated with the capture, handling, relocation, and monitoring of California red-legged frogs.
  - ii. Prior to the start of Project activity, the approved biologist(s) shall conduct a worker awareness training session for all Project personnel. At a minimum, the training shall include the biology, identification, and habitat needs of the CRLF, and the boundaries of the Project work area.
  - iii. The approved biologist(s) shall survey the Project work area for the species no more than 48 hours before the start of Project activities. If any life stage of California red-legged frog is found and individuals are likely to be killed or injured by Project activities, the approved biologist(s) shall be allowed enough time to move them from the work area before Project activity begins. Permittee shall submit survey reporting to CDFW within one week following the completion of surveys.
  - iv. Prior to Project activity each morning, an approved biologist or monitor shall inspect under all vehicles, heavy equipment, materials, and within stored pipes for the presence of California red-legged frogs.
  - v. An approved biologist shall be present on the Project work area until all California red-legged frogs have been captured and relocated out of harm’s way and all habitat disturbance has been completed. If any California red-legged frogs are encountered in the Project work area, Project activities that pose a threat to California red-legged frog shall cease, and the approved biologist shall be notified immediately. Project activity shall not recommence until the approved biologist has captured and relocated the individuals.
  - vi. The approved biologist(s) and monitor(s) shall follow the fieldwork code of practice developed by the Declining Amphibian Populations Task Force: (<https://fws.gov/ventura/docs/species/protocols/DAFTA.pdf>).

- vii. Permittee shall include a summary of all California red-legged frog translocations in the Final Report submitted for the Project, including the dates of capture and relocation, the method of capture, location of relocation in relation to the Project work area, and the number of individuals captured and relocated.
- (c) White-Tailed Kite: If Project activity will occur during the white-tailed kite nesting season (February 1 through August 31), then no more than two (2) weeks prior to the start of Project activity, a qualified biologist shall survey all suitable nesting habitat for the species within  $\frac{1}{4}$  mile of the Project work area. Permittee shall submit survey reporting to CDFW. If nesting is detected, Permittee shall establish and maintain a  $\frac{1}{4}$ -mile no-disturbance buffer around the nest until the breeding season has ended or until the biologist has determined CDFW has confirmed in writing that the young have fledged and are no longer reliant on the nest or parental care for survival. Permittee may submit a written request to CDFW for a reduced buffer, including other actions to take to minimize Project impacts to the nest. Permittee shall not implement a reduced buffer absent prior written approval from CDFW.
- (d) Burrowing Owl: A qualified biologist shall survey for burrowing owl within a 500-foot radius of the Project work area, within 30 days prior to starting Project activity. Surveys shall be conducted at appropriate times to maximize detection. Permittee shall provide survey reporting to CDFW. If any active burrowing owl burrows are observed, these burrows shall be protected and monitored by the qualified biologist during Project activities. A minimum 500-foot avoidance buffer shall be established and maintained around each owl burrow during the nesting season (February 1 through August 31). If active burrowing owl burrows are observed outside of the nesting season, a minimum 150-foot no-disturbance buffer shall be established and maintained around each burrow.
- (e) American Badger: Any American badger detected within the work area during Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or within 50 feet of the work area, Permittee shall avoid the den by a minimum 50-foot buffer. Permittee may consult with CDFW for consideration of a reduced buffer; Permittee shall not perform Project activity within the 50-foot buffer unless CDFW first provides written authorization of a reduced buffer.

## 2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activities, said fish or wildlife shall be allowed to leave the Project work area unharmed.
- (b) To protect nesting birds, no Project activity shall be completed from February 15 through August 31 unless the following Avian Nesting Surveys are completed by a qualified wildlife biologist. Permittee shall submit survey

reporting for each location to CDFW within 10 days following survey completion. CDFW may consider variances from the no-disturbance buffers described below when there is a compelling biological or ecological reason to do so. Due to their special status designations and specific ecology, separate avian survey and avoidance requirements are listed above for white-tailed kite (Avoidance and Minimization Measures 2.3(c)).

- i. Birds of Prey: Survey for nesting activity of birds of prey within the Project work area and a 500-foot radius within one week prior to the start of Project activities. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest site.
- ii. Other Avian Species: Survey for nesting activity within the Project work area and a 250-foot radius within one week prior to the start of Project activities. If any nesting activity is found, Permittee shall protect nests and nest substrate (trees, shrubs, ground, or burrows) with a minimum 250-foot buffer until the young have fledged and are no longer reliant upon the nest site for survival.

2.5 Structures and Installed Features. Permittee confirms that all installed structures and Project features are designed and will be constructed such that they will accommodate high (e.g., 100-year event) flows without failure of slopes or the underdrain system that redirects flow.

2.6 Vehicles and Equipment.

- (a) Permittee shall only operate vehicles and equipment from areas that are naturally dry.
- (b) Vehicles, equipment, and other machinery shall be inspected for the presence of undesirable species and cleaned prior to entering the work area, to reduce the risk of introducing nonnative plant or animal species.
- (c) Vehicle access shall be limited to predetermined ingress and egress corridors from existing roads.
- (d) All equipment all vehicles shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located away from the stream. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the channel, shall be positioned over drip-pans. Vehicles shall be moved away from the channel prior to refueling and lubrication.

2.7 Fill/Spoil.

- (a) Fill material for the stream shall consist of native material originating from within the larger WRF facility construction activity on the property.
- (b) Permittee shall cover temporary stockpiles with plastic sheeting or visquine when rainy or windy conditions could erode loose soils.

2.8 Erosion.

- (a) No work shall occur during rain or within 24 hours following a significant rainfall event of  $\frac{1}{4}$  inch or more of rain in a 24-hour period.
- (b) Permittee shall complete Project activities during naturally dry soil conditions.
- (c) All disturbed soils within the Project work area shall be stabilized to reduce erosion potential during and following Project activities. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the channel. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, equipment fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".
- (c) The cleanup of all spilled materials shall begin immediately. Permittee shall notify CDFW immediately of any spills and shall consult CDFW regarding cleanup procedures.
- (d) During Project implementation, Permittee shall not dump litter or debris within any stream. All Project-generated debris, building materials, and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement the following Compensatory Measures.

- 3.1 To compensate for loss of stream and related habitat, Permittee shall develop a Riparian Enhancement Plan (REP) and submit to CDFW within 60 days following the start of project activity. The REP shall describe the removal of nonnative plants and the plantings of vegetation that is native to the local area, within a 1.5-acre area of the property along the eastern edge, aligned parallel to a stream on the other side of the property boundary (see Figure 2). The REP shall include plant species that are suitable for the site's hydrology, aspect, and slope, and are capable of being self-sustaining on the site following the initial establishment period described below. The REP shall describe performance criteria for establishing plantings of trees, shrubs, and grasses, and for removal of native plant species. The REP shall describe the timing of the installation of plantings as no later than one year after the completion of WRF construction-related activities adjacent to the enhancement area, and include a target of establishment after a minimum of five years, including up to three years with supplemental water and at least two years without such assistance. The REP shall schedule the minimum frequency of maintenance and monitoring activities during establishment of plantings.
- 3.2 Permittee shall submit Annual Reports of planting success to CDFW by December 31 of each year beginning with the year of installing plantings, and for a minimum of five (5) years after. Reports shall provide a summary of the previous year's monitoring and the status of the plantings (including photos), and include remedial action to be taken during the following year if success of any plantings is below any final or annual in-progress performance criteria that have been established. CDFW shall review reports and beginning with Year 5 post-planting shall determine whether performance criteria have been met. If performance criteria have been met, CDFW shall provide written confirmation.

### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

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

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

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

- (a) Work schedule, submitted to CDFW at least one (1) week prior to the start of Project activities (Administrative Measure 1.8).
- (b) Training documentation, submitted to CDFW within one (1) week of each training (Administrative Measure 1.9).
- (c) Reporting of pre-activity surveys, submitted to CDFW within 10 days of completion of the survey (Avoidance and Minimization Measure 2.3(a)).
- (d) Documentation of USFWS approval of biologist(s) for California red-legged frog survey work, submitted to CDFW prior to the start of Project activity (Avoidance and Minimization Measure 2.3(b)i).
- (e) Reporting of surveys for California red-legged frog, submitted to CDFW within one (1) week of completing surveys (Avoidance and Minimization Measure 2.3(b)iii).
- (f) Reporting of surveys for nesting white tailed kite, if Project activities occur between February 1 and August 31, submitted to CDFW within 10 days following survey completion (Avoidance and Minimization Measure 2.3(c)).
- (g) Reporting of surveys for burrowing owl, submitted to CDFW within 10 days following survey completion (Avoidance and Minimization Measure 2.3(d)).
- (h) Reporting of surveys for nesting birds, if Project activities occur during the avian nesting season, submitted to CDFW within 10 days following survey completion (Avoidance and Minimization Measure 2.4(b)i and ii).
- (i) A Riparian Enhancement Plan, submitted to CDFW for written approval within 60 days following issuance of this Agreement (Compensatory Measure 3.1).
- (j) Annual Reports of planting success, submitted to CDFW by December 31 for a minimum of five years following the year of planting (Compensatory Measure 3.2).
- (k) A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project activities that were completed, including dates of work and a summary demonstrating consistency with each Protective Measure of this Agreement, including the details all California red-legged frog relocation. Before, during, and after photo documentation of the Project work area shall be included.

Notification No. 1600-2020-0041-R4  
Streambed Alteration Agreement  
Page 11 of 15

## **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 or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit all schedules, survey results, reports, and/or plans required by this Agreement in hard copy to the address below; Permittee may additionally submit those materials electronically by email to the CDFW contact identified below (or subsequent contact) **and** to [R4LSA@wildlife.ca.gov](mailto:R4LSA@wildlife.ca.gov).

### To Permittee:

Rob Livick  
City of Morro Bay  
595 Harbor Street  
Morro Bay, California 93442  
Phone: (805) 772-6261  
[rlivick@morrobayca.gov](mailto:rlivick@morrobayca.gov)

### To CDFW:

California Department of Fish and Wildlife  
Region 4 - Central Region  
1234 East Shaw Avenue  
Fresno, California 93710  
Attn: Lake and Streambed Alteration Program – Linda Connolly  
Notification No. 1600-2020-0041-R4  
Phone: (559) 243-4014 extension 242  
[Linda.Connolly@wildlife.ca.gov](mailto:Linda.Connolly@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.

Notification No. 1600-2020-0041-R4  
Streambed Alteration Agreement  
Page 12 of 15

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

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

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

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

Nothing in 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 this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Notification No. 1600-2020-0041-R4  
Streambed Alteration Agreement  
Page 13 of 15

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

## **TRANSFER AND ASSIGNMENT**

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

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

## **EXTENSIONS**

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Reg., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

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

## **EFFECTIVE DATE**

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

Notification No. 1600-2020-0041-R4  
Streambed Alteration Agreement  
Page 14 of 15

## **TERM**

This Agreement shall remain in effect for three (3) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a) (2) requires.

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

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

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the CEQA Environmental Impact Report prepared by the City of Morro Bay as the Lead Agency for the Morro Bay Water Reclamation Facility Project (State Clearinghouse No. 2016081027), approved on August 14, 2018. A copy of the Environmental Impact Report was provided to CDFW by Permittee. CDFW, as a CEQA Responsible Agency, shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

## **EXHIBITS**

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

Figure 1. Project Vicinity USGS Quad Map  
Figure 2. Project Location

## **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.

Notification No. 1600-2020-0041-R4  
Streambed Alteration Agreement  
Page 15 of 15

## AUTHORIZATION

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

## CONCURRENCE

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

### FOR CITY OF MORRO BAY

DocuSigned by:

*Rob Livick*

B0EC4679746D49A...

Rob Livick

Public Works Director / City Engineer

7/13/2020

Date

### FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

DocuSigned by:

*Julie Vance*

FA83F09FE08945A...

Julie A. Vance

Regional Manager – Central Region

7/14/2020

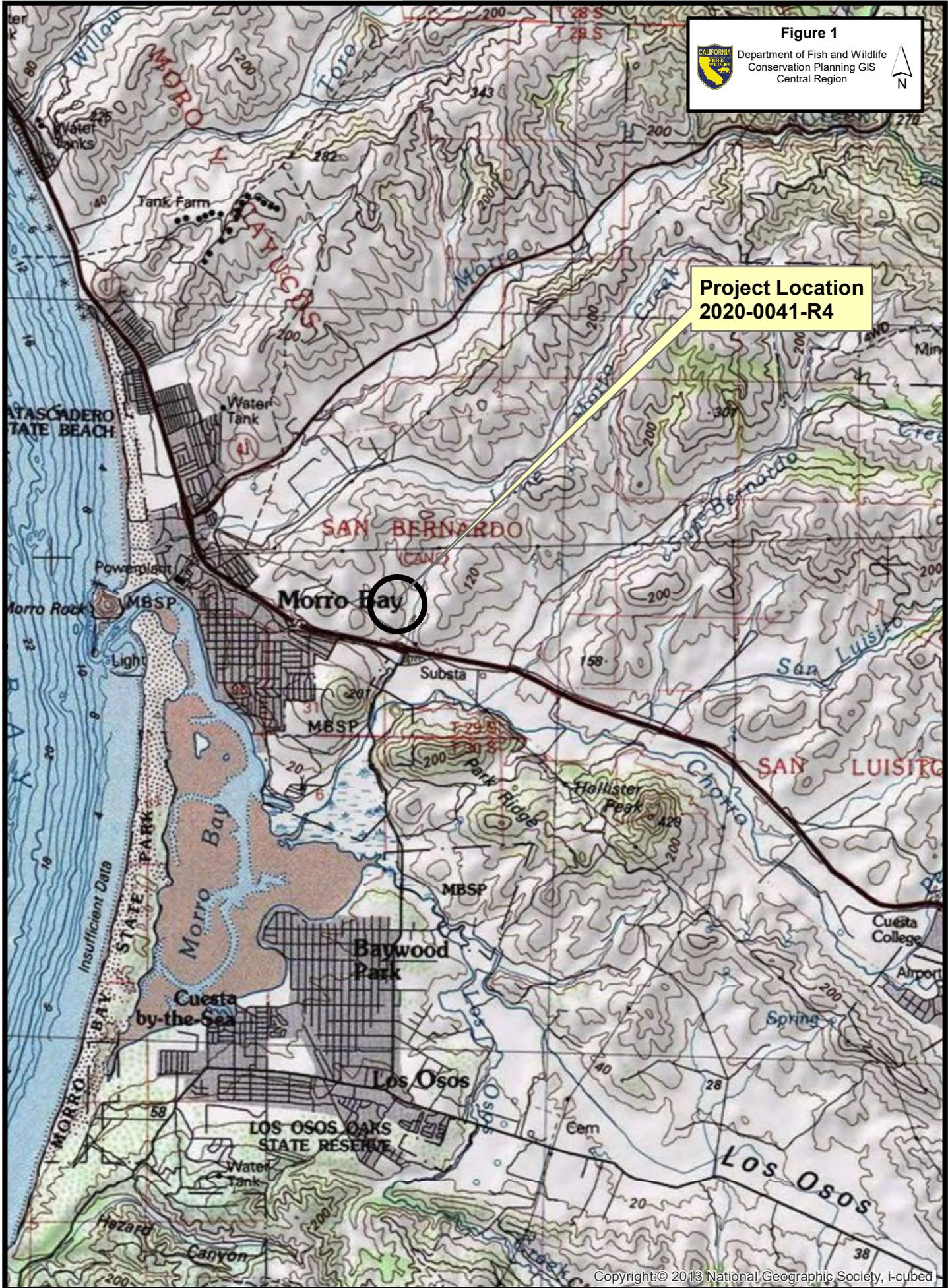
Date

# Figure 1

# Exhibit A

**Figure 1**  
CALIFORNIA Department of Fish and Wildlife  
Conservation Planning GIS  
Central Region

**Project Location**  
2020-0041-R4

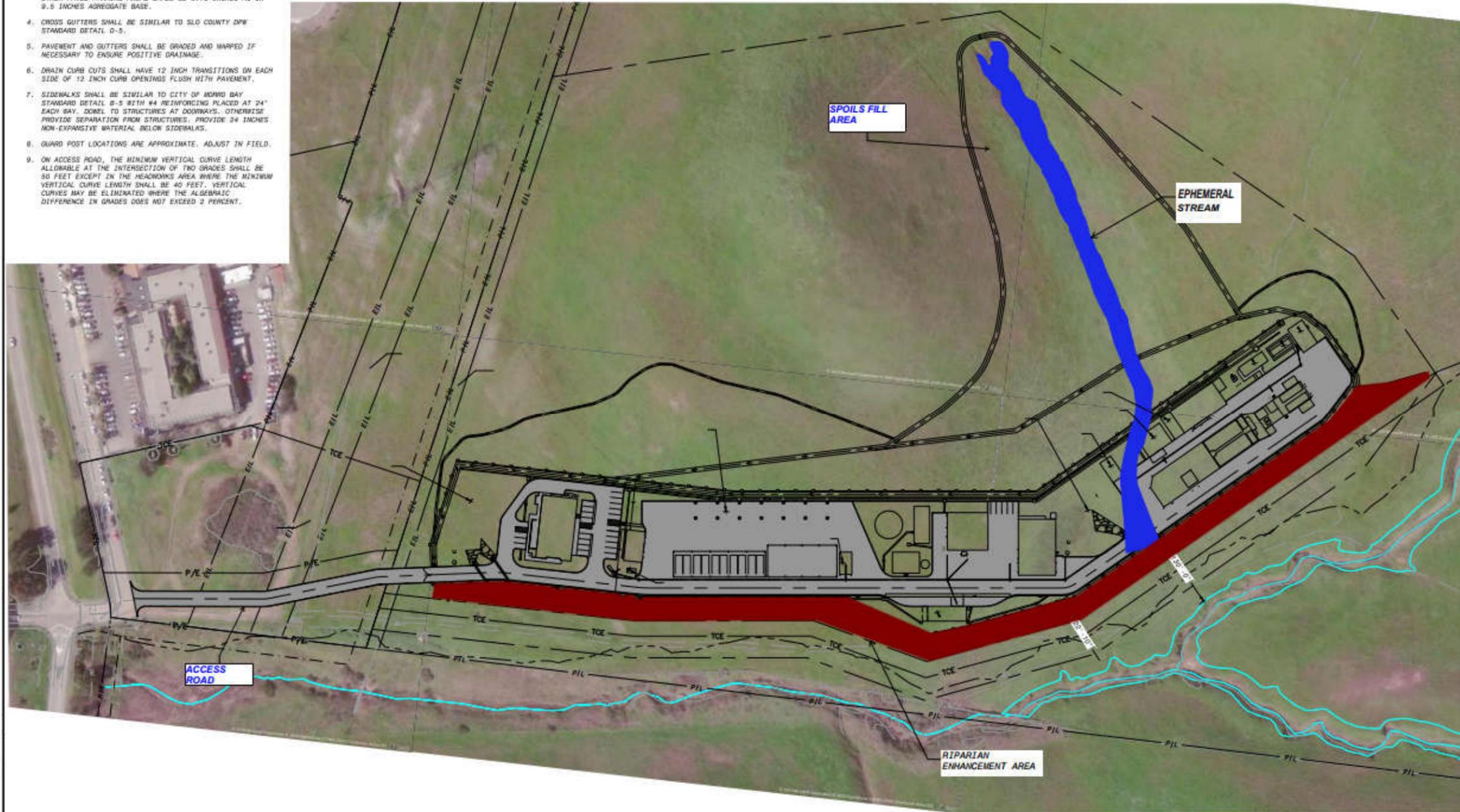


# Figure 2

Exhibit B

**NOTES:**

1. UNLESS OTHERWISE NOTED, ALL CURBS SHALL HAVE 6 INCH FACE HEIGHT AND SHALL BE TYPE A-2 WITH GUTTER OR TYPE C WITHOUT GUTTER, AS INDICATED AND IN ACCORDANCE WITH THE CITY OF MORRO BAY STANDARD DETAILS.
2. RIBBON CURBS SHALL BE PER DETAIL C ON M-00-514.
3. UNLESS OTHERWISE NOTED, ALL SITE ACCESS ROADWAYS AND OTHER PAVED PARKING AREAS SHALL BE 2.75 INCHES AC ON 2.5 INCHES AGGREGATE BASE.
4. CROSS GUTTERS SHALL BE SIMILAR TO SLO COUNTY DPW STANDARD DETAIL D-5.
5. PAVEMENT AND GUTTERS SHALL BE GRADED AND WARPPED IF NECESSARY TO ENSURE POSITIVE DRAINAGE.
6. DRAIN CURB CUTS SHALL HAVE 12 INCH TRANSITIONS ON EACH SIDE OF 12 INCH CURB OPENINGS FLUSH WITH PAVEMENT.
7. SIDEWALKS SHALL BE SIMILAR TO CITY OF MORRO BAY STANDARD DETAIL B-5 WITH #4 REINFORCING PLACED AT 24" EACH BAY, DOWN TO STRUCTURES AT DOWNWAYS. OTHERWISE PROVIDE SEPARATION FROM STRUCTURES. PROVIDE 24 INCHES NON-EXPANSIVE MATERIAL BELOW SIDEWALKS.
8. GUARD POST LOCATIONS ARE APPROXIMATE, ADJUST IN FIELD.
9. ON ACCESS ROAD, THE MINIMUM VERTICAL CURVE LENGTH ALLOWABLE AT THE INTERSECTION OF TWO GRADES SHALL BE 50 FEET EXCEPT IN THE HEADWORKS AREA WHERE THE MINIMUM VERTICAL CURVE LENGTH SHALL BE 40 FEET. VERTICAL CURVES MAY BE ELIMINATED WHERE THE ALGEBRAIC DIFFERENCE IN GRADES DOES NOT EXCEED 2 PERCENT.



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| IF THIS SHEET DOES NOT<br>MEASURE 11" THEN DRAWING IS<br>NOT TO FULL SCALE<br>PROJECT NO.<br>400530 |
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