State of California - The Natural Resource AGEMENT G DEPARTMENT OF FISH AND WILDLIFE

CHARLTON H. BONHAM, Director

EDMUND G. BROWN JR., Governor



Bay Delta Region 7329 Silverado Trail Napa, CA 94558 (707) 944-5500 www.wildlife.ca.gov

RECEIVED

OCT 1 3 2015

October 8, 2015

Port of Redwood City

Donald Snaman Port of Redwood City 625 Seaport Boulevard Redwood City, CA 94063

Subject: Final Lake or Streambed Alteration Agreement

Notification No. 1600-2015-0199-R3

Port of Redwood City Wharves 1-4 Maintenance Dredging

Dear Mr. Snaman:

Enclosed is the final Streambed Alteration Agreement ("Agreement") for the Port of Redwood City Wharves 1-4 Maintenance Dredging project ("Project"). Before the Department may issue an Agreement, it must comply with the California Environmental Quality Act ("CEQA"). In this case, the Department, acting as a lead agency, determined your project is exempt from CEQA and filed a notice of exemption ("NOE") on October 8, 2015.

Under CEQA, filing a NOE starts a 35-day period within which a party may challenge the filing agency's approval of the project. You may begin your project before the 35-day period expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this matter, please contact Suzanne DeLeón, Environmental Scientist at (831) 440-9433 or suzanne.deleon@wildlife.ca.gov.

Sincerely,

Craig J. Weightman

Environmental Program Manager

Bay Delta Region

cc: Jaclyn Gnusti; jgnusti@gmail.com

Lieutenant Ober

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BAY DELTA REGION
7329 SILVERADO TRAIL
NAPA, CALIFORNIA 94558
(707) 944-5500

WWW.WILDLIFE.CA.GOV



STREAMBED ALTERATION AGREEMENT NOTIFICATION NO. 1600-2015-0199-R3 REDWOOD CREEK

PORT OF REDWOOD CITY
PORT OF REDWOOD CITY WHARVES 1-4 MAINTENANCE DREDGING

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Port of Redwood City (Permittee) as represented by Don Snaman.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on June 9, 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 Port of Redwood City Wharves 1-4 Maintenance Dredging Project (Project) is located at the Port of Redwood City Municipal Marina, located on the southeast bank of Redwood Creek adjacent to the federally maintained Redwood Creek Harbor deepwater ship channel near the confluence of Redwood Creek and Smith Slough, at 675 Seaport Boulevard, in the City of Redwood City, in the County of San Mateo, State of California; Latitude 37°30'45"N, Longitude 122°12'39"W.

Ver. 02/16/2010

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 2 of 16

PROJECT DESCRIPTION

Under this Agreement, Permittee will conduct "routine maintenance activities", defined as periodic activities necessary to maintain the ship berth depth of -34 feet Mean Lower Low Water (MLLW) plus one foot of allowable over-depth of Redwood Creek at the Port of Redwood City Berths 1 through 4. Approximately every two to three years, partial sediment will be dredged and disposed of either at the Alcatraz Dredged Material Disposal Site (SF-11) or the San Francisco Deep Ocean Disposal Site (SFDODS), and the remaining amount will be disposed of at an upland beneficial reuse site.

From 2015 through 2024, a total of three dredging events will occur, with a total maximum of 150,000 cubic yards (CY) removed. Fifty thousand CY of sediment will be removed during each of the three dredging events. The dredging footprint is 5.2 acres. A closed mechanical bucket will lift and place the sediment into a closed barge. The barge will be inspected prior to dredging and will be electronically monitored for leaks during the course of the Project.

Routine maintenance activities authorized under this Agreement are limited to the following:

Sediment Removal

 — Utilizing large equipment for the removal of sediment within Redwood Creek at ship berths 1-4 at the Port of Redwood City. No more than 50,000 CY of sediment per dredging event shall be removed, and only one excavation event shall be conducted each year, and no more than three dredging events shall occur during the term of this Agreement.

PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include: nearshore marine fish species such as green sturgeon (*Acipenser medirostris*), longfin smelt (*Spirinchus thaleichthys*), surfperch (Embiotocidae), topsmelt (*Atherinops affinis*), and rays and sharks; macroinvertebrates; Ridgeway's rail (*Rallus longirostris obsoletus*); and migratory, nesting and foraging waterfowl and other birds.

The adverse effects the Project could have on the fish or wildlife resources identified above, without implementation of the Measures to Protect Fish and Wildlife Resources specified below, include: change to and loss of natural bed substrate; direct take of fish and other aquatic species during Project activities; direct impacts from dredging on benthic organisms during Project activities; increase in turbidity during Project activities; reduction in water quality; introduction or spread of invasive aquatic species; and disruption to nesting and foraging waterfowl and other birds.

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 3 of 16

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 <u>Documentation at Project Site</u>. 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.
- 1.2 <u>Providing Agreement to Persons at Project Site</u>. 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.
- 1.3 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. Permittee shall notify Suzanne DeLeón, at suzanne.deleon@wildlife.ca.gov, (831) 440-9433, or if unavailable, shall contact the CDFW Bay Delta Regional Office by mail, phone (707-944-5500) or fax (707-944-5553). In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 <u>Project Site Entry</u>. Permittee agrees that CDFW personnel may enter the work site(s) at any time to inspect routine maintenance activities performed and to verify compliance with this Agreement.
- 1.5 Additional Measures. As a result of any field inspection, CDFW may require that additional measures be applied to specific activities to protect sensitive biological resources. Such measures may be amended into this Agreement with the agreement of both parties, or if an exception to authorized activities is identified, Permittee may be asked to submit separate written notification to CDFW pursuant to Condition 1.7, below.
- 1.6 <u>Authorized Routine Maintenance Activities</u>. Only those activities specifically described in the Project Description shall be conducted under this Agreement.
- 1.7 <u>Exceptions to Authorized Activities</u>. Permittee shall submit separate written notification (Forms FG 2023 and FG 2024) pursuant to

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 4 of 16

> Section 1602 of the FGC, together with the required fee prescribed in the CDFW Streambed Alteration Agreement fee schedule, and otherwise follow the normal notification process prior to the commencement of work activities in all cases where one or more of the following conditions apply:

- The proposed work does not meet the criteria established for routine maintenance activities in the Project Description of this Agreement;
- The nature of the proposed work is substantially modified from the work described in the Project Description of this Agreement;
- CDFW advises Permittee that conditions affecting fish and wildlife resources have substantially changed at a specified work site or that such resources would be adversely affected by the proposed maintenance activity; and/or;
- The proposed work would adversely impact a State of California (State) Species of Special Concern or State or federally listed rare, threatened, endangered or candidate species or its habitat.
- 1.8 <u>CDFW-Approved Qualified Biologist(s) and Biological Monitor(s)</u>. If biological monitors are required or surveys need to be conducted, Permittee shall submit to CDFW for approval, within a minimum of 30 days prior to initiating special-status surveys within the project area, the names and resumes of all biologists and biological monitors involved in conducting surveys and/or monitoring work.

A qualified biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities with a minimum of two years conducting surveys for each species that may be present within the routine maintenance project area.

A biological monitor is an individual who shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project, experience with construction-level biological monitoring, be able to recognize species that may be present within the routine maintenance project area, and be familiar with the habits and behavior of those species.

1.9 <u>Unauthorized Take</u>. This Agreement does not authorize the take of any State or federally listed threatened species, endangered species, Species of Special Concern or candidate species. If CDFW determines, or Permittee finds, that there are such species on the Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 5 of 16

work site, Permittee shall notify CDFW and/or US Fish and Wildlife Service (USFWS), as appropriate. Permittee shall immediately cease work until CDFW and other applicable agencies deem that the concern over special status species has been resolved. This Agreement does not authorize capture and/or handling of listed species.

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.

Work Periods

- 2.1 <u>Seasonal Work Period</u>. To avoid or minimize adverse impacts to fish and Ridgeway's rail and their habitats, work within the Project area shall be limited to the period of September 1 to November 30.
- 2.2 Completion by End of Seasonal Work Period. The sediment removal shall not be initiated unless there is a high likelihood that it can be completed before the end of the seasonal work window designated in Measure 2.1. After November 1 of each year, projects that have not been started or are still underway shall be evaluated to ensure they can be completed before the end of the seasonal work period. Those projects unlikely to be completed before the end of the seasonal work windows shall not be started.

Wildlife Protection Measures

- 2.3 Education Session before Commencement of Work. Prior to any project or construction activities, the biological monitor or qualified biologist shall conduct an education session on species that may be present at the project work site. The training shall consist of basic identification of the species, their basic habits, how they may be encountered in the work area, and procedures to follow when they are encountered. Any personnel joining the work crew later shall receive the same training before beginning work. The penalties for non-compliance of conditions in this Agreement shall be relayed to all project personnel.
- 2.4 Access. Access to the work site shall be via existing roads, boat ramps and boat docks.
- 2.5 <u>Designation of Work Area</u>. Permittee shall use buoys to identify the limits of the upstream and downstream dredging area. Dredging

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 6 of 16

- shall not occur outside the delineated area. All buoys shall be completely removed from the Project site and properly disposed of upon completion of Project activities.
- 2.6 Floating Dredge Equipment. The Permittee shall ensure that all equipment used during the dredging activities are located in areas where they will float during all stages of the tide. At no time shall dredging equipment be allowed to rest on the substrate during a low tide event.
- 2.7 <u>Containment of Material in Dredge Bucket</u>. The dredge bucket shall remain closed during hoisting and swinging action in order to avoid spillage and leakage of material from the bucket.
- 2.8 <u>Barge Overflow Requirements</u>. No overflow or decant water shall be discharged into the channel from the barge, with the exception of minor spillage (less than one gallon per hour) incidental to mechanical dredge operations. If excessive discharge from dredge spoils is discovered by any of the personnel on board the barge, activities shall cease until appropriate corrective measures have been completed and the discharge source has been repaired or halted. During transportation from the dredging site to the disposal site, no material shall be permitted to overflow, leak or spill from the barge, bins or dump scows.
- 2.9 <u>Dredged Materials</u>. All dredge materials shall be immediately transferred into a fully contained scow or suitable vessel. Runoff and or leakage from the transfer vessel shall be minimal.
- 2.10 <u>Turbidity Minimization Measures</u>. Permittee shall minimize the effects of turbidity outside permitted dredge limits by utilizing an environmental bucket or any other operational control(s), subject to CDFW approval.
- 2.11 <u>Protect Banks and Vegetation</u>. No disturbance to stream banks shall occur. Streamside vegetation overhanging into the channel shall not be removed, trimmed, or otherwise modified.
- 2.12 Nesting Habitat Removal or Modification. No trees, shrubs or wetland and marsh habitat shall be disturbed that contain active bird nests until all eggs have hatched, and young have fully fledged (are no longer being fed by the adults, and have completely left the nest site). No habitat removal or modification shall occur even if the nest continues to be active beyond the typical nesting season for the species (typically February 1 to August 31), until the young have fully fledged and will no longer be adversely affected by the project. If an

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 7 of 16

- active nest is found, the Permittee shall consult with CDFW and the USFWS regarding appropriate action to comply with the FGC of California and the Federal Migratory Bird Treaty Act of 1918.
- 2.13 Allow Wildlife To Leave Unharmed. Permittee shall allow any wildlife encountered during the course of Project activities to leave the Project area unharmed. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the removed material. Captured aquatic life shall be released immediately in the closest body of water adjacent to the Project site that will not be impacted by Project activities. This condition does not allow for the take or disturbance of any state or federally listed species, or state listed species of special concern.

Vegetation Removal

2.14 Existing Vegetation. No vegetation or trees shall be removed as part of the project.

Biological Monitors and Qualified Biologists

- 2.15 <u>Sensitive Species Sightings</u>. Any sightings of special-status plant, wildlife or aquatic species shall be reported to CDFW within 24 hours. If sighting was within the immediate Project area, all activities shall cease and Permittee shall confer with CDFW prior to resumption of activities. Through consultation with CDFW, additional measures may be developed to protect special-status species.
- 2.16 <u>Injury or Mortality of Special-Status Species</u>. If Permittee or its employees, contractors, or agents injures or kills a special-status species, or finds any such animal injured or dead, all activities in the work area shall immediately cease, and CDFW and USFWS shall be notified by telephone within 30 minutes of the discovery. A written report detailing the time, location, and general circumstances under which the dead or injured individual animal was found shall be submitted to CDFW and the USFWS no later than five (5) business days following the incident.
- 2.17 Stop Work Authority. The biological monitor or qualified biologist shall have the responsibility and authority of stopping the project if any crews or personnel are not complying with the provisions outlined in this Agreement.
- 2.18 <u>Change of Conditions</u>. If, in the opinion of CDFW, conditions arise, or change, in such a manner as to be considered deleterious to the

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 8 of 16

stream or wildlife, operations shall cease until corrective measures approved by CDFW are taken.

Routine Maintenance Limits

- 2.19 <u>Limits on Sediment Removal</u>. Sediment removal shall be limited to the amounts and timing specified in the Project Description. Specifically, sediment removal shall be limited to 50,000 CY for each sediment removal event. Sediment removal shall be limited to three times within the Years 2015 through 2014 for a total of 150,000 CY.
- 2.20 <u>Stockpiling of Soil.</u> No castings or spoils shall be placed on the stream side of the bank or levee where it could enter the stream or cover riparian or wetland areas.

Equipment and Vehicles

- 2.21 <u>Vehicle/Equipment Maintenance</u>. Any equipment or vehicles driven and/or operated in proximity of the stream shall be maintained in good working order to prevent the release of contaminants that if introduced to water could be deleterious to aquatic life, wildlife, or riparian habitat. Vehicles shall be moved away at least 150 feet from the stream prior to refueling and lubrication.
- 2.22 Equipment Storage and Stationary Operation. Staging and storage areas for equipment, materials, fuels, lubricants and solvents shall be located outside of the stream channel and banks. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream, shall be positioned over drip-pans. Any equipment or vehicles driven and/or operated in proximity to the stream must be checked and maintained daily.

Toxic or Hazardous Materials

2.23 Storage and Handling of Hazardous Materials. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the project site. Such materials include, but are not limited to, debris soil, silt, bark, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, and oil or other petroleum products. These materials shall be prevented from contaminating the soil and/or entering the waters of the State. Any such materials, placed within or where they may enter a stream or lake, by Permittee or any party working under contract, or with permission of Permittee, shall be removed immediately. BMPs shall be employed to accomplish these requirements.

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 9 of 16

- 2.24 Removal of Trash and Debris. Permittee shall remove all raw construction materials and wastes from work sites following the completion of maintenance activities. Food-contaminated wastes generated during work shall be removed on a daily basis to avoid attracting predators to work sites. All temporary fences, barriers, and/or flagging shall be completely removed from work sites and properly disposed of upon completion of maintenance activities. Permittee or its contractors shall not dump any litter or construction debris within the riparian/stream zone.
- 2.25 <u>Wash Water</u>. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter the stream or placed in locations that may be subjected to high storm flows.

Spills and Emergencies

2.26 Spill Cleanup and Containment. All activities performed in or near a stream shall have absorbent materials designated for spill containment and clean- up activities on-site for use in an accidental spill. The Permittee shall immediately notify the California Emergency Management Agency at 1-800-852-7550 and immediately initiate the clean-up activities. CDFW shall be notified by the Permittee and consulted regarding clean-up procedures.

3. Reporting Measures

Permittee shall meet each reporting requirement described below.

3.1 Notification of Proposed Activities. Permittee shall provide CDFW written notification of proposed routine maintenance activities to be performed in the upcoming year by July 15 each year with the exception of Year 2015. Notification for 2015 shall be provided by September 28, 2015. Notification reports shall describe the project location, length and width of impact area, and a detailed description of proposed modifications to the channel. Reports shall be submitted to CDFW regardless of whether work is proposed.

CDFW shall append annual notification reports of proposed maintenance activities to this Agreement. For streamlined tracking, Permittee shall label annual notification reports according to the following convention: Exhibit A-[year] (e.g. Exhibit A-2015, Exhibit A-2016).

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 10 of 16

- 3.2 Annual Reports for Completed Projects. On an annual basis, Permittee shall provide CDFW written notification of maintenance projects completed. Annual reports shall include a brief project description, amount of sediment removed and the appropriate fee from the current CDFW Streambed Alteration Agreement Fee Schedule for work completed under this Agreement based upon the number of projects completed in the reporting period. The annual report is due on December 15 of each year. A report shall be submitted to CDFW regardless of whether work was completed. CDFW may terminate this Agreement if reports and fees are not submitted by this deadline.
- 3.3 <u>Four-year Status Report</u>. The Permittee shall provide a status report to CDFW every four years (2018 and 2022). The status report shall be delivered to CDFW no later than December 31 of each four-year period, and shall include all of the following information:
 - a) A copy of the original Agreement.
 - b) The status of the activities covered by the Agreement.
 - c) An evaluation of the success or failure of the measures in the Agreement to protect the fish and wildlife resources that the activity may have substantially adversely affected.
 - 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 four-year status report, and conduct an onsite inspection to confirm that the 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 may be substantially adversely affected by the activity, CDFW, in consultation with the Permittee, and within 45 days of receipt of the report, shall impose one or more new measures to protect the fish and wildlife resources affected by the activity. If requested to do so by the Permittee, CDFW shall make available the information upon which it determined the Agreement no longer protects the affected fish and wildlife resources

3.4 Notification to the California Natural Diversity Database (CNDDB). If any listed, rare, or special status species are detected during project surveys or on or around the project site during project activities, the Permittee shall submit CNDDB Field Survey Forms to CDFW in the manner described at the CNDDB website

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 11 of 16

(http://www.dfg.ca.gov/biogeodata/cnddb/submitting data to cnddb.asp) within 14 working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

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:

Don Snaman
Port of Redwood City
675 Seaport Boulevard
Redwood City, CA 94063
Work (650) 306-4150
Fax (650) 369-7636
dsnaman@redwoodcityport.com

To CDFW:

California Department of Fish and Wildlife
Bay Delta Region
7329 Silverado Trail
Napa, California 94558
Attn: Lake and Streambed Alteration Program – Suzanne DeLeon
Notification #1600-2015-0199-R3
Fax (707) 944-5553
Suzanne.Deleon@wildlife.ca.gov

LIABILITY

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

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

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 12 of 16

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 (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.

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 13 of 16

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 (Fish & G. Code, § 1605, subd. (f)).

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

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 14 of 16

applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa changes.html.

TERM

This Agreement shall expire on December 31, 2024 unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

EXHIBITS

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

A. Annual Notifications of Proposed Work (reserved for future exhibits)

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.

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 15 of 16

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 PORT OF REDWOOD CITY	
. Can de la	SEPTEMBER 15 2015
Don Snaman	Date
Permittee	
FOR DEPARTMENT OF FISH AND WILDLIFE	
Q'A	10/8/5
Craig J. Weightman	Date
Environmental Program Manager	

Prepared by: Suzanne DeLeón

Environmental Scientist

Date Sent: September 2, 2015; September 15, 2015

Notification #1600-2015-0199-R3 Streambed Alteration Agreement Page 16 of 16

EXHIBIT A ANNUAL NOTIFICATIONS OF COMPLETED WORK

(Reserved for future exhibits)

		FOR DEPART	MENT USE ONLY	10
Date Received	Amount Received	Amount Due	Date Complete	Notification No.
6/09/2015	\$ 3315.75	\$		1600-2015-0199-3

PONT OF RESUMED STATE OF CALIFORNIA

CALIFORNIA

CALIFORNIA

DELEM

CALIFORNIA

Lt. OBER

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

CALIFORNIA

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

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

1. APPLICANT PROPOSING PROJECT

Name	Don Snaman			Fish & William
Business/Agency	Port of Redwood City			FISH OF THE PROPERTY OF THE PR
Street Address	675 Seaport Blvd.			JUN u 9 2015
City, State, Zip	Redwood City, Ca, 94063			
Telephone	(650) 306-4150	Fax	(650) 369-7636	Napa
Email	dsnaman@redwoodcityport.com			

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

Name	Jaclyn Gnusti		
Street Address	2185 N. California Blvd., Suite 500		
City, State, Zip	Walnut Creek, CA 94596		
Telephone	(925) 944-5411	Fax	(925) 944-4732
Email	jgnusti@gmail.com		

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

Name		
Street Address		
City, State, Zip		
Telephone	Fax	
Email		

4. PROJECT NAME AND AGREEMENT TERM

A. Project Name		Port of Redwood City Wharves 1-4 Maintenance Dredging			
B. Agreement Term Requested ☐ Regular (5 years or less) ☐ Long-term (greater than 5 years)					
C. Project Term D. Seasonal Work Period			E. Number of Work Days		
Beginning (year)	Ending (yea	ar)	Start Date (month/day)	End Date (month/day)	
2015	2024		June 1	November 30	30

3

Che	ck the applicable box. If box B, C, D, or E is check	ked, complete the specified attac	hment.	ALL STATES			
۹.	☐ Standard (Most construction projects, excludi	ing the categories listed below)					
3.	☐ Gravel/Sand/Rock Extraction (Attachment A)	Mine I.D. Number:					
О.	☐ Timber Harvesting (Attachment B)	□ Timber Harvesting (Attachment B) THP Number:					
Ο.	☐ Water Diversion/Extraction/Impoundment (At	tachment C) SWRCB Number:					
1	☑ Routine Maintenance (Attachment D)	-					
F.	☐ CDFW Fisheries Restoration Grant Program	(FRGP) FRGP Contract	Number				
G.	□ Master						
н.	☐ Master Timber Harvesting						
and	ase see the current fee schedule to determine the corresponding fee. Note: The Department may note: A. Project	ot process this notification until th	e correct fee has b B. Project Cost	C. Project Fee			
1	Maintenance Dredging (3 episodes per 10	year period @ \$122.75/ea)	\$1.5M each	\$368.25			
2							
3							
4							
5			D. Base Fee (if applicable)	\$2,947.50			
			E. TOTAL FEE ENCLOSED	\$3,315.75			
. Р	RIOR NOTIFICATION OR ORDER						
Α.	Has a notification previously been submitted to, or by, the Department for the project described in this	a Lake or Streambed Alteration as notification?	Agreement previo	usly been issued			
	☐ Yes (Provide the information below)	No					
	Applicant:No	otification Number:	Date	e:			
	ls this notification being submitted in response to	an order, notice, or other directive		urt or			
В.	administrative agency (including the Department)?						

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

8. PROJECT LOCATION

(Include a map tha	otion of project location. t marks the location of the pro najor road or highway)	oject with a re	eference to	the nearest city	or town, and	provide driving
	ood City wharves are loca Francisco Bay. The proje ship channel.					
	via land, take Highway 1 A-84 west. Follow Seapo					
See Figure 1.						
					□ Continue	d on additional page(s)
B. River, stream, or la	ke affected by the project.	Redwood (Creek			
C. What water body is	the river, stream, or lake tribu	utary to?	SF Bay			
	m segment affected by the product and Scenic Rivers Acts?	oject listed ir	n the	□ Yes	€ No	☐ Unknown
E. County San M	1ateo					
F. USGS 7.5 Minute 0	Quad Map Name	G. T	ownship	H. Range	I. Section	J. 1/4 Section
Redwood Po	oint US Topo - 5640622	T.	4S R4W		S36 T4S R4W	NE 1/4 of SE 1/4
					☐ Continue	d on additional page(s)
K. Meridian (check on	e) 🗆 Humboldt	☑ Mt. Diable	o □ San	Bernardino		
L. Assessor's Parcel I	Number(s)					100
					□ Continue	d on additional page(s)
M. Coordinates (If ava	ailable, provide at least latitud	le/longitude d	or UTM coo	rdinates and che	eck appropria	te boxes)
	Latitude: 37d30'45" N Longitude: 122d12			2'39" W		
Latitude/Longitude		s/Seconds	□ De	cimal Degrees	□ Dec	imal Minutes
UTM	Easting:	Northing:			□ Zon	e 10 □ Zone 11
Datum used for Latitu	de/Longitude or UTM		□ NAD 27		☑ NAD 83 c	or WGS 84

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

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

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

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

10. PROJECT DESCRIPTION	
 A. Describe the project in detail. Photographs of the project location and immediate s Include any structures (e.g., rip-rap, culverts, or channel clearing) that will be pl the stream, river, or lake. 	
 Specify the type and volume of materials that will be used. 	
If water will be diverted or drafted, specify the purpose or use.	
Enclose diagrams, drawings, plans, and/or maps that provide all of the following: dimensions of each structure and/or extent of each activity in the bed, channel, be entire project area (i.e., "bird's-eye view") showing the location of each structure a features, and where the equipment/machinery will enter and exit the project area.	ank or floodplain; an overview of the and/or activity, significant area
This project includes maintenance dredging of the Port of Redwood Ciproject is performed approximately every 2 to 3 years to maintain a below 1 foot of allowable overdepth. Dredged sediment is composed print the material has been disposed at SF-11 (in-Bay) or at SF-DODS (oce	rth depth of -34 feet MLLW, marily of bay mud. Historically
This agreement would include a maximum of 3 dredging episodes at 5 total of 150,000 cubic yards over 10 years. All dredging and material d required by regulatory permits, and the Dredged Material Management	isposal/placement will be as
	☐ Continued on additional page(s)
B. Specify the equipment and machinery that will be used to complete the project.	
Mechanical dredge (crane mounted on a scow), bottom dump scows, s	support vessels, tug boat
	☐ Continued on additional page(s)
C. Will water be present during the proposed work period (specified in box 4.D) in the stream, river, or lake (specified in box 8.B).	Yes ☐ No (Skip to box 11)

□ No

D. Will the proposed project require work in the wetted portion of the channel?

NOTIFICATION OF LAKE OR STREAMBED ALTERATION

11. PROJECT IMPACTS

A. Describe impacts to the bed, channel, ar Specify the dimensions of the modificati volume of material (cubic yards) that will	nd bank of the river, stream, or lake, and t ons in length (linear feet) and area (squar be moved, displaced, or otherwise distur	e feet or acres) and the type and
The dredging footprint is 5.2 acres a maximum of 50,000 cubic yards of seach dredging episode, for a total of disposed at a permitted in-Bay, ocean	ilted-in material (maintenance mat 150,000 cubic yards maximum in	erial) would be removed during 3 episodes. All material will be
B. Will the project affect any vegetation?	☐ Yes (Complete the tables below)	Ź No
Vegetation Type	Temporary Impact	Permanent Impact
	Linear feet:	Linear feet:
	Total area:	Total area:
	Linear feet:	Linear feet:
	Total area:	Total area:
Tree Species	Number of Trees to be Removed	Trunk Diameter (range)
		☐ Continued on additional page(s)
C. Are any special status animal or plant s near the project site?	pecies, or habitat that could support such	species, known to be present on or
All dredging will be in compliance wi	in established work windows for sp	
D. I.d. are the country of the country of the	4 11 27 11 27 25 25 25 25 25 25 25 25 25 25 25 25 25	☐ Continued on additional page(s
D. Identify the source(s) of information that	supports a yes or no answer above in	BOX 11.C.
E. Has a biological study been completed	for the project site?	
☐ Yes (Enclose the biological study)	선 No	
Note: A biological assessment or study	may be required to evaluate potential proj	ect impacts on biological resources.
F. Has a hydrological study been complete	ed for the project or project site?	
☐ Yes (Enclose the hydrological study)		
	mation on site hydraulics (e.g., flows, cha o evaluate potential project impacts on hyd	

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

A. Describe the techniques that will be used to prevent sediment from entering watercour	ses during and after o	onstruction.
A closed mechanical bucket will lift the sediment into a closed barge. The to prior to dredging, and will be electronically monitored for leaks during the cleak or loss of material will automatically alert the EPA. Further, an inspect to ensure all dredging is in compliance with permits and regulatory requires	ourse of the proje or will be onsite p	ct. Any
	☐ Continued on addi	tional page(s)
B. Describe project avoidance and/or minimization measures to protect fish, wildlife, and	plant resources.	
1 through November 30. Wildlife not affected since all work is in water and noise regulations. No vegetation will be impacted.	will comply with c	ny an ana
	☐ Continued on addi	tional page(s)
C. Describe any project mitigation and/or compensation measures to protect fish, wildlife,	and plant resources.	
 PERMITS List any local, state, and federal permits required for the project and check the correspon 	☐ Continued on add	
each permit that has been issued.	iding box(es). Enclose	o a dopy of
U.S. Army Corps of Engineers - 10 year dredging permit	🗹 Applied	☐ Issued
Water Board - 10 year Water Quality Certification	✓ Applied	☐ Issued
BCDC - 10 year permit amendment (#m93-77)		☐ Issued
D. Unknown whether $\;\square$ local, $\;\square$ state, or $\;\square$ federal permit is needed for the project	(Check each box th	at applies)
	☐ Continued on add	litional nage/s

14. ENVIRONMENTAL REVIEW

A. Has a draft or final doc National Environmenta Species Act (ESA)?	ument been prepared for th l Protection Act (NEPA), Ca	ne project pursual alifornia Endange	nt to the California Envir red Species Act (CESA	ronmental Quality Act (CEQA),) and/or federal Endangered	
,	for each CEQA, NEPA, CESA, or each CEQA, NEPA, CESA,				
✓ Notice of Exemption ☐ Mitigated Negati				document (<i>type</i>):	
☐ Initial Study ☐ Negative Declaration ☐ THP/ NTMP	☐ Environmental II n ☐ Notice of Detern ☐ Mitigation, Monit	nination (Enclose) ☐ ESA docume	ent (type):	
B. State Clearinghouse N	umber (if applicable)	n/a			
C. Has a CEQA lead ager	ncy been determined?	✓ Yes (Comple	ete boxes D, E, and F)	□ No (Skip to box 14.G)	
D. CEQA Lead Agency	Port of Redwood City	· · ·	, , _ , _ ,		
E. Contact Person	Don Snaman	- 10	F. Telephone Number	(650) 306-4150	
G. If the project described	in this notification is part o	of a larger project	or plan, briefly describe	that larger project or plan.	
H Has an environmental	filing fee (Fish and Game 0	Code section 711	4) heen naid?	☐ Continued on additional page(s)	
✓ Yes (Enclose proof				on a filing fee has not been paid)	
Note: If a filing fee is requis paid.	uired, the Department may i	not finalize a Lak	e or Streambed Alteration	on Agreement until the filing fee	
15. SITE INSPECTION					
Check one box only.		. Y			
representative to en reasonable time, an					
✓ I request the Depar	partment determines that a nter the property where the nd hereby certify that I am a	project described authorized to gran	I in this notification will t it the Department such	ake place at any	

16. DIGITAL FORMAT

		_			
	Is any of the information included as part of the notification available in digital format (i.e., CD, DVD, etc.)?				
☐ Yes (Please enclose the information via digital media with the completed notification form)					
	☑ No				
17.	. SIGNATURE				
	I hereby certify that to the best of my knowledge the information in this notification is true and correct and that I am authorized to sign this notification as, or on behalf of, the applicant. I understand that if any information in this notification is found to be untrue or incorrect, the Department may suspend processing this notification or suspend or revoke any draft or final Lake or Streambed Alteration Agreement issued pursuant to this notification. I understand also that if any information in this notification is found to be untrue or incorrect and the project described in this notification has already begun, I and/or the applicant may be subject to civil or criminal prosecution. I understand that this notification applies only to the project(s) described herein and that I and/or the applicant may be subject to civil or criminal prosecution for undertaking any project not described herein unless the Department has been separately notified of that project in accordance with Fish and Game Code section 1602 or 1611.				
	5/26/2015				

Attachment to NOTIFICATION OF LAKE OR STREAMBED ALTERATION Port of Redwood City Wharves 1-4 Maintenance Dredging May 2015

Field 10 Project Description

D. Will the proposed project required work in the wetted portion of the channel?

Yes, the project consists of dredging of sediment from the sea bed, at over 30 feet below MLLW. Therefore no water diversion would be required or implemented during this project.

Field 11 Project Impacts

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

Steelhead Trout: Dredging will only occur between June 1 and November 30 in compliance for the allowable work window established by the LTMS, unless permitted by NMFS and CDFW by consultation.

Longfin Smelt: A No-take Determination was submitted for the 2010 maintenance dredging project and approved by California Fish and Game. That document determined that this project will not affect longfin smelt or results in the incidental take of any longfin smelt individuals due to the project location in the south bay and occurrence in the fall.

The dredging area is over 500 feet from the nearest wetland/marsh, Bair Island, which is located across Redwood Creek. The Federally maintained ship channel is between the berths and the marsh.

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

Information based on guidance documents (EFH Conservation Measures document dated June 9, 2011; Longfin smelt guidance documents on LTMS website) and communications with LMTS Program managers/previous permits related to dredging at the Port.

STATE OF CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

NOTICIO ATION OF	LAKE OR STREAMBED	AI TEDATION
NUTIFICATION OF	LAKE OR STREAMBED	ALIERATION

٩p	plicant Name: Port of Redwood City
>r	oject Title: Wharves 1-4 Maintenance Dredging
	ATTACHMENT D
	Routine Maintenance
Se	he applicant is notifying the Department to obtain an agreement for routine maintenance activities, ection I must be completed and the information and documents described in Sections II and III must be bmitted with the notification.
	REGULARLY RE-OCCURRING MAINTENANCE ACTIVITIES
	These are generally activities designed to maintain channel capacity. Check each box that applies:
	☐ Sediment removal:
	☐ In and around bridges, culverts, storm drain outlets, and/or water diversion inlets
	☐ Stream channel bottom
	☐ Pond or lake
	 ☐ Marina basin Deepwater ship berths adjacent to federally maintained Redwood Creek deepwater ✓ Other: navigation channel.
	☐ Clearing trash and debris
	☐ Removing fallen trees
	☐ Removing dead (not dormant) trees and shrubs
	☐ Vegetation:
	☐ Limbing and/or trimming of branches and tree limbs
	☐ Vegetation removal under high power lines
	☐ Mowing levee slopes and stream banks
	☐ Mowing within stream and floodway channels
	☐ Removing emergent (e.g., bulrush and cattails) or other near water vegetation with:
	☐ hand tools
	☐ mechanical vegetation cutters and shredders
	☐ heavy equipment (soil disturbance)
	☐ chemicals

NOTIFICATION OF LAKE OR STREAMBED ALTERATION ATTACHMENT D

Removing vegetation from the <i>upper half</i> of the bank with:
☐ hand tools
☐ mechanical vegetation cutters or shredders
☐ heavy equipment (soil disturbance)
☐ chemicals
☐ Removing vegetation from the <i>lower half</i> of bank with:
☐ hand tools
☐ mechanical vegetation cutters or shredders
☐ heavy equipment (soil disturbance)
☐ chemicals
☐ Removing vegetation within the channel with:
☐ hand tools
mechanical vegetation cutters and shredders
☐ heavy equipment (soil disturbance)
☐ chemicals
☐ Removing invasive, non-native plants with:
☐ hand tools
mechanical vegetation cutters and shredders
☐ heavy equipment (soil disturbance)
☐ chemicals
Other:
☐ Debris and brush pile burning
☐ Burning levees
☐ Minor erosion repair:
☐ Repair at existing erosion control sites
☐ New erosion repair
☐ Revegetation with local, native plant species

NOTIFICATION OF LAKE OR STREAMBED ALTERATION ATTACHMENT D

Chemi	cal application:	
	Herbicides	
	Rodenticides	
	Insecticides	
Minor I	oridge work:	
	Reinforcing pilings	
	Reinforcing aprons	
	Bridge painting (access and falsework)	
Mat	erials to be used for reinforcement:	
Other:		
Other:		_
Other:		

II. MAP OR MAPBOOK

Maps must be of sufficient detail to assist in locating maintenance sites and should include the following:

- A. The applicant's jurisdictional boundaries
- B. All watercourses within the jurisdictional boundaries where maintenance will occur
- C. A key to identify each watercourse and the maintenance activities and location (e.g., bridges, water control diversions, and large scale maintenance) of those activities that are likely to occur

III. SPECIAL STATUS SPECIES LOCATIONS

A drawing, diagram, or map that shows the applicant's jurisdictional boundaries and the locations within that area where special status species are known to exist.