

PARTICIPATING SPECIAL ENTITY AGREEMENT

Between

THE SANTA CLARA VALLEY HABITAT AGENCY

and

PACIFIC GAS AND ELECTRIC COMPANY

PG&E GAS TRANSMISSION LINE 300A: ID-27 SITE 4 REPAIR PROJECT

1.0 PARTIES

This Agreement, for reference dated March 3, 2015, is made and entered into by the Santa Clara Valley Habitat Agency, a California joint exercise of powers agency ("Agency"), and Pacific Gas & Electric Company, a California public corporation ("Participating Special Entity" or "PSE").

2.0 RECITALS

The Parties have entered into this Agreement in consideration of the following facts:

- 2.1 The Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan ("SCVHP" or "Plan") is intended to provide a comprehensive framework to protect natural resources within Santa Clara County, specifically in portions of the Santa Clara Valley bounded on the east by the Diablo Range, on the west by the Santa Cruz Mountains, and on the North by the San Francisco Bay shoreline (the Plan Area), while improving and streamlining the environmental permitting process for certain projects that would cause impacts on endangered and threatened species. The primary policy priority of the Plan is to provide comprehensive species, wetlands, and ecosystem conservation and contribute to recovery of endangered and threatened species within the Plan Area while balancing open space, habitat, agriculture, and urban development. To that end, the Plan describes how to avoid, minimize, and mitigate, to the maximum extent practicable, impacts on Covered Species and their habitats while allowing for certain development and other activities in selected regions of the County of Santa Clara and the Cities of San Jose, Morgan Hill, and Gilroy.

- 2.2 The Agency is a joint powers authority formed by its members, the County of Santa Clara ("County"), the City of San Jose ("San Jose"), the City of Morgan Hill ("Morgan Hill"), and the City of Gilroy ("Gilroy"), to implement the SCVHP.
- 2.3 The SCVHP covers almost two-thirds (62%) of the County, or 519,506 acres, all in Santa Clara Valley, in which impacts from certain development and other activities are evaluated, and in which conservation will occur.
- 2.4 The area covered by the SCVHP has been determined to provide, or potentially provide, habitat for eighteen (18) species that are listed as endangered or threatened, that could in the future be listed as endangered or threatened, or that have some other special status under federal or state laws.
- 2.5 The Agency has received authorization from the United States Fish and Wildlife Service ("USFWS") under incidental take permit TE 94345A-0, and the California Department of Fish and Wildlife ("CDFW"), under incidental take permit 2835-2012-002-03, for the Take of the eighteen (18) special-status species and certain other species, as take is defined respectively under federal and state law, while carrying out certain development and other activities.
- 2.6 The Agency may enter into agreements with participating special entities that allow certain activities of theirs to be covered by the Federal Permit and the State Permit, subject to the conditions in the Implementing Agreement ("IA"), the SCVHP and the Permits.
- 2.7 PSE proposes to implement the *PG&E Gas Transmission Line 300A: ID-27 Site 4 Repair Project* and seeks extension of the Agency's permit coverage to excavate an 8x14' by 8' (deep) bell hole at site location 4 in order to complete inspection and repair, as described in the PSE's completed Application.
- 2.8 The Agency has concluded, based on the terms of this Agreement including the location/site map attached hereto and incorporated herein by reference as Exhibit 1, and the Conditions of Approval attached hereto and incorporated by reference as Exhibit 2, that PSE has provided adequate assurances that it will comply with all applicable terms and conditions of the IA, the SCVHP, and the Permits.

3.0 DEFINITIONS

The following terms as used in this Agreement will have the meanings set forth

below. Terms specifically defined in FESA, CESA or NCCPA or the regulations adopted by USFWS and CDFW under those statutes shall have the same meaning when used in this Agreement. Definitions used in this Agreement may elaborate on, but are not intended to conflict with, such statutory or regulatory definitions.

- 3.1 **“Application”** means the relevant application submitted by the PSE in accordance with Chapter 8.4 of the SCVHP. The Application contains a cover sheet, a location/site map of the project, the results of required planning surveys, the PSE’s proposed avoidance, minimization and mitigation measures, and the proposed conditions under Chapter 6 of the SCVHP, for inclusion as conditions of the PSE using Agency’s Permits.
- 3.2 **“Authorized Take”** means the extent of incidental Take of Covered Species authorized by the USFWS in the Federal Permit issued to the Agency pursuant to Section 10(a)(1)(B) of FESA, and the extent of Take of Covered Species authorized by CDFW in the State Permit issued to the Agency pursuant to California Fish and Game Code section 2835.
- 3.3 **“CDFW”** means the California Department of Fish and Wildlife, a department of the California Resources Agency.
- 3.4 **“CESA”** means the California Endangered Species Act (Fish & G. Code, § 2050 et seq.) and all rules, regulations and guidelines promulgated pursuant to that Act.
- 3.5 **“Changed Circumstances”** means changes in circumstances affecting a Covered Species or the geographic area covered by the SCVHP that can reasonably be anticipated by the Parties and that can reasonably be planned for in the SCVHP. Changed Circumstances and planned responses to Changed Circumstances are more particularly defined in Sections 3.7, 11.3, and 11.3.1 of the IA and in Chapter 10.2.1 and Exhibit A of the SCVHP. Changed Circumstances do not include Unforeseen Circumstances.
- 3.6 **“Conditions of Approval”** means the conditions of approval required by the Agency for the approval of this PSE Agreement, including but not limited to conditions relating to compliance with Chapter 6 of the SCVHP and all avoidance, minimization and mitigation measures that are specified in Exhibit 2 hereto.
- 3.7 **“Covered Activities”** means those land uses and conservation and other activities described in Chapter 2.3 of the SCVHP to be carried out by the Agency or its agents that may result in Authorized Take of

Covered Species during the term of the SCVHP, and that are otherwise lawful.

- 3.8 **“Covered Species”** means the species, listed and non-listed, whose conservation and management are provided for in the SCVHP and for which incidental Take is authorized by the Wildlife Agencies pursuant to the Permits. Covered Species are specified in Exhibit A of the IA.
- 3.9 **“Effective Date”** means the date when this Agreement is fully executed.
- 3.10 **“Federal Listed Species”** means the Covered Species which are listed as threatened or endangered species under FESA as of the Effective Date, and the Covered Species which are listed as threatened or endangered pursuant to FESA during the term of the SCVHP as of the date of such listing.
- 3.11 **“Federal Permit”** means the federal incidental Take permit issued by USFWS to the Agency and other local agencies pursuant to Section 10(a)(1)(B) of FESA (permit number TE 94345A-0), as it may be amended from time to time.
- 3.12 **“FESA”** means the Federal Endangered Species Act of 1973, as amended (16 U.S.C § 1531 et seq.) and all rules, regulations and guidelines promulgated pursuant to that Act.
- 3.13 **“Fully Protected Species”** means any species identified in California Fish and Game Code sections 3511, 4700, 4800, 5050 or 5515 that occur within the Plan Area.
- 3.14 **“SCVHP”** or **“Plan”** means the Santa Clara Valley Habitat Conservation Plan/Natural Community Conservation Plan.
- 3.15 **“Implementing Agreement”** or **“IA”** means the “Santa Clara Valley Habitat Plan Implementing Agreement.”
- 3.16 **“Jurisdictional Wetlands and Waters”** means State and federally regulated wetlands and other water bodies that cannot be filled or altered without permits from either the U.S. Army Corps of Engineers under section 404 of the Clean Water Act or, from the State Water Resources Control Boards under either section 401 of the Clean Water Act or the Porter-Cologne Water Quality Act, or CDFW under section 1602 of the Fish and Game Code, as further explained in Chapter 1.3.5 of the SCVHP.
- 3.17 **“Listed Species”** means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is listed as endangered or threatened under FESA or CESA.

- 3.18 “NCCPA”** means the Natural Community Conservation Planning Act (Fish & G. Code, § 2800 et seq.) and all rules, regulations and guidelines promulgated pursuant to that Act.
- 3.19 “Non-listed Species”** means a species (including a subspecies, or a distinct population segment of a vertebrate species) that is not listed as endangered or threatened under FESA or CESA.
- 3.20 “Party” or “Parties”** means any or all of the signatories to this Agreement.
- 3.21 “Permit Area”** means the area within the Plan Area where the Agency has received authorization from the Wildlife Agencies for the Authorized Take of Covered Species while carrying out Covered Activities.
- 3.22 “Permits”** means the Federal Permit and the State Permit.
- 3.23 “Plan Area”** means the geographic area analyzed in the SCVHP, located in within Santa Clara County, specifically in portions of the Santa Clara Valley bounded on the east by the Diablo Range, on the west by the Santa Cruz Mountains, and on the North by the San Francisco Bay shoreline, as depicted in Figures 1-1 and 1-2 of the SCVHP. The Plan Area is further described in detail in Chapter 1.2.2 of the SCVHP.
- 3.24 “Planning Survey”** collectively means all of the land cover and species surveys required by Chapter 6.8 of the SCVHP.
- 3.25 “Preserve System”** means the land acquired and dedicated in perpetuity through either a fee interest or conservation easement intended to meet the preservation, conservation, enhancement and restoration objectives of the SCVHP.
- 3.26 “Project”** means the Transmission Line 300A, ID-27 Site 4 Repair Project as described in Section 2.7 of this Agreement.
- 3.27 “State Permit”** means the state Take permit issued to the Agency and other local agencies pursuant to Section 2835 of the California Fish and Game Code (permit number 2835-2012-002-03), as it may be amended from time to time.
- 3.28 “Take”** has the same meaning provided by FESA and its implementing regulations with regard to activities subject to FESA, and also has the same meaning provided in the California Fish and Game Code with regard to activities subject to CESA and NCCPA.
- 3.29 “Unforeseen Circumstances”** under the Federal Permit means changes in circumstances affecting a Covered Species or

geographic area covered by the SCVHP that could not reasonably have been anticipated by the Plan developers and USFWS at the time of the Plan's negotiation and development, and that result in a substantial and adverse change in the status of a Covered Species. "Unforeseen Circumstances" under the State Permit means changes affecting one or more species, habitat, natural community, or the geographic area covered by the Plan that could not reasonably have been anticipated at the time of Plan development, and that result in a substantial adverse change in the status of one or more Covered Species.

3.30 "USFWS" means the United States Fish and Wildlife Service, an agency of the United States Department of Interior.

3.31 "Wildlife Agencies" means USFWS and CDFW collectively.

4.0 PURPOSES

This Agreement defines the Parties' roles and responsibilities and provides a common understanding of actions that will be undertaken to avoid, minimize and mitigate the effects on the Covered Species caused by the Project, and to provide for the conservation of the Covered Species within the Plan Area. The purposes of this Agreement are to ensure implementation of each of the terms and conditions of this Agreement, and the relevant terms of the IA, the SCVHP, and the Permits, and to describe remedies and recourse should either Party fail to perform its obligations as set forth in this Agreement.

5.0 AVOIDANCE, MINIMIZATION AND MITIGATION OF IMPACTS

5.1 General Framework

As required by FESA and NCCPA, the SCVHP includes measures to avoid and minimize take of Covered Species and to conserve natural communities and Covered Species at the landscape-, habitat- and species-level. Chapter 6 of the SCVHP provides further instructions to determine which avoidance and minimization measures are applicable to particular Covered Activities. PSE shall implement all applicable avoidance and minimization measures as required by the SCVHP, including but not limited to those identified in Chapter 6, as described in this Agreement and Conditions of Approval (Exhibit 2).

5.2 Surveys and Avoidance Measures

Planning Surveys are required prior to carrying out any Covered Activity for which a fee is collected or land in lieu of a fee is provided. PSE has submitted Planning

Surveys with its application for approval by the Agency in accordance with Chapter 6.8 of the SCVHP. This Planning Survey report is contained within the Application, which describes the results of the Planning Survey and describes in detail the pre-construction surveys, construction monitoring, avoidance measures and mitigation measures that apply to the Project and shall be performed by PSE. Based on the Application, the Agency has incorporated specific Conditions of Approval in Exhibit 2 to this Agreement and has determined that PSE will implement and comply with all applicable preconstruction surveys and construction monitoring requirements described in Chapters 6.3, 6.4, 6.5 and 6.6 of the SCVHP and the Conditions of Approval hereto.

5.3 No-Take Conditions

Nothing in this Agreement, the SCVHP or the Permits shall be construed to allow the Take of the following species as described below:

- 5.3.1 Burrowing Owl** - Injury or death to Burrowing Owl, including, but not limited to, passive relocation occurring before a positive growth trend as described in Chapter 5.4.6 of the SCVHP is achieved.
- 5.3.2 Least Bells Vireo** – Disturbance of active nests during the breeding season as described in Condition 16 of Chapter 6 of the SCVHP.
- 5.3.3 Tricolored Blackbird** – Disturbance of nesting colonies as described in Condition 17 of Chapter 6 of the SCVHP.
- 5.3.4 San Joaquin Kit Fox** - Injury or death to San Joaquin Kit Fox as specified in Condition 18 of Section 6.6.1 of the SCVHP (“San Joaquin Kit Fox – Avoidance and Minimization”).
- 5.3.5 Tiburon Indian Paintbrush** - Loss of occurrences of Tiburon Indian Paintbrush, as described in Table 4-6 of the SCVHP.
- 5.3.6 Coyote Ceanothus** - Loss of occurrences of Coyote Ceanothus, as described in Table 4-6 of the SCVHP.
- 5.3.7 Loma Prieta Hoita** - Loss of occurrences of Loma Prieta Hoita until additional occurrences are found, as described in Table 4-6 of the SCVHP.
- 5.3.8 Contra Costa Goldfields** - as described in Condition 1 of Chapter 6 of the SCVHP.
- 5.3.9 Fully Protected Species** under California Fish and Game Code sections 3511, 4700, 4800, 5050 or 5515.

5.4 Fees and Dedications

The payment of fees and charges, and/or dedication of land, must be made in full before any ground-disturbance associated with the Project occurs. PSE agrees to pay all fees, including all applicable mitigation fees (Subsection 5.5.1), any land in lieu (Subsection 5.5.2), and PSE charge (Subsection 5.5.4), or a combination thereof, that are required for the Project in the following manner and in the amounts specified in Exhibit 3 hereto:

5.4.1 Mitigation Fees. Pay the Agency a one-time payment of \$10,136.22, which amount includes all SCVHP mitigation fees necessary for the Project. The overall payment amount is the sum of all applicable fees multiplied by the acres of impact or miles of stream or vehicle trips (as applicable) for each fee category listed in Table 9-6 of the SCVHP and as adopted by the Agency's Governing Board Ordinance No. 2013-01 and Governing Board Resolution No. G-2015-003 and as may be adjusted periodically.

5.5 PSE Charges

In addition to the fees specified above in Section 5.5, Chapter 8.4 of the SCVHP authorizes the Agency to require PSEs to pay charges over and above those specified in Chapter 9 to cover indirect costs of extending permit coverage under the SVHCP, including the cost of Agency staff time to assist with permit coverage, a portion of the costs of Implementing Entity staff time to assist with permit coverage, a portion of the costs of the initial preparation of the Plan, and a portion of the costs of conservation actions designed to contribute to species recovery. Such charges have been adopted by the Agency Governing Board resolution, which may be amended from time to time, as follows:

5.5.1 Administrative Costs. PSE shall pay a flat fee of \$5,000 to pay Agency for all of Agency's actual costs of review and consideration of the PSE's application (including amendments thereto), including all costs of staff, consultants, legal counsel, and other costs including reproduction, public notice, publication, and any other cost necessary to process PSE's application for consideration of approval by the Agency. All administrative fees shall be paid in full by PSE to Agency prior to the effective date of this Agreement.

5.5.2 PSE Charge. In addition to the payment of all applicable

Mitigation Fees (including land in lieu) in accordance with Section 5.5 herein, the PSE shall also pay to the Agency a PSE Charge in the amount of \$5,000 or ten percent (10%) of all applicable Mitigation Fees, whichever is greater. Such PSE Charge shall be paid in full prior to any ground-disturbing activity and shall be based upon the Mitigation Fees in Section 5.5, including all adjustments to the Mitigation Fees in accordance with Subsection 5.5.3, of this Agreement.

5.5.3 This Section 5.6 is not intended to, and shall not be construed to, limit PSE's duty to indemnify the Agency as provided in Section 7.7 of this Agreement.

6.0 **TAKE AUTHORIZATION**

6.1 **Extension of Take Authorization to PSE**

As provided in Chapter 8.4 of the SCVHP, after receipt of the Wildlife Agencies' written concurrence that the Proposed Activity complies with the SCVHP, the Permits and the IA, and after execution of this Agreement, payment of fees [*or dedication of land as set forth in Section 5.6 of this Agreement*], compliance with the California Environmental Quality Act (Public Resources Code section 21000, et seq.) ("CEQA"), the Agency shall issue a Certificate of Inclusion to PSE that specifically describes the Authorized Take and required conservation measures and extends Take authorization under the Permits to PSE. PSE is ultimately responsible for compliance with all applicable terms and conditions of this Agreement, the IA, the SCVHP and the Permits.

6.1.1 **Compliance with the California Environmental Quality Act**

The Agency's issuance of a Certificate of Inclusion to the PSE is a public agency action that must comply with CEQA. The Project is maintenance work on an existing facility, with no discretionary permits. Maintenance work on existing gas pipeline facilities is covered by Statutory Exemption 15282(f). "The installation of new pipeline or maintenance, repair, restoration, reconditioning, relocation, replacement, or removal, or demolition of an existing pipeline as set forth in Section 21080.21 of the Public Resources Code, as long as the project does not exceed one mile in length." (14 CA ADC S15282, Title 14, Division 6, Chapter 3, Article 18). The Habitat Agency prepared a Notice of Exemption for the Project. The Agency is a CEQA responsible agency for purposes of the Project and, as such, will rely on the NOE for purposes of fulfilling its responsibilities under CEQA.

6.2 Duration of Take Authorization

6.2.1 After the Take authorization has been extended to the Project, the project and/or activities for which it is granted shall commence and progress in a timely and consistent manner towards completion within 36 calendar months of issuance of the Take authorization, or the Take authorization will automatically expire at the end of that period. The time for commencement and progression of work or the expiration date of the Take authorization may be extended by the Parties by written amendment to this Agreement.

6.2.2 Unless the Take authorization expires for failure to timely commence and progress the Project as described in Section 6.2.1, it shall remain in effect unless and until the Permits are revoked by USFWS or CDFW, in which case the Take authorization may also be suspended or terminated as provided in the SCVHP and the IA.

6.3 Section 7 Consultations with USFWS

Nothing in this Agreement is intended to alter the obligation of a federal agency to consult with USFWS pursuant to Section 7 of FESA (16 U.S.C. §1536(a)). The PSE acknowledges that, if the Proposed Activities are authorized, funded, or carried out by a federal agency, the federal agency and the Proposed Activities must also comply with Section 7. As provided in Section 12.4 of the IA, USFWS has made a commitment that, unless otherwise required by law or regulation, it will not require any measures under Section 7 that are inconsistent with or exceed the requirements of the SCVHP and the Permits for activities covered by the SCVHP and the Permits.

The Project is not authorized, funded, or carried out by a federal agency and therefore PSE is not required to comply with Section 7 of FESA with regard to the Project.

7.0 RIGHTS AND OBLIGATIONS OF PSE

7.1 Rights

Upon the Agency's issuance of a Certificate of Inclusion to PSE, PSE may Take the Covered Species while carrying out the Project in the Permit Area, as further authorized by and subject to the conditions of this Agreement, the IA, the SCVHP, and the Permits. The authority issued to PSE applies to all of its elected officials, officers, directors, employees, agents, subsidiaries, contractors, and

subcontractors, and their officers, directors, employees and agents to the extent that they participate in the implementation of the Project. PSE shall periodically conduct an educational program to fully inform all such persons and entities of the terms and conditions of the Permits, and PSE shall be responsible for supervising their compliance with those terms and conditions. All contracts between PSE and such persons and entities shall require their compliance with the Permits.

7.2 General Obligations

The PSE will fully and faithfully perform all obligations assigned to it under this Agreement, the IA, the SCVHP, the Permits, including but not limited to the obligations assigned in the following chapters of the SCVHP: Chapter 6 (Conditions on Covered Activities), Chapter 8.4 (Participating Special Entities), and Chapter 9 (Funding). PSE shall implement all measures and adhere to all standards included in the Conditions of Approval, and PSE shall reserve funding sufficient to fulfill its obligations under this Agreement, the IA, the SCVHP and the Permits throughout the term of this Agreement. PSE will promptly notify the Agency of any material change in its financial ability to fulfill its obligations under this Agreement.

7.3 Obligations In The Event of Suspension or Revocation

In the event that USFWS and/or CDFW suspend or revoke the Permits pursuant to Section 16 of the IA, PSE will remain obligated to fulfill its mitigation, enforcement, management, and monitoring obligations, and its other SCVHP obligations, in accordance with this Agreement and applicable statutory and regulatory requirements for all impacts resulting from implementation of the Project prior to the suspension or revocation.

7.4 Interim Obligations upon a Finding of Unforeseen Circumstances

If the Wildlife Agencies make a finding of Unforeseen Circumstances (as defined in Section 11.3 of the IA) with regard to a Federal Listed Covered Species, during the period necessary to determine the nature and location of additional or modified mitigation, PSE will avoid contributing to an appreciable reduction in the likelihood of the survival and recovery of the affected species. As described in Section 12.3 of the IA, the Wildlife Agencies shall be responsible for implementing such additional measures or modifications, unless PSE consents to do so.

7.5 Obligations In The Event Of Changed Circumstances

Changed Circumstances, as described in 50 Code of Federal Regulations section 17.22(b)(5)(i), are adequately addressed in Section 11.3 of the IA and further described in Chapter 10.2.1 of the HCCP/NCCP of the SCVHP, and PSE shall

implement any measures for such circumstances as called for in the SCVHP, as described in Section 11.3.1 of the IA.

7.6 Indemnification

PSE agrees to defend, indemnify, and hold harmless the Agency and its board members, officers, contractors, consultants, attorneys, employees and agents from any and all claim(s), action(s), or proceeding(s) (collectively referred to as "Proceedings") brought against Agency or its board members, officers, contractors, consultants, attorneys, employees, or agents arising out of or resulting from any of the following:

- Decisions or actions of the Agency related to the Project, this PSE Agreement, or compliance with the California Environmental Quality Act of 1970, as amended ("CEQA") with regard to the Project; and
- The negligence, recklessness, or intentional misconduct of any representative, employee, or agent of PSE.

Notwithstanding the above, (i) PSE shall have no duty to defend, indemnify, or hold harmless the Agency to the extent damages are sought in a tort claim arising out of or resulting from the individual negligence, recklessness, or intentional misconduct of any representative, employee, or agent of the Agency and (ii) the indemnification obligations set forth above shall in no way limit the rights and remedies of PSE with respect to any breach of the terms and conditions of this PSE Agreement by the Agency.

PSE's duty to indemnify the Agency includes, but is not limited to, damages, fees and/or costs awarded against or incurred by Agency, if any, and costs of suit, claim or litigation, including without limitation attorneys' fees and other costs, liabilities and expenses incurred in connection with any Proceedings.

7.6.1 Enforcement of Indemnification Provision

PSE agrees to indemnify Agency for all of Agency's costs, fees, and damages incurred in enforcing the indemnification provisions of this Agreement.

7.6.2 Compliance Costs

PSE agrees to defend, indemnify and hold harmless Agency, its officers, contractors, consultants, attorneys, employees and agents from and for all costs and fees incurred in additional investigation or study of, or for supplementing, redrafting, revising, or amending, any document (such as this Agreement or any document required for purposes of compliance with CEQA) if made necessary by any Proceedings.

7.6.3 Obligations in the Event of Litigation

In the event that PSE is required to defend Agency pursuant to Section 7.6 f this Agreement in connection with any Proceedings, Agency shall have and retain the right to approve, which approval shall not be withheld unreasonably:

- the counsel to so defend Agency;
- all significant decisions concerning the manner in which the defense is conducted; and
- any and all settlements.

Agency shall also have and retain the right to decline to participate in the defense, except that Agency agrees to reasonably cooperate with PSE in the defense of the Proceedings. If Agency participates in the defense, all Agency fees and costs shall be paid by PSE.

PSE's defense and indemnification of Agency set forth herein shall remain in full force and effect throughout all stages of litigation including any and all appeals of any lower court judgments rendered in the Proceedings.

8.0 REMEDIES AND ENFORCEMENT

If PSE fails to comply with the terms of this Agreement, the IA, the SCVHP, or the Permits, the Agency may withdraw the Certificate of Inclusion and terminate any Take authorization extended to PSE. The Agency shall also have all of the remedies available in equity (including specific performance and injunctive relief) and at law to enforce the terms of this Agreement, the IA, the SCVHP and the Permits, and to seek redress and compensation for any breach or violation thereof. The Parties acknowledge that the Covered Species are unique and that their loss as species would be irreparable and that therefore injunctive and temporary relief may be appropriate in certain instances involving a breach of this Agreement.

9.0 FORCE MAJEURE

In the event that a Party is wholly or partially prevented from performing obligations under this Agreement because of unforeseeable causes beyond the reasonable control of and without the fault or negligence of Party ("Force Majeure"), including, but not limited to, acts of God, labor disputes, sudden actions of the elements not identified as Changed Circumstances, or actions of non-participating federal or state agencies or local jurisdictions, the Party shall be excused from whatever performance is affected by such unforeseeable cause to the extent so affected, and such failure to perform shall not be considered a material violation or breach, provided that nothing in this section shall be deemed to authorize either Party to violate FESA, CESA or NCCPA, and provided further that:

- The suspension of performance is of no greater scope and no longer duration than is required by the Force Majeure;
- Within seven (7) days after the occurrence of the Force Majeure, the Party invoking this section shall give the other Party written notice describing the particulars of the occurrence;
- The Party shall use best efforts to remedy its inability to perform (however, this paragraph shall not require the settlement of any strike, walk-out, lock-out or other labor dispute on terms which in the sole judgment of the Party is contrary to its interest); and
- When the Party is able to resume performance of their obligations, it shall give the other Party written notice to that effect.

10.0 MISCELLANEOUS PROVISIONS

10.1 Calendar Days

Throughout this Agreement and the SCVHP, the use of the term “day” or “days” means calendar days, unless otherwise specified.

10.2 Notices

Any notice permitted or required by this Agreement shall be in writing, and delivered personally, by overnight mail, or by United States mail, certified and postage prepaid, return receipt requested. Notices may be delivered by facsimile or electronic mail, provided they are also delivered by one of the means listed above. Delivery shall be to the name and address of the individual responsible for each of the Parties, as follows:

For Agency:

Santa Clara Valley Habitat Agency
c/o Executive Officer
17555 Peak Avenue
Morgan Hill, CA 95037
Email: Edmund.Sullivan@scv-habitatagency.org
Phone: 408-779-7261

For PSE:

Robert Stiving- Manager Environmental
Management
6111 Bollinger Canyon Rd, #3230B
San Ramon, CA 94583
925-244-3672

Notices shall be transmitted so that they are received within the specified deadlines. Notices delivered personally shall be deemed received on the date they are delivered. Notices delivered via overnight delivery shall be deemed received on the next business day after deposit with the overnight mail delivery service. Notice delivered via certified mail, return receipt requested, shall be deemed received as of the date on the return receipt or five (5) days after deposit in the United States mail, whichever is sooner. Notices delivered by facsimile or other electronic means shall be deemed received on the date they are received.

10.3 Entire Agreement

This Agreement, together with the IA, the SCVHP and the Permits, constitutes the entire agreement among the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by any other Party or anyone acting on behalf of any other Party that is not embodied herein.

10.4 Amendment

This Agreement may only be amended with the written consent of both Parties.

10.5 Attorneys' Fees

If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the prevailing Party shall be able to recover its attorneys' fees and costs.

10.6 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the United States and the State of California, as applicable.

10.7 Duplicate Originals

This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the Parties hereto.

10.8 Relationship to the FESA, CESA, NCCPA and Other Authorities

The terms of this Agreement are consistent with and shall be governed by and construed in accordance with FESA, CESA, NCCPA and other applicable state and federal law.

10.9 No Third Party Beneficiaries

Without limiting the applicability of rights granted to the public pursuant to FESA, CESA, NCCPA or other applicable law, this Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary thereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

10.10 References to Regulations

Any reference in this Agreement, the IA, the SCVHP, or the Permits to any regulation or rule of the Wildlife Agencies shall be deemed to be a reference to such regulation or rule in existence at the time an action is taken.

10.11 Applicable Laws

All activities undertaken pursuant to this Agreement, the IA, the SCVHP, or the Permits must be in compliance with all applicable local, state and federal laws and regulations.

10.12 Severability

In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

10.13 Due Authorization

Each Party represents and warrants that (1) the execution and delivery of this Agreement has been duly authorized and approved by all requisite action, (2) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable it to enter into and comply with the terms of this Agreement, and (3) the person executing this Agreement on behalf of each Party has the authority to bind that Party.

10.14 No Assignment

The Parties shall not assign their rights or obligations under this Agreement, the Permits, or the SCVHP to any other individual or entity.

10.15 Headings

VHA-2015-001

Pacific Gas & Electric Company

Gas Transmission Line 300A: ID-27 Site 4 Repair

3/6/15

Headings are using in this Agreement for convenience only and do not affect or define the Agreement's terms and conditions.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Participating Special Entity Agreement to be in effect as of the date last signed below.

SANTA CLARA VALLEY HABITAT AGENCY:

DATE: _____

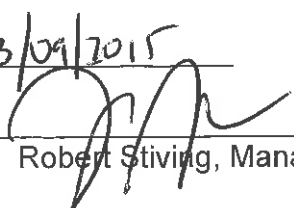
By: _____
Edmund Sullivan, Executive Officer

Approved as to form:

By: _____
Valerie J. Armento, Legal Counsel

PG&E:

DATE: 03/09/2015

By:  _____
Dustin Joseph for Rob Stiving
Robert Stiving, Manager-Environmental Management

Attachments:

EXHIBIT 1 (Location/Site Map of Project)

EXHIBIT 2 (Conditions of Approval)

EXHIBIT 3 (Fees and Charges)

VHA-2015-001

Pacific Gas & Electric Company

Gas Transmission Line 300A: ID-27 Site 4 Repair

3/6/15

EXHIBIT 1

LOCATION/SITE MAP OF PROJECT

EXHIBIT 2

CONDITIONS OF APPROVAL

Based upon the information provided by the PSE in its application describing how the PSE will comply with the applicable conditions, the Agency requires compliance with the following conditions of this Agreement and the Permits:

1. The Agency hereby approves the manner of compliance with applicable conditions specified in the PSE's application.
2. Based upon Chapter 6 of the Habitat Plan, the following conditions shall apply to the PSE's Project:
 - a. **Condition 1. Avoid Direct Impacts on Legally Protected Plant and Wildlife Species.**

See Attachment 1 for entire Habitat Plan Condition 1 text.

- b. **Condition 3. Maintain Hydrologic Conditions and Protect Water Quality.**

The following avoidance and minimization measures listed in Habitat Plan Table 6-2 are applicable to this project: 2, 3, 7, 8, 39, 53, 61, 62, 63, 65, 66, 67, 68, 69, 70, 72, 73, 74, 75, 76, 77, 83, 84, 85, 86, 88, 89, 90, 94, 95, 97, 99, 100, 101, 103, 104, 114. See Attachment 2 for Table 6-2 with applicable items indicated for this project.

- c. **Condition 8. Implement Avoidance and Minimization Measures for Rural Road Maintenance**

Project will comply with Condition 8 by implementing the measures outlined in the *Small Rural Access Road Construction and Maintenance Projects Activity Specific Erosion and Sediment Control Plan (A-ESCP)*, 2011.

- d. **Condition 10. Fuel Buffer**

Fire risk will be reduced through the implementation of fire prevention measures such as fire weather observations, communications, training, and general site safety and prevention requirements.

- e. **Condition 17. Tricolored Blackbird**

Project activities will occur within 250' of land cover classified as mixed riparian forest and woodland per the Santa Clara Habitat Agency Geobrowser. Within 14 days prior to the start of project activities (during nesting season), a qualified biologist will conduct nesting tricolored blackbird surveys. If nesting tricolors are found, a 250' buffer will be established.

VHA-2015-001

Pacific Gas & Electric Company

Gas Transmission Line 300A: ID-27 Site 4 Repair

3/6/15

EXHIBIT 3
FEES AND CHARGES

Fee type	Impact type	Fee rate	Acres (or linear feet)	Fee Multiplication Factor	Total
<i>Land Cover Fees</i>					
Zone A	Permanent	\$15,416 per acre	0		\$0.00
	Temporary		0.2		\$136.22
Total Mitigation Fees					\$136.22
PSE Charge (\$5,000 or 10% of mitigation fees, whichever is greater)					\$5,000.00
Administrative Costs					\$5,000.00
Total					\$10,136.22

LAND COVER KEY

- California Annual Grassland
- Serpentine Bunchgrass Grassland
- Serpentine Rock Outcrop
- Serpentine Sedge
- Rock Outcrop
- Northern Mixed Chaparral / Chamise Chaparral
- Mixed Serpentine Chaparral
- Northern Coastal Scrub / Diablan Sage Scrub
- Coyote Brush Scrub
- Valley Oak Woodland
- Mixed Oak Woodland and Forest
- Blue Oak Woodland
- Coast Live Oak Forest and Woodland
- Foothill Pine - Oak Woodland
- Mixed Evergreen Forest
- Willow Riparian Forest and Scrub
- Central California Sycamore Alluvial Woodland
- Mixed Riparian Forest and Woodland
- Redwood Forest
- Ponderosa Pine Woodland
- Knobcone Pine Woodland
- Coastal and Valley Freshwater Marsh
- Seasonal Wetland
- Pond
- Reservoir
- Orchard
- Vineyard
- Grain, Row-crop, Hay and Pasture, Disked / Short-cro
- Agriculture Developed
- Urban - Suburban
- Rural Residential
- Golf Courses / Urban Parks
- Landfill
- Ornamental Woodland
- Barren



THIS DRAWING IS FOR SCALE REFERENCE ONLY. THE LOCATION OF EXISTING AND PROPOSED STRUCTURES IS APPROXIMATE. ALL DIMENSIONS ARE APPROXIMATE. ORIGINAL DRAWING SIZE 11"x17". IMAGE SOURCE: GOOGLE EARTH.

GTS
 ENGINEERING & CONSULTING
 575 LENNON LN. SUITE 250
 WALNUT CREEK, CA 94598
 (925) 498-6500
 www.gtsinc.com

DATE LAST WORKED ON
 2/26/2015

SCALE
 1" = 200'

EXHIBIT 1, SITE PLAN
 ID-27, LOCATION 4
 ILI INVESTIGATION DIG
 MORGAN HILL, CALIFORNIA

DRAWING NUMBER
 GTS-13015

SHEET
 1 OF 1

INCH

0 1 2 3 4 5

0 1 2 3 4 5

0 1 2 3 4 5

0 1 2 3 4 5

0 1 2 3 4 5

0 1 2 3 4 5

0 1 2 3 4 5

0 1 2 3 4 5

Attachment 1. PG&E Transmission Line 300A: ID-27 Site 4 Repair Project

Condition 1. Avoid Direct Impacts on Legally Protected Plant and Wildlife Species.

Contra Costa Goldfields

Contra Costa goldfields is a federally endangered and CNPS 1B plant species whose extreme rarity precludes coverage under the Habitat Plan. Because the Habitat Plan does not cover the species, compliance is required on an individual basis.

The likelihood of discovery of new occurrences is very low. If a new occurrence of this species is found, its avoidance would be of the highest importance to the species' viability. If an applicant encounters Contra Costa goldfields on their site, they will contact the USFWS for written concurrence of avoidance to ensure that the project does not jeopardize the continued existence of the species.

Wildlife Species Protected Under Other Laws

Several wildlife species that occur in the study area are listed as fully protected, as defined under Sections 3511 and 4700 of the California Fish and Game Code. As described in Chapter 1, CDFW cannot issue permits for take¹ of these species. Fully protected species that are known or likely to occur in the study area are listed below.

- Golden eagle.
- Bald eagle.
- American peregrine falcon.
- Southern bald eagle.
- White-tailed kite.
- California condor.
- Ring-tailed cat (= ringtail).

Three of the fully protected raptor species—white-tailed kite, peregrine falcon, and golden eagle—forage widely throughout the study area but nest in discrete locations. Bald eagles are rare winter migrants to Santa Clara County but have been known to breed in the San Francisco Bay Area. A California condor population has been established in San Benito County (Pinnacles National Monument), and birds forage occasionally in Santa Clara County. Additionally, ringtails may be found in some riparian woodlands in the study area.

Further, all migratory bird species and their nests are protected under the Migratory Bird Treaty Act (MBTA). All birds listed above and those covered by the Plan (western burrowing owl, least Bell's vireo, and tricolored blackbird) are considered migratory birds and subject to the prohibitions of the MBTA. Actions conducted under the Plan must comply with the provisions of the MBTA and avoid killing or possessing covered migratory

¹ Take is defined more narrowly in the California Fish and Game Code than in the ESA; see Habitat Plan Chapter 1, *Introduction*, for details.

birds, their young, nests, feathers, or eggs. As described in Chapter 1, the FESA incidental take permit, once issued by USFWS, will automatically function as an MBTA Special Purpose Permit, as specified under 50 CFR Sec 21.27, for least Bell's vireo (the only migratory bird listed as threatened or endangered under the ESA) for a 3-year term subject to renewal by the Permittees (see Appendix 5 in U.S. Fish and Wildlife Service and National Marine Fisheries Service 1996). Should any other of the covered migratory birds become listed under the FESA during the permit term, the FESA permit would also constitute a Special Purpose Permit under the MBTA for that species for a 3-year term subject to renewal by the Permittees.

Golden eagle and bald eagle are also protected under the Bald and Golden Eagle Protection Act. Take of golden eagle or bald eagle includes "impacts that result from human-caused alterations initiated around a previously used nest site during a time when eagles are not present, if, upon the eagle's return, such alterations agitate or bother an eagle to a degree that injures an eagle or substantially interferes with normal breeding, feeding, or sheltering habits and causes, or is likely to cause, a loss of productivity or nest abandonment" (72 FR 31133).

Attachment 2. PG&E Transmission Line 300A: ID-27 Site 4 Repair Project

Table 1. Conditions 3, 4, and 5 Avoidance and Minimization Measures – All Projects

ID	Avoidance and Minimization Measure (AMM)	Project Type	Applies to Proposed Project		Documentation of compliance with AMM or rationale for why AMM does not apply ^a
			Yes	No	
	General				
1	Minimize the potential impacts on covered species most likely to be affected by changes in hydrology and water quality.	All		X	No impacts to water bodies. BMPs outlined in the <i>Activity Specific Erosion and Sediment Control Plan</i> (AESCP) will be utilized to prevent any runoff which could cause detriment to water quality See AESCP
2	Reduce stream pollution by removing pollutants from surface runoff before the polluted surface runoff reaches local streams.	All	X		See AESCP
3	Maintain the current hydrograph and, to the extent possible, restore the hydrograph to more closely resemble predevelopment conditions.	All	X		Area will be restored to pre-construction conditions and topography
5	Invasive plant species removed during maintenance will be handled and disposed of in such a manner as to prevent further spread of the invasive species.	All		X	No vegetation removal
7	Personnel shall prevent the accidental release of chemicals, fuels, lubricants, and non-storm drainage water into channels.	All	X		See AESCP
8	Spill prevention kits shall always be in close proximity when using hazardous materials (e.g., crew trucks and other logical locations).	All	X		See AESCP
11	Vehicles shall be washed only at approved areas. No washing of vehicles shall occur at job sites.	All		X	No vehicle washing needed
14	If high levels of groundwater in a work area are encountered, the water is pumped out of the work site. If necessary to protect water quality, the water shall be directed into specifically constructed infiltration basins, into holding ponds, or onto areas with vegetation to remove sediment prior to the water re-entering a creek.	All		X	Groundwater not anticipated
	Project Design				

Table 1. Conditions 3, 4, and 5 Avoidance and Minimization Measures
 – All Projects

ID	Avoidance and Minimization Measure (AMM)	Project Type	Applies to Proposed Project		Documentation of compliance with AMM or rationale for why AMM does not apply ^a
			Yes	No	
34	Use the minimum amount of impermeable surface (building footprint, paved driveway, etc.) as practicable.	All		X	No permanent impacts
35	Use pervious materials, such as gravel or turf pavers, in place of asphalt or concrete to the extent practicable.	All		X	No road building or permanent impacts.
36	Use flow control structures such as swales, retention/detention areas, and/or cisterns to maintain the existing (pre-project) peak runoff.	All		X	No permanent impacts, work will occur outside rainy season
37	Direct downspouts to swales or gardens instead of storm drain inlets.	All		X	No water diversion or collection required
38	Use flow dissipaters at runoff inlets (e.g, culvert drop-inlets) to reduce the possibility of channel scour at the point of flow entry.	All		X	No groundwater collection or discharge in project scope
39	Minimize alterations to existing contours and slopes, including grading the minimum area necessary.	All	X		See AESCP, footprint is minimized and area will be restored to pre-construction conditions
40	Maintain native shrubs, trees and groundcover whenever possible and revegetate disturbed areas with local native or non-invasive plants.	All		X	See AESCP
41	Combine flow-control with flood control and/or treatment facilities in the form of detention/retention basins, ponds, and/or constructed wetlands.	All		X	To water collection or discharge required
42	Use flow control structures, permeable pavement, cisterns, and other runoff management methods to ensure no change in post-construction peak runoff volume from pre-project conditions for all covered activities with more than 5,000 square feet of impervious surface.	All		X	To water collection or discharge required
51	All projects will be conducted in conformance with applicable County and/or city drainage policies.	All		X	To water collection or discharge required
53	When possible, maintain a vegetated buffer strip between staging/excavation areas and receiving waters.	All	X		Area between waterbody and project is currently vegetated, no impacts to that area are proposed

Table 1. Conditions 3, 4, and 5 Avoidance and Minimization Measures
 – All Projects

ID	Avoidance and Minimization Measure (AMM)	Project Type	Applies to Proposed Project		Documentation of compliance with AMM or rationale for why AMM does not apply ^a
			Yes	No	
	Construction				
61	Minimize ground disturbance to the smallest area feasible.	All	X		Work area has been confined to minimum space needed to complete task.
62	Use existing roads for access and disturbed area for staging as site constraints allow. Off-road travel will avoid sensitive communities such as wetlands and known occurrences of covered plants.	All	X		Access is along existing roads
63	Prepare and implement sediment erosion control plans.	All	X		See AESCP
64	No winter grading unless approved by City Engineer and specific erosion control measures are incorporated.	All		X	No grading or winter work is proposed
65	Control exposed soil by stabilizing slopes (e.g., with erosion control blankets) and protecting channels (e.g., using silt fences or straw wattles).	All	X		See AESCP
66	Control sediment runoff using sandbag barriers or straw wattles.	All	X		See AESCP
67	No stockpiling or placement of erodible materials in waterways or along areas of natural stormwater flow where materials could be washed into waterways.	All	X		See AESCP
68	Stabilize stockpiled soil with geotextile or plastic covers.	All	X		See AESCP
69	Maintain construction activities within a defined project area to reduce the amount of disturbed area.	All	X		Work area will be clearly delineated prior to ground breaking
70	Only clear/prepare land that will be actively under construction in the near term.	All	X		Work area will be clearly delineated prior to ground breaking
71	Preserve existing vegetation to the extent possible.	All		X	No permanent impacts, area will be reseeded with native seed upon completion
72	Equipment storage, fueling and staging areas will be sited on disturbed areas or non-sensitive habitat outside of a stream channel.	All	X		See AESCP

Table 1. Conditions 3, 4, and 5 Avoidance and Minimization Measures
 - All Projects

ID	Avoidance and Minimization Measure (AMM)	Project Type	Applies to Proposed Project		Documentation of compliance with AMM or rationale for why AMM does not apply ^a
			Yes	No	
73	Avoid wet season construction.	All	X		No construction during winter months
74	Stabilize site ingress/egress locations.	All	X		See AESCP
75	Dispose of all construction waste in designated areas and prevent stormwater from flowing onto or off of these areas.	All	X		See AESCP
76	Prevent spills and clean up spilled materials.	All	X		See AESCP
77	Sweep nearby streets at least once a day.	All	X		See AFSCP
83	Sediments will be stored and transported in a manner that minimizes water quality impacts. If soil is stockpiled, no runoff will be allowed to flow back to the channel.	All	X		See AESCP
84	Fiber rolls used for erosion control will be certified as free of noxious weed seed.	All	X		See AESCP
85	Seed mixtures applied for erosion control will not contain invasive nonnative species and will be composed of native species or sterile nonnative species. If sterile nonnative species are used for temporary erosion control, native seed mixtures must be used in subsequent treatments to provide long-term erosion control and slow colonization by invasive nonnatives.	All	X		Upon completion area will be reseeded with natives.
86	Topsoil removed during soil excavation will be preserved and used as topsoil during revegetation when it is necessary to conserve the natural seed bank and aid in revegetation of the site.	All	X		Topsoil will be stockpiled and used as backfill/revegetation
88	Vehicles and equipment will be parked on pavement, existing roads, and previously disturbed areas.	All	X		See AESCP
89	The potential for traffic impacts on terrestrial animal species will be minimized by adopting traffic speed limits.	All	X		Vehicles shall maintain speeds of 15 MPH or less
90	All trash will be removed from the site daily to avoid attracting potential predators to the site. Personnel will clean the work site before leaving each day by removing all litter and construction-related materials.	All	X		See AESCP
93	When accessing upland areas adjacent to riparian areas or streams, access routes on slopes of greater than 20% should generally be avoided. Subsequent to access, any sloped area should be examined for evidence of instability and either revegetated or filled as necessary to prevent future landslide or erosion.	All		X	Access is along existing paved road.

Table 1. Conditions 3, 4, and 5 Avoidance and Minimization Measures
 - All Projects

ID	Avoidance and Minimization Measure (AMM)	Project Type	Applies to Proposed Project		Documentation of compliance with AMM or rationale for why AMM does not apply ^a
			Yes	No	
94	Personnel shall use existing access ramps and roads if available. If temporary access points are necessary, they shall be constructed in a manner that minimizes impacts to streams.	All	X		See access map, utilizing existing road
95	To prevent inadvertent entrapment of animals during excavation, all excavated, steep-walled holes or trenches more than 2-feet deep will be covered at the close of each working day by plywood or similar materials, or provided with one or more escape ramps constructed of earth fill or wooden planks.	All	X		Crews will cover excavation upon completion of work for the day See AESCP
97	Erosion control measures shall be in place at all times during construction. Do not start construction until all temporary control devices (straw bales, silt fences, etc.) are in place downstream of project site.	All	X		See AESCP
Post-Construction					
99	Conduct street cleaning on a regular basis	All	X		See AESCP
100	Potential contaminating materials must be stored in covered storage areas or secondary containment that is impervious to leaks and spills	All	X		See AESCP
101	Runoff pathways shall be free of trash containers or trash storage areas. Trash storage areas shall be screened or walled	All	X		See AESCP
103	All disturbed soils will be revegetated with native plants and/or grasses or sterile nonnative species suitable for the altered soil conditions upon completion of construction. Local watershed native plants will be used if available. If sterile nonnative species are used for temporary erosion control, native seed mixtures must be used in subsequent treatments to provide long-term erosion control and slow colonization by invasive nonnatives. All disturbed areas that have been compacted shall be de-compacted prior to planting or seeding. Cut-and-fill slopes will be planted with local native or non-invasive plants suitable for the altered soil conditions.	All	X		Upon completion, area will be restored to pre-construction conditions and reseeded with natives.

Table 1. Conditions 3, 4, and 5 Avoidance and Minimization Measures
 -- All Projects

ID	Avoidance and Minimization Measure (AMM)	Project Type	Applies to Proposed Project		Documentation of compliance with AMM or rationale for why AMM does not apply ^a
			Yes	No	
104	Measures will be utilized on site to prevent erosion along streams (e.g., from road cuts or other grading), including in streams that cross or are adjacent to the project proponent's property. Erosion control measures will utilize natural methods such as erosion control mats or fabric, contour wattling, brush mattresses, or brush layers. For more approaches and detail, please see the <i>Bank Protection/ Erosion Repair Design Guide</i> in the Santa Clara Valley Water Resources Protection Collaborative's <i>User Manual: Guidelines & Standards for Land Use Near Streams</i> (Santa Clara Valley Water Resources Protection Collaborative 2006).	All	X		See AESCP
112	Pumps and generators shall be maintained and operated in a manner that minimizes impacts to water quality and aquatic species.	All		X	No pumps or generators needed
114	Erosion control methods shall be used as appropriate during all phases of routine maintenance projects to control sediment and minimize water quality impacts.	All	X		See AESCP
115	All construction pipes, culverts, or similar structures with a diameter of 4 inches or greater that are stored at a construction site for one or more overnight periods will be thoroughly inspected for wildlife by properly trained construction personnel before the pipe is subsequently buried, capped, or otherwise used or moved in anyway.	All		X	No pipes, culverts will be on site.

^a Documentation may be provided as a separate document and referenced here.