



DEPARTMENT OF FISH AND GAME
North Central Region
1701 Nimbus Road, Suite A
Rancho Cordova, CA 95670
(916) 358-2900



“NOTICE OF DETERMINATION”

The Department will file a Notice of Determination for your project. The Notice will be filed with the Office of Planning and Research, as required by CEQA. The Department's compliance with CEQA may be legally challenged for 35 days following the filing of the Notice of Determination.

This completes the Department's agreement process. You may proceed with your project according to the terms and provisions of your Streambed Alteration Agreement if you have obtained all other permits required from local, other State, and Federal agencies.

(12/01/03)

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CALIFORNIA DEPARTMENT OF FISH AND GAME,
AND YOLO COUNTY PARKS & RESOURCES DEPARTMENT
REGARDING THE YOLO COUNTY
CACHE CREEK RESOURCES MANAGEMENT PLAN (CCRMP)
AND CACHE CREEK IMPROVEMENT PROGRAM (CCIP)
PERMIT COORDINATION PROGRAM AND
STREAMBED ALTERATION NOTIFICATION AND AGREEMENTS**

Whereas, the Department of Fish and Game (DFG) is charged with the protection and enhancement of the fish and wildlife resources of the State of California; and

Whereas, the protection of fish and wildlife resources depends largely upon the preservation of the quality and quantity of their respective habitats; and

Whereas, Fish and Game Code Section 1602 requires notification of DFG whenever a project will obstruct or divert the natural flow or change the bed, channel, or bank of any river, stream or lake; and

Whereas, Fish and Game Code Section 1602 allows DFG to propose reasonable modifications to public agency and private landowner conservation practices as would allow for the protection and continuance of existing fish and wildlife resources that may be substantially adversely affected by that conservation practice; and

Whereas, consistent with the policies of Fish and Game Code Section 1600 et seq. the protection and conservation of the fish and wildlife resources of California are of utmost public interest and fish and wildlife conservation is a proper responsibility of the State; and

Whereas, the goals of the Yolo County Parks & Resources Department (PRD) are to work in partnership to provide technical assistance and cost-sharing to private, public and Non-Government Organization landowners to assist them with conservation projects on their property to improve wildlife habitat, reduce erosion, control sediment deposition, and control non-native invasive plant species and thereby protect surrounding natural resources; and

Whereas, the PRD works closely with local community groups to implement the Cache Creek Resources Management Plan (CCRMP) and Cache Creek Improvement Program (CCIP) and to protect and improve the biological functioning of the Cache Creek Area and watershed natural resources, and have been identified as an appropriate organization to assist local landowners in implementing the plan; and

Whereas the PRD, in cooperation with DFG and other local, state and federal regulatory agencies are cooperating in establishing the Yolo County CCRMP/CCIP Permit Coordination Program (Program) to coordinate and simplify the regulatory review process to encourage landowners to implement habitat enhancement and protection projects on their property; and

Whereas the restoration, enhancement, and natural resources conservation practices included in the Program are recommended by the Natural Resources Conservation Service, U.S. Environmental Protection Agency, U.S. Fish & Wildlife Service, the California State Water Resources Control Board, DFG, and Yolo County Resource Conservation District as appropriate resource management practices to protect and restore fish and wildlife habitat and are small in scope and are designed to have minimal adverse impacts on the environment; and

Whereas, this Memorandum of Agreement (MOA) is not intended to affect PRD rights under the Fish and Game Code Section 1602 or constitute a waiver of PRD's claimed rights to implement or maintain conservation practices in areas outside DFG's jurisdiction.

NOW, THEREFORE, IT IS AGREED THAT:

1. DFG, and PRD will develop and agree upon a template 1602 Agreement for this process. A template 1602 Agreement is attached as Exhibit A, and becomes part of the MOA. Individual 1602 Agreements, based on the example in Exhibit A, will be completed for each project developed under the Program.

2. Under the Program, the PRD shall enter into a "County-Cooperator Agreement" (Sample attached as Exhibit B) with the landowner and/or party legally responsible for carrying out the work (Operator) and contractors performing work associated with the project and shall have the Operator sign a draft 1602 Agreement, based on the template 1602 Agreement in Exhibit A. The PRD shall ensure that each section of the draft 1602 Agreement is accurately completed, contains the original signature of the Operator, and includes a brief project description which includes the following information:

- A. Nature of work to be accomplished and reason why the applicant is carrying out the project.
- B. Location of project (address, landmarks lat/long or UTM coordinates and map adequate to guide someone to the project site), name of creek/tributary, and the stream it drains to.
- C. Dimensions of area of impact, description of materials, areas of revegetation/restoration, facilities or vegetation removed and installed.
- D. Environmental setting – surrounding habitats and vegetation, current land use and surrounding land uses (aggregate mine, farmland, urban, rural, etc.).
- E. Equipment to be used.
- F. Potential presence of sensitive species and quality of habitat.
- G. Pre-project visual assessment of vegetation conditions when native vegetation will be

- removed and revegetation will occur.
- H. Include estimated period of work and conclusion date of Agreement.
 - I. Dewatering plan if work is to take place in the wetted portion of the creek.

3. Upon receipt of completed draft 1602 Agreement and County-Cooperator Agreement has been executed, the PRD shall send the three signed Agreements to DFG. These Agreements shall be sent to: Department of Fish and Game, Streambed Alteration Program, 1701 Nimbus Rd., Ste. A, Rancho Cordova, CA 95670.

4. Upon receipt of draft 1602 agreements, DFG shall assign a notification number to each project. The assigned notification numbers shall be included on the Draft 1602 Agreements and each subsequent document created for the project. DFG may request a meeting with the PRD to review the project(s) at a mutually agreed upon time and place within 30 days of the request. DFG will verify the consistency of individual projects with the goals and conditions of the Program and may provide additional conditions to the Draft Agreement for those projects. The PRD shall include such conditions as part of the project plan. DFG may provide additional information on species of concern that may be in the project area and DFG may require additional conditions such as surveys, avoidance, or development of mitigation measures. If DFG does not respond within 30 days of receipt of draft project agreements, the landowner can proceed with the project as described without DFG signature. DFG can request an additional 30 days regarding the draft with proper notice.

5. DFG shall review the draft 1602 Agreements for consistency with this MOA, the Yolo County CCRMP/CCIP Permit Coordination Program, and the County-Cooperator Agreement. DFG will conduct field reviews, if necessary, per Condition 4 above. Upon approval, DFG will sign the draft 1602 Agreements. Once signed, the draft 1602 Agreements are considered final 1602 Agreements. DFG shall then return the final 1602 Agreements to PRD at the appropriate address listed under Paragraph 11 below. DFG shall make every attempt to return the 1602 Agreements within 15 days of receipt.

6. If the Operator wishes to make changes to the 1602 Agreement, Operator shall notify and consult with the PRD for approval of the request. PRD will notify DFG when such requests are approved.

7. PRD shall attach the 1602 Agreement to the signed Cooperator Agreement. PRD shall notify the Operator in the Cooperator Agreement that the 1602 Agreement is an additional binding requirement, supplemental to the Cooperator Agreement.

8. PRD shall provide to DFG, at the time of submittal of the written notification described in #3 above, a check for the total amount of all projects in the written notification based on the current fee schedule to cover DFG's cost for the 1602 Agreements completed under the Program. The PRD will include a cover letter itemizing the costs for each individual project covered by the check. The check and

cover letter shall be mailed to: Department of Fish and Game, Streambed Alteration Program, 1701 Nimbus Rd., Ste. A, Rancho Cordova, CA 95670 and shall reference the Yolo County CCRMP and CCIP Permit Coordination Program MOA, individual projects and/or landowners names and the PRD within cover letter.

9. The PRD shall provide an annual report to DFG. The report shall list participating Operators and describe each specific project's purpose, location, DFG notification number, area affected, natural resource enhancements, and modification to the bank or channel. It shall list conservation benefits including gains in wetland and riparian areas, revegetation success, and provide photo documentation of site conditions before and after implementation. For projects where revegetation is a component, projects from previous years will also be included in each annual report until success, as described in the 1602 Agreement, is achieved. The annual report shall be based on PRD status reviews and shall be due January 31.

10. Participation of a signatory in this MOA may be terminated by any party following a 30-day written notice by that signatory. Upon termination, the activities of the Operators shall be governed by applicable provisions of Fish and Game Code section 1600 et seq. This MOA shall remain in effect until December 31, 2012 unless extended by mutual written agreement of all parties.

11. All written notifications herein provided to be given or which may be given by any one party to the others, shall be addressed to the following. Contact information for additional signatories will be included on their signature pages.

CA Department of Fish and Game
Gary Hobgood, CDFG Permit Coordination Program Coordinator
Department of Fish and Game
Rancho Cordova Office
1701 Nimbus Road, Suite. A
Rancho Cordova, CA 95670
(916) 983-6920
ghobgood@dfg.ca.gov

Yolo County Parks & Resources Department
Kent Reeves, Principal Natural Resources Planner
120 West Main Street, Suite C
Woodland, CA 95695
(530) 406-4888
kent.reeves@yolocounty.org

12. This MOA shall be INDIVIDUALLY governed by the laws of the State of California, or Federal law as applicable. Actual or threatened breach of this Agreement may be prohibited or restrained by a court of competent jurisdiction.

13. By signing this MOA, the recipient assures the Yolo County PRD that the

program or activities provided for under this agreement will be conducted in compliance with all applicable Local, State, and Federal laws and regulations. This MOA is solely for the benefit of the People of the State of California, by and through DFG or its designated representative, PRD.

14. From time to time, the Parties shall by mutual agreement execute such instruments and other documents, and take such other actions, as may be reasonably necessary to carry out the terms of this MOA. This MOA cannot be amended or modified in any way except by a written instrument duly executed by the Parties. Any proposal for amendment or modification must be delivered for review and approval by the DFG and PRD. In any action requiring the agreement or approval of either of the Parties, such agreement or approval shall not be unreasonably denied or withheld, so long as it does not substantially alter the MOA, duties and remedies of the Parties.

15. It is acknowledged that the purpose of this MOA is to set forth the roles and responsibilities of the Parties with respect to the coordination of the Program and the 1602 Agreement approval processes.

16. This MOA shall be immediately effective upon execution by the Parties.

17. This MOA includes and incorporates the following:

EXHIBIT A – Yolo County CCRMP/CCIP Permit Coordination Program, 1602 Agreement

EXHIBIT B – District-Cooperator Agreement: Terms of Assistance and Notification Regarding the Procedures for Conformance with Multiple Permits

EXHIBIT C – Yolo County Map of Geographic Scope

The Parties acknowledge and accept the terms and conditions of this MOA as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this MOA shall become operative on the last date written below.

CALIFORNIA DEPARTMENT OF FISH AND GAME

Sandra Morey
Date: 8/27/08
Sandra Morey
Regional Manager, Sacramento Valley--Central Sierra Region

YOLO COUNTY PARKS & RESOURCES DEPARTMENT

Warren Westrup
Date: 7/21/08
Warren Westrup
Director