



California Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670-4599  
916-358-2900  
www.wildlife.ca.gov

EDMUND G. BROWN, Jr., Governor  
CHARLTON H. BONHAM, Director



**JAN 24 2018**

Date

Brad Michalk  
California State Parks  
One Capitol Mall, Suite 410  
Sacramento, CA 95814

**Final Streambed Alteration Agreement  
Notification No. 1600-2017-0316-R2  
Bridgeport Covered Bridge Accessibility Project**

Dear Mr. Michalk,

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Bridgeport Covered Bridge Accessibility Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the Negative Declaration prepared by the lead agency, Reclamation District 1001.

Under CEQA, the filing of an NOD triggers a 30-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations 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 Amy Kennedy at 916-358-2842 or amy.kennedy@wildlife.ca.gov.

Sincerely,

Jeff Drongesen  
Acting Regional Manager

Ec: Amy Kennedy, Senior Environmental Scientist, Specialist  
amy.kennedy@wildlife.ca.gov  
Department of Fish and Wildlife

Joel Bonilla, joel.bonilla@parks.ca.gov  
California State Parks

*Conserving California's Wildlife Since 1870*

## Notice of Determination

**To:**

Office of Planning and Research  
For U.S. Mail:

P.O. Box 3044

Sacramento, CA 95812-3044

**Street Address:**

1400 Tenth Street  
Sacramento, CA 95814

**From:**

Department of Fish and Wildlife  
North Central Region  
1701 Nimbus Road, Suite A  
Rancho Cordova, CA 95670  
Contact: Amy Kennedy  
Phone: 916-358-2842

**Lead Agency**

California State Parks  
1 Capitol Mall, Suite 410  
Sacramento, CA 95814  
Contact: Brad Michalk  
Phone: 916-445-8733

**SUBJECT:** *Filing of Notice of Determination pursuant to Public Resources Code section 21108*

**State Clearinghouse Number:** 2017052010

**Project Title:** Bridgeport Covered Bridge Rehabilitation, Restoration and Accessibility Project (Streambed Alteration Agreement No. 1600-2017-0316-R2).

**Project Location:** The project is located on the South Fork Yuba River, at the South Yuba River State Park, Pleasant Valley Road, 10 miles Northwest of Nevada City, Nevada County, State of California

**Project Description:** The California Department of Fish and Wildlife (CDFW) has executed Lake and Streambed Alteration Agreement number 1600-2017-0316-R2, pursuant to section 1602 of the Fish and Game Code to the project Applicant, California State Parks. The Project proposes to restore full access to the historic Bridgeport Covered Bridge by replacing the existing temporary support with a permanent stabilization design, and by providing accessibility improvements. Bridge rehabilitation work includes the removal of existing, non-historic, stabilization structures, addition of permanent stabilization measures replicated in-kind, and accessibility improvements.

This is to advise that CDFW, acting as a Responsible Agency, approved the above described project on the date signed below and has made the following determinations regarding the project pursuant to California Code of Regulations section 15096, subdivision (i):

1. The project will not have a significant effect on the environment. This determination is limited to effects within CDFW's permitting jurisdiction as a Responsible Agency.
2. CDFW considered the  mitigated negative declaration /  negative declaration prepared by the Lead Agency for this project pursuant to California Code of Regulations section 15096, subdivision (f).
3. Mitigation measures  were /  were not made a condition of CDFW's approval of the project.
4. A mitigation reporting or monitoring plan  was /  was not adopted by CDFW for this project.
5. A statement of overriding considerations was not adopted by CDFW for this project.
6. Findings were not made by CDFW pursuant to California Code of Regulations section 15091.

The  mitigated negative declaration /  negative declaration prepared for the project is available to the general public at the office location listed above for the Lead Agency. CDFW's record of project approval as Responsible Agency is available at CDFW's regional office.

**Notice of Determination**

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Signature

*Jeff Drongesen*

Jeff Drongesen, Acting Regional Manager

Date:

*1/24/18*

Date Received for filing at OPR: \_\_\_\_\_

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
NORTH CENTRAL REGION  
1701 NIMBUS ROAD, SUITE A  
RANCHO CORDOVA, CA 95670



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2017-0316-R2  
Bridgeport Covered Bridge Accessibility Project

CALIFORNIA STATE PARKS  
SOUTH YUBA RIVER

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (Department) and California State Parks, (Permittee), as represented by Brad Michalk.

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified the Department on September 21, 2017, that Permittee intends to complete the project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, the Department 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 project is located on the South Fork of the Yuba River, at the South Yuba River State Park, Pleasant Valley Road, 10 miles Northwest of Nevada City, State of California; Latitude 39.292838 N, Longitude -121.194853 E, Township 17N, Range 7E, Section 33, of the French Corral 7.5 minute U.S. Geological Survey (USGS) map (Exhibit A-Project Location Map).

## **PROJECT DESCRIPTION**

The Project proposes to restore full access to the historic Bridgeport Covered Bridge by replacing the existing temporary support with a permanent stabilization design, and by

providing accessibility improvements.

Bridge rehabilitation work includes the removal of existing, non-historic, stabilization structures, addition of permanent stabilization measures replicated in-kind, and accessibility improvements.

#### Temporary Impacts:

- Five (5) temporary bridge shoring structures will be placed on the dry portion of the riverbed to support the bridge. Each of the shoring structures will have a 10' by 14' footprint. Of the five shoring towers, three will be installed on the riverbed and two on the opposing bridge abutments.
- Install three (3) temporary shoring structures on the riverbed to support the bridge for the duration of construction. The footprint of each shoring structure is 10' by 14' and will require a level foundation. To create the level foundation, a portion of the floodplain will be excavated and backfilled with pea gravel. Approximately 70 cubic feet (2.59 cubic-yards) of floodplain material (the dimension of a single shoring tower footprint multiplied by a depth of 6 inches) will be excavated and then backfilled with approximately 70 cubic-feet (2.59 cubic yards) of 3/8-inch pea gravel. A total of 210 cubic-feet (7.78 cubic-yards) of floodplain material will be excavated for installation of the three (3) temporary shoring towers and temporarily backfilled with pea gravel. Box cribbing will be placed above the pea gravel to support the shoring structure. Helical anchors for shoring tower support would be installed using a rubber tire skid steer with auger attachment.
- Install two (2) temporary bridge shoring structures at each bridge abutment to support the bridge structure for the duration of construction. The bridge abutment shoring towers will have a footprint of 10 feet by 14 feet and are designed to sit on the existing slope. Excavation is not required since the shoring structures are designed to sit on the disturbed/concreted portion of the riverbank below the bridge abutment.

#### Permanent Impacts

- Abutment modification will include a 12 inch-high concrete stem-wall on top of the existing non-historic concrete/rock veneer wall that was added in 1972. The dimensions for the stem-wall are 32' long x 2.75' high x 12-inches thick = 3.2 cubic yards
- Five (5), 9-inch diameter steel cased concrete-filled micropiles will be drilled through a newly constructed concrete stem-wall and existing concrete wall on the North abutment; extending approximately 8-feet into the bedrock. The five (5) micropiles will also be drilled through the south abutment extending 25-feet into

the bedrock. The micropiles will be drilled using a drill rig parked on the bridge approach and a boom-mounted rotary drill to extend the drill into existing concrete abutments.

#### Fill amounts

- 0.009 acre of box cribbing for each of the bridge shoring structures. Three (3) box cribs (each with the dimension of a single shoring tower footprint) will support the shoring tower and sit on top of a layer of pea-sized gravel.
- 7.78 cubic yards of pea-size gravel to provide a stabilize foundation for the bridge shoring structures.

### **PROJECT IMPACTS**

Existing fish or wildlife resources the project could substantially adversely affect include: Warm and cold water fish species, amphibians, bats, nesting birds and other aquatic and terrestrial plant and wildlife species.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss or decline of instream channel habitat; disruption to nesting birds and other wildlife; change in turbidity; change in fluvial geomorphology; impacts to water quality; change in pH; short-term release of contaminants (e.g., incidental from construction); long-term release of contaminants (e.g., concrete, creosote, wood preservative leachates); change in water temperature.

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

#### **1. Administrative Measures**

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. 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 the Department personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of 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 the Department 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. In that event, the Department shall contact Permittee to resolve any conflict.

- 1.4 **Project Site Entry.** Permittee agrees that Department personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 **Does Not Authorize "Take."** This Agreement does not authorize "take" of any listed species. Take is defined as hunt, pursue, catch, capture or kill or attempt to hunt, pursue, catch, capture, or kill. If there is potential for take of any listed species to occur, the Permittee shall consult with the Department as outlined in FGC Section 2081 and shall obtain the required state and federal threatened and endangered species permits.

## **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.

- 2.1 **Work Period.** Work within bed, bank, channel, riparian area or floodplain of South Fork Yuba River shall be confined to the period of July 1 to December 1 in the years this Agreement is valid.
- 2.2 **Work Period Modification.** If Permittee needs more time to complete the project activity, the work may be permitted outside of the work period by the Department representative who reviewed the project, or if unavailable, through contact with the Regional office (see below for contact information). Permittee shall submit a written request for a work period variance to the Department. The work period variance request shall: 1) describe the extent of work already completed; 2) detail the activities that remain to be completed; 3) detail the time required to complete each of the remaining activities; and 4) provide photographs of both the current work completed and the proposed site for continued work. The work period variance request should consider the effects of increased stream flows, rain delays, increased erosion control measures, limited access due to saturated soil conditions, and limited growth of erosion control grasses due to cool weather. Work period variances are issued at the discretion of the Department. The Department will review the written request to work outside of the established work period. The Department reserves the right to require additional measures to protect fish and wildlife resources as a condition for granting the variance. The Department will have ten (10) calendar days to review the proposed work period variance.
- 2.3 **Work Period in Low Rainfall / Dry Weather Only.** The work period within Department jurisdictional area shall be restricted to periods of low rainfall (less than ½" per 24 hour period) and periods of dry weather (with less than a 30% chance of rain). All erosion control measures shall be initiated prior to all storm events. Revegetation, restoration and erosion control work is not confined to this

work period. Permittee shall monitor the National Weather Service (NWS) 72-hr forecast for the project area.

- 2.4 **No Heavy Equipment in Stream.** No heavy equipment shall operate in the portion of the stream bed where flowing water is present or anticipated during the term of this Agreement.
- 2.4.1 **Minimize Vehicle Incursions Near Stream.** Minimize vehicle access to stream.
- 2.4.2 **Minimize Vehicle Parking.** Vehicles may enter and exit the project area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the State.
- 2.5 **Bird Nests.** It is unlawful to take, possess, or needlessly destroy the nest or eggs of any bird except as otherwise provided by the FGC. No vegetation or other substrate that contain active nests of birds shall be disturbed until all eggs have hatched and young birds have fledged without prior consultation and approval of a Department representative. If construction is scheduled during the breeding season then a breeding bird survey will be conducted no more than three (3) days prior to the start of construction by a Department approved biologist. All active bird nests will be marked following the survey to avoid destruction by equipment. If nesting raptors are identified within the area, a non-disturbance buffer will be established around the nest site. The size of the non-disturbance buffer and any other restrictions will be determined through consultation with the Department following completion of the survey. If a lapse in project-related work of 15 days or longer occurs, another focused survey and if required, consultation with the Department, shall be required before project work can be reinitiated. If, during the course of carrying out the project, an active nest is identified or becomes established, that was not previously identified during a breeding bird survey, a buffer or installation of appropriate barriers shall be established between the construction activities and the active nest so that nesting activities are not interrupted. The buffer shall be delineated and shall be in effect throughout construction or until the nest is no longer active. The buffer(s) shall be determined based upon the life history of the individual species, including their sensitivity to noise, vibration, ambient levels of human activity and general disturbance, the current site conditions (screening vegetation, terrain, etc.) and the various project-related activities necessary to implement the project.
- 2.6 **Bat Protection.** Prior to work commencing at any bridge, the bridge shall be surveyed for bats by a qualified bat biologist. If bats are found work on the bridge operations shall cease. Bats shall not be disturbed without specific notice to and consultation with the Department. Department reserves the right provide additional provisions to this agreement designed to protect nesting/roosting bats.



- 2.7 **Sediment Control.** Precautions to minimize turbidity/siltation shall be taken into account during project planning and implementation. This may require the placement of silt fencing, coir logs, coir rolls, straw bale dikes, or other siltation barriers so that silt and/or other deleterious materials are not allowed to pass to downstream reaches. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, corrective measures shall be taken. The sediment barrier(s) shall be maintained in good operating condition throughout the construction period and the following rainy season. Maintenance includes, but is not limited to, removal of accumulated silt and/or replacement of damaged silt fencing, coir logs, coir rolls, and/or straw bale dikes.

**The use of non-wildlife friendly monofilament or plastic netting based erosion control blankets is prohibited.** If any BMPs are to be left in place at the end of the project, they must to be wildlife friendly. If project activities occur in or near a watercourse, wildlife friendly products shall be used at all times even if they are temporary. To minimize wildlife entanglement and plastic debris pollution, choose temporary erosion and sediment control products that either do not contain netting, or that contain netting manufactured from 100% biodegradable **non-plastic materials** such as jute, sisal, or coir fiber. Netting used in wildlife friendly products should have a loose-weave wildlife-safe design with movable joints between the horizontal and vertical twines, allowing the twines to move independently and thus reducing the potential for wildlife entanglement. Degradable, photodegradable, UV-degradable, oxo-degradable, or oxo-biodegradable plastic netting (including polypropylene, nylon, polyethylene, and polyester) are not acceptable alternatives. The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) or the netting surrounding coir logs and/or rolls, after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season). Upon Department determination that turbidity/siltation levels resulting from project related activities constitute a threat to aquatic life, activities associated with the turbidity/siltation shall be halted until effective Department approved control devices are installed or abatement procedures are initiated.

- 2.8 **Stabilize Exposed Areas.** If the Project design requires soil stabilization, Permittee shall stabilize all exposed/disturbed areas within the project site subject to the Department jurisdiction to the greatest extent possible. Techniques used for stabilization shall be pre-approved by the Department or by seeding as described below.

- 2.8.1 **Seeding Requirement.** "Permittee shall restore all exposed/disturbed areas and access points within the work area by revegetating with native species appropriate for the habitat. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15 shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket. **Products with plastic monofilament or cross joints**

in the netting that are bound/stitched (such as found in straw wattles/fiber rolls and some erosion control blankets) which may cause entrapment of wildlife, shall not be allowed.

- 2.9 **Removal of Silt from Barriers.** If the project design requires silt barriers, Permittee shall remove silt collected around the silt barriers on an as needed basis to prevent silty/turbid water from flowing around the silt barriers during storm events. Silt barriers which trap sediment shall be removed upon completion of permanent crossing installations and after all flowing water is cleared of turbidity in a manner that will not introduce silt to the stream. The stream shall then be restored to a clean and natural condition.

The Permittee is responsible for the removal of non-biodegradable silt barriers (such as plastic silt fencing) after the disturbed areas have been stabilized with erosion control vegetation (usually after the first growing season).

- 2.10 **Stream Diversions / Dewatering.** If work in the flowing portion of the stream is unavoidable, the entire stream flow shall be diverted around or through the work area during the excavation and/or construction operations. Stream flow shall be diverted using gravity flow through temporary culverts/pipes or pumped around the work site with the use of hoses. When any dam or other artificial obstruction is being constructed, maintained, or placed in operation, sufficient water shall at all times be allowed to pass downstream to maintain aquatic life below the dam pursuant to FGC Section 5937. The temperature of the diverted water will not be allowed to become elevated such that it may be deleterious to aquatic organisms downstream. The dissolved oxygen concentration of the diverted water will not be allowed to drop to a level that may be deleterious to downstream aquatic life. Any temporary dam or other artificial obstruction constructed shall only be built from clean materials such as sandbags, gravel bags, water dams, or clean/washed gravel which will cause little or no siltation. If sheet piling is driven into the stream or lakebed to create a coffer dam to protect the work area, a bubble curtain, at a minimum will be installed while all pilings are being driven so as to minimize adverse concussive impacts to aquatic species. Water from inside of lake or pond coffer dams may be pumped out into the water body provided the water is clear (not turbid) and free of any oil sheen or other visible contaminants.

- 2.11 **Pollution Control.** Utilize Best Management Practices (BMPs) to prevent spills and leaks into water bodies. If maintenance or refueling of vehicles or equipment must occur on-site, use a designated area and/or a secondary containment, located away from drainage courses to prevent the runoff of storm water and the runoff of spills. Ensure that all vehicles and equipment are in good working order (no leaks). Place drip pans or absorbent materials under vehicles and equipment when not in use. Ensure that all construction areas are covered by a site-wide spill response plan and have proper spill clean-up materials (absorbent pads, sealed containers, booms, etc.) to contain the movement of any spilled substances. Any other

substances which could be hazardous to aquatic life, resulting from project related activities, shall be prevented from contaminating the soil and/or entering the waters of the State. Any of these materials, placed within or where they may enter a stream or lake by the Permittee or any party working under contract or with the permission of the Permittee, shall be removed immediately. The Department shall be notified immediately by the Permittee of any spills and shall be consulted regarding clean-up procedures.

- 2.12 **Hazardous Materials**. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the waters of the State.
- 2.13 **Concrete**. The entire area where cement shall be poured will be completely dewatered prior to any pouring. No contaminated water shall be allowed to enter into the South Fork Yuba River. Any water which enters the dewatered area shall be pumped into containment trucks and hauled off site. To prevent the release of materials that may be toxic to fish and other aquatic species, poured concrete shall be isolated from stream flow and allowed to dry/cure for a minimum of 15 days. As an alternative, the Permittee shall monitor the pH of water that has come into contact with the poured concrete. If this water has a pH of 9.0 or greater, the water shall be pumped to tanker truck or to a lined off-channel basin and allowed to evaporate or be transported to an appropriate facility for disposal. During the pH monitoring period, all water that has come in contact with poured concrete shall be isolated and not allowed to flow downstream or otherwise come in contact with fish and other aquatic resources. The water shall be retested until pH values become less than 9.0. Once this has been determined, the area no longer needs to be isolated and water may be allowed to flow downstream. Results of pH monitoring shall be made available to the Department upon request.
- 2.14 **Removal of Debris, Materials and Rubbish**. Permittee shall remove all project generated debris, building materials and rubbish from the stream and from areas within one hundred and fifty (150) feet of the high water mark / where such materials could be washed into the stream following completion of project activities.
- 2.15 **Special Status Species Encountered During Work**. If Permittee encounters special status species during the conduct of project activity, work shall be suspended, the Department notified, and conservation measures shall be developed in agreement with the Department prior to re-initiating the activity.

### **3. Reporting Measures**

- 3.1 The Permittee shall notify the Department two working days before beginning work in South Fork Yuba River or the adjacent riparian area and floodplain. Notification shall be submitted as instructed in Contact Information section below. Email notification is preferred.
- 3.2 **Notification of project completion shall be submitted to the Department within 30-days of completion.** In addition, the project activities within and adjacent to Department jurisdictional area shall be digitally photographed. Photographs shall be submitted to the Department within 30-days of completion. Photographs and project commencement notification shall be submitted as instructed in Contact Information section below. Email submittal is preferred. Include the Project Name and Stream Alteration Agreement Number 1600-2017-0189-R2 on the notification as well.

### **CONTACT INFORMATION**

Any communication that Permittee or the Department 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 the Department specifies by written notice to the other.

To Permittee:

Brad Michalk  
California State Parks  
One Capitol Mall, Suite 410  
Sacramento, CA 95814

To Contact:

Joel Bonilla  
California State Parks  
One Capitol Mall Suite 410  
Sacramento, CA 95814  
Phone: 916-445-8885  
Joel.bonilla@parks.ca.gov

To CDFW:

Department of Fish and Wildlife  
North Central Region  
Attn: Lake and Streambed Alteration Program – Amy Kennedy  
Notification #1600-2017-0316-R2

Phone: 916-358-2900, Fax: 916-358-2912  
Email: R2LSA@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 the Department's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

The Department 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 the Department 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 the Department 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 the Department to issue the notice.

## **ENFORCEMENT**

Nothing in the Agreement precludes the Department 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 the Department's enforcement authority or that of its enforcement personnel.

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take

of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

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

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

#### **AMENDMENT**

The Department may amend the Agreement at any time during its term if the Department 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 the Department and Permittee. To request an amendment, Permittee shall submit to the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in the Department'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 the Department 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 the Department a completed "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with Fish and Game Code section 1605, subdivision (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 a completed "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in the Department's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). The Department shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (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 Department's signature, which shall be: 1) after Permittee's signature; 2) after the Department complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire five years from the date this Agreement is signed by the Department, 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 Fish and Game Code section 1605, subdivision (a)(2) requires.

## **EXHIBITS**

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

Exhibit A: Project Location Map

Exhibit B: Aerial Map

## 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.

## 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 the Department in accordance with Fish and Game Code section 1602.

## CONCURRENCE

The undersigned accepts and agrees to comply with all provisions contained herein.

### FOR CALIFORNIA STATE PARKS

  
\_\_\_\_\_  
Brad Michalk

  
\_\_\_\_\_  
Date

### FOR DEPARTMENT OF FISH AND WILDLIFE

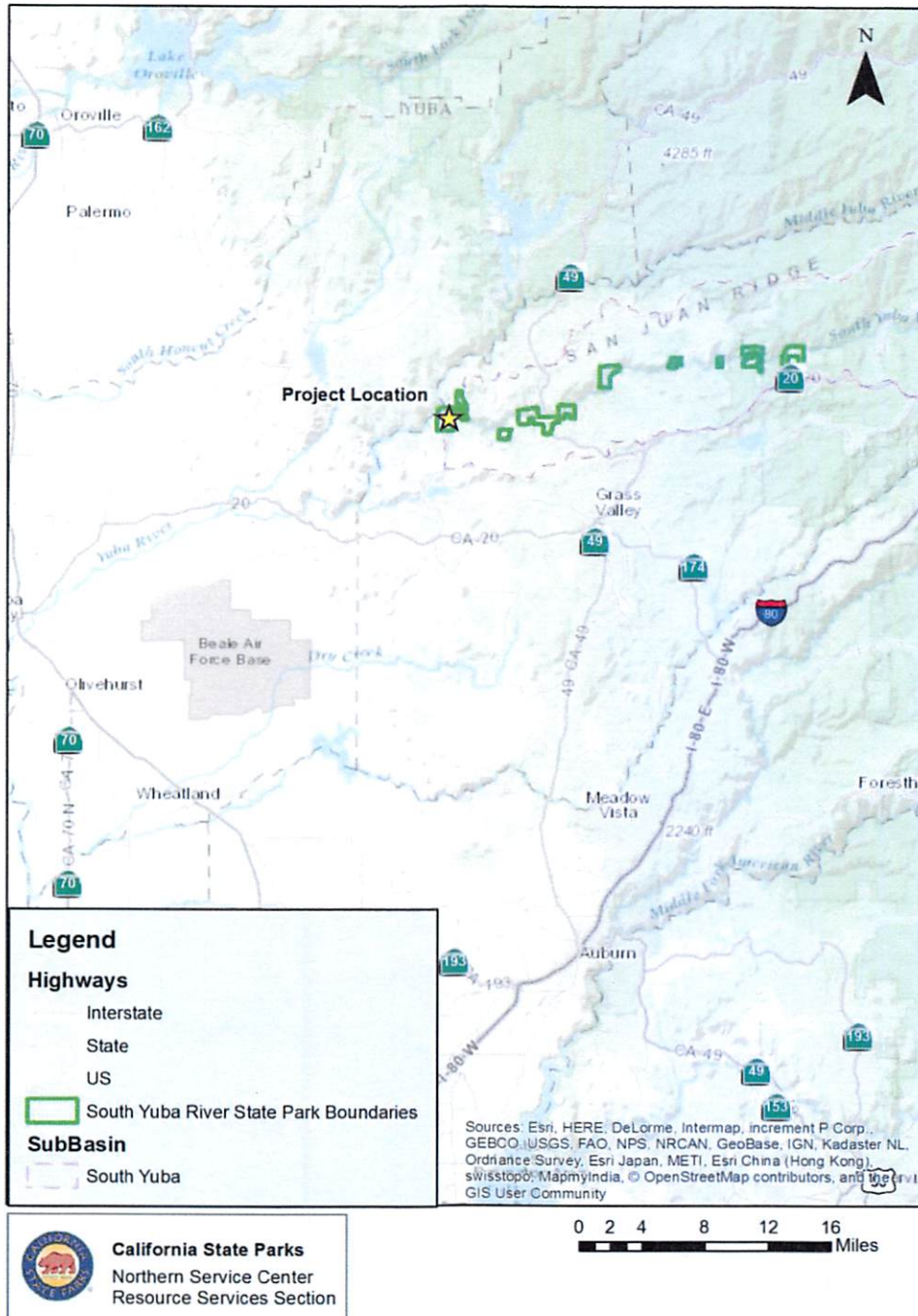
  
for \_\_\_\_\_  
Kevin Thomas  
Acting Regional Manager

  
\_\_\_\_\_  
Date

Prepared by: Amy Kennedy  
Senior Environmental Scientist, Specialist



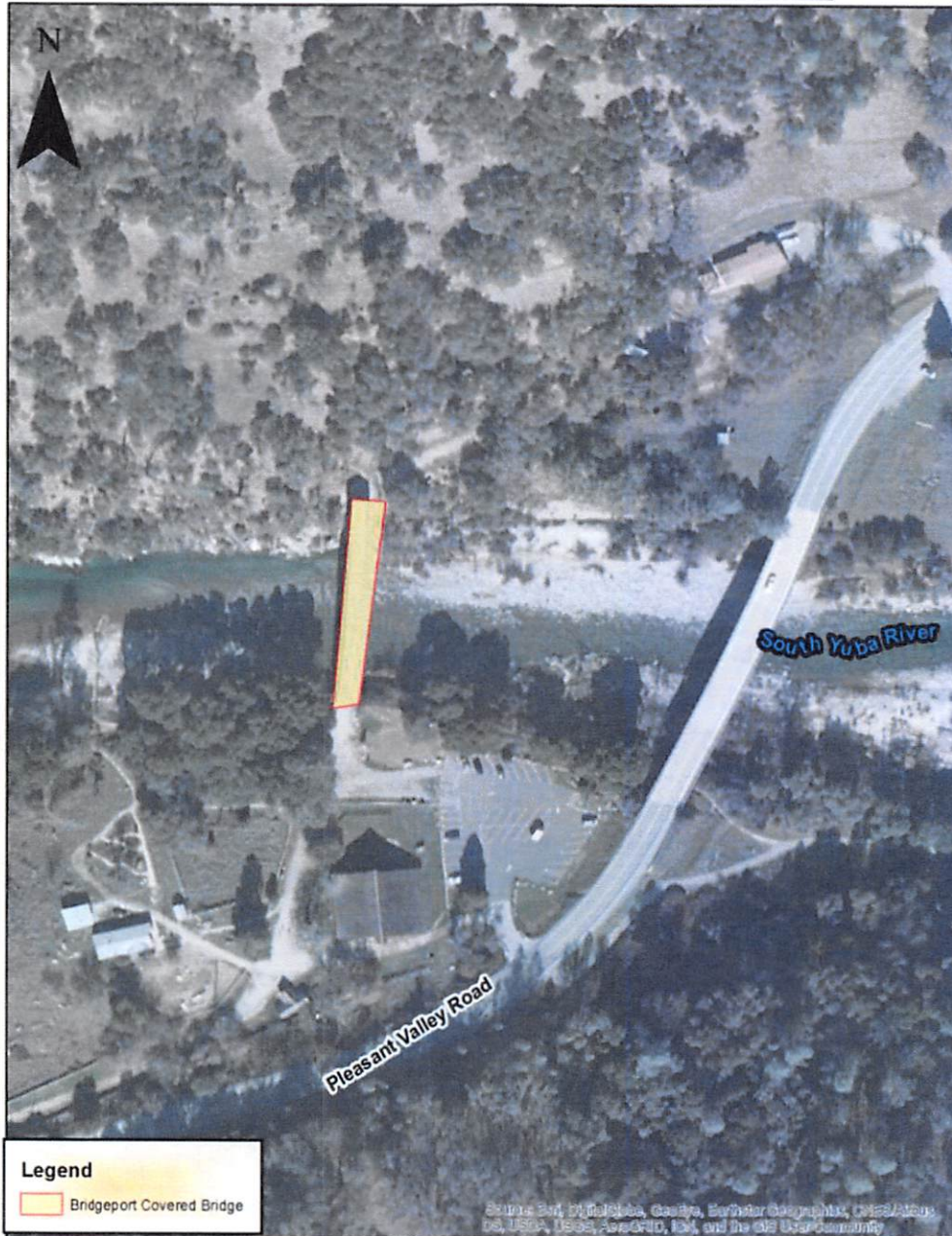
Exhibit A  
 Project Location Map




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Exhibit B  
Aerial Map

**Bridgeport Covered Bridge Project Area**



 **California State Parks**  
Northern Service Center  
Resource Services Section



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