

EXHIBIT A

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



LAKE ALTERATION AGREEMENT
NOTIFICATION No. 1600-2015-0143-R4
MILLERTON LAKE – FRESNO COUNTY

MOHAMMAD ALIMI
COUNTY OF FRESNO
DEPARTMENT OF PUBLIC WORKS AND PLANNING
2220 TULARE STREET, SIXTH FLOOR
FRESNO, CALIFORNIA 93721

COUNTY SERVICE AREA 34 PHASE II WINCHELL COVE PIPELINE (PROJECT)

This Lake Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the County of Fresno (referred to as Permittee), represented by Mohammad Alimi.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on August 17, 2015, that Permittee intends to complete the Project described herein.

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

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

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

PROJECT LOCATION

The Project is located in Millerton Lake in Fresno County, California; SW ¼ of Section 3, Township 11 South, Range 21 East, USGS 7.5 Minute Quad Maps Millerton Lake West and Friant, MDB & M; from Latitude 37°00'08.32"N, Longitude 119°40'04.64"W to Latitude 36°59'46.35"N, Longitude 119°39'44.18"W (Figure 1).

PROJECT DESCRIPTION

The Project includes activities related to the installation of a water transmission main line to supply County Service Area 34 in Fresno County for domestic and irrigation use.

Geotechnical soil surveys will be conducted prior to the placement of the pipeline. Six bore holes will be drilled to 5 feet in depth with a 4-inch diameter hand auger and with a pick and shovel. Two bore holes will be drilled to 11½ feet in depth and 8 inches in diameter using a truck mounted drill rig. Drilling fluids will not be used for any of the borings. Drilled materials will be used to backfill the holes.

A 0.70-mile long trench that is 24 inches wide will be excavated to a maximum depth of 5 feet under the lake bed. The pipeline will run parallel to the existing water main. The pipeline will be 12 inches in diameter with a capacity of 3,000 gallons per minute. The approximate 4,600 cubic yards of excavated material will be used to backfill over the pipeline.

No trees or shrubs will be removed or cut as a result of the Project. Work will be completed when lake water levels are below the work area.

PROJECT IMPACTS

The Project will result in 2.13 acres of temporary impacts to the Millerton Lake bed. Potential impacts to wildlife include disrupting the feeding habits of wintering birds or the nesting habits of breeding birds or the disruption of burrow systems used by small mammals and amphibians. Other potential impacts related to disturbance during Project implementation include but are not limited to those resulting from noise, vibration, Project or worker proximity to sensitive foraging or nesting sites, trampling/crushing, erosion, sediment, fugitive dust, and impacts to water or soil from construction-related materials and equipment.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and the immediate adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, wildlife species including the State endangered and fully protected bald eagle (*Haliaeetus leucocephalus*); the State fully protected golden eagle (*Aquila chrysaetos*); the State and Federal threatened California tiger salamander (*Ambystoma californiense*) and the State species of special concern Western spadefoot (*Spea hammondi*) and burrowing owl (*Athene cunicularia*), and other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem could potentially be impacted.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, any extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel or personnel from another State, Federal, or local agency upon request.

- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and any extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.
- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take. This Agreement does not authorize the “take” (defined in Fish and Game Code Section 86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened or endangered species. Any such take shall require separate permitting as may be required.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities that require Permittee to enter on another owner’s property, they are agreed to with the understanding that Permittee possesses the legal right to so enter.
- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW prior to beginning any activities covered by this Agreement. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting activity, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of non-compliance.

2 Avoidance and Minimization Measures

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

- 2.1 Construction/Work Hours. All work activities shall be confined to daylight hours. For purposes of this Agreement, “daylight hours” are defined as that daytime period between sunrise and sunset.

2.2 Flagging/Fencing. Prior to any activity within CDFW jurisdiction, Permittee shall identify the limits of the required access routes and encroachment into the lake. These "work area" limits shall be identified with brightly-colored flagging/fencing. Work completed under this Agreement shall be limited to this defined area only. Flagging/fencing shall be maintained in good repair for the duration of the Project. All CDFW jurisdictional areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas (ESA) and shall not be disturbed.

2.3 Listed and Other Sensitive Status Species.

- (a) This Agreement does not allow for the take of any State- or Federally-listed threatened or endangered species. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
- (b) Permittee affirms that no take of listed species shall occur as a result of this Project and shall take prudent measures to ensure that all take is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. If any State- or Federally-listed threatened or endangered species occur within the proposed work area or could be impacted by the work proposed, and thus taken as a result of Project activities, Permittee is responsible for obtaining and complying with required State and Federally threatened and endangered species permits or other written authorization before proceeding with this Project.
- (c) Permittee shall immediately notify CDFW of the discovery of any such threatened or endangered species prior to and/or during Project implementation.
- (d) Pre-activity surveys for potential rare, listed, or other sensitive species shall be conducted by a qualified biologist within 30 days prior to commencement of Project activities. Surveys shall be conducted within the work area and all access routes to avoid and minimize incidental take, confirm previous observations, identify any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. If any State- or Federally-listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery prior to commencement of Project activity. An amended Agreement and/or Incidental Take Permit may be necessary and a new CEQA analysis may need to be conducted, before work can begin.
- (e) Bald Eagle and Golden Eagle: No Project-related activities shall be completed from February 1 through August 31 unless a qualified biologist conducts visual surveys for nesting activity of bald eagle and golden eagle within a ½-mile radius of the Project site no more than two (2) weeks before construction begins. Surveys shall be conducted at appropriate nesting times and concentrate on suitable nesting structures for each species. If active eagle nests are found, no Project activities shall occur within ½ mile of the

nest until after the breeding season has ended or a qualified biologist has determined and CDFW has confirmed in writing that the young have fledged and are no longer dependent on parental care or the nest for survival. CDFW may consider proposals for variances from this buffer when there is a compelling biological or ecological reason to do so, and will provide any approval in writing.

No Project-related activities shall be completed from December 1 through March 31 unless a qualified biologist surveys for wintering activity of bald eagle and golden eagle within a ½-mile radius of the Project site no more than two (2) weeks prior to Project activities. If any wintering eagles are observed, a minimum ½-mile avoidance buffer shall be established and maintained around the roost site. A qualified biologist shall have the authority to stop Project activities that could affect the foraging or feeding behavior of the eagle. Permittee may request a modified buffer if a winter eagle roost is found and Permittee proposes alternate methods to minimize project impacts to eagles. CDFW may provide advance, written authorization for the use of a modified buffer.

- (f) California Tiger Salamander: Within the work area and a 50-foot buffer of the work area, a qualified biologist shall flag all rodent burrows and submit a map of the burrows to CDFW. All mapped burrows shall be avoided during ground disturbing Project activity by a minimum 50-foot no-disturbance buffer. The use of established dirt roads by construction vehicles moving through the area may proceed; Permittee shall maintain a minimum 20-foot buffer between mapped burrows and access roads. A qualified biologist shall be present during vegetation removal and ground disturbance that occurs during the active season of the species (November through May) and Permittee shall immediately halt Project activities if a California tiger salamander is detected in or adjacent to the Project area. CDFW shall be notified immediately if a California tiger salamander is detected.

If avoidance of rodent burrows is not feasible, Protocol-level surveys (which could require two (2) years to complete) to detect presence shall be conducted by a qualified biologist, and results shall be submitted to CDFW for review well in advance of Project initiation. If any individuals are detected or if CDFW does not concur that avoidance of take is feasible, Project activity shall not proceed.

If Project work has been halted or has not begun because of detection of California tiger salamander, or if CDFW has determined that avoidance is not feasible, Project work shall only resume after Permittee acquires a State Incidental Take Permit and an amendment to this Agreement is completed to address the take of California tiger salamander.

Alternately, at any Project area where the lake level rises to inundate the site and burrows remain or are created after water recedes to expose the ground, ground disturbing activity may proceed without surveys and without

avoidance of burrows as described above, provided that the lake level recedes and ground disturbing activity is completed during the inactive season and prior to the beginning of the following active season. Permittee shall provide one week advance notice to CDFW if Project work will continue under these circumstances. This notice shall include detail regarding inundation (e.g., approximate depth and duration) of the work area.

- (g) Western Spadefoot: Any western spadefoot discovered at the site immediately prior to or during Project activities shall be allowed to move out of the area of their own volition. If this is not feasible, they shall be captured by a qualified biologist and relocated out of harm's way to the nearest suitable habitat immediately upstream or downstream from the Project site.
- (h) Burrowing Owl: No more than 30 days prior to commencement of Project activities, a qualified biologist shall conduct burrowing owl surveys within a 500-foot radius of the Project site. Surveys shall be conducted at appropriate times to maximize detection. If any active burrowing owl burrows are observed, these burrows shall be designated an Environmentally Sensitive Area (ESA), protected, and monitored by a qualified biologist during Project-related activities. A minimum 500-foot avoidance buffer shall be established and maintained around each owl burrow during the nesting season (February 1 through August 31). If active burrowing owl burrows are observed outside of the nesting season, a minimum 150-foot no disturbance buffer shall be established around each burrow. If avoidance is not feasible and Permittee proposes to evict burrowing owls from burrows, Permittee shall submit to CDFW for written approval a Burrowing Owl Eviction Plan at least 30 days prior to any proposed activity requiring eviction of owls. The Burrowing Owl Eviction Plan shall include details regarding the eviction via one-way doors, including but not limited to the materials used and at least twice daily monitoring of subject burrows to ensure that owls are not trapped; timing of eviction only outside the nesting season; details about protecting land for each pair or individual evicted; and details about any proposed use of artificial burrows, including but not limited to design, installation, and maintenance.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activities, said fish or wildlife shall be allowed to leave the Project area unharmed.
- (b) Pursuant to FGC Sections 3503 and 3503.5, it is unlawful to take, possess, or destroy the nest or eggs of any bird or bird-of-prey. To protect nesting birds, no Project activity shall be completed from March 1 through August 31 unless the following Avian Nesting Surveys are completed by a qualified biologist within 30 days prior to commencing Project activities.

Separate avian survey and avoidance requirements are listed above for bald eagle, golden eagle, and burrowing owl (see Avoidance and Minimization Measures 2.3(e) and (h)).

Raptors: Survey for nesting activity of raptors within a 500-foot radius of the Project area. Surveys shall be conducted at appropriate nesting times and concentrate on trees with the potential to support raptor nests. If any active nests are observed, these nests and nest trees shall be designated an ESA and protected with a minimum 500-foot buffer until young have fledged and are no longer reliant on the nest site or parental care.

Other Avian Species: Survey for nesting activity within a 250-foot radius of the defined work area. If any nesting activity is found, Permittee shall designate nests and nest substrate (trees, shrubs, ground, or burrows) an ESA protected with a minimum 250-foot buffer until young have fledged and are no longer reliant on the nest site or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project area would be concealed from a nest site by topography.

2.5 Vegetation.

- (a) No trees or shrubs shall be removed or trimmed. Trimming or removal of non-woody vegetation shall be limited to the minimum amount necessary to complete the Project.
- (b) Vegetation removed from the Project site shall be disposed of at an appropriate and legal off-site location where the material cannot enter the lake bed. No such material shall be stockpiled in the lake bed.

2.6 Vehicles and Equipment.

- (a) Vehicles and equipment shall only be operated in the work area during naturally dry conditions.
- (b) Vehicles, equipment, and other machinery shall be inspected for the presence of undesirable species and cleaned prior to on-site use to reduce the risk of introducing exotic plant or animal species into the Project site.
- (c) Any equipment or vehicles driven and/or operated in or adjacent to the lake shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Vehicle and equipment access to the work area shall be limited to predetermined ingress and egress corridors. All other CDFW jurisdictional

areas adjacent to the work site shall be considered an ESA and shall remain off-limits to vehicles and equipment.

- (e) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the lake bed. Stationary equipment such as motors, pumps, generators, compressors and welders, located within or adjacent to the lake, shall be positioned over drip-pans. Vehicles shall be moved away from the lake prior to refueling and lubrication.

2.7 Fill/Spoil.

- (a) Spoil storage sites shall not be located where spoil could be washed into the lake.
- (b) Rock, gravel, and/or other materials shall not be imported into or moved within the lake bed, except as otherwise addressed in this Agreement.
- (c) Spoil storage shall be temporary and backfilled prior to the completion of Project activities.
- (d) All excavated material shall be backfilled and adequately stabilized, compacted, and contoured.
- (e) Permittee shall cover spoil piles with plastic sheeting or visquine when rainy or windy conditions could erode loose soils.

2.8 Erosion.

- (a) No work shall occur during or within 24 hours following significant rainfall events, defined as $\frac{1}{4}$ inch or more of rain in a 24-hour period.
- (b) Project activity shall occur when the work area is naturally dry.
- (c) Following Project activity, Permittee shall compact backfilled soils and contour the lake bed to maintain slopes that are consistent with areas adjacent to the Project work area, in order to prevent the creation of pits within the Project area following Project implementation.
- (d) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following Project implementation. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code Sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State".
- (c) All Project-generated debris, building materials, and rubbish shall be removed from the lake and from areas where such materials could wash into the lake.

3 **Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each Protective Measure listed below.

3.1. Revegetation/Restoration.

- (a) Any exposed slopes or exposed areas created by Project activities shall be seeded (with weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends or as otherwise approved in writing by CDFW. A seed mixture shall be submitted to CDFW for approval prior to application.
- (b) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW. Coordination may include the negotiation of additional Protective Measures for this activity.

4 **Reporting Measures**

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures in this Agreement. Protective Measures shall be

implemented within the time periods indicated in this Agreement and the reporting described below.

- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement, and shall monitor the effectiveness of the Protective Measures.

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

- Construction/work schedule, submitted to CDFW prior to Project commencement (Administrative Measure 1.8).
- Results of the pre-activity surveys, submitted to CDFW at least one (1) week prior to commencement of Project activity (Avoidance and Minimization Measure 2.3(d)).
- Results of surveys for nesting eagles if Project activities occur between February 1 and August 31, and/or results of surveys for wintering eagles if Project activities occur between December 1 and March 31, submitted to CDFW no more than one (1) week following the completion of surveys (Avoidance and Minimization Measure 2.3(e)).
- A map of rodent burrows and, if avoidance of burrows is not feasible, results of surveys for California tiger salamander, or notice of Project work proposed to follow Project site inundation by lake waters, submitted to CDFW at least one (1) week prior to commencement of Project activity (Avoidance and Minimization Measure 2.3(f)).
- Results of surveys for burrowing owls, submitted to CDFW at least one (1) week prior to commencement of Project activity, and if avoidance is not feasible, a Burrowing Owl Eviction Plan submitted to CDFW at least 30 days prior to any proposed eviction of owls (Avoidance and Minimization Measure 2.3(h)).
- Results of surveys for nesting birds, if any work is scheduled during the avian nesting season, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.4(b)).
- A seed mixture to be used to control erosion, submitted to CDFW for approval prior to application (Compensatory Measure 3.1(a)).
- A Final Project Report to be submitted within 30 days after the Project is completed. The final report shall summarize the Project and address the implementation of each Protective Measure included in this Agreement. Before, during, and after photo documentation of the Project site shall be included in the report.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit all schedules, survey results, reports, and/or plans required by this Agreement in hard copy to the address below; Permittee may also submit those materials electronically by email to the CDFW contact identified below (or subsequent contact) **and** to R4LSA@wildlife.ca.gov.

To Permittee:

Mohammad Alimi
County of Fresno
Department of Public Works and Planning
2220 Tulare Street, Sixth Floor
Fresno, California 93721
Phone: (559) 600-4078
aweaver@co.fresno.ca.us

To CDFW:

California Department of Fish and Wildlife
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Carrie Swanberg
Notification No. 1600-2015-0143-R4
Phone: (559) 243-4014 ext. 246
Fax: (559) 243-4594
Carrie.Swanberg@wildlife.ca.gov

LIABILITY

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

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

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

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

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from obtaining any other permits or authorizations that might be required under other Federal, State, or local laws or regulations before beginning the Project or an activity related to it.

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

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

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

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

TRANSFER AND ASSIGNMENT

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

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

EXTENSIONS

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

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

EFFECTIVE DATE

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

TERM

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

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

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

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the CEQA Mitigated Negative Declaration (MND) prepared by the County of Fresno as the Lead Agency for the County Service Area 34 Winchell Cove Pipeline Project (State Clearinghouse No. 2011071042), approved by the County of Fresno on December 10, 2013. A copy of the MND was provided to CDFW by Permittee.

CDFW, as a CEQA Responsible Agency, shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The document listed below is included as an exhibit to this Agreement and is incorporated herein by reference.

Figure 1. Project Location USGS Quad Map.

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

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

CONCURRENCE

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

FOR COUNTY OF FRESNO

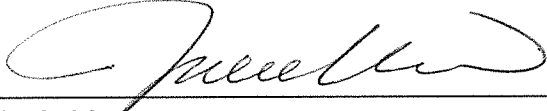


Mohammad Alimi
Design Division Manager – Department of Public
Works and Planning

1-13-16

Date

FOR CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE



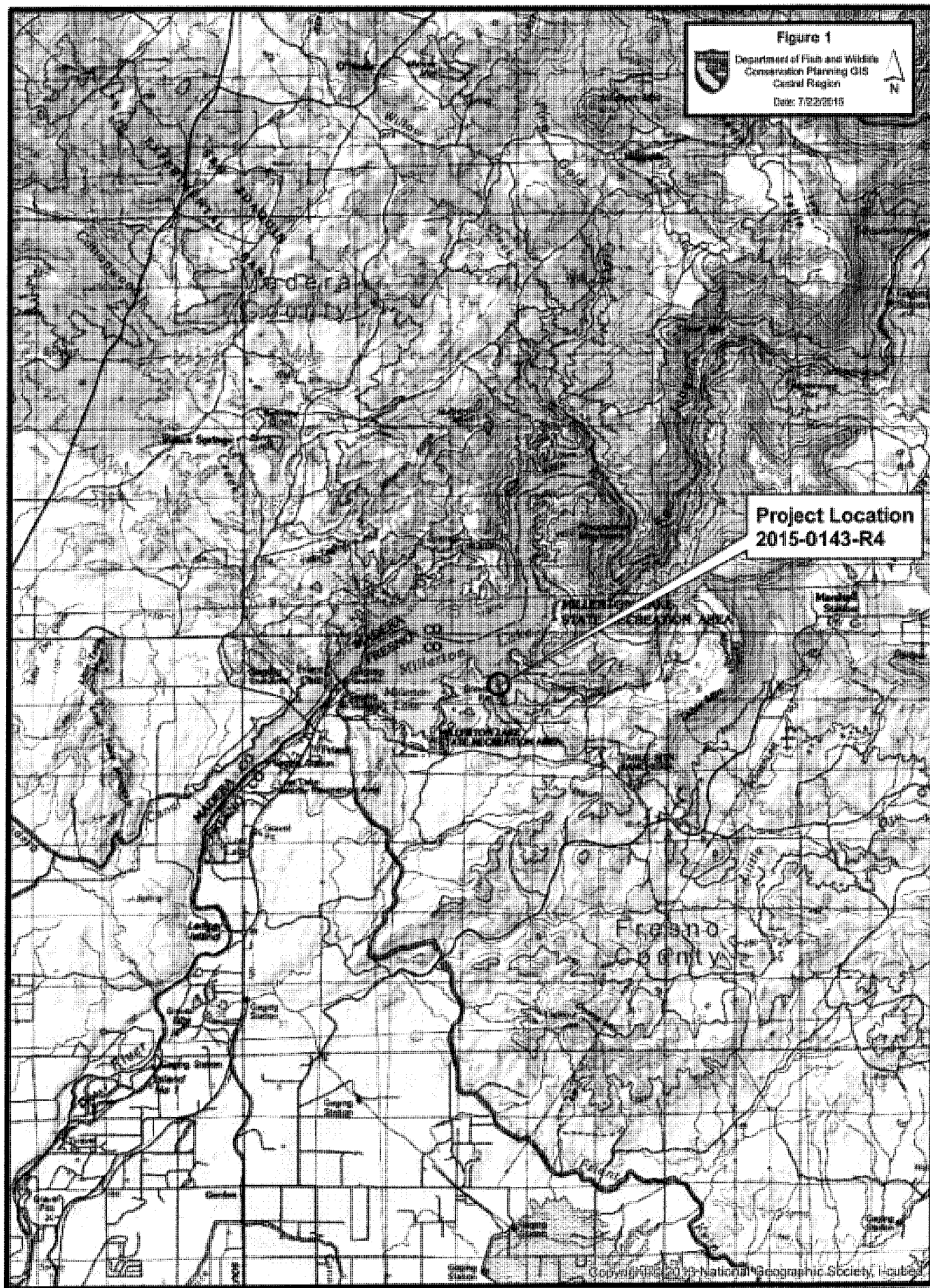
Julie A. Vance
Regional Manager – Central Region

1/22/16

Date

Figure 1

Exhibit A



0 1 2 Miles