

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**  
INLAND DESERTS REGION  
3602 INLAND EMPIRE BOULEVARD, SUITE C-220  
ONTARIO, CA 91764  
(909) 484-0167



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION No. 1600-2016-0078-R6  
BISHOP CREEK CANAL

CITY OF BISHOP  
BISHOP SEWER TRUNK REPLACEMENT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Bishop, as represented by David Grah (Permittee).

## **RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on April 12, 2016 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 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 wildlife resources.

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

## **PROJECT LOCATION**

The Project is located in the Bishop Creek Canal, which is a subsidiary to the Owens River, in the City of Bishop, Inyo County, California. Latitude 37.35956 N, Longitude - 118.38653 W; the project is located in Range 7 South, Range 33 East, Section 7 of the U.S. Geological Survey Bishop 7.5-minute quadrangle map. The Assessor's Parcel Numbers are 001-221-11, 008-260-01, 008-260-02, 008-260-03, 008-010-14, and 008-010-15.

## **PROJECT DESCRIPTION**

The proposed sewer trunk replacement project includes replacement of an existing sewage line between Clark Street, in the City of Bishop, and the City of Bishop Sewage Treatment Facility. This replacement project includes the installation of a new sewage

line beneath the Bishop Creek Canal (Project). The Project includes the following activities:

- The dewatering of the project area using coffer dams and a diversion method that will be provided to CDFW for approval prior to construction;
- the excavation of a groundwater de-watering trench within the de-watered portion of the canal, north of the sewage pipeline;
- the excavation of a 20-foot-wide, 40-foot-long, 6-foot deep trench across the Bishop Creek Canal;
- the installation of an 18-inch poly-vinyl-chloride (PVC) sewage pipe;
- the placement of up-to 38 cubic yards of concrete, around the installed pipe (see notification package, figure C-17);
- the installation of up to four cubic yards of rip-rap along the concrete cap;
- and re-watering of the project area following completion of construction activities

Access to work areas will occur along the existing roadways. No Project activities will occur in wetted areas, and equipment staging and maintenance areas will be located on existing paved areas. No woody riparian vegetation will be removed during Project activities.

The Project will result in temporary impacts to 0.10 acres of CDFW-jurisdictional, vegetated streambed, and permanent impacts to 0.03 acres of vegetated CDFW jurisdictional streambed.

## PROJECT IMPACTS

Existing plant or wildlife resources the Project could substantially adversely affect include:

**BIRDS** – red-tailed hawk (*Buteo jamaicensis*), American kestrel (*Falco sparverius*), mallard (*Anas platyrhynchos*), mourning dove (*Zenaida macroura*), and other bird species.

**MAMMALS** – bobcat (*Lynx rufus*), and other mammal species.

**FISH** – Owens sucker (*Catostomus fumeiventris*), brown trout (*Salmo trutta*), rainbow trout (*Oncorhynchus mykiss*), carp (*Cyprinus carpio*), and largemouth bass (*Micropterus salmoides*).

**PLANTS** – water birch (*Betula occidentalis*), Goodding's willow (*Salix gooddingii*), red willow (*Salix laevigata*), Fremont's cottonwood (*Populus fremontii*), and other plant species.

The adverse effects the Project could have on the fish and wildlife resources identified above include the disturbance to, alteration of, and/or temporary loss of nesting or foraging habitat; and direct mortality from project activities. The Agreement authorizes

temporary impacts to 0.1 acres of CDFW jurisdictional, vegetated streambed and permanent impacts to 0.03 acres of vegetated, CDFW jurisdictional habitat. If any additional unanticipated impacts occur to CDFW jurisdictional areas, Permittee shall submit an application for an amendment to this Agreement to assess and quantify the impacts, and for authorization of those impacts.

## **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 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 the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Compliance with other Agencies. This Agreement does not relieve the Permittee of responsibility for compliance with applicable federal, state, or local laws, ordinances or grant conditions.
- 1.5 Project Site Entry. Permittee requests that CDFW personnel contact David Grah at (760) 873-8458 to determine a time for CDFW to enter the Project site in order to verify compliance with the Agreement.
- 1.6 Take of Listed Species. The issuance of this Agreement does not authorize the take of any state and/or federally listed threatened, endangered, or fully protected species.

### **2. Avoidance and Minimization Measures**

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

- 2.1 Designated Biologist(s). Permittee shall have a CDFW approved Designated Biologist(s) (DB) at the Project site while the Permittee is emplacing or removing water diversions within the project area or operating equipment within the waters of the Bishop Creek Canal. The DB (s) shall ensure Agreement conditions are being met and impacts to fish and wildlife habitat are minimized. To protect fish and wildlife resources, the DB shall have the authority to immediately stop any Project activity. Permittee shall ensure that the DB (s) is knowledgeable and experienced in the biology, natural history, collecting, and handling of appropriate species. The DB (s) shall be responsible for monitoring activities addressed by the Agreement. The DB (s) shall flag the Project area, and the jurisdictional areas, perform necessary surveys, and take photographs during the construction process. If a State listed Species of Special Concern, or threatened or endangered species are found within the Project work area, the DB(s) shall immediately stop work within the Project work area and notify CDFW, via email (Nick.Buckmaster@wildlife.ca.gov), and by calling Nick Buckmaster, Environmental Scientist at (760) 872-1110. Consultation with CDFW is required prior to cancellation of a stop work order. Permittee shall submit to CDFW in writing the name, qualifications, resume, and contact information of DB(s) responsible for monitoring of Project activities. This information shall be submitted to CDFW via email to: Nick.Buckmaster@wildlife.ca.gov. Permittee shall obtain CDFW approval of DB (s) in writing 30 days before the commencement of Project activities (including site preparation), and shall also obtain approval in writing 5 days in advance if the DB (s) must be changed.
- 2.2 Nesting Bird Plan. If Project activities will occur between April 1 and September 15, the Permittee shall submit to CDFW for review and approval a Nesting Bird Plan (NBP) no later than 30 days prior to the initiation of Project activities. The NBP will include Project-specific avoidance and minimization measures to ensure that impacts to nesting birds do not occur and that the Project complies with all applicable laws related to nesting birds and birds of prey. The NBP shall include at a minimum: monitoring protocols; survey timing and duration; the creation, maintenance, and submittal to CDFW of a bird-nesting log; and Project-specific avoidance and minimization measures. Avoidance and minimization measures shall include, at a minimum: Project phasing and timing, monitoring of Project-related noise, sound walls, and buffers. The NBP shall be submitted to CDFW via email to: Nick.Buckmaster@wildlife.ca.gov.
- 2.3 Avoidance of impacts to spawning fish. In order to avoid impacts to fish species of concern, Project activities within the Bishop Creek Canal shall be conducted between July 1 and November 1 or be between February 1 and May 1.
- 2.4 Sensitive Species Surveys. Permittee shall conduct preconstruction surveys for sensitive species within the Project area, no less than seven days before the initiation of Project activities, including species of special concern, prior to the initiation of Project activities. Surveys shall include focused surveys for Owens sucker (*Catostomus fumeiventris*), sensitive plant species, nesting birds, and

roosting bats. The results of surveys shall be included in the report described in condition 3.2 of this Agreement. If a sensitive species or species of special concern is found during preconstruction surveys, notification shall be submitted to CDFW via email to: Nick.Buckmaster@wildlife.ca.gov and by calling Nick Buckmaster, Environmental Scientist at (760) 872-1110 within 24 hours of the observation.

- 2.5 Worker Environmental Training. Prior to any construction activities on the Project site, the Permittee will implement a Worker Environmental Awareness Training Program (WEAP) to educate on-site workers about sensitive environmental issues associated with the Project. The program will be administered to all on-site personnel, including the Permittee's personnel, contractors, and all subcontractors, prior to the employee's commencing work on the site. The WEAP will include but not be limited to protected species and species of special concern that have potential to occur within the Project footprint (e.g. Owens sucker, nesting birds, and roosting bats).
- 2.6 Best Management Practices. Permittee shall actively implement the Best Management Practices (BMPs) listed in the Notification package to prevent erosion and discharge of sediment and pollutants into streams during Project activities. BMPs shall be inspected daily and repaired if necessary to ensure maximum control of erosion, sediment, and pollution. Permittee shall prohibit the use of erosion control materials potentially harmful to wildlife species, such as monofilament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw wattles, and/or hay bales utilized within and adjacent to the Project site shall be free of nonnative plant materials. **Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves.** Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.7 Protection of Native Plants. Permittee shall flag or otherwise mark limits of disturbance. Vegetation shall not be removed or damaged beyond the work area as defined in the Project Description, and if possible, roots shall not be disturbed to ensure canal bank stability.
- 2.8 Escape Trench. At the end of each workday, the Permittee shall place an escape ramp at each end of any open trenches or pits to allow any animals that may have become entrapped in the trench to climb out overnight. The ramp may be constructed of either dirt fill or wood planking or other suitable material that is placed at an angle no greater than 30 degrees. Open trenches and pits shall be checked each morning by the DB (s) for wildlife sheltering within them.
- 2.9 Groundwater Avoidance. The Permittee shall implement measures to avoid contaminating groundwater and hyporheic stream flow. These measures may include excavation of one or more pits and active pumping of groundwater.

Pumped groundwater may be discharged no less than 50 feet from any streambed, unless a suitable filter is installed. Groundwater avoidance measures shall be submitted to CDFW no later than 14-days prior to construction activities. This information shall be submitted to CDFW via email to:  
Nick.Buckmaster@wildlife.ca.gov.

2.10 Stream diversion. Permittee shall comply with the following to protect aquatic life:

- 2.10.1 Prior to the start of construction, Permittee shall divert water around the Project area such that the work area shall be isolated from stream and bypassed stream. To isolate the work area, watertight coffer dams shall be constructed around the work area, water diverted through pipes, and discharged downstream of the Project area, as described in the notification package. Cofferdams shall be constructed of material that does not allow for the release of soils or fine sediment. Cofferdams and the water diversion system shall remain in place and functional throughout the construction period. Cofferdams or stream diversions that fail for any reason shall be repaired immediately.
- 2.10.2 Prior to diversion of the Bishop Creek Canal, the Permittee shall use hand tools to remove all submerged aquatic vegetation from the area that will be dewatered.
- 2.10.3 The Permittee shall check for stranded aquatic life as the water level in the dewatered area drops. All reasonable efforts shall be made to capture and move all stranded aquatic life observed in the dewatered areas. Capture methods may include fish landing nets, dip nets, buckets and by hand. Captured aquatic life shall be released immediately in the closest body of water adjacent to the work site. This condition does not allow for the take or disturbance of any State or federally listed species, or State listed species of special concern. The DB (s) shall catalog and record all aquatic life that is removed from the dewatered area. A summary of this information shall be submitted in the report described in condition 3.2.
- 2.10.4 Permittee shall divert flow in a manner that limits turbidity, siltation, or pollution and provides flows to downstream reaches. Flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life. Bypassed flow will be in accordance with Fish and Game Code §5937 and §5946. Said flows shall be of sufficient quality and quantity, and of appropriate temperature to support fish and other aquatic life both above and below the diversion. Normal flow shall be restored to the affected stream immediately upon completion of work at that location. Permittee shall monitor dissolved oxygen above and below the project at least twice a day during project activities (prior to beginning work and after work has been completed).

- 2.10.5 The Permittee shall submit to CDFW the specifications of the diversion pipe (s) that will be used to provide bypass flows. If the intake velocity is greater than 1.0 ft./s, or a bypass pump will be used, the permittee shall divert flows in a manner that reduces the potential for fish entrainment. The Permittee shall use a CDFW-approved fish-screening device over the diversion inlet. The fish screen should account for the appropriate approach velocities to the inlet pipe.
- 2.10.6 Permittee shall have extra sandbags readily available to provide additional freeboard to the diversion in the event it becomes evident flows may increase in due to rainy conditions. The sandbag diversion may be removed completely only if the stream bank is stable and no undue erosion will occur.
- 2.11 Pollution and Litter. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.11.1 The Permittee shall provide an Oil Spill Contingency Plan to CDFW for approval prior to operation of equipment in any streambed, or other CDFW jurisdictional area. At minimum, this plan shall include spill containment measures, a plan for clean-up and disposal of contaminated soil, and the use of secondary containment under fuel storage sites and parked vehicles. If any equipment will be fueled onsite, the Permittee shall designate a fueling area outside of CDFW jurisdiction, place a drip pan or absorbent pads under the vehicle while fueling, and have absorbent spill clean-up materials available in fueling areas. All equipment operators shall carry an oil spill containment kit suitable for containing an oil spill of less than one gallon. If any oil spill should occur where it may enter state waters or is in excess of 42 gallons (one barrel), California State Law requires that it be reported to the California Governor's Office of Emergency Services (800-852-7550). In addition, Fish and Game Code section 5650 prohibits any discharge of any petroleum into state waters, and if an oil spill occurs where it may pass into state waters or exceeds 42 gallons, it shall be reported to CDFW within 24 hours of the spill. Spills that exceed 42 gallons or occur where they may pass into state waters shall be reported by phone and email to Nick Buckmaster at (760) 872-1110 and Nick.Buckmaster@wildlife.ca.gov. All other oil spills should be reported to CDFW in the Report described in condition 3.2. Regardless of spill size, cleanup activities shall begin immediately.
- 2.11.2 Permittee shall not allow water containing mud, silt, or other pollutants from grading, aggregate washing, or other activities to enter a streambed, or be placed in locations that may be subjected to high storm flows.

- 2.11.3 To the greatest extent possible, spoil sites shall not be located within a streambed, or in locations that may be subjected to high storm flows, where spoil may be washed back into a streambed. If spoil sites are located in a streambed, the Permittee shall implement the following measures to prevent spoils from entering flowing water:
- A. Permittee shall place and maintain two sediment-control barriers around spoil sites located in or within 50 feet of a stream. The design and placement of these barriers will allow for the backup water caused by the first barrier.
  - B. Permittee shall maintain the sediment barriers in good operating condition throughout the construction period. 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.
  - C. Passage of sediment beyond the sediment barrier(s) is prohibited. If any sediment barrier fails to retain sediment, Permittee shall take corrective measures immediately, and notify Nick Buckmaster, Environmental Scientist, at (760) 872-1110 and [Nick.Buckmaster@wildlife.ca.gov](mailto:Nick.Buckmaster@wildlife.ca.gov).
- 2.11.4 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 fish and wildlife resources resulting from Project related activities shall be prevented from contaminating the soil and/or entering a stream. These materials, placed within or where they may enter a streambed by Permittee or any party working under contract or with the permission of Permittee, shall be removed immediately.
- 2.11.5 No broken concrete, cement, debris, soil, silt, sand, bark, slash, sawdust, rubbish, or washings thereof, oil or petroleum products, or other organic or earthen material from any construction or associated activity of whatever nature shall be allowed to enter into or be placed where it may be washed by rainfall or runoff into a streambed. When operations are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high water mark of any stream.
- 2.11.6 All equipment or vehicles driven and/or operated within or adjacent to a streambed shall be checked daily and maintained as needed to prevent deleterious material leaks.
- 2.11.7 No equipment maintenance shall be done within or near any streambed where petroleum products or other pollutants from the equipment may

enter these areas under any flow.

2.12 Restoration of Streambed. Permittee shall return all temporarily impacted areas of the streambed to pre-project conditions, and the gradient of the streambed shall be returned to pre-project grade.

2.13 Invasive Species Prevention. Permittee shall comply with the following:

2.13.1 Inspection of Project Equipment. If any equipment, has been used in a different watercourse prior to use for Project activities, it shall be pressure washed or steam-cleaned prior to use in the Project area to ensure it is free of water, mud, and debris that could harbor and transport invasive, non-native aquatic species.

2.13.2 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report (available online at: [http://www.dfg.ca.gov/invasives/inv\\_reporting/sightingReport.html](http://www.dfg.ca.gov/invasives/inv_reporting/sightingReport.html)) and photos to the Invasive Species Program by email at: [invasives@wildlife.ca.gov](mailto:invasives@wildlife.ca.gov). Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

### 3. Reporting Measures

3.1 If any sensitive species are observed on or in proximity to the Project site, or during Project surveys, Permittee shall submit California Natural Diversity Data Base (CNDDDB) forms and maps to the CNDDDB within five working days of the sightings, and provide the regional CDFW office with copies of the CNDDDB forms and survey maps. The CNDDDB form is available online at: [www.dfg.ca.gov/whdab/pdfs/natspec.pdf](http://www.dfg.ca.gov/whdab/pdfs/natspec.pdf). **This information shall be mailed within five days to:** California Natural Diversity Data Base, 1807 13th Street, Suite 202, Sacramento, CA 95814, Phone (916) 324-3812. A copy of this information shall also be mailed within five days to CDFW Inland Deserts Region at the address below under Contact Information. **Please reference SAA # 1600-2016-0078-R6.**

3.2 No more than 60 days following the completion of construction activities, the Permittee shall submit a report to CDFW summarizing project activities. This report shall include a summary of Project impacts to CDFW jurisdiction, the depth at which groundwater was encountered, the estimated groundwater discharge, a list of species encountered during stream dewatering, photos taken during and after construction, and a summary of any oil spills or leaks that occurred.

- 3.3 The Permittee shall notify CDFW, in writing, at least five (5) days prior to the initiation and five (5) days prior to the completion of Project activities in jurisdictional areas. Notification shall be sent via email to Nick.Buckmaster@wildlife.ca.gov.

### **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

#### To Permittee:

City of Bishop  
David Grah  
377 West Line Street  
Bishop, CA 93514  
(760) 873-8458  
publicworks@cityofbishop.com

#### To CDFW:

Department of Fish and Wildlife  
Inland Deserts Region  
787 North Main Street Suite 220  
Bishop, CA 93514  
Attn: Lake and Streambed Alteration Program – Nick Buckmaster  
Notification #1600-2016-0078-R6  
(760) 872- 1110  
Nick.Buckmaster@wildlife.ca.gov

### **LIABILITY**

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

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

### **SUSPENSION AND REVOCATION**

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

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

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

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

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

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

## **AMENDMENT**

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

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

## **TRANSFER AND ASSIGNMENT**

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

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

## **EXTENSIONS**

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

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

## **EFFECTIVE DATE**

The Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the

applicable FGC section 711.4 filing fee listed at  
[http://www.wildlife.ca.gov/habcon/ceqa/ceqa\\_changes.html](http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html).

## **TERM**

This Agreement shall expire on **August 15, 2020**, unless it is terminated or extended before then. All provisions in the Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after the Agreement expires or is terminated, as FGC section 1605(a) (2) requires.

## **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.

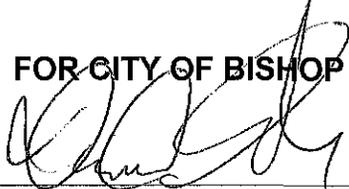
## **AUTHORIZATION**

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 CDFW in accordance with FGC section 1602.

**CONCURRENCE**

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

**FOR CITY OF BISHOP**

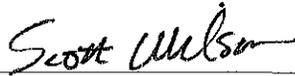


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David Grah, Director of Public Works

28 JUN 18

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**



\_\_\_\_\_  
Bruce Kinney  
Environmental Program Manager

7/23/2018

Date

Prepared by: Nick Buckmaster  
Environmental Scientist