



State of California –The Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
North Central Region/Region 2
1701 Nimbus Road
Rancho Cordova, CA 95670
(916) 358-2900
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



April 23, 2019

Neal Hay
Sutter County Development Services
1130 Civic Center Boulevard
Yuba City, CA 95993
nhay@co.sutter.ca.us

RECEIVED
APR 29 2019
DEVELOPMENT SERVICES

Subject: Amendment to Incidental Take Permit for Pennington Road Bridge Repair Project (2081-2015-016-02-A1)

Dear Mr. Hay,

Enclosed you will find two originals of the amended incidental take permit for the above referenced Project, which have been signed by the Department. Please read the permit carefully, sign the acknowledgement on both copies of the permit, and return one original no later than 30 days from Department signature, and prior to initiation of ground-disturbing activities, to:

Department of Fish and Wildlife
Habitat Conservation Planning Branch, CESA Permitting
Post Office Box 944209
Sacramento, CA 94244-2090

You are advised to keep the other original signature permit in a secure location and distribute copies to appropriate project staff responsible for ensuring compliance with the conditions of approval of the permit. Note that you are required to comply with certain conditions of approval prior to initiation of ground-disturbing activities. Additionally, a copy of the permit must be maintained at the project work site and made available for inspection by Department staff when requested.

The permit will not take effect until the signed acknowledgement is received by the Department. If you wish to discuss these instructions or have questions regarding the permit, please contact Amy Kennedy, Senior Environmental Scientist, Specialist, at (916) 358-2842, or amy.kennedy@wildlife.ca.gov.

Sincerely,

Kevin Thomas
Regional Manager

Enclosures (2)

RECEIVED

MAY 08 2019

HABITAT CONSERVATION
PLANNING BRANCH

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



AMENDMENT NO. 1
(A Minor Amendment)
California Endangered Species Act
Incidental Take Permit No. 2081-2015-016-02
Sutter County
Pennington Road Bridge Replacement Project in Sutter County

INTRODUCTION

On April 5, 2016, the California Department of Fish and Wildlife (CDFW) issued Incidental Take Permit No. 2081-2015-016-02 (ITP) to Sutter County Development Services Department (Permittee), authorizing take of giant garter snake (*Thamnophis gigis*) (Covered Species) associated with and incidental to the Pennington Road Bridge Replacement Project in Sutter County, California (Project). The Project as described in the ITP as originally issued by CDFW includes the replacement of the existing functionally obsolete two-lane bridge (Bridge No. 18C-0100) on Pennington Road that crosses the Sutter Butte Irrigation Canal (Sutter Butte Canal). In issuing the ITP, CDFW found, among other things, that Permittee's compliance with the Conditions of Approval of the ITP would fully mitigate Project impacts of the taking on the Covered Species and that issuance of the ITP would not jeopardize the continued existence of the Covered Species.

Delays in the project award pushed the start date of the project until September 20, 2017. The original permit was set to expire on March 15, 2018, therefore completion of work before the expiration of the permit would not be feasible. It is estimated that the project will be completed between early May and June, therefore Sutter County is requesting an extension of the ITP until July 6, 2018.

The timing of the work was previously only allowed between May 1 and October 1, however, changes in flow within the canal would now only allow work within the channel when flows are at their highest levels. A new work window is requested to authorize work from October 2 to April 30.

Minor Amendment No. 1
Incidental Take Permit 2081-2015-016-02-01
SUTTER COUNTY
Pennington Road Bridge Replacement Project

This Minor Amendment No. 1 (Amendment) makes the following changes to the existing ITP:

First, this Amendment changes the expiration date of the original ITP from March 15, 2018 until July 6, 2018.

Second, this Amendment changes the work window from May 1 to October 1, to a year round work window.

AMENDMENT

The ITP is amended as follows (amended language in ***bold italics***; deleted language in ~~strikethrough~~):

1. The first paragraph in the ITP Condition 8.1.1, page 10 (Take Minimization Measures) shall be amended to read:

~~Work Between May 1st and October 1st.~~ ***Year Round Work Window.*** Covered Activities ~~not listed in 8.1.2, including demolition of the existing bridge, all excavation work, and~~ placement of the reinforced concrete slab, ***installation of the new abutments, placement of the rock slope protection, and all other covered activities defined in this ITP*** shall be conducted ***year round, until the project is complete*** ~~between May 1st and October 1st.~~

2. The second paragraph in the ITP Condition 8.1.2, page 10 (Take Minimization Measures) shall be removed:

~~Work Between October 2nd and April 30th. Work conducted between October 2nd and April 30th is limited to the installation of the new abutments and the placement of the rock slope protection. If additional work is conducted outside of the active season, the Permittee shall reinitiate consultation with CDFW and additional mitigation may be required.~~

3. The corresponding MMRP Measure 12 shall be amended to read:

Within thirty (30) days of issuance of this ITP, the Permittee shall purchase 0.14 acres of Covered Species credits from a CDFW-approved conservation bank. Permittee shall provide the CDFW with proof of purchase in the form of a Credit Sales Agreement (see Attachment 3) or another form of proof of purchase approved in advance in writing by CDFW.

For the purposes of this Amendment, the Permittee shall purchase an additional 0.05 acres of Covered Species credits from a CDFW-approved conservation

bank. Permittee shall provide CDFW with proof of purchase in the form of a Credit Sales Agreement or another form of proof of purchase approved in advance in writing by CDFW.

4. The corresponding MMRP Measures 26 and 27 shall be amended to read the same as above.
5. The third paragraph of in the ITP, page 1 (Effective Date and Expiration Date of this ITP) shall be amended to read:

This ITP shall be executed in duplicate original form and shall become effective once a duplicate original is acknowledged by signature of the Permittee on the last page of this ITP and returned to CDFW's Habitat Conservation Planning Branch at the address listed in the Notices section of this ITP. Unless renewed by CDFW, this ITP's authorization to take the Covered Species shall expire on ~~March 15, 2018~~: **July 6, 2018**.

All terms and conditions of the ITP and MMRP that are not expressly amended herein remain in effect and must be implemented and adhered to by the Permittee.

FINDINGS

Issuance of this Amendment will not increase the amount of take of the Covered Species compared to the Project as originally approved, nor will this Amendment increase other Project impacts on the Covered Species (i.e., "impacts of taking" as used in Fish and Game Code Section 2081, subd. (b)(2)).

Discussion: This Amendment makes two specific changes to the ITP as originally issued. The first change is to allow a year round work window, the second change is to extend the expiration date until July 6, 2018. The resulting impacts to the Covered Species, however, including the number of acres of habitat that will be lost and resulting impacts to the species as a result of the Project, will remain the same.

CDFW has determined that the changes described above will not increase the amount of take or the severity of other impacts of the taking on the Covered Species. Given the circumstances of this Project, CDFW believes that the changes to the Project or Conditions of the ITP described in this Amendment, will not increase impacts to the Covered Species.

Issuance of this Amendment does not affect CDFW's previous determination that issuance of the ITP meets and is otherwise consistent with the permitting criteria set forth in Fish and Game Code section 2081, subdivisions (b) and (c).

Discussion: CDFW determined in April 2016 that the Project, as approved, met the standards for issuance of an ITP under CESA. This determination included findings that, among other things, the impacts of the taking would be minimized and fully mitigated and that the Project would not jeopardize the continued existence of the Covered Species. Those findings are unchanged with respect to this Amendment because the Project and ITP as amended: (1) will have no effect on the amount or severity of Project impacts on the Covered Species, as discussed above, and (2) does not substantively alter the measures that will be undertaken to minimize and mitigate previously authorized impacts on the Covered Species Permittee's continued adherence to and implementation of the avoidance and minimization measures set forth in the ITP's Conditions of Approval and MMRP will minimize and fully mitigate impacts of the taking on the Covered Species.

None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 4, sections 15162 and 15163, exist as a result of this Amendment.

Discussion: CDFW issued the ITP in March, 2016 as a responsible agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) After, among other things, considering the Mitigated Negative Declaration (MND), (State Clearinghouse No. 2015022017), by the Sutter County Development Services Department as the lead agency for the Project. As explained in the findings below, CDFW finds for purposes of CESA that this Amendment is a minor change to the original ITP. CDFW finds for the same reasons under CEQA that approval of the Amendment will not result in and does not have the potential to create any new significant or substantially more severe environmental effects than previously analyzed and disclosed by Sutter County Development Services Department during its lead agency review of the Project, particularly with respect to the impacts authorized by CDFW pursuant to the ITP as amended. As a result, CDFW finds that no additional subsequent or supplemental environmental review is required by CEQA as part of CDFW's approval of this Amendment.

CDFW finds that this Amendment is a Minor Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).

Discussion: This Amendment modifies the timing of work allowed under the specified work window in the original ITP to year round work AND amends the expiration date of the original ITP to July 6, 2018. These changes to the ITP will not: (1) significantly increase the level of take or other Project impacts on Covered Species previously analyzed and authorized by the ITP, (2) affect Permittee's substantive mitigation obligations under the ITP, (3) require further environmental review under CEQA, or (4)

increase temporal impacts on the Covered Species. Therefore, this Amendment will not significantly modify the scope or nature of the permitted Project or activity, or the minimization, mitigation, or monitoring measures in the ITP. CDFW has determined that the change to the ITP constitutes a Minor Amendment as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(4).

The authorization provided by this Amendment is not valid until Permittee signs and dates the acknowledgement below, and returns one of the duplicate originals of this Amendment by registered first class mail to CDFW at:

Department of Fish and Wildlife
Habitat Conservation Planning Branch
Attention: CESA Permitting Program
1416 Ninth Street, Suite 1260
Sacramento, California 95814

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on

April 23, 2019


Kevin Thomas
Regional Manager
North Central Region

ACKNOWLEDGMENT

The undersigned: (1) warrants that he or she is acting as a duly authorized representative of the Permittee, (2) acknowledges receipt of the original ITP and this Amendment, and (3) agrees on behalf of the Permittee to comply with all terms and conditions of the ITP as amended.

By:



Date:

4-29-19

Printed Name:

NEAL HAY

Title:

DIRECTOR OF
DEVELOPMENT SERVICES.

Minor Amendment No. 1
Incidental Take Permit 2081-2015-016-02-01
SUTTER COUNTY
Pennington Road Bridge Replacement Project

August 3, 2018

Ms. Amy Kennedy
California Dept. of Fish and Wildlife
1701 Nimbus Road
Rancho Cordova, CA 95670

RE: Additional Mitigation Credit Purchase Approval Request for the Pennington Road Bridge Replacement Project (CDFW ITP No. 2081-2015-016-02; CDFW SAA No. 1600-2014-0213-R2)

Dear Ms. Kennedy,

Sutter County has purchased an additional 0.06 acres of giant garter snake (GGS) (*Thamnophis gigas*) mitigation credits from the Sutter Basin Conservation Bank to mitigate for unanticipated impacts resulting from the replacement of a bridge on Pennington Road over the Sutter Butte Irrigation Canal (canal) located in Sutter County, CA in accordance with amendments made to both the Section 1602 Streambed Alteration Agreement (SAA) as well as the Section 2081 Incidental Take Permit (ITP) issued by the CA Dept. of Fish and Wildlife (CDFW). No GGS were encountered during any phase of bridge construction.

At the time the project was permitted, the irrigation districts allowed the canal to run dry for portions of the year, during which bridge replacement was to occur. However, new water delivery requests/schedules led to the absence of a dry period in the canal. With no dry period, the project required dewatering during the low water flow period to facilitate installation of the bridge footings and associated structures. Additionally, the low water periods in the canal when dewatering was feasible, coincided with the GGS inactive season meaning high water levels pushed a broader range of work activities to occur during the inactive season. Therefore, after amendments to the project 1600 and 2081 and with permission from CDFW, it was deemed the purchase of additional compensatory mitigation credits would be sufficient to allow work to proceed during the inactive season when water levels were low. Upon reevaluation of the original 2081 agreement, the required mitigation from the draft agreement to final had increased by 0.02 acres, meaning the county had not initially purchased enough mitigation by 0.02 acres. The additional mitigation required to do work during the inactive season came to a total of 0.04 acres. When adding these two values, the total additional mitigation to be purchased to bring the project into compliance with all final requirements of the ITP and 1600 was 0.06 acres. Tables depicting the initial and final mitigation ratios as well as accounting for mitigation purchased to date can be found below.

To: Ms. Amy Kennedy
 RE: Pennington Rd. Bridge - Approval of Mitigation Purchase
 Page 2 of 2



FINAL ITP - Original Mitigation Ratios Required						Total Mitigation Required
Mitigation Requirements	Temporary Impacts			Permanent Impacts		
	impact (ac)	Restoration	(1:1)	impact (ac)	(3:1)	
Aquatic Impacts Total	0.006319	0.006319	0.006319	0.002459	0.007377	0.014
Upland Impacts Total	0.024100	0.024100	0.024100	0.033968	0.101904	0.126
Total Acreage/Mitigation (respectively)						0.14

2018 Revised ITP - Mitigation Ratios Required						Total Mitigation Required
2018 Impact Area	Temporary Impacts			Permanent Impacts		
	impact (ac)	Restoration	(1:1)	impact (ac)	(4:1)	
Aquatic Impacts Total	0.006319	0.006319	0.006319	0.002459	0.009836	0.016
Upland Impacts Total	0.024100	0.024100	0.024100	0.033968	0.135872	0.160
Total Acreage/Mitigation (respectively)						0.18

Original Mitigation Required	0.14
Total Revised Mitigation Required For Project	0.18
GGs Mitigation Purchased 3/22/2016 - Sutter Basin (\$6,050)	0.11
Wetland Credits* Purchased 3/22/2016 - Colusa Basin (\$1,250)	0.01
Credits deficient from original agreement	0.02
Additional credits needed for amendment	0.04
Additional credits purchased 7/16/2018 - Sutter Basin (\$3,300)	0.06
TOTAL MITIGATION PURCHASED FOR PROJECT TO DATE	0.18
*Per the signed agreement, recital C, "The Bank has received approval from the Resource Agencies to offer seasonal wetlands under the Clean Water Act for sale as compensation for the loss of waters of the U.S. and to offer giant garter snake credits for sale as compensation the giant garter snake (<i>Thamnophis gigas</i>) through the Colusa Basin Mitigation Bank Agreement (Bank Agreement).	

Attached, you will find an executed purchase agreement for your approval (see **Attachment A - Executed Agreement**). Please feel free to contact me with any questions at (530) 893-1600 ext. 236 or via email at cwallen@northstareng.com.

Sincerely,

Carol Wallen
 Senior Regulatory Biologist

Cc: Ms. Sarah Correa, Sales and Marketing Manager, Westervelt Ecological Services
 Mr. Neal Hay, P.E., Director, Sutter County Development Services
 Mr. Scott Riddle, Associate Civil Engineer, Sutter County Development Services

Encl: Attachment A - Executed Purchase Agreement



**SUTTER BASIN CONSERVATION BANK
AGREEMENT FOR SALE OF CONSERVATION CREDITS
ITP No. 2081-2015-016-02**

This Agreement is entered into this 16th day of July, 2016, by and between **WESTERVELT ECOLOGICAL SERVICES, LLC** (Bank Owner) and **SUTTER COUNTY** (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

A. The Bank Owner has developed the Sutter Basin Conservation Bank (Bank) located in Sutter County, California; and

B. The Bank was approved by the U. S. Fish and Wildlife Service on May 16th, 2008, and California Department of Fish and Wildlife on October 26th, 2011 (jointly referred to as "Agencies") and is currently in good standing with these agencies; and

C. The Bank has received approval from the Agencies to offer *giant garter snake* credits for sale as compensation for the loss of giant garter snake (*Thamnophis gigas*) through the *Sutter Basin Conservation Bank Agreement* (Bank Agreement); and

D. Project Applicant is seeking to implement the **Pennington Road Bridge Project** described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact giant garter snake, and seeks to compensate for the loss of giant garter snake habitat by purchasing Conservation Credits from Bank; and

E. Project Applicant has been authorized by the Incidental Take Permit No. **2081-2015-016-02** to purchase from the Bank **0.06 giant garter snake credits** upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and

F. Project Applicant desires to purchase from Bank and Bank Sponsor desires to sell to Project Applicant **0.06 giant garter snake credits** upon confirmation by the Bank Sponsor of availability/adequate balance of credits remaining for sale; and;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank **0.06 giant garter snake credits** for the purchase price of **\$3,300.00**. Upon receipt of purchase price, the Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and in marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.

2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

5. Project Applicant hereby commits to purchase the Credits and in association therewith shall tender payment for the Credits no later than 30 days from the date of this Agreement.

6. Upon purchase of the credits specified in paragraph G above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK:

WESTERVELT ECOLOGICAL SERVICES, LLC
SUTTER BASIN CONSERVATION BANK OWNER

By: _____

Date: _____

PROJECT APPLICANT:

SUTTER COUNTY
Neal Hay, Director of Development Services

By: _____

Date: _____

Sutter Basin Conservation Bank Credit Sales Agreement

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The Pennington Road Bridge Replacement Project will include the replacement of existing functionally obsolete two-lane bridge, Bridge No. 18C-0100 on Pennington Road that crosses the Sutter Butte Irrigation Canal. (ITP No. 2081-2015-016-02), Sutter County, California

.....

Exhibit "B"

BILL OF SALE

ITP No. 2081-2015-016-02

In consideration of **\$3,300**, receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC does hereby bargain, sell and transfer to SUTTER COUNTY (Project Applicant), **0.06 giant garter snake credits**, in the *Sutter Basin Conservation Bank* in Sutter County, California, developed, and approved by the U. S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

Westervelt Ecological Services, LLC (Bank Owner) represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

Westervelt Ecological Services, LLC (Bank Owner) covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: 7/16/2018

Westervelt Ecological Services, LLC
Sutter Basin Conservation Bank Owner

By: 

Exhibit "C"

Sutter Basin Conservation Bank
GIANT GARTER SNAKE CREDITS: PAYMENT RECEIPT

PARTICIPANT INFORMATION

Name: Sutter County
Address: 1130 Civic Center Blvd.
Yuba City, CA 95993
Telephone: (530) 822-7450
Contact: Scott Riddle

PROJECT INFORMATION

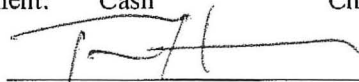
Project Description: Pennington Road Bridge Project
ITP No. 2081-2015-016-02
Species/Habitat Affected: Giant garter snake habitat
Credits to be Purchased: 0.06 giant garter snake credits
Payment Amount: \$3,300
Project Location: Sutter County
County/Address: Sutter County

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC
Payer: Sutter County
Amount: Three Thousand Three Hundred Dollars (\$3,300)

Method of payment: Cash Check No. 1-177623 Money Order No.

Received by:


(Signature)

Date:

7/16/2018

Name:

TRAVIS Hemmen

Title:

Vice President

COUNTY OF SUTTER
483 SECOND STREET
YUBA CITY, CA 95991
(530) 822-7127

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V007710	WESTERVELT ECOLOGICAL SERVICES LLC	06/27/18	1-177623

INVOICE NO.	DATE	DEPARTMENT	DESCRIPTION	NET AMOUNT
ITP208120150160	06/27/18	310045	ITP NO 2081-2015-016-02	3,300.00
TOTAL				*****3,300.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • PADLOCK ICON DISAPPEARS WITH HEAT • FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

TO THE TREASURER OF THE
COUNTY OF SUTTER
YUBA CITY, CALIFORNIA 95991

U.S. BANK OF CALIFORNIA
903 COLUSA AVE.
YUBA CITY, CA 95991

90-2267
1211

VENDOR ID	DATE	CHECK NO.	AMOUNT
V007710	06/27/18	1-177623	*****3,300.00

PAY THREE Thousand THREE Hundred Dollars and ZERO
Cents

VOID AFTER 6 MONTHS

TO THE ORDER OF WESTERVELT ECOLOGICAL SERVICES LLC
600 N MARKET BLVD
SUITE 3
SACRAMENTO, CA 95834



Nathan M. Black

NATHAN M. BLACK, CPA
COUNTY AUDITOR - CONTROLLER

RUB RED
IMAGE

DISAPPEAR
WITH HEAT

⑈1177623⑈ ⑆121122676⑆ 153401958795⑈

Attachment 1

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE MITIGATION MONITORING AND REPORTING PROGRAM (MMRP) CALIFORNIA ENDANGERED SPECIES ACT

**INCIDENTAL TAKE PERMIT NO. 2081-2015-016-02-A1
PERMITTEE: Sutter County Development Services Department
PROJECT: Pennington Road Bridge Replacement Project**

PURPOSE OF THE MMRP

The purpose of the MMRP is to ensure that the impact minimization and mitigation measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Project are properly implemented, and thereby to ensure compliance with section 2081(b) of the Fish and Game Code and section 21081.6 of the Public Resources Code. A table summarizing the mitigation measures required by CDFW is attached. This table is a tool for use in monitoring and reporting on implementation of mitigation measures, but the descriptions in the table do not supersede the mitigation measures set forth in the California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Mitigation measures must be implemented within the time periods indicated in the table that appears below. Permittee has the primary responsibility for monitoring compliance with all mitigation measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the ITP itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

CDFW may, at its sole discretion, verify compliance with any mitigation measure or independently assess the effectiveness of any mitigation measure.

TABLE OF MITIGATION MEASURES

The following items are identified for each mitigation measure: Mitigation Measure, Source, Implementation Schedule, Responsible Party, and Status/Date/Initials. The Mitigation Measure column summarizes the mitigation requirements of the ITP. The Source column identifies the ITP condition that sets forth the mitigation measure. The Implementation Schedule column shows the date or phase when each mitigation measure will be implemented. The Responsible Party column identifies the person or agency that is primarily responsible for implementing the mitigation measure. The Status/Date/Initials column shall be completed by the Permittee during preparation of each Status Report and the Final Mitigation Report, and must identify the implementation status of each mitigation measure, the date that status was determined, and the initials of the person determining the status.

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
BEFORE DISTURBING SOIL OR VEGETATION					
1	Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this ITP. Permittee shall notify CDFW in writing before starting Covered Activities of the Designated Representative's name, business address, and contact information, and shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this ITP.	ITP Condition # 6.1	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology and natural history of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities, and shall also obtain approval in advance in writing if the Designated Biologist must be changed. At minimum, one individual experienced with the biology and ecology of the Covered Species and with handling snakes is required as Designated Biologist.	ITP Condition # 6.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
3	Permittee shall conduct an education program for all persons employed or otherwise working in the Project Area before performing any work. The program shall consist of a presentation from a Designated Biologist that includes a discussion of the biology and general behavior of the Covered Species, information about the distribution and habitat needs of the Covered Species, sensitivity of the Covered Species to human activities, its status pursuant to CESA including legal protection, recovery efforts, penalties for violations and Project-specific protective measures described in this ITP. The program will emphasize the role that construction crews play in identifying and reporting any snake observations to the Designated Biologist. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided for any new workers before their performing work in the Project Area. Permittee shall prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. Upon completion of the program, employees shall sign a form stating they attended the program and understand all protection measures.	ITP Condition # 6.4	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
4	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in closed (animal proof) containers and removed regularly (at least once a week) to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition #6.6	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
5	Permittee shall implement dust control measures during Covered Activities to facilitate visibility for monitoring of the Covered Species by the Designated Biologist. Permittee shall keep the amount of water used to the minimum amount needed, and shall not allow water to form puddles or runoff from road or construction surfaces.	ITP Condition # 6.7	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
6	Before starting Covered Activities along each part of the route in active construction, Permittee shall clearly delineate the boundaries of the Project Area with fencing, stakes or flags. Permittee shall restrict all Covered Activities to within the fenced, staked or flagged areas. Permittee shall maintain all fencing, stakes and flags until the completion of Covered Activities in that area.	ITP Condition # 6.9	Before commencing ground- or vegetation-disturbing activities/ Entire Project	Permittee	
7	The Designated Representative shall notify CDFW fourteen (14) calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.	ITP Condition # 7.1	Before commencing ground- or vegetation-disturbing activities / Entire Project	Permittee	
8	No more than 24 hours prior to the commencement of construction activities, the Designated Biologist shall survey for the Covered Species within 200-feet of suitable aquatic habitat. The Designated Biologist will provide the CDFW with a written report that adequately documents the monitoring efforts within 24 hours of commencement of construction activities. The Project area shall be re-inspected by the Designated Biologist whenever a lapse in construction activity of two weeks or greater has occurred.	ITP Condition # 8.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	No more than five (5) days prior to the commencement of Covered Activities, the Permittee shall establish ESAs in the Project area to prevent encroachment of construction personnel and equipment into areas of Covered Species habitat that are outside of or adjacent to the Project footprint. All potential Covered Species habitat that can be reasonably avoided during construction activities shall be identified as ESAs. The Permittee shall install exclusionary fencing and orange construction barrier fencing along the portions of the Project area that are located within the Covered Species habitat. The exclusionary fencing will consist of 3-foot tall silt fencing buried 6-inches below ground level. All construction personnel shall avoid ESAs. The Permittee shall avoid ESAs when siting all staging areas, spoils disposal areas, borrow pits, and construction equipment access routes. The ESAs will be identified on all engineering plans or construction specifications. The Designated Biologist or Designated Representative shall inspect the fencing before the start of each work day and the Permittee shall maintain the fencing until the completion of the Project.	ITP Condition #8.4	Before commencing ground- or vegetation-disturbing activities	Permittee	
10	The Permittee shall ensure that dewatered habitat remains dry for at least fifteen (15) consecutive days after April 15th and prior to excavating or filling of dewatered habitat. The dewatered habitat shall remain dry until work in the dewatered habitat is complete.	ITP Condition #8.5	Before commencing ground- or vegetation-disturbing activities	Permittee	
11	Cost Estimates. CDFW has estimated the cost of avoidance, minimization and mitigation as follows described in Condition 9.3 totals \$53,166.00. The rationale behind the calculation is outlined in Attachment 5.	ITP Condition #9.1	Before commencing ground- or vegetation-disturbing activities	CDFW	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
12	<p>Within thirty (30) days of issuance of this ITP, the Permittee shall purchase 0.14 acres of Covered Species credits from a CDFW-approved conservation bank. Permittee shall provide the CDFW with proof of purchase in the form of a Credit Sales Agreement (see Attachment 3) or another form of proof of purchase approved in advance in writing by CDFW.</p> <p>For the purposes of this Amendment, the Permittee purchased an additional 0.04 acres of Covered Species credits from a CDFW-approved conservation bank. Permittee provided CDFW with proof of purchase in the form of a Credit Sales Agreement and Bill of Sale (Attachment 2 of ITP).</p>	ITP Condition #9.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
ENTIRE PROJECT					
13	To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species, or a species not covered by this ITP including any rare, special-status, or sensitive species. If there is a threat of harm to any sensitive species, or other aquatic wildlife, the biologist shall halt construction and notify CDFW. Consultation with CDFW is required before re-commencing work in that area.	ITP Condition #6.3	Entire Project	Permittee	
14	The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period which shall include a copy of this ITP with attachments and a list of signatures of all personnel who have successfully completed the education program. Permittee shall ensure a copy of the construction-monitoring notebook is available for review at the Project site upon request by CDFW.	ITP Condition # 6.5	Entire Project	Permittee	
15	Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as mono-filament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 6.8	Entire Project	Permittee	
16	Project-related personnel shall access the Project Area using existing routes and shall not cross Covered Species' habitat outside of or in-route to the Project Area. Permittee shall restrict Project-related vehicle traffic to established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed ten (10) miles per hour (mph) to avoid Covered Species on or traversing the construction access roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area, the Designated Representative shall contact CDFW for written approval before carrying out such an activity. CDFW may require an amendment to this ITP if additional take of Covered Species may result from Project modification.	ITP Condition # 6.10	Entire Project	Permittee	
17	Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, vehicles, and supplies and any other surface-disturbing activities to the Project Area using, to the extent possible, previously disturbed areas. Additionally, Permittee shall not use or cross Covered Species' habitat outside of the marked Project Area. During construction operations, stockpiling of construction materials, portable equipment, vehicles, and supplies will be restricted to the designated construction staging areas. Permittee will ensure contamination of habitat does not occur during such operations. All workers will be informed of the importance of preventing spills and appropriate measures to take should a spill occur.	ITP Condition # 6.11	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
18	Permittee shall immediately stop and following pertinent State and federal statutes and regulations arrange for repair and clean up by qualified individuals of any fuel or hazardous waste leaks or spills at the time of occurrence, or as soon as it is safe to do so. Permittee shall exclude the storage and handling of hazardous materials from the Project Area and shall properly contain and dispose of any unused or leftover hazardous products off-site.	ITP Condition # 6.12	Entire Project	Permittee	
19	Permittee shall provide CDFW staff with reasonable access to the Project, and shall otherwise fully cooperate with CDFW efforts to verify compliance with or effectiveness of mitigation measures set forth in this ITP.	ITP Condition # 6.13	Entire Project	Permittee	
20	The Designated Representative shall immediately notify CDFW in writing if it determines that the Permittee is not in compliance with any Condition of Approval of this ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in this ITP and/or the MMRP. The Designated Representative shall report any non-compliance with this ITP to CDFW within 24 hours.	ITP Condition # 7.2	Entire Project	Permittee	
21	The Designated Biologist shall be on-site daily when Covered Activities occur. The Designated Biologist shall be present throughout all phases of construction that may result in adverse effects to the Covered Species, including, but not limited to all earth work occurring within 200-feet of rice fields or other aquatic habitat. The Designated Biologist shall conduct compliance inspections to (1) minimize incidental take of the Covered Species; (2) check for compliance with all measures of this ITP; (3) check all exclusion zones; and (4) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring in the Project Area. The Designated Representative or Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP. The Designated Biologist shall conduct compliance inspections a minimum of once a week during periods of inactivity and after clearing, grubbing, and grading are completed.	ITP Condition # 7.3	Entire Project	Permittee	
22	The Designated Representative or Designated Biologist shall compile the observation and inspection records identified in Condition 7.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to CDFW's Regional Office at the office listed in the Notices section of this ITP and via e-mail to R2CESA@wildlife.ca.gov. CDFW may at any time increase the timing and number of compliance inspections and reports required under this provision depending upon the results of previous compliance inspections. If CDFW determines the reporting schedule must be changed, CDFW will notify Permittee in writing of the new reporting schedule.	ITP Condition # 7.4	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
23	Permittee shall provide CDFW with an Annual Status Report (ASR) no later than October 31 st of every year beginning with issuance of this ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Monthly Compliance Reports for that year identified in Condition 7.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; and (6) information about other Project impacts on the Covered Species.	ITP Condition # 7.5	Entire Project	Permittee	
24	The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) and the Designated Biologist shall include copies of the submitted forms with the next Monthly Compliance Report or ASR, whichever is submitted first relative to the observation.	ITP Condition #7.6	Entire Project	Permittee	
25	Permittee shall immediately notify the Designated Biologist if a Covered Species is killed or taken by a Project-related activity, or if a Covered Species is otherwise found dead or injured within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by calling the Regional Office at (916)358-2900. The initial notification to CDFW shall include information regarding the location, species, number of animals taken and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two (2) calendar days. The report shall include the date and time of the finding or incident, location of the animal or carcass, and if possible provide a photograph, explanation as to cause of take, and any other pertinent information.	ITP Condition #7.8	Entire Project	Permittee	
26	Construction activity within habitat shall be conducted year round according to measures 8.1.1 and 8.1.2 below.	ITP Condition #8.1	Entire Project	Permittee	
	Covered Activities not listed in 8.1.2, including demolition of the existing bridge, all excavation work and placement of the reinforced concrete slab shall be conducted between May 1st and October 1st.	ITP Condition #8.1.4	Entire Project	Permittee	
27	Work conducted between October 2nd and April 30th is limited to the installation of the new abutments and the placement of the rock slope protection. If additional work is conducted outside of the active season, the Permittee shall reinitiate consultation with CDFW and additional mitigation may be required.	ITP Condition #8.1.2	Entire Project	Permittee	
28	Confine movement of heavy equipment to existing roadways to minimize habitat disturbance. During construction operations, the number of access routes, number and size of staging areas, and the total area of the proposed project activity will be limited to the minimum necessary. Routes and boundaries will be clearly demarcated. Movement of heavy equipment to and from the project site will be restricted to established roadways to minimize habitat disturbance. All construction related vehicles shall be limited to a maximum speed of ten (10) miles per hour (mph) within construction areas, except on County roads and on State and federal highways to reduce potential direct impacts to the Covered Species. This is particularly important during periods when the snake may be sunning or moving on roadways.	ITP Condition #8.3	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
29	Uninjured snakes encountered during construction activities shall be allowed to move away from the area on their own volition. Capture and relocation of trapped or injured individuals shall be attempted only by the Designated Biologist and proper species identification must be made prior to any capture or handling. For each Covered Species encountered, the Designated Biologist shall submit a completed CNDDDB field survey form (or equivalent) to the CDFW no more than 30 days after completing the last field visit to the project site.	ITP Condition # 8.6	Entire Project	Permittee	
30	A maximum of 2 (two) encounters with a Covered Species are authorized under this ITP. Any captured, trapped, injured or killed individuals shall be considered encounters. Approximate Covered Species density was derived from population estimates on conserved lands within 10 miles of the Project Area. If additional Covered Species are encountered, the Designated Biologist must stop all work and re-initiate consultation with CDFW.	ITP Condition # 8.6.1	Entire Project	Permittee	
31	Prior to capturing a Covered Species a positive identification of the species must be made by the Designated Biologist. Construction workers shall receive training, as outlined in Measure 6.4, to recognize and respond to the presence of snakes in work areas. Because the Covered Species can be easily confused with other congeners, crews should be directed to assume that any snake encountered may be the Covered Species, until positively identified by the Designated Biologist.	ITP Condition # 8.6.2	Entire Project	Permittee	
32	Capture of a Covered Species can be done by hand or facilitated with a snake hook only by the Designated Biologist. The snake can be pinned down by placing a hand or snake hook directly behind its head and applying gentle pressure. The amount of pressure required will depend on the size of the snake but it should be sufficient to prevent it from moving its head without injury. Grasp the snake by the tail, handling firmly but with great care, as smaller individuals are easily damaged through bruising and fractured ribs. Pick the snake up gently mid-body and deposit it in the bottom of a snake bag. Support the body of a snake in addition to holding behind the head. A snake held without the body supported may thrash around sufficiently to cause itself severe injury. Following capture, tie the top of the sack/pillowcase with a cord. Wearing protective gloves during capture and handling is not recommended as this reduces dexterity and may result in injury.	ITP Condition # 8.6.3	Entire Project	Permittee	
33	During transport all equipment to be used for capture, handling and transportation shall be well maintained and must be checked before use. If a container other than a snake bag is used it should be inspected to that it has no sharp edges, protrusions, or rough surfaces that could cause injury during transport. Covered Species transported shall be protected from exposure to inclement weather, harsh environmental conditions, and major temperature fluctuations and extremes. Captured Covered Species shall be observed periodically to determine their state of well-being during transportation. Following use, all items used for transport must be cleaned thoroughly and disinfected, or discarded, as appropriate.	ITP Condition # 8.6.4	Entire Project	Permittee	
34	In the event that an injured, viable Covered Species is identified, individuals will be transported to a CDFW-approved wildlife rehabilitation or veterinary facility only by the Designated Biologist. A clean snake bag will be kept onsite to transport the injured animal.	ITP Condition # 8.6.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
35	Captured Covered Species shall be released as soon as practicable. While construction activities are ongoing Covered Species captured within the work area will not be released at the point of capture but will be released at a designate release site. The following conditions for release have been adapted from the U.S. Geological Survey National Wildlife Health Center guidance on the use and care of wildlife during field research. Field-captured animals shall be released only: (1) at sites that are approved by CDFW and in habitat suitable for species survival, (2) when the released animal can be reasonably expected to function normally within the population, (3) when local and seasonal conditions are conducive to survival, (4) when the ability to survive in nature has not been irreversibly impaired, and (5) when release is not likely to spread pathogens or contribute to disease processes in other ways.	ITP Condition # 8.6.6	Entire Project	Permittee	
36	When the captured Covered Species has been determined by the Designated Biologist to meet these criteria it shall be released at a designated location approved by CDFW.	ITP Condition # 8.6.7	Entire Project	Permittee	
37	Any dead Covered Species shall be salvaged and frozen as soon as possible. The carcass then will be provided to a designated depository.	ITP Condition # 8.6.8	Entire Project	Permittee	
38	At the end of each work day, Permittee shall place an escape ramp at each end of the open trench 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.	ITP Condition # 8.7	Entire Project	Permittee	
39	Permittee shall retain runoff from dust control, oil, and other chemicals used in construction activities at the construction site and prevent it from flowing into areas containing Covered Species habitat. Permittee shall retain the runoff in the construction areas by creating small earthen berms, installing silt fences or hay-bale dikes, or implementing other measures on the construction site to prevent runoff from entering Covered Species habitat.	ITP Condition #8.8	Entire Project	Permittee	
40	Best Management Practices (BMPs), including a Storm Water Pollution Prevention Plan (SWPPP) and Water Pollution Control Program (WPCP), will be implemented to minimize effects to the Covered Species during construction. BMPs will be implemented to prevent sedimentation from entering ESAs and to reduce erosion, dust, noise, and other deleterious aspects of construction related activities. These BMPs may include, but are not limited to, silt fencing, temporary berms, restrictions on cleaning equipment in or near ESAs, installation of vegetative strips, and temporary sediment disposal. Runoff from dust control and hazardous materials will be retained on the construction site and prevented from flowing into the ESAs and other purposes at the Project site to ensure that the Covered Species is not trapped or become entangled.	ITP Condition #8.9	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
41	Permittee shall install erosion control structures concurrently with construction. Permittee shall construct these structures so runoff is directed away from ESAs. Permittee shall use tightly woven fiber netting (mesh size less than 0.25 inch) or similar material for erosion control or other purposes at the Project site to ensure GGS and other reptiles or amphibians are not trapped by the erosion control material. Permittee shall communicate this limitation to the contractor through use of Special Provisions included in the bid solicitation package. Coconut coir matting is an acceptable erosion control material. Permittee shall not use plastic monofilament or wire mesh in the straw wattles or erosion control blankets. Only erosion control materials (blankets, rolls, mats, etc.) with natural coir fibers or other netting approved by the wildlife agencies shall be used. The edge of the material shall be buried in the ground to prevent GGS and other reptiles and amphibians from crawling underneath the material. Erosion control measures shall direct water flow into existing drainages or disperse water across vegetated areas in order to avoid concentrating water.	ITP Condition #8.10	Entire Project	Permittee	
42	To the extent feasible, the Permittee shall confine clearing of vegetation and scraping or digging of soil to the minimal area necessary to facilitate construction activities.	ITP Condition #8.11	Entire Project	Permittee	
43	Permittee shall remove all temporary flagging, fencing, and/or barriers from the Project site upon completion of Covered Activities.	ITP Condition #8.12	Entire Project	Permittee	
POST-CONSTRUCTION					
44	No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking of Covered Species; (7) recommendations on how mitigation measures might be changed to more effectively minimize take and mitigate the impacts of future projects on the Covered Species; and (8) any other pertinent information.	ITP Condition # 7.7	Post-construction and after completion of mitigation	Permittee	
45	Permittee shall restore on-site the 0.03 acres of Covered Species habitat that will be temporarily disturbed during construction to pre-project or better conditions. Upon completion of the project, the Permittee shall ensure that the Covered Species habitat is implemented by the contractor and successfully restored. Revegetation shall include only local plant materials native to the project area, unless otherwise approved by the CDFW in writing.	ITP Condition # 9.3	Post-construction and before restoration	Permittee	
46	Permittee shall restore all exposed/disturbed areas and access points within the work area, by seeding with a sterile or locally native grass mix, unless otherwise agreed upon with CDFW. Seed mix shall be pre-approved by CDFW. Revegetation shall be completed as soon as possible after construction activities in those areas cease. Seeding placed after October 15th shall be covered with broadcast straw, jute netting, coconut fiber blanket or similar erosion control blanket.	ITP Condition # 9.3.1	Post-construction and before restoration	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
47	Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: http://www.cal-ipc.org/paf/	ITP Condition # 9.3.2	Post-construction and before restoration	Permittee	
48	Permittee shall submit an annual monitoring report to the Department by October 31 st of each year for two (2) years after completion of the restoration. The report shall discuss the mitigation performance as it relates to the success criteria. The report shall include the success of natural revegetation establishment, survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced (if applicable), an overview of the revegetation effort, and the method used to assess these parameters shall also be included. Monitoring reports should include photographs from designated photo stations.	ITP Condition 9.3.3	Post-construction	Permittee	
49	If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for two (2) years after planting.	ITP Condition # 9.3.4	Post-construction	Permittee	
50	Assurance of funding (e.g. a security) for any activity required by Condition 9 that has not been completed before Covered Activities begin has been provided by the Permittee. CDFW may require the Permittee to provide additional mitigation and/or additional funding to ensure the impacts of the taking are minimized and fully mitigated, as required by law, if the Permittee does not meet the requirements in Condition 9 within the specified timeframe	ITP Condition # 10	Post-construction	CDFW	

Attachment 2
Proof of Purchase of Credit from Mitigation Bank

SUTTER BASIN CONSERVATION BANK
AGREEMENT FOR SALE OF CONSERVATION CREDITS
 ITP No. 2081-2015-016-02

This Agreement is entered into this 16th day of July, 2016, by and between WESTERVELT ECOLOGICAL SERVICES, LLC (Bank Owner) and SUTTER COUNTY (Project Applicant), jointly referred to as the "Parties," as follows:

RECITALS

- A. The Bank Owner has developed the Sutter Basin Conservation Bank (Bank) located in Sutter County, California; and
- B. The Bank was approved by the U. S. Fish and Wildlife Service on May 16th, 2008, and California Department of Fish and Wildlife on October 26th, 2011 (jointly referred to as "Agencies") and is currently in good standing with these agencies; and
- C. The Bank has received approval from the Agencies to offer *giant garter snake* credits for sale as compensation for the loss of giant garter snake (*Thamnophis gigas*) through the *Sutter Basin Conservation Bank Agreement* (Bank Agreement); and
- D. Project Applicant is seeking to implement the **Pennington Road Bridge Project** described on Exhibit "A" attached hereto (Project), which would unavoidably and adversely impact giant garter snake, and seeks to compensate for the loss of giant garter snake habitat by purchasing Conservation Credits from Bank; and
- E. Project Applicant has been authorized by the Incidental Take Permit No. **2081-2015-016-02** to purchase from the Bank **0.06 giant garter snake credits** upon confirmation by the Bank Owner of credit availability/adequate balance of credits remaining for sale; and
- F. Project Applicant desires to purchase from Bank and Bank Sponsor desires to sell to Project Applicant **0.06 giant garter snake credits** upon confirmation by the Bank Sponsor of availability/adequate balance of credits remaining for sale; and;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. Bank hereby sells to Project Applicant and Project Applicant hereby purchases from Bank **0.06 giant garter snake credits** for the purchase price of \$3,300.00. Upon receipt of purchase price, the Bank will then deliver to Project Applicant an executed Bill of Sale in the manner and form as attached hereto and marked Exhibit "B". The purchase price for said credits shall be paid by cashier's check or, at the option of Bank, wire transfer of funds according to written instructions by Bank to Project Applicant.
- 2. The sale and transfer herein is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.

Sutter Basin Conservation Bank Credit Sales Agreement

3. Project Applicant shall have no obligation whatsoever by reason of the purchase of the Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated or liable for the success or continued expense or maintenance in perpetuity of the credits sold, or the Bank. Pursuant to the Bank Agreement and any amendments thereto, Bank shall monitor and make reports to the appropriate agency or agencies on the status of any Credits sold to Project Applicant. Bank shall be fully and completely responsible for satisfying any and all conditions placed on the Bank or the Credits by all state or federal jurisdictional agencies.

4. The Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.

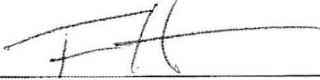
5. Project Applicant hereby commits to purchase the Credits and in association therewith shall tender payment for the Credits no later than 30 days from the date of this Agreement.

6. Upon purchase of the credits specified in paragraph G above, the Bank shall submit to the parties listed in the Notices section of the Bank Agreement / Bank Enabling Instrument, copies of the: a) Agreement for Sale of Conservation Credits; b) Bill of Sale; c) Payment Receipt; and d) an updated ledger. The updated inventory / ledger must detail: i) Project Applicant; ii) Project Name; iii) Status (sale complete/sale not complete); iv) Credit Sale Date; v) Service File Number; vi) U.S. Army Corps of Engineers File Number (if applicable); vii) Total Number of Credits Authorized to Sell; viii) Total Number of Credits Sold to Date (inclusive); and ix) Balance of all Credits Available. The inventory / ledger should include all sales data from bank opening/establishment to the present.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

BANK:

WESTERVELT ECOLOGICAL SERVICES, LLC
SUTTER BASIN CONSERVATION BANK OWNER

By:  Date: 7/16/2018

PROJECT APPLICANT:

SUTTER COUNTY
Neal Hay, Director of Development Services

By:  Date: 6-19-2018

Sutter Basin Conservation Bank Credit Sales Agreement

Exhibit "A"

**DESCRIPTION OF PROJECT
TO BE
MITIGATED**

The Pennington Road Bridge Replacement Project will include the replacement of existing functionally obsolete two-lane bridge, Bridge No. 18C-0100 on Pennington Road that crosses the Sutter Butte Irrigation Canal. (ITP No. 2081-2015-016-02), Sutter County, California

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Exhibit "B"

BILL OF SALE

ITP No. 2081-2015-016-02

In consideration of \$3,300, receipt of which is hereby acknowledged, WESTERVELT ECOLOGICAL SERVICES, LLC does hereby bargain, sell and transfer to SUTTER COUNTY (Project Applicant), 0.06 giant garter snake credits, in the *Sutter Basin Conservation Bank* in Sutter County, California, developed, and approved by the U. S. Fish and Wildlife Service and the California Department of Fish and Wildlife.

Westervelt Ecological Services, LLC (Bank Owner) represents and warrants that it has good title to the credits, has good right to sell the same, and that they are free and clear of all claims, liens, or encumbrances.

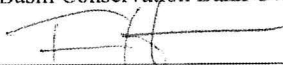
Westervelt Ecological Services, LLC (Bank Owner) covenants and agrees with the buyer to warrant and defend the sale of the credits hereinbefore described against all and every person and persons whomsoever lawfully claiming or to claim the same.

DATED: _____

7/16/2018

Westervelt Ecological Services, LLC
Sutter Basin Conservation Bank Owner

By: _____



Sutter Basin Conservation Bank Credit Sales Agreement

Exhibit "C"

**Sutter Basin Conservation Bank
GIANT GARTER SNAKE CREDITS: PAYMENT RECEIPT**

PARTICIPANT INFORMATION

Name: Sutter County
Address: 1130 Civic Center Blvd.
Yuba City, CA 95993
Telephone: (530) 822-7450
Contact: Scott Riddle

PROJECT INFORMATION

Project Description: Pennington Road Bridge Project
ITP No. 2081-2015-016-02
Species/Habitat Affected: Giant garter snake habitat
Credits to be Purchased: 0.06 giant garter snake credits
Payment Amount: \$3,300
Project Location: Sutter County
County/Address: Sutter County

PAYMENT INFORMATION

Payee: Westervelt Ecological Services, LLC
Payer: Sutter County
Amount: Three Thousand Three Hundred Dollars (\$3,300)
Method of payment: Cash Check No. 1-177623 Money Order No.
Received by: [Signature] Date: 7/16/2015
(Signature)
Name: TRAVIS Hemmen Title: Vice President

Sutter Basin Conservation Bank Credit Sales Agreement

5

COUNTY OF SUTTER
483 SECOND STREET
YUBA CITY, CA 95991
(530) 822-7127

VENDOR ID	VENDOR NAME	CHECK DATE	CHECK NO.
V007710	WESTERVELT ECOLOGICAL SERVICES LLC	06/27/18	1-177623

INVOICE NO.	DATE	DEPARTMENT	DESCRIPTION	NET AMOUNT
ITP208120150160	06/27/18	310045	ITP NO 2081-2015-016-02	3,300.00
TOTAL				*****3,300.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND • PADLOCK ICON DISAPPEARS WITH HEAT • FLUORESCENT FIBERS AND OTHER SECURITY FEATURES

TO THE TREASURER OF THE
COUNTY OF SUTTER
YUBA CITY, CALIFORNIA 95991

U.S. BANK OF CALIFORNIA
903 COLUSA AVE.
YUBA CITY, CA 95991

90-2267
1211

VENDOR ID	DATE	CHECK NO.	AMOUNT
V007710	06/27/18	1-177623	*****3,300.00

PAY THREE Thousand THREE Hundred Dollars and ZERO
Cents

VOID AFTER 6 MONTHS

TO THE ORDER OF WESTERVELT ECOLOGICAL SERVICES LLC
600 N MARKET BLVD
SUITE 3
SACRAMENTO, CA 95834



Nathan M. Black
NATHAN M. BLACK, CPA
COUNTY AUDITOR - CONTROLLER

FILED
JUL 2 2018

DO NOT WRITE
IN THESE SPACES

⑈1177623⑈ ⑆121122676⑆ 153401958795⑈

Minor Amendment No. 1
Incidental Take Permit 2081-2016-015-02-A1
SUTTER COUNTY
Pennington Road Bridge Replacement Project