



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
Invasive Species Program
P.O. Box 944209
Sacramento, CA 94244
www.wildlife.ca.gov/nutria

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



June 17, 2018

Dear Sir or Madam,

An established population of invasive nutria has been discovered in California's San Joaquin Valley. We are requesting your assistance in eradicating this destructive species.

Nutria are a large rodent from South America; they reach over 20 pounds in size, reproduce and spread rapidly, and are notorious for their extensive feeding damage to wetlands and agricultural crops and burrowing damage to banks, levees, and infrastructure. Nutria establishment in California threatens the State's water supply and conveyance systems, flood protection, wetland habitats and the species that depend on them, agricultural crops, and irrigation networks. Due to their detrimental impacts, nutria are listed as a restricted species by the California Department of Fish and Wildlife (CDFW) and an A-rated agricultural pest by the Department of Food and Agriculture. CDFW and its partner agencies have initiated eradication efforts to remove nutria from the State and prevent impacts to California's resources and private properties.

The full geographic extent of this infestation is not yet known and must be determined in order to completely eradicate the population. Nutria, which disperse up to 50 miles from their colonies, have been detected in watersheds adjacent to your property. Your property has been identified as containing or being adjacent to suitable habitat. Thus, CDFW is requesting your consideration and permission to access your property(ies), as identified in the attached Temporary Entry Permit (TEP), to conduct surveys for nutria, implement removal efforts where detected, and access adjacent navigable waterways, if applicable. Most often, survey and removal teams will consist of two biologists and their equipment as described in the TEP. Surveillance and data collection is restricted solely to the detection and removal of nutria. As the landowner or designated landowner representative, your approval and signature on the enclosed TEP is required before we can survey for nutria or trap and remove them.

We appreciate your cooperation and are prepared to accommodate any special conditions you wish to add to the terms of the access agreement. At your request, we will arrange to meet with you prior to initiating work on the property. If you grant permission, please sign both copies of the enclosed TEP. Keep one copy for your records and return one copy to us.

If you have any questions or concerns, please contact me by phone (916) 654-4267, or email Valerie.Cook-Fletcher@wildlife.ca.gov. Thank you for your cooperation and support.

Sincerely,

A handwritten signature in black ink that reads 'Valerie Cook Fletcher'.

Valerie Cook Fletcher
Invasive Species Program Supervisor
California Department of Fish and Wildlife

Conserving California's Wildlife Since 1870



TEMPORARY ENTRY PERMIT TO CONDUCT NUTRIA CONTROL ON PRIVATE LANDS

DOCUMENT NUMBER (CDFW use): _____

LANDOWNER INFORMATION (Please complete landowner contact and alternate contact information, if applicable)

	Landowner	Alternate Contact (Tenant, caretaker, etc.)
Name		
Organization		
Address		
City, State, Zip		
Primary Phone		
Cell Phone		
Email		

PROPERTY/PARCEL INFORMATION

Tax APN	County	Location (River, Stream, Premise Address, etc.)

TEMPORARY ENTRY PERMIT CONDITIONS

Permission is hereby given to the California Department of Fish and Wildlife (hereinafter “the State”), including its employees and volunteers, to enter, with all equipment deemed necessary by State, upon that real property described above (hereinafter “Property”), owned or leased by the undersigned (hereinafter “Owner”), subject to the following provisions:

1. This TEP shall limit the State to reasonable access to the Property for the purpose of accessing aquatic, wetland, or riparian habitats within or adjacent to the Property, to conduct the following activities:
 - a. Surveying for the presence of invasive nutria (*Myocastor coypus*) and where detected, trapping, removing, and/or dispatching nutria to the point of

eradication through all legal means of take agreed to by the Owner, as described in Paragraphs 1(b) and 8 below.

- b. Unless otherwise indicated by the Owner, the following methods will be used to trap nutria, remove nutria from the property, and/or dispatch nutria:
- Body-gripping traps (aquatic set)
 - Nutria scat detection dogs
 - Cage and suitcase traps
 - Shooting
 - Snares
 - Detection platforms
 - Game cameras

Note: The nutria eradication project does NOT use poisons or pesticides to control nutria populations.

- c. Surveying and trapping will be performed by one to six person crews walking, wading, and/or boating, and may include the use of nutria-scat-detection dogs.
- d. Data collected during these surveys is restricted to that which is necessary for detecting the presence of nutria and determining the population status of nutria.
2. The State shall act reasonably to avoid damage to persons or property, and shall repair or pay for reasonable damages proximately caused by its actions.
3. To the extent provided by law, including but not limited to the California Tort Claims Act (Government Code §810 *et seq.*), the State shall be liable for any injury to persons or property arising from any negligent acts or omissions of its employees, agents or representatives. This provision does not affect any potential State liability based on contract or the right of the Owner to obtain relief other than money or damages.
4. To the extent provided by law, including but not limited to the Government Code §14662.5, the State agrees to indemnify and hold harmless the Owner and agrees to repair or pay for any damage proximately caused by reason of the uses authorized by this right of entry agreement.
5. This TEP does not create an easement or right-of-way for the State over the Property, nor does this TEP affect any existing riparian or appropriated water rights of the Owner.

- 6. The term of this TEP shall commence on the date below. The TEP is valid for one year from the date of commencement and may be canceled by either party immediately upon receipt of a written notice of cancellation by the other party.
- 7. Upon request, the State will provide the Owner with data collected and/or reports written from data collected on the property.
- 8. **SPECIAL CONDITIONS** (Note any seasonal access restrictions, methods restrictions, communication requests, etc.)

ACCEPTED this _____ day of _____, 2018.

By: _____
 Owner or designated Owner representative

By: _____
 California Department of Fish and Wildlife

Submit signed access agreements or written notices of cancellation to:

California Department of Fish and Wildlife
 Attn: Nutria Eradication Project
 1234 E. Shaw Avenue
 Fresno, CA 93710
Reg4Assistant@wildlife.ca.gov
 Fax: 559-243-4022



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SUBMIT TO CDFW