



**California Department of Fish and Wildlife
Central Region
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710**

California Endangered Species Act
Incidental Take Permit No. 2081-2020-045-04

TUMEY GULCH BRIDGE REPLACEMENT (PROJECT)

Authority:

This California Endangered Species Act (CESA) incidental take permit (ITP) is issued by the California Department of Fish and Wildlife (CDFW) pursuant to Fish and Game Code section 2081, subdivisions (b) and (c), and California Code of Regulations, Title 14, section 783.0 et seq. CESA prohibits the take¹ of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.² CDFW may authorize the take of any such species by permit if the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c) are met. (See Cal. Code Regs., tit. 14, § 783.4).

Permittee:	California Department of Transportation (Caltrans)
Principal Officer:	Dena Gonzalez
Contact Person:	Alyssa Kemp, (559) 401-9648
Mailing Address:	855 M Street, Suite 200 Fresno, California 93721

Effective Date and Expiration Date of this ITP:

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 **December 31, 2024**.

Notwithstanding the expiration date on the take authorization provided by this ITP, Permittee's obligations pursuant to this ITP do not end until CDFW accepts as complete the Permittee's Final Mitigation Report required by Condition of Approval 7.11 of this ITP.

¹Pursuant to Fish and Game Code section 86, "'take' means hunt, pursue, catch, capture, or kill, or attempt to hunt, pursue, catch, capture, or kill." (See also *Environmental Protection Information Center v. California Department of Forestry and Fire Protection* (2008) 44 Cal.4th 459, 507 [for purposes of incidental take permitting under Fish and Game Code section 2081, subdivision (b), "'take' ... means to catch, capture or kill".])

²The definition of an endangered, threatened, and candidate species for purposes of CESA are found in Fish and Game Code sections 2062, 2067, and 2068, respectively.

Project Location:

The Tumey Gulch Bridge Replacement (Project) is located on Interstate 5 approximately 21.5 miles west of the City of San Joaquin in Fresno County. The Project is encompassed by West Dinuba Avenue 0.08 miles to the south and West Manning Avenue 0.38 miles to the north of the Project and construction will occur between from Post Mile (PM) 44.4 and PM 45.4 within Township 15 South, Range 13 East, Sections 28 and 29, United States Geologic Survey (USGS) of the Mt. Diablo Meridian.

Project Description:

The existing northbound and southbound bridges will be replaced, the existing metal beam guardrails upgraded, and the approach slabs replaced. The Project will also involve the installation of a temporary two-lane detour road over a culverted embankment.

The temporary culverted embankment will involve the placement of four 36-inch diameter culvert pipes backfilled with imported soils providing the foundation for an approximately 81.5-foot long, 42-foot-wide temporary detour followed by the creation of southbound detour transitions. The detour will include two 12-foot-wide lanes, 2-foot-wide shoulders and an additional 4 feet where temporary k-rails will be installed. Construction of the temporary culverted embankment will include the use of hot mix asphalt, traffic striping, temporary signing, and a hot mix asphalt dike along the east side of the detour to allow for stormwater drainage.

Following the construction of the culverted embankment, the existing northbound bridge will be demolished, removed, and replaced with a new single span bridge. The northbound bridge will conform to a new profile, construction of the bridge will involve temporary embankments on the median side with a slope of 1.5:1 or flatter, and the temporary culverts will be extended.

The median detour will be then converted to redirect southbound traffic and the existing southbound bridge will be demolished, the debris removed, and replaced with a new single span bridge. The southbound bridge will conform to a new profile, construction of the bridge will also involve temporary embankments on the median side with a slope of 1.5:1 or flatter, existing culverts will additionally be extended.

The final stage of construction activities will involve the removal of the temporary culverted embankment and its associated temporary culverts, and the stream will be restored to pre-project conditions. Final grading will be completed within the median, and the two new bridges will be paved.

Construction of the two new bridges will also involve raising the profile grade of the approach lanes by approximately three feet, compared to the existing grade. The new, raised profile will

extend approximately 800 feet south of the new bridges, and approximately 1,600 feet north of the new bridges.

Covered Species Subject to Take Authorization Provided by this ITP:

This ITP covers the following species:

Name	CESA Status
1. Giant kangaroo rat (<i>Dipodomys ingens</i>) (GKR)	Endangered ³

This species and only this species is the “Covered Species” for the purposes of this ITP.

Impacts of the Taking on Covered Species:

Project activities and their resulting impacts are expected to result in the incidental take of individuals of the Covered Species. The activities described above expected to result in incidental take of individuals of the Covered Species include collapsing burrows, vegetation clearing and grubbing, grading, installation and removal of Environmentally Sensitive Area (ESA) designation fences; installation of erosion control materials including fiber rolls, silt fence, hydro-seeding, and other blown fiber soil stabilizing products; extension of drainage facilities, excavation, fill, compaction, heavy equipment operations, road and shoulder construction and paving, and development and use of equipment staging and storage areas within the Project Impact Area (Covered Activities).

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as burrow collapse resulting in crushing or suffocation of underground individuals from site preparation, excavation, and debris removal; crushing by equipment in the Project area; and vehicle strikes on access roads due to Project related traffic. Covered Activities may also result in incidental take of Covered Species individuals in the form of pursue, catch, capture, or attempt to do so from entrapment in holes or trenches or intentional excavation of burrow systems to move the Covered Species out of harm's way.

The Project is expected to cause the **permanent** loss of 8.83 acres of habitat for the Covered Species, and **temporary** impacts to approximately 16.91 acres. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses and the Project’s incremental contribution to cumulative impacts (indirect impacts). These indirect impacts include: stress resulting from capture and relocation, noise and vibrations from construction activities, and long-term effects due to increased pollution, increased competition for food and space, and increased vulnerability to predation.

³See Cal. Code Regs. tit. 14 § 670.5, subd. (a)(6)(C).

Incidental Take Authorization of Covered Species:

This ITP authorizes incidental take of the Covered Species and only the Covered Species. With respect to incidental take of the Covered Species, CDFW authorizes the Permittee, its employees, contractors, and agents to take Covered Species incidentally in carrying out the Covered Activities, subject to the limitations described in this section and the Conditions of Approval identified below. This ITP does not authorize take of Covered Species from activities outside the scope of the Covered Activities, take of Covered Species outside of the Project Area, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species except for capture and relocation of Covered Species as authorized by this ITP.

Conditions of Approval:

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for ingress and egress, staging and parking, and noise- and vibration generating activities that may cause take. CDFW's issuance of this ITP and Permittee's authorization to take the Covered Species are subject to Permittee's compliance with and implementation of the following Conditions of Approval:

1. **Legal Compliance:** Permittee shall comply with all applicable federal, state, and local laws in existence on the effective date of this ITP or adopted thereafter.
2. **CEQA Compliance:** Permittee shall implement and adhere to the mitigation measures related to the Covered Species in the Biological Resources section of the Addendum/Mitigated Negative Declaration and Initial Study (SCH No.: 2018051001) adopted by the California Department of Transportation on July 31, 2018, and addended the California Department of Transportation on December 10, 2020, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
3. **LSA Agreement Compliance:** Permittee shall implement and adhere to the mitigation measures and conditions related to the Covered Species in the Lake and Streambed Alteration Agreement (LSAA) (Notification No. 1600-2019-0172-R4) for the Project executed by CDFW pursuant to Fish and Game Code section 1600 et seq.
4. **ESA Compliance:** Permittee shall implement and adhere to the terms and conditions related to the Covered Species in Biological Opinion issued on December 1, 2020, for the Tumey Gulch III Bridge Replacement Project (08ESMF00-2017-F-3344-R001) for the Project pursuant to the Federal Endangered Species Act (ESA). For purposes of this ITP, where the terms and conditions for the Covered Species in the federal authorization are less protective of the Covered Species or otherwise conflict with this ITP, the conditions of approval set forth in this ITP shall control.

5. ITP Time Frame Compliance: Permittee shall fully implement and adhere to the conditions of this ITP within the time frames set forth below and as set forth in the Mitigation Monitoring and Reporting Program (MMRP), which is included as Attachment 1 to this ITP.

6. General Provisions:

6.1. Designated Representative. 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.

6.2. Designated Biologist. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of proposed Designated Biologist before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting and handling 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. The Designated Biologist(s) may be assisted by approved biologists identified as Biological Monitors that have Covered Species experience but do not meet the qualifications to be a Designated Biologist. Biological Monitors and their activities shall be approved in writing by CDFW.

6.2.1. Designated Small Mammal Trapper. Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of each proposed Designated Small Mammal Trapper before starting Covered Activities. Permittee shall ensure that each Designated Small Mammal Trapper is knowledgeable and experienced in the biology, natural history, collecting, and handling of the Covered Species. The Designated Small Mammal Trapper may be responsible for conducting all activities specific to GKR including any handling or other actions necessary if individuals of Covered Species are found in the Project Area, with the exception of measures that pertain to burrow excavation. Only a

Designated Biologist approved by CDFW for GKR may lead burrow excavation activities for these species. The Designated Small Mammal Trapper may be responsible for supervising the Biological Monitors during trapping or handling activities.

- 6.3.** Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with this ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.
- 6.4.** Education Program. 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 the 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. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform 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. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.
- 6.5.** Construction Monitoring Notebook. 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.
- 6.6.** Trash Abatement. 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 animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.

- 6.7. Dust Control.** 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.
- 6.8. Erosion Control Materials.** Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.
- 6.9. Delineation of Property Boundaries.** Before starting Covered Activities, 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.
- 6.10. Project Access.** Project-related personnel shall access the Project Area using existing routes and shall not cross Covered Species' habitat outside of or en 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 20 miles per hour (mph) during daylight hours and a maximum 10 mph speed limit during nighttime hours in the Project Area. 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, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.
- 6.11. Staging Areas.** Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, 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 unless provided for as described in Condition of Approval 6.9 of this ITP.
- 6.12. Hazardous Waste.** Permittee shall immediately stop and, pursuant to 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.

- 6.13. CDFW Access. 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.
- 6.14. Refuse Removal. Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all excess fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.

7. Monitoring, Notification and Reporting Provisions:

- 7.1. Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities.
- 7.2. Notification of Non-compliance. 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.
- 7.3. Small Mammal Trapping and Relocation Plan. Permittee shall submit a Small Mammal Trapping and Relocation Plan (Trapping and Relocation Plan) for GKR to CDFW at least 14 days prior to the beginning of Covered Activities. Relocation activities shall not proceed until the Trapping and Relocation Plan has been approved in writing by CDFW's Regional Representative. The Trapping and Relocation Plan shall include, but not be limited to, trapping methodology; timing, description of the burrow excavation methods; release location(s); release methods (i.e., soft release, hard release, or some other method); and identification of a wildlife rehabilitation center or veterinary facility for injured animals. Only the Designated Biologist and/or the Designated Small Mammal Trapper is authorized to capture, handle, and relocate GKR. Once the Trapping and Relocation Plan is approved by CDFW, it may be used for all GKR relocation activities for the duration of this ITP. Any proposed changes to the CDFW-approved Trapping and Relocation Plan shall be submitted in writing to

CDFW and approved by CDFW in writing prior to implementation of any proposed Trapping and Relocation Plan modifications.

- 7.4. Covered Species Exclusion Fence Plan.** Permittee shall submit a Covered Species Exclusion Fence Plan to CDFW for approval at least 14 days prior to initiating Covered Activities. The Covered Species Exclusion Fence Plan shall include, but not be limited to, a description of the fencing design, material, installation method, removal method, maintenance, timing, location of gaps, etc. The Exclusion Fence Plan shall include a proposal to extend at least 50 feet past the ends of the Project Area and taper back away from the roadway or terminate with a turn-around. The plan shall indicate that the Designated Biologist will supervise all fence installation methods (e.g., fence-line grubbing, trenching, construction, etc.) to minimize potential impacts to GKR.
- 7.5. Record of Covered Species Relocation Efforts.** The Designated Biologist shall maintain a record of all Covered Species handled during relocation efforts. This record shall include for each animal: ambient temperature when handled and released; the location via GPS coordinates and/or map; time of capture and release; approximate age (adult/juvenile); sex; weight; and general health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, ectoparasites, and injuries. A Relocation Summary shall be prepared by the Designated Biologist and included in the Quarterly Compliance Report.
- 7.6. Compliance Monitoring.** The Designated Biologist(s) shall be at the Project Area daily and during all Covered Activities until all of the following activities are complete: Pre-construction Surveys (as required in accordance with Condition of Approval 8.1); GKR trapping (as required in accordance with Condition of Approval 8.3); GKR burrow excavation (as required in accordance with Condition of Approval 8.4); Covered Species exclusion fence installation (Condition of Approval 8.5); and initial ground disturbance. The Designated Biologist shall conduct these daily compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of this ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring at the Project Area. After the implementation of Conditions of Approval 8.1 through 8.5 and all initial ground disturbance has been completed, the Designated Biologist(s) shall be at the Project Area at least once weekly to conduct these compliance inspections. The Designated Representative or Designated Biologist(s) shall prepare daily/weekly written observations 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.

- 7.7. Covered Species Observations.** During all Covered Activities, all workers shall inform the Designated Biologist(s) if an individual of the Covered Species is seen within or near the Project Area. All work in the vicinity of the Covered Species, which could injure or kill the animal, shall cease until the Covered Species moves from the Project Area of its own volition, or is moved by the Designated Biologist(s).
- 7.8. Quarterly Compliance Report.** The Designated Representative or Designated Biologist shall compile the Compliance Monitoring records into a Quarterly 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. Quarterly Compliance Reports shall be submitted to CDFW's offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative, Regional Office and Headquarters CESA Program no later than the 5th day of the month it is due. At the time of this ITP's approval, the CDFW Regional Representative is Javier Mendez (javier.mendez@wildlife.ca.gov), the regional office email is R4CESA@wildlife.ca.gov and the headquarters CESA Program email is CESA@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.
- 7.9. Annual Status Report.** Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 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 Quarterly Compliance Reports for that year identified in Condition of Approval 7.8; (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; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a

total since ITP issuance; and (7) information about other Project impacts on the Covered Species.

- 7.10. CNDDDB Observations.** The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation 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.
- 7.11. Final Mitigation Report.** 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 Quarterly 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 on 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.
- 7.12. Notification of Take or Injury.** Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured 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 emailing the Regional Office at R4CESA@wildlife.ca.gov. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two 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 or injury, and any other pertinent information.
- 8. Take Minimization Measures:** The following requirements are intended to ensure the minimization of incidental take of Covered Species in the Project Area during Covered Activities. Permittee shall implement and adhere to the following conditions to minimize take of Covered Species:

- 8.1. Pre-Construction Survey.** Prior to any ground disturbance within the Project Area, the Designated Biologist(s) shall examine the portions of the Project Area to be disturbed and 50 feet beyond the limits of the Project Area to identify all potential burrows used by Covered Species. Permittee shall provide the Pre-Construction Survey results in a written report to CDFW's Regional Representative at least seven (7) days prior to the beginning of Covered Activities. The Pre-Construction Survey report shall include, but not be limited to, methodology, date and time of survey, and a discussion and map of the locations of each potential GKR burrow.
- 8.2. Small Mammal Burrow Avoidance.** The Designated Biologist or Designated Small Mammal Trapper shall flag all potential small mammal burrows within any portion of the Project Area, or its 50-foot buffer zone to alert biological and work crews to their presence. Permittee shall maintain an avoidance buffer of 50 feet or greater around small mammal burrows regardless of whether the burrow is in the Project Area or the associated buffer zone unless otherwise approved by CDFW in writing (email is sufficient).
- 8.3. Small Mammal Trapping and Relocation.** All potential GKR burrows at and within 50 feet of the Project Area that cannot be avoided shall be live trapped by the Designated Biologist(s) or Designated Small Mammal Trapper(s) prior to the initiation of ground-disturbing Covered Activities to minimize direct mortality. The trapping shall occur consistent with the CDFW-approved Trapping and Relocation Plan required in Condition of Approval 7.3. Any captured GKR shall be relocated to a CDFW approved release site identified in the Trapping and Relocation Plan. The Designated Biologist(s) shall submit a report of the trapping/relocation effort to CDFW at least five business days prior to commencement of Covered Activities.
- 8.4. Small Mammal Burrow Excavation.** Following live trapping activities, the Designated Biologist shall perform or oversee the excavation by hand of any small mammal burrows that cannot be avoided by a 50-foot no-disturbance buffer, and that have the potential to be occupied by GKR. The Designated Biologist shall ensure that any GKR encountered in the excavated burrows are captured and relocated in accordance with the approved Trapping and Relocation Plan (described in Condition of Approval 7.3). Dormant or torpid GKR encountered shall also be relocated to an artificial burrow installed at a CDFW-approved release site identified in the Trapping and Relocation Plan.
- 8.5. Covered Species Exclusion Fence Installation.** The Designated Biologist shall perform or oversee installation of the Covered Species exclusion fence. The fence shall be installed in accordance with the CDFW-approved Covered Species

Exclusion Fence Plan (described in Condition of Approval 7.4). This fence may also serve as the Project Area Boundaries as required under Condition of Approval 6.9. The exclusion fence shall be installed to prevent movement of the Covered Species into the Project Area once ground- or vegetation-disturbing activities commence. Permittee shall place exclusion fence at the edge of the temporary impact area, and because the exclusion fence cannot cross the roadway, the fencing shall be extended at least 50 feet past the ends of the Project Area and tapered back away from the roadway to the extent possible. The Designated Biologist shall supervise all fence installation methods (e.g., fence-line grubbing, trenching, construction, etc.) to minimize potential impacts to the Covered Species. The exclusion fence shall be supported sufficiently to maintain its integrity under all conditions, such as wind and heavy rain, for the duration of the active construction period. Exclusion fence may be keyed six to eight inches into the ground or alternatively a minimum of 12 inches of fence laid outward and flat on the ground securely fastened near the fence base and along the entire fence edge may be used to deter the Covered Species in the adjacent areas from digging under and entering the Project Area. The exclusion fence shall be constructed of tightly woven material that prevents climbing and entrapment of any species.

- 8.6. Daily Entrapment Inspections.** The Designated Biologist(s) or Biological Monitor(s) shall inspect all open holes, sumps, and trenches at the Project Area at the beginning and end of each day for trapped animals. All trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope and that are up to six feet deep shall be covered when workers or equipment are not actively working in the excavation, which includes cessation of work overnight, or shall have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope. All trenches, holes, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope and greater than six feet deep shall be covered when workers or equipment are not actively working in the excavation and at the end of each work day. To prevent inadvertent entrapment of the Covered Species, the Designated Biologist(s) or Biological Monitor(s) shall oversee the covering of all excavated, trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (such as hardware cloth) at the close of each working day such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground and secured with soil staples or similar means to prevent gaps. Each morning, end of each day (including weekends and any other non-work days), and immediately before trenches,

holes, sumps, or other excavations are back-filled, the Designated Biologist(s) or Biological Monitor(s) shall thoroughly inspect them for Covered Species. Trenches, holes, sumps, or other excavations that are covered long-term shall be inspected at the beginning of each working day to ensure inadvertent entrapment has not occurred. If any worker discovers that Covered Species have become trapped, Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow the Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or the Designated Biologist(s) shall capture and relocate individual GKR as per the Trapping and Relocation Plan described in Condition of Approval 7.3.

- 8.7. Materials Inspection.** Workers shall thoroughly inspect for individuals of the Covered Species in all construction pipe, culverts, or similar structures that are stored for one or more overnight periods before the structure is subsequently moved, buried, or capped. If, during inspection, an individual of the Covered Species is discovered inside the structure, workers shall notify the Designated Biologist and allow the Covered Species to safely escape the structure before moving and utilizing the structure.
- 8.8. Equipment Inspection.** Workers shall thoroughly inspect for individuals of the Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall wait for the Covered Species to move unimpeded to a safe location or the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Area in compliance with Condition of Approval 8.3 and the approved Trapping and Relocation Plan (Condition of Approval 7.3).
- 8.9. Pesticides.** Use of herbicides and rodenticides are prohibited in the Project Area, unless approved in advance in writing by CDFW. If written approval is obtained, the Permittee shall observe all label and other restrictions mandated by the United States Environmental Protection Agency, California Department of Pesticide Regulations and other appropriate State and Federal regulations, as well as additional Project-related restrictions deemed necessary by CDFW to prevent primary or secondary poisoning of Covered Species.
- 8.10. Covered Species Injury.** If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW-approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The

Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 8.11. Notification shall include the name of the facility where the animal was taken.

- 8.11. Record of Handling.** The Designated Biologist shall maintain a record of all Covered Species handled, and all documented observations of individuals of the Covered Species. This information shall include for each animal; (1) the locations (Global Positioning System (GPS) coordinates and maps) and time of capture and/or observation as well as release; (2) sex; (3) approximate age (adult/juvenile); (4) weight; (5) general condition and health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, ectoparasites, and injuries; and (6) ambient temperature when handled and released. The Designated Biologist shall prepare a Relocation Summary and include it in the Quarterly Report described in Condition 7.8 of this ITP. The Relocation Summary in the Final Mitigation Report shall include cumulative results, analysis of data collected, and conclusions.
- 8.12. Habitat Restoration Plan.** All temporarily impacted habitat will be restored to pre-Project conditions. Restoration will be assisted by re-seeding and/or replanting the temporarily impacted area(s). Re-seeding and/or replanting will be completed by November 15th of the year that the Covered Activities are completed and the temporarily impacted area(s) cannot remain disturbed for more than one (1) calendar year without undergoing restoration efforts. A Habitat Restoration Plan will include a seed mix and/or planting mix, methods to seed and/or plant, proposed success criteria, and a contingency plan if restoration efforts perform unsuccessfully. The Habitat Restoration Plan will be provided to CDFW for review and written approval prior to implementation of the Habitat Restoration Plan.

9. Habitat Management Land Acquisition:

CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat at and near the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall either: purchase Covered Species credits from a CDFW-approved mitigation or conservation bank with a service area that encompasses the Project Area (Condition of Approval 9.2, below) **OR** shall provide for the permanent protection and perpetual management of 32.3 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 below. The Covered Species credit purchase **OR** permanent protection and funding for perpetual management of Covered Species habitat must be complete before starting Covered Activities, **OR** within 18 months of the effective date of this ITP if Security is provided pursuant to Condition of Approval 10, below.

9.1. Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:

9.1.1. Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$2,378.17/acre for 32.3 acres: **\$76,814.89**. Land acquisition costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;

9.1.2. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at **\$61,967.20**;

9.1.3. Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at **\$23,168.90**;

9.1.4. Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$14,614.52/acre for 32.3 acres: **\$472,049.03**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

9.1.5. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 9.5, estimated at **\$12,000.00**.

9.2. Covered Species Credits. Permittee shall purchase 32.3 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank with a service area that encompasses the Project Area and provide proof of credit

purchase to CDFW prior to commencement of Covered Activities, unless Security is provided;

OR:

9.3. Habitat Acquisition and Protection. Permittee shall provide for the acquisition and perpetual protection and management of Covered Species HM lands prior to commencement of Covered Activities, unless Security is provided:

9.3.1. Fee Title/Conservation Easement. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e);

9.3.2. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least one month before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (see Attachment 2A) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on the Covered Species;

9.3.3. HM Lands Documentation. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2B). All documents conveying the HM lands and all conditions

of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services;

- 9.3.4. Land Manager. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified.
- 9.3.5. Start-up Activities. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see <https://www.wildlife.ca.gov/Conservation/Planning/Banking/Templates>) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage;
- 9.3.6. Interim Management (Initial and Capital). Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager

annually in advance, or (3) establish a short-term enhancement account with CDFW or a CDFW-approved entity for payment to the land manager.

- 9.4. Endowment Fund.** If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 9.3, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in this ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 9.3.5. Endowment as used in this ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with this ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.

- 9.4.1. Identify an Endowment Manager.** The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed

Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4).

9.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager.

9.4.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees.

9.4.2.2. Endowment Buffers/Assumptions. Permittee shall include in the PAR assumptions for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:

9.4.2.2.1. 10 Percent Contingency. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events.

9.4.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.

9.4.2.2.3. Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year

of anticipated need or upon request to Endowment Manager and CDFW.

9.4.3. Transfer Long-term Endowment Funds. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

9.5. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

10. Performance Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

10.1. Security Amount. The Security shall be in the amount of **\$646,000.03**. This amount is based on the cost estimates identified in Condition of Approval 9.1 above.

10.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.

10.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin.

10.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.

10.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see

Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.

10.6. Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of this ITP.

10.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has received a bill of sale confirming the purchase of 32.3 Covered Species credits, as required in Condition of Approval 9.2, above OR after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by:

- Written documentation of the acquisition of the HM lands;
- Copies of all executed and recorded conservation easements;
- Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and
- Timely submission of all required reports.

Even if Security is provided, the Permittee must complete the Covered Species credit purchase OR the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of this ITP. CDFW may require the Permittee to provide additional Covered Species credits OR HM lands 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 complete these requirements within the specified timeframe.

Amendment:

This ITP may be amended as provided by California Code of Regulations, Title 14, section 783.6, subdivision (c), and other applicable law. This ITP may be amended without the concurrence of the Permittee as required by law, including if CDFW determines that continued implementation of the Project as authorized under this ITP would jeopardize the continued existence of the Covered Species or where Project changes or changed biological conditions necessitate an ITP amendment to ensure that all Project-related impacts of the taking to the Covered Species are minimized and fully mitigated.

Stop-Work Order:

CDFW may issue Permittee a written stop-work order requiring Permittee to suspend any Covered Activity for an initial period of up to 25 days to prevent or remedy a violation of this ITP, including but not limited to the failure to comply with reporting or monitoring obligations,

or to prevent the unauthorized take of any CESA endangered, threatened, or candidate species. Permittee shall stop work immediately as directed by CDFW upon receipt of any such stop-work order. Upon written notice to Permittee, CDFW may extend any stop-work order issued to Permittee for a period not to exceed 25 additional days. Suspension and revocation of this ITP shall be governed by California Code of Regulations, Title 14, section 783.7, and any other applicable law. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred in complying with stop-work orders.

Compliance with Other Laws:

This ITP sets forth CDFW's requirements for the Permittee to implement the Project pursuant to CESA. This ITP does not necessarily create an entitlement to proceed with the Project. Permittee is responsible for complying with all other applicable federal, state, and local law.

Notices:

The Permittee shall deliver a fully executed duplicate original ITP by registered first class mail or overnight delivery to the following address:

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

Alternatively, the Permittee shall email the digitally signed ITP to CESA@wildlife.ca.gov. Digital signatures shall comply with Government Code section 16.5.

Written notices, reports and other communications relating to this ITP shall be delivered to CDFW by email or registered first class mail at the following address, or at addresses CDFW may subsequently provide the Permittee. Notices, reports, and other communications shall reference the Project name, Permittee, and ITP Number (2081-2020-045-04) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Julie A. Vance, Regional Manager
California Department of Fish and Wildlife
Region 4 - Central
1234 East Shaw Avenue
Fresno, California 93710
Phone: (559) 243-4005
R4CESA@wildlife.ca.gov

Incidental Take Permit
No. 2081-2020-045-04
CALIFORNIA DEPARTMENT OF TRANSPORTATION
TUMEY GULCH BRIDGE REPLACEMENT

and a copy to:

Habitat Conservation Planning Branch
California Department of Fish and Wildlife
Attention: CESA Permitting Program
Post Office Box 944209
Sacramento, California 94244-2090
CESA@wildlife.ca.gov

Unless Permittee is notified otherwise, CDFW's Regional Representative for purposes of addressing issues that arise during implementation of this ITP is:

Javier Mendez
California Department of Fish and Wildlife
Region 4 - Central
1234 East Shaw Avenue
Fresno, California 93710
javier.mendez@wildlife.ca.gov

Compliance with CEQA:

CDFW's issuance of this ITP is subject to CEQA. CDFW is a responsible agency pursuant to CEQA with respect to this ITP because of prior environmental review of the Project by the lead agency, California Department of Transportation. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the Addendum/Mitigated Negative Declaration (SCH No.: 2018051001) adopted by the California Department of Transportation on July 31, 2018, and addended by the California Department of Transportation on December 10, 2020, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.). At the time the lead agency adopted the Mitigated Negative Declaration, approving the Project, it also adopted various mitigation measures for the Covered Species as conditions of Project approval.

This ITP, along with CDFW's related CEQA findings, which are available as a separate document, provide evidence of CDFW's consideration of the lead agency's Addendum/Mitigated Negative Declaration for the Project and the environmental effects related to issuance of this ITP (CEQA Guidelines, § 15096, subd. (f)). CDFW finds that issuance of this ITP will not result in any previously undisclosed potentially significant effects on the environment or a substantial increase in the severity of any potentially significant environmental effects previously disclosed by the lead agency. Furthermore, to the extent the potential for such effects exists, CDFW finds adherence to and implementation of the

Conditions of Project Approval adopted by the lead agency, and that adherence to and implementation of the Conditions of Approval imposed by CDFW through the issuance of this ITP, will avoid or reduce to below a level of significance any such potential effects. CDFW consequently finds that issuance of this ITP will not result in any significant, adverse impacts on the environment.

Findings Pursuant to CESA:

These findings are intended to document CDFW's compliance with the specific findings requirements set forth in CESA and related regulations. (Fish & G. Code § 2081, subs. (b)-(c); Cal. Code Regs., tit. 14, §§ 783.4, subds, (a)-(b), 783.5, subd. (c)(2).)

CDFW finds based on substantial evidence in the ITP application, the Addendum/Mitigated Negative Declaration, the Natural Environmental Study, the notification for LSA 1600-2019-0172-R4, the Biological Assessment, the Biological Opinion and the Reinitiation of Formal Consultation, the results of site visits and consultations, and the administrative record of proceedings, that issuance of this ITP complies and is consistent with the criteria governing the issuance of ITPs pursuant to CESA:

- (1) Take of Covered Species as defined in this ITP will be incidental to the otherwise lawful activities covered under this ITP;
- (2) Impacts of the taking on Covered Species will be minimized and fully mitigated through the implementation of measures required by this ITP and as described in the MMRP. Measures include: (1) permanent habitat protection; (2) establishment of avoidance zones; (3) worker education; and (4) Quarterly Compliance Reports. CDFW evaluated factors including an assessment of the importance of the habitat in the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the extent of take which could occur over the term of this ITP. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 32.3 acres of compensatory habitat that is contiguous with other protected Covered Species habitat and/or is of higher quality than the habitat being destroyed by the Project OR purchase of conservation bank credits in advance of initiating Covered Activities, along with the minimization, monitoring, reporting, and funding requirements of this ITP minimizes and fully mitigates the impacts of the taking caused by the Project;
- (3) The take avoidance and mitigation measures required pursuant to the conditions of this ITP and its attachments are roughly proportional in extent to the impacts of the taking authorized by this ITP;

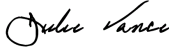
- (4) The measures required by this ITP maintain Permittee’s objectives to the greatest extent possible;
- (5) All required measures are capable of successful implementation;
- (6) This ITP is consistent with any regulations adopted pursuant to Fish and Game Code sections 2112 and 2114;
- (7) Permittee has ensured adequate funding to implement the measures required by this ITP as well as for monitoring compliance with, and the effectiveness of, those measures for the Project; and
- (8) Issuance of this ITP will not jeopardize the continued existence of the Covered Species based on the best scientific and other information reasonably available, and this finding includes consideration of the species’ capability to survive and reproduce, and any adverse impacts of the taking on those abilities in light of (1) known population trends; (2) known threats to the species; and (3) reasonably foreseeable impacts on the species from other related projects and activities. Moreover, CDFW’s finding is based, in part, on CDFW’s express authority to amend the terms and conditions of this ITP without concurrence of the Permittee as necessary to avoid jeopardy and as required by law.

Attachments:

ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2A	Proposed Lands for Acquisition Form
ATTACHMENT 2B	Habitat Management Lands Checklist
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on 3/25/2021

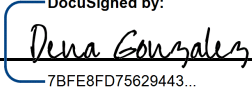
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Julie A. Vance, Regional Manager
Central Region

Incidental Take Permit
 No. 2081-2020-045-04
 CALIFORNIA DEPARTMENT OF TRANSPORTATION
 TUMEY GULCH BRIDGE REPLACEMENT

ACKNOWLEDGMENT

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

By:  _____ Date: 3/30/2021 _____
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Printed Name: Dena Gonzalez Title: Senior Environmental Planner Natural Sciences

Attachment 1

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

INCIDENTAL TAKE PERMIT NO. 2081-2020-045-04

PERMITTEE: California Department of Transportation

PROJECT: Tumey Gulch Bridge Replacement Project

PURPOSE OF THIS MMRP

The purpose of this 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 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	<u>Designated Representative</u> . Before starting Covered Activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with the 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 the ITP.	ITP Condition # 6.1	Before commencing Covered Activities/ Entire Project	Permittee	
2	<u>Designated Biologist</u> . Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of proposed Designated Biologist before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology, natural history, collecting and handling 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. The Designated Biologist(s) may be assisted by approved biologists identified as Biological Monitors that have Covered Species experience but do not meet the qualifications to be a Designated Biologist. Biological Monitors and their activities shall be approved in writing by CDFW.	ITP Condition # 6.2	Before commencing Covered Activities/ Entire Project	Permittee	
3	<u>Designated Small Mammal Trapper</u> . Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of each proposed Designated Small Mammal Trapper before starting Covered Activities. Permittee shall ensure that each Designated Small Mammal Trapper is knowledgeable and experienced in the biology, natural history, collecting, and handling of the Covered Species. The Designated Small Mammal Trapper may be responsible for conducting all activities specific to GKR including any handling or other actions necessary if individuals of Covered Species are found in the Project Area, with the exception of measures that pertain to burrow excavation. Only a Designated Biologist approved by CDFW for GKR may lead burrow excavation activities for these species. The Designated Small Mammal Trapper may be responsible for supervising the General Biological Monitors during trapping or handling activities.	ITP Condition #6.2.1	Before commencing Covered Activities/ Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
4	<u>Education Program</u> . 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 the 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 the ITP. Permittee shall provide interpretation for non-English speaking workers, and the same instruction shall be provided to any new workers before they are authorized to perform 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. This training shall be repeated at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area.	ITP Condition # 6.4	Before commencing Covered Activities/ Entire Project	Permittee	
5	<u>Trash Abatement</u> . 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 animal proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition # 6.6	Before commencing Covered Activities/ Entire Project	Permittee	
6	<u>Dust Control</u> . 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.	ITP Condition # 6.7	Before commencing Covered Activities/ Entire Project	Permittee	
7	<u>Delineation of Property Boundaries</u> . Before starting Covered Activities 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.	ITP Condition # 6.9	Before commencing Covered Activities/ Entire Project	Permittee	
8	<u>Notification Before Commencement</u> . The Designated Representative shall notify CDFW 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 Covered Activities	Permittee	
9	<u>Small Mammal Trapping and Relocation Plan</u> . Permittee shall submit a Small Mammal Relocation Plan for GKR to CDFW prior the beginning of Covered Activities. Relocation activities shall not proceed until the relocation plan has been approved in writing by CDFW's Regional Representative. The Small Mammal Trapping and Relocation Plan shall include, but not be limited to, trapping methodology; timing, description of the burrow excavation methods; release location(s); release methods (i.e., soft release, hard release, or some other method); and identification of a wildlife rehabilitation center or veterinary facility for injured animals. Only the Designated Biologist and/or the Designated Small Mammal Trapper is authorized to capture, handle, and relocate GKR. Once the Small Mammal Trapping and Relocation Plan is approved by CDFW, it may be used for all GKR relocation activities for the duration of the ITP. Any proposed changes to the CDFW-approved Small Mammal Trapping and Relocation Plan shall be submitted in writing to CDFW and approved by CDFW in writing prior to implementation of any proposed Small Mammal Trapping and Relocation Plan modifications.	ITP Condition # 7.3	Before commencing Covered Activities	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
10	<u>Covered Species Exclusion Fence Plan</u> . Permittee shall submit a Covered Species Exclusion Fence Plan to CDFW for approval at least 14 days prior to initiating Covered Activities. The Covered Species Exclusion Fence Plan shall include, but not be limited to, a description of the fencing design, material, installation method, removal method, maintenance, timing, location of gaps, etc. The Exclusion Fence Plan shall include a proposal to extend at least 50 feet past the ends of the Project Area and taper back away from the roadway or terminate with a turn-around. The plan shall indicate that the Designated Biologist will supervise all fence installation methods (e.g., fence-line grubbing, trenching, construction, etc.) to minimize potential impacts to GKR.	ITP Condition # 7.4	Before commencing Covered Activities	Permittee	
11	<u>Habitat Management Land Acquisition</u> . CDFW has determined that permanent protection and perpetual management of compensatory habitat is necessary and required pursuant to CESA to fully mitigate Project-related impacts of the taking on the Covered Species that will result with implementation of the Covered Activities. This determination is based on factors including an assessment of the importance of the habitat at and near the Project Area, the extent to which the Covered Activities will impact the habitat, and CDFW's estimate of the acreage required to provide for adequate compensation. To meet this requirement, the Permittee shall either: purchase Covered Species credits from a CDFW-approved mitigation or conservation bank with a service area that encompasses the Project Area (Condition of Approval 9.2, below) OR shall provide for the permanent protection and perpetual management of 32.3 acres of Habitat Management (HM) lands pursuant to Condition of Approval 9.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 9.4 below. The Covered Species credit purchase OR permanent protection and funding for perpetual management of Covered Species habitat must be complete before starting Covered Activities, OR within 18 months of the effective date of the ITP if Security is provided pursuant to Condition of Approval 10, below.	ITP Condition # 9	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	
12	<u>Cost Estimates</u> . CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows: Land acquisition costs for HM lands identified in Condition of Approval 9.3 below, estimated at \$2,378.17/acre for 32.3 acres: \$76,814.89. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements; Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 9.3.5 below, estimated at \$61,967.20; Interim management period funding as described in Condition of Approval 9.3.6 below, estimated at \$23,168.90; Long-term management funding as described in Condition of Approval 9.4 below, estimated at \$14,614.52/acre for 32.3 acres: \$472,049.03. Long term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management. Related transaction fees including but not limited to account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW as described in Condition of Approval 9.5, estimated at \$12,000.00.	ITP Condition #9.1	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
13	<p><u>Covered Species Credits</u>. Permittee shall purchase 32.3 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank with a service area that encompasses the Project Area and provide proof of credit purchase to CDFW prior to commencement of Covered Activities, unless Security is provided; OR:</p>	ITP Condition # 9.2	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	
14	<p><u>Habitat Acquisition and Protection</u>. Permittee shall provide for the acquisition and perpetual protection and management of Covered Species HM lands prior to commencement of Covered Activities, unless Security is provided:</p> <ul style="list-style-type: none"> • <u>Fee Title/Conservation Easement</u>. Transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW. Alternatively, CDFW, in its sole discretion, may authorize a governmental entity, special district, non-profit organization, for-profit entity, person, or another entity to hold title to and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended. If CDFW does not hold fee title to the HM lands, CDFW shall act as grantee for a conservation easement over the HM lands or shall, in its sole discretion, approve a non-profit entity, public agency, or Native American tribe to act as grantee for a conservation easement over the HM lands provided that the entity, agency, or tribe meets the requirements of Civil Code section 815.3. If CDFW does not hold the conservation easement, CDFW shall be expressly named in the conservation easement as a third-party beneficiary. The Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation. No conservation easement shall be approved by CDFW unless it complies with Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e); • <u>HM Lands Approval</u>. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least one month before acquisition and/or transfer of the HM lands, a formal Proposed Lands for Acquisition Form (see Attachment 2A) identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on the Covered Species; • <u>HM Lands Documentation</u>. Provide a recent preliminary title report, initial hazardous materials survey report, and other necessary documents (see Attachment 2B). All documents conveying the HM lands and all conditions of title are subject to the approval of CDFW, and if applicable, the Wildlife Conservation Board and the Department of General Services; 	ITP Condition #9.3	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<ul style="list-style-type: none"> • <u>Land Manager</u>. Designate both an interim and long-term land manager approved by CDFW. The interim and long-term land managers may, but need not, be the same. The interim and/or long-term land managers may be the landowner or another party. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW of any subsequent changes in the land manager within 30 days of the change. If CDFW will hold fee title to the mitigation land, CDFW will also act as both the interim and long-term land manager unless otherwise specified. • <u>Start-up Activities</u>. Provide for the implementation of start-up activities, including the initial site protection and enhancement of HM lands, once the HM lands have been approved by CDFW. Start-up activities include, at a minimum: (1) preparing a final management plan for CDFW approval (see https://www.wildlife.ca.gov/Conservation/Planning/Banking/Templates) (2) conducting a baseline biological assessment and land survey report within four months of recording or transfer; (3) developing and transferring Geographic Information Systems (GIS) data if applicable; (4) establishing initial fencing; (5) conducting litter removal; (6) conducting initial habitat restoration or enhancement, if applicable; and (7) installing signage; • <u>Interim Management (Initial and Capital)</u>. Provide for the interim management of the HM lands. The Permittee shall ensure that the interim land manager implements the interim management of the HM lands as described in the final management plan and conservation easement approved by CDFW. The interim management period shall be a minimum of three years from the date of HM land acquisition and protection and full funding of the Endowment and includes expected management following start-up activities. Interim management period activities described in the final management plan shall include fence repair, continuing trash removal, site monitoring, and vegetation and invasive species management. Permittee shall either (1) provide a security to CDFW for the minimum of three years of interim management that the land owner, Permittee, or land manager agrees to manage and pay for at their own expense, (2) establish an escrow account with written instructions approved in advance in writing by CDFW to pay the land manager 	ITP Condition # 9.3	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
15	<p><u>Endowment Fund</u>. If the Permittee will permanently protect and perpetually manage compensatory habitat as described in Condition of Approval 9.3, the Permittee shall ensure that the HM lands are perpetually managed, maintained, and monitored by the long-term land manager as described in the ITP, the conservation easement, and the final management plan approved by CDFW. After obtaining CDFW approval of the HM lands, Permittee shall provide long-term management funding for the perpetual management of the HM lands by establishing a long-term management fund (Endowment). The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with the management plan(s) required by Condition of Approval 9.3.5. Endowment as used in the ITP shall refer to the endowment deposit and all interest, dividends, other earnings, additions and appreciation thereon. The Endowment shall be governed by the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.</p> <p>After the interim management period, Permittee shall ensure that the designated long-term land manager implements the management and monitoring of the HM lands according to the final management plan. The long-term land manager shall be obligated to manage and monitor the HM lands in perpetuity to preserve their conservation values in accordance with the ITP, the conservation easement, and the final management plan. Such activities shall be funded through the Endowment.</p> <ul style="list-style-type: none"> • <u>Identify an Endowment Manager</u>. The Endowment shall be held by the Endowment Manager, which shall be either CDFW or another entity qualified pursuant to Government Code sections 65965-65968, as amended. Permittee shall submit to CDFW a written proposal that includes: (i) the name of the proposed Endowment Manager; (ii) whether the proposed Endowment Manager is a governmental entity, special district, nonprofit organization, community foundation, or congressionally chartered foundation; (iii) whether the proposed Endowment Manager holds the property or an interest in the property for conservation purposes as required by Government Code section 65968(b)(1) or, in the alternative, the basis for finding that the Project qualifies for an exception pursuant to Government Code section 65968(b)(2); and (iv) a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). Within thirty days of CDFW's receipt of Permittee's written proposal, CDFW shall inform Permittee in writing if it determines the proposal does not satisfy the requirements of Fish and Game Code section 2081(b)(4) and, if so, shall provide Permittee with a written explanation of the reasons for its determination. If CDFW does not provide Permittee with a written determination within the thirty-day period, the proposal shall be deemed consistent with Section 2081(b)(4). • <u>Calculate the Endowment Funds Deposit</u>. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare a Property Analysis Record (PAR) or PAR-equivalent analysis (hereinafter "PAR") to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). The Permittee shall submit to CDFW for review and approval the results of the PAR before transferring funds to the Endowment Manager. 	ITP Condition # 9.4	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
	<ul style="list-style-type: none"> • <u>Capitalization Rate and Fees</u>. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the PAR and adjust for any additional administrative, periodic, or annual fees. • <u>Endowment Buffers/Assumptions</u>. Permittee shall include in the PAR assumptions for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: • <u>10 Percent Contingency</u>. A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. <u>Three Years Delayed Spending</u>. The endowment shall be established assuming spending will not occur for the first three years after full funding. • <u>Non-annualized Expenses</u>. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW. • <u>Transfer Long-term Endowment Funds</u>. Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above. The approved Endowment Manager may pool the Endowment with other endowments for the operation, management, and protection of HM lands for local populations of the Covered Species but shall maintain separate accounting for each Endowment. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with the ITP, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended. 	ITP Condition # 9.4	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	
16	<u>Reimburse CDFW</u> . Permittee shall reimburse CDFW for all reasonable expenses incurred by CDFW such as transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, expenses incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.	ITP Condition # 9.5	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
17	<p>Performance Security: The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 9 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ul style="list-style-type: none"> • Security Amount. The Security shall be in the amount of \$646,000.03. This amount is based on the cost estimates identified in Condition of Approval 9.1 above. • Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel. • Security Timeline. The Security shall be provided to CDFW before Covered Activities begin. • Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW. • Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 4) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other. • Security Drawing. The Security shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to comply with the Conditions of Approval of the ITP. • Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee after CDFW has received a bill of sale confirming the purchase of 32.3 Covered Species credits, as required in Condition of Approval 9.2, above OR after CDFW has conducted an on-site inspection and received confirmation that all secured requirements have been satisfied, as evidenced by: <ul style="list-style-type: none"> • Written documentation of the acquisition of the HM lands; • Copies of all executed and recorded conservation easements; • Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and • Timely submission of all required reports. <p>Even if Security is provided, the Permittee must complete the Covered Species credit purchase OR the required acquisition, protection and transfer of all HM lands and record any required conservation easements no later than 18 months from the effective date of the ITP. CDFW may require the Permittee to provide additional Covered Species credits OR HM lands 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 complete these requirements within the specified timeframe.</p>	ITP Condition # 10	Before commencing Covered Activities (or within 18 months of the effective date of the ITP if security is provided)		

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
DURING CONSTRUCTION					
18	<u>Designated Biologist Authority</u> . To ensure compliance with the Conditions of Approval of the ITP, the Designated Biologist shall have authority to immediately stop any activity that does not comply with the ITP, and/or to order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species.	ITP Condition # 6.3	Entire Project	Permittee	
19	<u>Construction Monitoring Notebook</u> . The Designated Biologist shall maintain a construction-monitoring notebook on-site throughout the construction period, which shall include a copy of the 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	
20	<u>Erosion Control Materials</u> . Permittee shall prohibit use of erosion control materials potentially harmful to Covered Species and other species, such as monofilament netting (erosion control matting) or similar material, in potential Covered Species' habitat.	ITP Condition # 6.8	Before commencing Covered Activities/ Entire Project	Permittee	
21	<u>Project Access</u> . Project-related personnel shall access the Project Area using existing routes, and shall not cross Covered Species' habitat outside of or en 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 20 miles per hour (mph) during daylight hours and a maximum 10 mph speed limit during nighttime hours in the Project Area. 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 the ITP, among other reasons, if additional take of Covered Species will occur as a result of the Project modification.	ITP Condition # 6.10	Entire Project	Permittee	
22	<u>Staging Areas</u> . Permittee shall confine all Project-related parking, storage areas, laydown sites, equipment storage, 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 unless provided for as described in Condition of Approval 6.9 of the ITP.	ITP Condition # 6.11	Entire Project	Permittee	
23	<u>Hazardous Waste</u> . Permittee shall immediately stop and, pursuant to 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	
24	<u>CDFW Access</u> . 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 the ITP.	ITP Condition # 6.13	Entire Project	Permittee	
25	<u>Notification of Non-compliance</u> . 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 the ITP, including but not limited to any actual or anticipated failure to implement measures within the time periods indicated in the ITP and/or this MMRP. The Designated Representative shall report any non-compliance with the ITP to CDFW within 24 hours.	ITP Condition # 7.2	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
26	<u>Record of Covered Species Relocation Efforts.</u> The Designated Biologist shall maintain a record of all Covered Species handled during relocation efforts. This record shall include for each animal: ambient temperature when handled and released; the location via GPS coordinates and/or map; time of capture and release; approximate age (adult/juvenile); sex; weight; and general health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, ectoparasites, and injuries. A Relocation Summary shall be prepared by the Designated Biologist and included in the Quarterly Compliance Report.	ITP Condition #7.5	Entire Project	Permittee	
27	<u>Compliance Monitoring.</u> The Designated Biologist(s) shall be at the Project Area daily and during all Covered Activities until all of the following activities are complete: Pre-construction Surveys (as required in accordance with Condition of Approval 8.1); GKR trapping (as required in accordance with Condition of Approval 8.3); GKR burrow excavation (as required in accordance with Condition of Approval 8.4); Covered Species exclusion fence installation (Condition of Approval 8.5); and initial ground disturbance. The Designated Biologist shall conduct these daily compliance inspections to (1) minimize incidental take of the Covered Species; (2) prevent unlawful take of species; (3) check for compliance with all measures of the ITP; (4) check all exclusion zones; and (5) ensure that signs, stakes, and fencing are intact, and that Covered Activities are only occurring at the Project Area. After the implementation of Conditions of Approval 8.1 through 8.5 and all initial ground disturbance has been completed, the Designated Biologist(s) shall be at the Project Area at least once weekly to conduct these compliance inspections. The Designated Representative or Designated Biologist(s) shall prepare daily/weekly written observations and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP.	ITP Condition # 7.6	Entire Project	Permittee	
28	<u>Covered Species Observations.</u> During all Covered Activities, all workers shall inform the Designated Biologist(s) if an individual of the Covered Species is seen within or near the Project Area. All work in the vicinity of the Covered Species, which could injure or kill the animal, shall cease until the Covered Species moves from the Project Area of its own volition, or is moved by the Designated Biologist(s).	ITP Condition # 7.7	Entire Project	Permittee	
29	<u>Quarterly Compliance Report.</u> The Designated Representative or Designated Biologist shall compile the Compliance Monitoring records into a Quarterly Compliance Report and submit it to CDFW along with a copy of this MMRP table with notes showing the current implementation status of each mitigation measure. Quarterly Compliance Reports shall be submitted to CDFW's offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative, Regional Office and Headquarters CESA Program no later than the 5th day of the month it is due. At the time of the ITP's approval, the CDFW Regional Representative is Javier Mendez (javier.mendez@wildlife.ca.gov), the regional office email is R4CESA@wildlife.ca.gov and the headquarters CESA Program email is CESA@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 # 7.8	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
30	<u>Annual Status Report</u> . Permittee shall provide CDFW with an Annual Status Report (ASR) no later than January 31 of every year beginning with issuance of the ITP and continuing until CDFW accepts the Final Mitigation Report identified below. Each ASR shall include, at a minimum: (1) a summary of all Quarterly Compliance Reports for that year identified in Condition of Approval 7.8; (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 this 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; (6) an accounting of the number of acres subject to both temporary and permanent disturbance, both for the prior calendar year, and a total since ITP issuance; and (7) information about other Project impacts on the Covered Species.	ITP Condition # 7.9	Entire Project	Permittee	
31	<u>CNDDDB Observations</u> . The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDDB) within 60 calendar days of the observation 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 # 7.10	Entire Project	Permittee	
32	<u>Notification of Take or Injury</u> . Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or injured 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 emailing the Regional Office at R4CESA@wildlife.ca.gov. The initial notification to CDFW shall include information regarding the location, species, and number of animals taken or injured and the ITP Number. Following initial notification, Permittee shall send CDFW a written report within two 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 or injury, and any other pertinent information.	ITP Condition # 7.12	Entire Project	Permittee	
33	<u>Pre-Construction Survey</u> . Prior to any ground disturbance within the Project Area, the Designated Biologist(s) shall examine the portions of the Project Area to be disturbed and 50 feet beyond the limits of the Project Area to identify all potential burrows used by Covered Species. Permittee shall provide the Pre Construction Survey results in a written report to CDFW's Regional Representative at least seven (7) days prior to the beginning of Covered Activities. The Pre-Construction Survey report shall include, but not be limited to, methodology, date and time of survey, and a discussion and map of the locations of each potential GKR burrow.	ITP Condition # 8.1	Before commencing Covered Activities/ Entire Project	Permittee	
34	<u>Small Mammal Burrow Avoidance</u> . The Designated Biologist or Designated Small Mammal Trapper shall flag all potential small mammal burrows within any portion of the Project Area, or its 50-foot buffer zone to alert biological and work crews to their presence. Permittee shall maintain an avoidance buffer of 50 feet or greater around small mammal burrows regardless of whether the burrow is in the Project Area or the associated buffer zone unless otherwise approved by CDFW in writing (email is sufficient).	ITP Condition # 8.2	Before commencing Covered Activities/ Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
35	<u>Small Mammal Trapping and Relocation</u> . All potential GKR burrows at and within 50 feet of the Project Area that cannot be avoided shall be live trapped by the Designated Biologist(s) or Designated Small Mammal Trapper(s) prior to the initiation of ground-disturbing Covered Activities to minimize direct mortality. The trapping shall occur consistent with the CDFW-approved Trapping and Relocation Plan required in Condition of Approval 7.3. Any captured GKR shall be relocated to a CDFW approved release site identified in the Trapping and Relocation plan. The Designated Biologist(s) shall submit a report of the trapping/relocation effort to CDFW at least five business days prior to commencement of Covered Activities.	ITP Condition #8.3	Before commencing Covered Activities	Permittee	
36	<u>Small Mammal Burrow Excavation</u> . Following live trapping activities, the Designated Biologist shall perform or oversee the excavation by hand of any small mammal burrows that cannot be avoided by a 50-foot no disturbance buffer, and that have the potential to be occupied by GKR. The Designated Biologist shall ensure that any GKR encountered in the excavated burrows are captured and relocated in accordance with the approved Trapping and Relocation Plan (described in Condition of Approval 6.3). Dormant or torpid GKR encountered shall also be relocated to an artificial burrow installed at a CDFW-approved release site identified in the Trapping and Relocation Plan.	ITP Condition # 8.4	Before commencing Covered Activities	Permittee	
37	<u>Covered Species Exclusion Fence Installation</u> . The Designated Biologist shall perform or oversee installation of the Covered Species exclusion fence. The fence shall be installed in accordance with the CDFW-approved Covered Species Exclusion Fence Plan (described in Condition of Approval 7.4). This fence may also serve as the Project Area Boundaries as required under Condition of Approval 6.9. The exclusion fence shall be installed to prevent movement of the Covered Species into the Project Area once ground- or vegetation-disturbing activities commence. Permittee shall place exclusion fence at the edge of the temporary impact area, and because the exclusion fence cannot cross the roadway, the fencing shall be extended at least 50 feet past the ends of the Project Area and tapered back away from the roadway to the extent possible. The Designated Biologist shall supervise all fence installation methods (e.g. fence-line grubbing, trenching, construction, etc.) to minimize potential impacts to the Covered Species. The exclusion fence shall be supported sufficiently to maintain its integrity under all conditions, such as wind and heavy rain, for the duration of the active construction period. Exclusion fence may be keyed six to eight inches into the ground or alternatively a minimum of 12 inches of fence laid outward and flat on the ground securely fastened near the fence base and along the entire fence edge may be used to deter the Covered Species in the adjacent areas from digging under and entering the Project Area. The exclusion fence shall be constructed of tightly woven material that prevents climbing and entrapment of any species.	ITP Condition # 8.5	Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
38	<u>Daily Entrapment Inspections.</u> The Designated Biologist(s) or Biological Monitor(s) shall inspect all open holes, sumps, and trenches at the Project Area at the beginning and end of each day for trapped animals. All trenches, holes, sumps, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope and that are up to six feet deep shall be covered when workers or equipment are not actively working in the excavation, which includes cessation of work overnight, or shall have an escape ramp of earth or a non-slip material with a less than 1:1 (45 degree) slope. All trenches, holes, and other excavations with sidewalls steeper than a 1:1 (45 degree) slope and greater than six feet deep shall be covered when workers or equipment are not actively working in the excavation and at the end of each work day. To prevent inadvertent entrapment of the Covered Species, the Designated Biologist(s) or Biological Monitor(s) shall oversee the covering of all excavated, trenches, holes, sumps, or other excavations with a greater than 1:1 (45 degree) slope of any depth with barrier material (such as hardware cloth) at the close of each working day such that animals are unable to dig or squeeze under the barrier and become entrapped. The outer two feet of excavation cover shall conform to solid ground so that gaps do not occur between the cover and the ground and secured with soil staples or similar means to prevent gaps. Each morning, end of each day (including weekends and any other non work days), and immediately before trenches, holes, sumps, or other excavations are back-filled, the Designated Biologist(s) or Biological Monitor(s) shall thoroughly inspect them for Covered Species. Trenches, holes, sumps, or other excavations that are covered long-term shall be inspected at the beginning of each working day to ensure inadvertent entrapment has not occurred. If any worker discovers that Covered Species have become trapped, Permittee shall cease all Covered Activities in the vicinity and notify the Designated Biologist(s) immediately. Project workers and the Designated Biologist(s) shall allow the Covered Species to escape unimpeded if possible before Covered Activities are allowed to continue, or the Designated Biologist(s) shall capture and relocate individual GKR as per the Relocation Plan described in Condition of Approval 7.3.	ITP Condition # 8.6	Before commencing Covered Activities/ Entire Project	Permittee	
39	<u>Materials Inspection.</u> Workers shall thoroughly inspect for individuals of the Covered Species in all construction pipe, culverts, or similar structures that are stored for one or more overnight periods before the structure is subsequently moved, buried, or capped. If, during inspection, an individual of the Covered Species is discovered inside the structure, workers shall notify the Designated Biologist and allow the Covered Species to safely escape the structure before moving and utilizing the structure.	ITP Condition # 8.7	Before commencing Covered Activities/ Entire Project	Permittee	
40	<u>Equipment Inspection.</u> Workers shall thoroughly inspect for individuals of the Covered Species under vehicles and equipment before the vehicles and equipment are moved. If a Covered Species is present, the worker shall wait for the Covered Species to move unimpeded to a safe location or the Designated Biologist shall move the Covered Species out of harm's way outside of the Project Area in compliance with Condition of Approval 8.3 and the approved Trapping and Relocation Plan (Condition of Approval 7.3).	ITP Condition # 8.8	Before commencing Covered Activities/ Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
41	<u>Covered Species Injury</u> . If a Covered Species is injured as a result of Project-related activities, the Designated Biologist shall immediately take it to a CDFW approved wildlife rehabilitation or veterinary facility. Permittee shall identify the facility before starting Covered Activities. Permittee shall bear any costs associated with the care or treatment of such injured Covered Species. The Permittee shall notify CDFW of the injury to the Covered Species immediately by telephone and e-mail followed by a written incident report as described in Condition of Approval 8.11. Notification shall include the name of the facility where the animal was taken.	ITP Condition # 8.10	Entire Project	Permittee	
42	<u>Record of Handling</u> . The Designated Biologist shall maintain a record of all Covered Species handled, and all documented observations of individuals of the Covered Species. This information shall include for each animal; (1) the locations (Global Positioning System (GPS) coordinates and maps) and time of capture and/or observation as well as release; (2) sex; (3) approximate age (adult / juvenile); (4) weight; (5) general condition and health, noting all visible conditions including gait and behavior, diarrhea, emaciation, salivation, hair loss, ectoparasites, and injuries; and (6) ambient temperature when handled and released. The Designated Biologist shall prepare a Relocation Summary and include it in the Quarterly Report described in Condition 7.8 of the ITP. The Relocation Summary in the Final Mitigation Report shall include cumulative results, analysis of data collected, and conclusions.	ITP Condition # 8.11	Entire Project	Permittee	
POST-CONSTRUCTION					
43	<u>Refuse Removal</u> . Upon completion of Covered Activities, Permittee shall remove from the Project Area and properly dispose of all excess fill and construction refuse, including, but not limited to, broken equipment parts, wrapping material, cords, cables, wire, rope, strapping, twine, buckets, metal or plastic containers, and boxes.	ITP Condition # 6.14	Entire Project and Post-construction	Permittee	
44	<u>Habitat Restoration Plan</u> . All temporarily impacted habitat will be restored to pre-project conditions. Restoration will be assisted by re-seeding and/or replanting the temporarily impacted area(s). Re-seeding and/or replanting will be completed by November 15th of the year that the Covered Activities are completed and the temporarily impacted area(s) cannot remain disturbed for more than one (1) calendar year without undergoing restoration efforts. A Habitat Restoration Plan will include a seed mix and/or planting mix, methods to seed and/or plant, proposed success criteria, and a contingency plan if restoration efforts perform unsuccessfully. The Habitat Restoration Plan will be provided to CDFW for review and written approval prior to implementation of the Habitat Restoration Plan.	ITP Condition # 8.12	Post-construction	Permittee	
45	<u>Final Mitigation Report</u> . 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 Quarterly Compliance Reports and all ASRs; (2) a copy of the table in this 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 the ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking on 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 # 7.11	Post-construction and after completion of mitigation	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status / Date / Initials
46	CDFW accepts the Final Mitigation Report as complete.	ITP Condition # 7.11	Post-construction	CDFW	



CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
PROPOSED LANDS FOR ACQUISITION FORM ("PLFAF")

Date: _____

TO: Regional Representative

Facsimile:

FROM: _____

Applicant proposes that the following parcel(s) of land be considered for approval by the California Department of Fish and Wildlife as suitable for purposes of habitat management lands to compensate the adverse environmental impacts of the Project:

<u>Section(s)</u>	<u>Township</u>	<u>Range</u>	<u>County</u>	<u>Acres</u>
_____	_____	_____	_____	_____

Current Legal Owner(s), of the surface and mineral estates, include Assessor's Parcel Number(s):

General Description of Location of Parcel(s):

Land Value: \$

For Region Use Only

APPROVED ___ By: _____ DATE: _____
Regional Manager's Signature

REJECTED ___ Region: _____

Explanation: _____

ATTACHMENT 2B
CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE (CDFW)
HABITAT MANAGEMENT LAND ACQUISITION PACKAGE CHECKLIST FOR THIRD PARTY
BENEFICIARY (TPB) PROJECT APPLICANTS

The following checklist is provided to inform you of documents necessary to expedite the CDFW processing of your Habitat Management Land acquisition proposal. Any land acquisition processing requests which are incomplete when received, will be returned. The Region contact will review and approve the document package and forward it to the Habitat Conservation Planning Branch Senior Land Agent with a request to review the real estate documents.

To: _____
Regional Manager, Region Name

From: _____
Project Applicant

Phone: _____

Tracking #: _____
CDFW assigned permit or agreement #

Project Name: _____

Enclosed is the complete package for the TPB Conservation Easement

Documents in this package include:

- Draft TPB Conservation Easement Deed
- Proposed Lands for Acquisition Form (PLFAF)
- Phase I Environmental Site Assessment Report Date on report: _____
(An existing report may be used, but it should be less than two years old.)
- Mineral Assessment Report, if applicable.
- Preliminary Title Report(s) for subject property is enclosed and has been reviewed for Encumbrances, including severed mineral estates, and other easements. The title report must be less than one year old and contain active hyperlinks to access recorded documents as described in the preliminary title report. Please include a map of easements/encumbrances on the property.
- County Assessor Parcel Map(s) for subject property
- Vicinity Map
- Final Permit or Agreement (or other appropriate instrument)
 - Type of agreement: Bank Agreement Mitigation Agreement
 - Permit _____ Other: _____
(indicate type of permit)
- Final Management Plan (if required prior to finalizing permit or agreement)
- Biological Resources Report, if applicable.
- Copy of NGO or Grantee's due diligence approval letter from CDFW.

Attachment 3

[Financial institution letterhead]

IRREVOCABLE STANDBY LETTER OF CREDIT
NO. **[number issued by financial institution]**

Issue Date: **[date]**

Beneficiary:

California Department of Fish and Wildlife
Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090
Attn: HCPB Contract Coordinator

Amount: U.S. \$**[dollar number]** **[(dollar amount)]**

Expiry: **[Date]** at our counters

Dear Sirs:

1. At the request and on the instruction of our customer, **[name of applicant]** ("Applicant"), we, **[name of financial institution]** ("Issuer"), hereby establish in favor of the beneficiary, the California Department of Fish and Wildlife ("CDFW"), this irrevocable standby letter of credit ("Credit") in the principal sum of U.S. \$**[dollar number]** **[(dollar amount)]** ("Principal Sum").
2. We are informed this Credit is and has been established for the benefit of CDFW pursuant to the terms of the incidental take permit for the **[name of project]** issued by CDFW to the Applicant on **[date]** (No. **[number]**) ("Permit").
3. We are further informed that pursuant to the Permit, the Applicant has agreed to complete certain mitigation requirements, as set forth in Conditions **[numbers]** in the Permit ("Mitigation Requirements").
4. We are finally informed that this Credit is intended by CDFW and the Applicant to serve as a security device for the performance by the Applicant of the Mitigation Requirements.
5. CDFW shall be entitled to draw upon this Credit only by presentation of a duly executed Certificate for Drawing ("Certificate") in the same form as Attachment A,

which is attached hereto, at our office located at [***name and address of financial institution***].

6. The Certificate shall be completed and signed by an “Authorized Representative” of CDFW as defined in paragraph 12 below. Presentation by CDFW of a completed Certificate may be made in person or by registered mail, return receipt requested, or by overnight courier.
7. Upon presentation of a duly executed Certificate as above provided, payment shall be made to CDFW, or to the account of CDFW, in immediately available funds, as CDFW shall specify.
8. If a demand for payment does not conform to the terms and conditions of this Credit, we shall give CDFW prompt notice that the demand for payment was not effected in accordance with the terms and conditions of this Credit, state the reasons therefore, and await further instruction.
9. Upon being notified that the demand for payment was not effected in conformity with the Credit, CDFW may correct any such non-conforming demand for payment under the terms and conditions stated herein.
10. All drawings under this Credit shall be paid with our funds. Each drawing honored by us hereunder shall reduce, *pro tanto*, the Principal Sum. By paying to CDFW an amount demanded in accordance herewith, we make no representations as to the correctness of the amount demanded.
11. This Credit will be cancelled upon receipt by us of Certificate of Cancellation, which: (i) shall be in the form of Attachment B, which is attached hereto, and (ii) shall be completed and signed by an Authorized Representative of CDFW, as defined in paragraph 12 below.
12. An “Authorized Representative” shall mean the Director of CDFW; the General Counsel of CDFW; a Regional Manager of CDFW; or the Branch Chief of CDFW’s Habitat Conservation Planning Branch.
13. This Credit shall be automatically extended without amendment for additional periods of one year from the present or any future expiration date hereof, unless at least sixty (60) days prior to any such date, we notify CDFW in writing by registered mail, return receipt requested, or by overnight courier that we elect not to consider this Credit extended for any such period.
14. Communications with respect to this Credit shall be in writing and addressed to us at [***name and address of financial institution***], specifically referring upon such writing to this credit by number. The address for notices with respect to this Credit shall be: (i) for CDFW: Department of Fish and Wildlife, Habitat

Conservation Planning Branch, Post Office Box 944209, Sacramento, CA 94244-2090, Attn: HCPB Contract Coordinator; and (ii) for the Applicant: [***name and address of applicant***].

15. This Credit may not be transferred.
16. This Credit is subject to the International Standby Practices 1998 ("ISP 98"). As to matters not covered by the ISP 98 and to the extent not inconsistent with the ISP 98, this credit shall be governed by and construed in accordance with the Uniform Commercial Code, Article 5 of the State of California.
17. This Credit shall, if not canceled, expire on [***expiration date***], or any extended expiration date.
18. We hereby agree with CDFW that documents presented in compliance with the terms of this Credit will be duly honored upon presentation, as specified herein.
19. This Credit sets forth in full the terms of our undertaking. Such undertaking shall not in any way be modified, amended or amplified by reference to any document or instrument referred to herein or in which this Credit is referred to or to which this Credit relates and any such reference shall not be deemed to incorporate herein by reference any document or instrument.

[Name of financial institution]

By: _____
Name: _____
Title: _____
Telephone: _____

ATTACHMENT A

IRREVOCABLE STANDBY LETTER OF CREDIT NO. [*number issued by financial institution*]
CERTIFICATE FOR DRAWING

To:

[Name and address of financial institution]

Re: **[Insert: "Lake" or "Streambed"]** Alteration Agreement (No. **[permit number]**)

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. **[Insert one of the following statements:** "In the opinion of CDFW, the Applicant has failed to complete the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "As set forth in paragraph 13, the Issuer has informed CDFW that the Credit will not be extended and the Applicant has not provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. The undersigned is authorized under the terms of the Credit to present this Certificate as the sole means of demanding payment on the Credit.
3. CDFW is therefore making a drawing under the Credit in amount of U.S. \$_____.
4. The amount demanded does not exceed the Principal Sum of the Credit.

Therefore, CDFW has executed and delivered this Certificate as of the ___ day of **[month]**, **[year]**.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____
[Insert one of the following: "DIRECTOR" or "GENERAL COUNSEL" or "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" or "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

ATTACHMENT B

IRREVOCABLE LETTER OF CREDIT NO. [**number issued by financial institution**]
CERTIFICATE FOR CANCELLATION

To:

[**Name of financial institution and address**]

Re: [**Insert: "Lake" or "Streambed"**] Alteration Agreement (No. [**permit number**])

The undersigned, a duly Authorized Representative of the California Department of Fish and Wildlife ("CDFW"), as defined in the paragraph 12 in the above-referenced Irrevocable Standby Letter of Credit ("Credit"), hereby certifies to the Issuer that:

1. [**Insert one of the following statements:** "The Applicant has presented documentary evidence of full compliance with the Mitigation Requirements referenced in paragraph 3 of the Credit." **or** "The Applicant has provided CDFW with an equivalent security approved by CDFW to replace the Credit."]
2. CDFW therefore requests the cancellation of the Credit.

Therefore, CDFW has executed and delivered this Certificate for Cancellation as of the ____ day of [**month**], [**year**].

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

BY: _____
[**Insert one of the following:** "DIRECTOR" **or** "GENERAL COUNSEL" **or** "REGIONAL MANAGER, [NAME OF REGIONAL OFFICE]" **or** "BRANCH CHIEF, HABITAT CONSERVATION PLANNING BRANCH"]

State of California - Department of Fish and Wildlife
MITIGATION PAYMENT TRANSMITTAL FORM
 DFW 1057 (NEW 07/28/17)

Project Applicant Instructions: Please fill out and attach this form to payment. For conservation banks, also attach the Bill(s) of Sale for credits sold. One form may be used for multiple transactions, **BUT YOU MUST USE A SEPARATE FORM FOR EACH CHECK YOU TRANSMIT.** Make sure to include Project Name, Project Tracking Number, and ASB Mitigation Tracking Number (if available) on the attached payment type.

<p>1. DATE: _____</p> <p>TO: _____ Regional Manager</p> <p>_____</p> <p>Region Office Address</p>	<p>2. FROM: _____ Name</p> <p>_____</p> <p>Mailing Address</p> <p>_____</p> <p>City, State, Zip</p> <p>_____</p> <p>Telephone Number/FAX Number</p>
<p>3. RE: _____ Project Name as appears on permit/agreement</p>	

4. AGREEMENT/ACCOUNT INFORMATION: (check the applicable type)

2081 Permit
 Conservation Bank
 2835 NCCP
 1802 Agreement
 1600 Agreement
 Other _____

Project Tracking Number

5. PAYMENT TYPE (One check per form only): The following funds are being remitted in connection with the above referenced project:

Check information:

Total \$ _____ Check No. _____

Account No. _____ Bank Routing No. _____

a. Endowment: for Long-Term Management Subtotal \$ _____

b. Habitat Enhancement Subtotal \$ _____

c. Security:

1. Cash Refundable Security Deposit Subtotal \$ _____

2. Letter of Credit Subtotal \$ _____

1. Financial Institution: _____

2. Letter of Credit Number: _____

3. Date of Expiration: _____

ACCOUNTING OFFICE USE ONLY	
Description	FI\$Cal Coding
Speedchart (Project, Program, Reference, Fund)	
Reporting Structure	
Category	
Date Established: _____ By: _____	