

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

CENTRAL REGION

1234 EAST SHAW AVENUE

FRESNO, CALIFORNIA 93710



AMENDMENT NO. 1

(A Major Amendment)

California Endangered Species Act

Incidental Take Permit No. 2081-2013-067-04

Los Angeles Department of Water and Power

Barren Ridge Renewable Transmission Project:

Barren Ridge Switching Station in Kern County

INTRODUCTION

On December 17, 2013, the California Department of Fish and Wildlife (CDFW) issued Incidental Take Permit No. 2081-2013-067-04 (ITP) to Los Angeles Department of Water and Power (LADWP) (Permittee) authorizing take of desert tortoise (*Gopherus agassizii*) and Mohave ground squirrel (*Xerospermophilus mohavensis*) (collectively, the Covered Species) associated with and incidental to the Barren Ridge Renewable Transmission Project: Barren Ridge Switching Station Expansion in Kern County, California (Project). The Project as described in the ITP originally issued by CDFW included a single construction phase resulting in development of an additional 3.7 acres of previously undeveloped land to expand the existing 2.9-acre Barren Ridge Switching Station (Switching Station) and operation and maintenance (O&M) of the entire resultant 6.6-acre Barren Ridge Switching Station and the existing 0.75-mile access road. In issuing the ITP, CDFW found, among other things, that Permittee's compliance with the Conditions of Approval of the ITP would fully mitigate impacts to the Covered Species and would not jeopardize the continued existence of the Covered Species.

On April 10, 2017, CDFW received a request to amend the ITP for the purpose of extending the 18-month deadline for permanent protection of Habitat Management lands required as compensatory habitat by Condition of Approval 8.

On May 12, 2017, CDFW received an update to the April 10, 2017 request to amend the ITP. This purpose of this supplemental request was also to extend the 18-month deadline to comply with Condition of Approval 8 of the ITP.

In a letter dated March 21, 2019, LADWP made an initial request for a Major Amendment to the ITP to incorporate additional expansion of the Switching Station impact area. Through this letter CDFW became aware of a disturbance area that was not previously authorized under the ITP as originally issued. In a letter dated May 7, 2019, CDFW deemed the application incomplete. CDFW's letter detailed that this unauthorized disturbance represented non-compliance with the ITP and may have resulted in a violation of the California Endangered Species Act (CESA). CDFW's letter further advised the Permittee that this initial Major Amendment request could not be

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issued until a complete amendment request, including submission of a second Major Amendment request to address non-compliance with the ITP, was received by CDFW.

In response, in a letter dated December 18, 2019, LADWP submitted a second Major Amendment request. On December 31, 2019, LADWP was informed by CDFW via electronic mail that the second Major Amendment request was incomplete. At that time, CDFW requested additional information including (1) figures and attachments that were referenced but not included in the second Major Amendment request submission and (2) a proposal for compensatory mitigation to offset the previously unauthorized disturbance the second Major Amendment request was intended to address. On January 10, 2020, via electronic mail, LADWP confirmed receipt of CDFW's incomplete application electronic message.

In a letter dated March 31, 2020, CDFW received a revised second Major Amendment request from LADWP. Through this revised submission, CDFW became aware that ground-disturbing activities were ongoing in the unauthorized expansion area. On May 19, 2020, CDFW issued a Notice of Violation requiring an immediate halt of all ground disturbance and construction work not specifically included in the ITP as originally issued. In a letter dated May 20, 2020, CDFW deemed the revised second Major Amendment request incomplete and requested that LADWP provide additional information, detailing work that had been completed in the unauthorized area to date as well as work that had yet to be completed.

In a letter dated May 27, 2020, LADWP acknowledged receipt of the Notice of Violation and confirmed that ground disturbing activities within the previously unauthorized area had since ceased. Subsequently, in a submission dated June 30, 2020, LADWP submitted a further revised second Major Amendment request, in response to CDFW's May 20, 2020 incomplete letter, to address the previously unauthorized ground disturbance. In a letter dated July 28, 2020, CDFW deemed the second Major Amendment request complete based on information provided in the June 30, 2020 submission. This complete second Major Amendment request identified a second, already completed, construction phase resulting in expansion of the Switching Station footprint by 5.7 acres and a total Switching Station footprint of 12.3 acres. The request was to incorporate this previously unpermitted 5.7-acre expansion area to address the previous non-compliance with the ITP.

Both concurrently and subsequent to review and complete determination of the second Major Amendment request, LADWP submitted information responsive to CDFW's May 7, 2019 incomplete determination of the initial Major Amendment request. Responsive information was submitted in two letters dated July 16, 2019 and October 30, 2020, respectively. Neither submission was deemed complete by CDFW. In subsequent meetings and electronic mail correspondence between LADWP and CDFW

in March 2021, additional project description details and clarifying information were provided to CDFW by LADWP. Through these conversations, it was determined that the October 30, 2020 submission was in response to CDFW requests resulting from incomplete determinations of the initial Major Amendment request, but resulted from additional Project details arising from Notification to CDFW pursuant Fish and Game Code section 1602. Through these submissions and correspondence, the initial Major Amendment request identified a third, not yet initiated construction phase, that would result in further expansion of the Switching Station footprint by an additional 5.53 acres and a total Switching Station footprint of 17.83 acres. The additional information made a request to incorporate this 5.53-acre expansion area into the ITP.

In total, as a result of both Major Amendment requests, the Switching Station will be expanded a total of 11.23 additional acres and will total 17.83 acres in size. The permanent impacts and disturbance footprint of further expanding the Switching Station footprint were not contemplated in the ITP as originally issued. Accordingly, the Permittee has requested amendment of the ITP's Project description to reflect the permanent impacts to the Covered Species associated with unauthorized expansion of 5.7 acres and future expansion of 5.53 acres; and to increase the amount of Habitat Management (HM) land required to compensate for these permanent impacts to the Covered Species.

This Major Amendment No. 1 (Amendment) makes the following changes to the existing ITP, based on information provided related to both the initial and second Major Amendment requests described above:

1. Modifies the Project Description to provide more detailed information regarding development phasing and to account for 11.23 acres of additional permanent impacts.
2. Updates the Impacts of the Taking of Covered Species to incorporate permanent impacts from all phases of development.
3. References an Addendum prepared and approved by the Permittee, acting as lead agency under the California Environmental Quality Protection Act, in 2018.
4. Clarifies Conditions of Approval 5.11, 5.15, 6.1, 7.3, 7.5, and 7.18 with regard to Project phasing.
5. Modifies Conditions of Approval 8 and 9 to allow for phasing of Habitat Management Land Acquisition, purchase of Covered Species Credits, and Performance Security requirements as a result of phased Project impacts.

6. Updates Condition of Approval 8 and 9 to reflect the total acreage of permanent impacts. Describes the additional Habitat Management (HM) lands, funding, and security required to compensate for both previously completed unauthorized ground disturbance and future ground disturbance.
7. Adds Figures 3 and 4 as Project Maps, for phases 2 and 3, identifying each expanded Project area.

AMENDMENT

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

1. The Project Description on Pages 2 and 3 of the ITP, shall be amended to read:

The Project includes the development of ~~3.7 acres of~~ undeveloped land to expand the existing Barren Ridge Switching Station (Switching Station). The existing **2.9-acre** Switching Station was authorized as part of the Pine Tree Wind Development Project (ITP No. 2081-2005-046-04). The Switching Station expansion will occur ***in three phases*** ~~on the east side of the existing switching station.~~

Project Phasing

Phase 1

The total station size will be expanded **3.7 acres** to 630 feet in length, 350 feet in width on the east side, and 500 feet in width on the west side (for a total Switching Station footprint after expansion of 6.6 acres; **Figure 2**). The Project also includes operation and maintenance (O&M) of the entire 6.6 acre Barren Ridge Switching Station and the existing 0.75 mile access road. Project activities include installation of electrical structures and equipment for transmission lines, one staging area, new roadway within the Switching Station, and extension of a drainage ditch. All construction activities will occur within the Switching Station expansion area except for a temporary employee parking area located adjacent to the Switching Station. Existing roads will be used to access the Switching Station. The estimated schedule for Project construction is 17 months.

Phase 2

The Switching Station will be expanded eastward and will include 5.7 acres of additional ground disturbance. The total Switching Station footprint after completion of Phase 2 will be 12.3 acres (Figure 3). Activities include grading of the site and extension of the fence line to

create area for future expansion of the station and the addition of two new bays. One proposed new bay will be for a Static Synchronous Compensator (STATCOM) building and associated switchyard. The STATCOM will control the reactive power that flows through transmission lines, allowing for an increase in power flow through the Switching Station. The second proposed bay will be dedicated to interconnection with a new 200-megawatt (MW) solar energy facility in the area.

Work will consist of grading, excavation, backfill, compaction, and installation of fencing. Ground-disturbing activities will include clearing, grubbing, as well as shaping via cutting, filling, and smoothing into a continuous grade. Perimeter fencing will be installed. Switching Station infrastructure will be installed including pull boxes; concrete pads to accommodate Circuit Breakers and Disconnect and Grounding Switches; concrete piers including four piers to support A Frames, eight piers to support H Frames, thirteen piers to support post installation, twelve piers to serve as tie down piers, and six piers to support a Capacitance Voltage Transformer.

Phase 3

The Switching Station will be expanded northward and will include 5.53 acres of additional ground disturbance. The total Switching Station footprint after completion of Phase 3 will be 17.83 acres (Figure 4). The Switching Station footprint will be expanded 350 feet in length and 350 feet in width to install a STATCOM/Static VAR Compensator device. In addition, an existing 45-foot-wide diversion channel and associated dirt berm and outlet will be extended 330 feet in length. A 168-foot-long segment of the existing diversion channel, including the downstream curved portion and the existing outlet, will be removed. An existing dirt access road will be relocated along the west side of the diversion channel resulting in a new dirt road measuring 360 feet long and 14 feet wide. A new dirt berm, measuring 270 feet in length and 18 feet in width, will be constructed adjacent to the outlet to divert stormwater away from the station.

Activities associated with expansion of the Switching Station for installation of the STATCOM/Static VAR Compensator device include (1) installation and grounding of four circuit breakers; (2) installation of eight Disconnect and Ground Switches; (3) installation of one concrete pull box; (4) stringing of conductors to extend Bus One and Bus Two for Bay Six and Bay Seven on A Frames and H Frames; (5) excavation and

extension of Cable Trench of Bus One from Bay Five to Bay Seven; (6) ground grid installation and equipment grounding; and (7) installation of electrical conduit cables and ducts including setting PVC pipes, pouring slurry mix, and running cable through the pipes.

Site preparation work associated with diversion channel extension includes: (1) clearing and grubbing 2.04 acres; (2) over-excavating and recompacting five feet below the existing surface within the diversion channel and berm footprint; (3) demolition of a portion of the existing diversion channel; (4) constructing the extended diversion channel; (5) constructing a dirt berm adjacent to the new outlet; (6) installing riprap at the channel outlet and between the relocated dirt road and diversion channel; (7) removing excess chain link fence; and (8) installing new chain link fence and post footings.

General Construction Activities

General Construction activities associated with each phase of expansion include site grading and drainage development, installation of concrete foundation and steel support structures, installation of below- and above-ground electrical conduits for equipment power and control, installation of below- and above-grade grounding conductors, and installation of control and relay houses.

Site preparation work for the Project includes clearing and grubbing, excavation, placement and compaction of engineered fill to provide stabilized subgrade for switching station facilities. Temporary silt fence and other stormwater pollution prevention Best Management Practices (BMPs) will be implemented in accordance with an approved Stormwater Pollution and Prevention Plan (SWPPP). The Project site will be graded to maintain current drainage patterns to the greatest extent possible. The Switching Station yard (open ground within the fenced substation) will be covered with crushed-rock aggregate.

Reinforced concrete foundations will be installed to support the steel structures and electrical equipment and control facilities following Project grading and development. Foundation work will require approximately ~~80~~ **110** trips to the Switching Station by 40-ton, 10-yard capacity concrete trucks over a ~~90~~ **180**-day working period. Equipment required for Project construction includes graders and excavators, backhoes, drill rigs, water trucks, scrapers, sheep's foot compactors, front end loaders, concrete trucks, **boom trucks, dozers,**

trucks and flatbed trailers. Cranes, man-lifts, portable welding units, line trucks, and mechanic trucks will also be required. Subsequent to the foundation installation, trenches will be dug to facilitate placement of copper conductors for the Switching Station grounding mat. The temporary parking area is only needed during the **first** construction phase. Parking will be confined to the current footprint of the Switching Station **following completion of the first construction phase** and no additional temporary parking areas will be required. Employees will park inside the fenced Switching Station after construction is complete. The temporary parking area is estimated to be approximately one acre or less in size.

Operation and Maintenance (O&M) Activities

O&M activities include routine inspection of Project facilities (including access roads), Switching Station minor repairs, and maintenance of the 0.75 mile access road. All O&M activities will occur within the permanently disturbed areas as described in ITP Condition 7.18 and authorized by this ITP or ITP No. 2081-2005-046-04. All O&M activities except access road maintenance will occur within the fenced area of the ~~6.6-acre~~ Switching Station.

2. The second and third paragraphs in Impacts of the Taking on Covered Species on Page 3 of the ITP, shall be amended to read:

Incidental take of individuals of the Covered Species in the form of mortality ("kill") may occur as a result of Covered Activities such as collisions with light vehicles or heavy equipment; crushing of occupied burrows or shelter sites; entrapment in uncovered excavations; and noise and ground vibration that could cause tortoises to leave burrows at inappropriate times, potentially increasing their stress levels and exposure to predation and adverse environmental conditions. Incidental take of individuals of the Covered Species may also occur from the Covered Activities in the form of capture of the Covered Species from relocation of Covered Species to minimize the potential of direct take via mortality. The areas where authorized take of the Covered Species is expected to occur include the ~~6.6~~**17.83**-acre Barren Ridge Switching Station and associated 0.75-mile access road (collectively, the Project Area). O&M activities will occur within the entire ~~6.6~~**17.83**-acre Switching Station and on 0.75-mile of access road from the Switching Station to Highway 14.

The Project is expected to cause the permanent loss of ~~3.7~~**14.93** acres of habitat for the Covered Species. **An additional** ~~one~~ acre of Covered Species habitat will be temporarily disturbed by a parking area during Project

construction ***within the first expansion phase***. Impacts of the authorized taking also include adverse impacts to the Covered Species related to temporal losses, increased habitat fragmentation and edge effects, and the Project's incremental contribution to cumulative impacts (indirect impacts). These impacts include: health impacts associated with short-term construction-generated fugitive dust; herbicide application for weed control that could affect individuals directly or through their food sources; altered behavior resulting from Project activity in occupied habitat areas, including potential loss of water sources due to grading of depressions that temporarily capture water; and the possibility for disease transmission to the species from handling and relocation efforts. Desert tortoises could suffer increased predation of juveniles by common ravens perching or nesting on constructed towers or other Switching Station facilities.

3. Condition of Approval 2, on page 4, shall be amended to read:
Permittee shall implement and adhere to the mitigation measures related to the Covered Species in ***both*** the Biological Resources section of Environmental Impact Report (SCH No.: 2008041038) certified by Los Angeles Department of Water and Power (LADWP) on September 20, 2012, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.); ***and the Addendum to the Environmental Impact Report approved by LADWP in October 2018.***
4. Condition of Approval 5.11, on page 7, shall be amended to read:

Project Access. Project-related personnel shall access the Project Area using existing routes ***or dedicated routes for each phase***, and shall not cross Covered Species' habitat outside of or en route to the Project Area. Permittee shall restrict Project-related vehicle traffic to ***within current boundaries for each Work Area including*** established roads, staging, and parking areas. Permittee shall ensure that vehicle speeds do not exceed 20 miles per hour to avoid Covered Species on or traversing the roads. If Permittee determines construction of routes for travel are necessary outside of the Project Area ***or the current boundaries for each phase***, 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.

5. Condition of Approval 5.15, on page 7, shall be amended to read:

Refuse Removal. Upon completion of Covered Activities **in each phase**, Permittee shall remove from the Project Area and properly dispose of all temporary 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.

6. Condition of Approval 6.1, on page 8, shall be amended to read:

Notification Before Commencement. The Designated Representative shall notify CDFW 14 calendar days before starting Covered Activities **for each phase** and shall document compliance with all pre-Project Conditions of Approval before starting Covered Activities **within each phase**.

7. Condition of Approval 7.3, on page 10, shall be amended to read:

Pre-Construction Surveys. No more than 30 days prior to ground disturbing activities **in each phase**, the Designated Biologist(s) shall be present to perform pre-construction surveys for Covered Species, and shall remain on-site until exclusion fencing has been installed to preclude tortoises from entering the work area (Conditions 7.5 and 7.6). These surveys shall cover the existing access routes and the proposed construction right-of-way (ROW), with a 50-foot buffer zone. All potential burrows within the construction ROW shall be flagged to alert biological and work crews to their presence. The Designated Biologist(s) shall submit a report documenting the results of the pre-construction surveys to CDFW within 30 days after performing the surveys.

8. Condition of Approval 7.5, on page 11, shall be amended to read:

Permanent Exclusion Fencing. Prior to initial ground disturbance **in each phase**, Permittee shall install permanent desert tortoise proof exclusion fencing (permanent exclusion fence) around the perimeter of the Switching Station. Permittee shall locate permanent exclusion fencing to avoid Covered Species burrows and, when possible, so that the burrows are isolated from the active work areas. The Designated Biologist(s) shall accompany the permanent exclusion fence construction crew to ensure that Covered Species are not killed or injured during this activity. Permittee shall construct the permanent exclusion fence according to the USFWS "Desert Tortoise Exclusion Fence" guidelines (Attachment 2), contained in the "Desert Tortoise Field Manual." An alternative permanent exclusion fence design may be used if CDFW has provided written

approval in advance of fence installation. The permanent 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. Permittee shall construct all openings in the permanent exclusion fence lines such that they prohibit tortoise passage or passively direct the tortoise back into suitable natural habitat. Permittee shall maintain the permanent exclusion fence and repair when necessary. Permittee shall install the permanent exclusion fence flush against any security fencing installed for the Project.

9. Condition of Approval 7.18, page 15 of the ITP, shall be amended to read:

As-Built Plans. Permittee shall submit as-built plans to CDFW within six (6) months of completing Project construction of **each phase of** the Switching Station expansion. The as-built plan sheets shall delineate and quantify the extent of permanent Project features, including roads, the area within all permanent exclusion fences, and all other facilities and features associated with **each phase of** the Project. The as-built plans shall include an estimate of the temporary disturbance during construction by highlighting the estimated temporary disturbance areas on the as-built plan sheets. Plans shall include topographic data, with contour intervals not to exceed five feet, as a background layer. The plan scale shall be 1":250' (one inch to 250 feet) or smaller. Plans shall be derived from engineering survey data acquired after Project construction and shall be verified by the Designated Biologist(s). The plans shall be submitted in Portable Document Format (PDF) or a similar electronic format.

10. Condition of Approval 8, page 18 of the ITP, shall be amended to read:

To meet this requirement, the Permittee shall either purchase ~~42~~ **45** acres of Covered Species credits from a CDFW-approved mitigation or conservation bank (Condition of Approval 8.2) OR shall provide for both the permanent protection and management of ~~42~~ **45** acres of Habitat Management (HM) lands pursuant to Condition of Approval ~~9.3~~ **8.3** below and the calculation and deposit of the management funds pursuant to Condition of Approval ~~9.4~~ **8.4** below. Permanent protection and funding for perpetual management of compensatory habitat **for each phase** must be complete before starting Covered Activities **within the corresponding phase**, or within 18 months **of the Performance Security deposit for that phase** ~~of the effective date of this ITP~~ if Security is provided pursuant to Condition of Approval 9 below for all uncompleted obligations. The Permittee shall also restore on-site 1 acre of temporarily impacted Covered Species habitat pursuant to Condition of Approval 8.6 below.

Representing mitigation for the Project impacts, the HM lands will be set aside under permanent conservation easement, and their management in perpetuity funded, by phase, in advance of the coincident development phase, in accordance with the Development/Mitigation Schedule presented in Table 1, below.

For the first development phase, prior to initiating ground- or vegetation-disturbing or other Covered Activities for that phase, the Permittee shall acquire and/or permanently preserve (e.g., transfer title or record conservation easements or purchase Covered Species credits from a CDFW-approved mitigation or conservation bank) a minimum amount of Covered Species habitat in the amounts summarized in Table 1 and as described in Condition of Approval 8.3 below, for the particular development phase under consideration. In addition to the requirement outlined immediately above, the Permittee shall deposit sufficient funds to manage the HM lands for the particular mitigation phase, with the required enhancement and endowment amount approved by CDFW for that mitigation phase as specified in Conditions of Approval 8.3, 8.4 and 8.5.

Prior to initiating the third and final development phase, the remainder of the 45 acres of HM lands shall be acquired and/or permanently protected (e.g., transfer title or record conservation easements) and the remaining required enhancement and endowment funds deposited in accordance with Conditions of Approval 8.3, 8.4 and 8.5 and Table 1, below. The acres of disturbance for each development phase shall not permanently impact a greater amount of acreage than summarized in Tables 1 and 2, for a maximum cumulative Project disturbance of 14.93 acres of permanent impacts to Covered Species habitat.

Table 1. Project Development/Mitigation Phase Schedule

Project Development Phase	Project Mitigation Phase
<i>Development of Phase 1 will involve permanent impacts to and construction in the development envelope encompassing a maximum of 3.7 acres of Covered Species habitat.</i>	<i>To mitigate for Development Phase 1-related impacts to the Covered Species, the Permittee will permanently protect and fund the perpetual management of - or shall purchase Covered Species credits from a CDFW-approved mitigation or conservation bank - a minimum of 12 acres of HM lands.</i>

Project Development Phase	Project Mitigation Phase
<i>Development Phase 2 will involve permanent impacts to and construction in the development envelope encompassing a maximum of 5.7 acres of Covered Species habitat.</i>	<i>To mitigate for Development Phase 2-related impacts to the Covered Species, the Permittee will permanently protect and fund the perpetual management of - or shall purchase Covered Species credits from a CDFW-approved mitigation or conservation bank - a minimum of 17 acres of HM lands.</i>
<i>Development Phase 3 will involve permanent impacts to and construction in the development envelope encompassing a maximum of 5.53 acres of Covered Species habitat.</i>	<i>To mitigate for Development Phase 3-related impacts to the Covered Species, the Permittee will permanently protect and fund the perpetual management of - or shall purchase Covered Species credits from a CDFW-approved mitigation or conservation bank - a minimum of 16 acres of HM lands.</i>
Not to exceed 14.93-acre disturbance	45 acres HM lands

11. Condition of Approval 8.1, on page 20, and Conditions of Approval 8.1.1 through 8.1.5, on pages 18 through 19, shall be amended to read:

Cost Estimates. CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands and restoration of temporarily disturbed habitat as follows.: ***The cost estimates are based on 2013 evaluations; therefore beginning January 1, 2014 the start-up costs, interim management funding, and long-term management funding shall be adjusted and increased annually for each Development Phase based on the most recent Gross Domestic Product Price Deflator (GDPPD), as published by the United States Bureau of Economic Analysis, until the time of deposit, in accordance with Condition of Approval 8.4.2 and 9.1 below.***

- 8.1.1. Land acquisition costs for HM lands identified in Condition of Approval 8.3 below, estimated at \$4,000.00/acre for ~~12~~ **45** acres: ~~\$48,000.00~~ **\$180,000**. Land acquisitions costs are estimated using local fair market current value for lands with habitat values meeting mitigation requirements;
- 8.1.2. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 8.3.5 below, estimated at ~~\$591.00/acre \$7,092.80~~ **\$26,595.00**;

8.1.3. Interim management period funding as described in Condition of Approval 8.3.6 below, estimated at **\$1,978.71/acre** ~~\$23,744.51~~ **\$89,041.91**;

8.1.4. Long-term management funding as described in Condition of Approval 8.4 below, estimated at \$35,828.40/acre for ~~12~~ **45** acres: ~~\$399,103.44~~ **\$1,612,278.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.

8.1.5. 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 \$5,000.00.

12. Condition of Approval 8.2, on page 19, shall be amended to read:

Covered Species Credits. Permittee shall purchase ~~24 acres of~~ Covered Species credits **for each phase, in the amounts specified in Table 2**, from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months **of the Performance Security deposit for that phase** ~~from the issuance of this ITP~~ if Security is provided pursuant to Condition of Approval 9 below.

13. Condition of Approval 8.4, on page 21, shall be amended to read:

Endowment Fund. 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 8.3.5. 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. ***For this ITP, which anticipates that the Endowment will be funded in phases, the interim management period for each mitigation phase is three years after deposit of that phase's funds; and funds will be available for long-term management and monitoring for each mitigation phase three years after that phase's funds were deposited.***

14. Condition of Approval 8.4.1, on page 22, shall be amended to read:

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 30 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 30-day period, the proposal shall be deemed consistent with Section 2081(b)(4). ***Once an Endowment Manager has been identified, the endowment amount has been calculated per Condition of Approval 8.4.2, and funds deposited per Condition of Approval 8.4.3 for the first mitigation phase, changes in the Endowment Manager for subsequent mitigation phases shall be allowed only with a revised endowment fund amount approved in advance and in writing by CDFW, calculated per Condition of Approval 8.4.2.;***

15. Condition of Approval 8.4.2, on page 22, shall be amended to read:

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). ***A separate PAR shall be prepared for the HM lands which are permanently protected for each mitigation phase approved by CDFW per Condition of Approval 8.3.1.*** The Permittee shall submit to CDFW for review and approval the results of the ***each*** PAR before transferring funds to the Endowment Manager. ***The cost estimates in the PAR are based on evaluations at the time the analysis is completed. In order to take into consideration the time lapse and inflationary influences between development of the PAR and the subsequent deposit of the endowment funds for each mitigation phase, the endowment costs for each mitigation phase shall be adjusted annually based on the most recent GDPPD. All calculations used to derive the newly adjusted endowment amount shall be submitted to the CDFW Regional Representative for written approval no less than 30 days prior to deposit into the Endowment Fund.***

16. Condition of Approval 8.4.2.2, on pages 22 through 23, shall be amended to read:

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

- 8.4.2.2.1. 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.
- 8.4.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding ***of each mitigation phase.***
- 8.4.2.2.3. 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.

- 8.4.2.2.4. ***Apportioning Costs Between Phases. The PAR shall identify costs by mitigation phase, and not simply pro-rate costs by acre. Certain costs may need to be allocated to the first mitigation phase, such as equipment purchasing/leasing; or to specific properties according to features of the property. Each mitigation phase's PAR shall be estimated such that stand-alone management, monitoring and reporting may occur.***

17. Condition of Approval 8.4.3, on page 23, shall be amended to read:

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 ***(and each phase of 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, ***and each phase of the 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.

18. Condition of Approval 9, on pages 23 through 24, shall be amended to read:

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 8 that has not been completed before Covered Activities begin ***in each development phase. The Permittee may provide CDFW with performance security for a particular development phase in the form of an irrevocable letter of credit or another form of security approved in advance in writing by CDFW's Office of General Counsel (Performance Security) for the preservation and perpetual management of the HM lands including Start-up Activities, Interim Management (Initial and Capital), and the Endowment Fund as described in Conditions of Approval 8.1 and 9 and the Performance Security Funding Schedule summarized in Table 2, below.***

Table 2. Performance Security Funding Schedule

Development Phase	Acreage of Impact	Minimum HM lands Preservation Acreage	Minimum Security Funding¹
1	3.7 acres	12 acres	\$513,777.31²
2	5.7 acres	17 acres	\$720,767.86
3	5.53 acres	16 acres	\$678,369.74
TOTAL	14.93 acres	45 acres	\$1,912,914.91

¹ *Minimum Performance Security funding pro-rated on the average estimated cost per acre of security for a minimum of 45 acres of HM lands including land acquisition, start-up, interim, and long-term management costs as identified in Condition of Approval 8.1. Minimum security funding is based on 2013 cost estimates. Beginning January 1, 2014 the minimum Performance Security funding shall be adjusted for each development phase in accordance with Condition of Approval 8.4.2.*

² *Phase 1 includes a \$5,000.00 account set up fee as identified in Condition of Approval 8.1.5.*

If the Performance Security option is used, the Permittee shall complete the permanent protection and funding for perpetual management of HM lands to offset impacts for that particular development phase, as described above, within 18 months of the effective date of CDFW receiving the Performance Security for that phase. All other phases shall also proceed in this manner if the Performance Security option is used. In other words, at no time may a development phase begin before one of the following have been satisfied: (1) the permanent protection and funding for perpetual management of the HM lands for the development phase is complete; or (2) Performance Security is provided to CDFW pursuant to Condition of Approval 9 below.

Permittee shall provide Security as follows:

- 9.1. **Security Amount.** The ***total Security for the Project as a whole (45 acres of HM lands)*** shall be in the amount of ~~\$492,940.75~~ ***\$1,912,914.91 in 2013 dollars.*** This amount is based on the cost estimates identified in Condition of Approval 8.1 above. ***Because the Project is phased, and separate Security may be deposited for each development phase, the Security amounts shown in Table 2 above shall increase annually as per the GDPPD until the time of Security posting as approved by CDFW. The Security amounts in Table 2 are based on the cost***

estimates identified in Condition of Approval 8.1 above. Security for the initial development phase shall be deposited with CDFW before Covered Activities begin or within 30 days of this ITP's effective date, whichever occurs first. Security for subsequent development phases shall be provided to CDFW before Covered Activities begin in those respective phases.

- 9.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (see Attachment 5) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 9.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin ***for each development phase as described in Condition of Approval 8 and shown in Table 2 above*** ~~or within 30 days after the effective date of this ITP, whichever occurs first.~~
- 9.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 9.5. Security Transmittal. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (see Attachment 6) or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.
- 9.6. 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.
- 9.7. Security Release. The Security (or any portion of the Security then remaining) shall be released to the Permittee 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 required acquisition, protection and transfer of all HM lands, ***provide a bill of sale for***

the purchase of conservation bank credits, and record any required conservation easements ***for each development phase*** no later than 18 months from ***the date on which Security was received by CDFW for each development phase of the Project*** ~~the effective date of this ITP~~. CDFW may require the Permittee to provide additional HM lands, ***additional Covered Species credits***, 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.

19. The Attachments, specified on 28, shall be amended to include the maps attached to this Amendment No. 1.

Attachments:

FIGURE 1	Location Map
FIGURE 2	<i>Phase 1 Project Map</i>
<i>FIGURE 3</i>	<i>Phase 2 Project Map</i>
<i>FIGURE 4</i>	<i>Phase 3 Project Map</i>
ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Desert Tortoise Exclusion Fence Guidelines
ATTACHMENT 3	Guidelines for Handling Desert Tortoises – Mojave Population and their Eggs
ATTACHMENT 4A, 4B	Habitat Management Lands Checklist; PLFAF Form
ATTACHMENT 5	Letter of Credit Form
ATTACHMENT 6	Mitigation Payment Transmittal Form

20. MMRP:

The corresponding MMRP Measure 23, page 6, regarding ITP Condition of Approval 8, shall be amended to read the same as above.

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

FINDINGS

Issuance of this Amendment will increase the amount of take of the Covered Species compared to the Project as originally approved; however, through an increase in the minimum number Covered Species credits that shall be purchased from a CDFW-approved mitigation and conservation bank, it is not expected that this

Amendment will increase Project impacts on these species (i.e., “impacts of taking” as used in Fish and Game Code Section 2081, subd. (b)(2)).

Discussion: This Amendment makes three specific changes to the ITP related to increased take of the Covered Species. First, this Amendment reflects a change in the number of acres permanently and temporarily impacted by Project activities. This change in take assessment is based on changes to the Project description resulting in 14.93 additional acres of permanent impacts to Covered Species habitat and 1 acre of temporary impacts to Covered Species habitat. As a result, this Amendment increases the minimum compensatory mitigation required under Condition of Approval 8 Habitat Management Land Acquisition and Restoration from 12 acres to 45 acres. Second, this Amendment more clearly details phasing of project development. Third, this Amendment allows for phasing of Habitat Management Land Acquisition in conjunction with project development phasing.

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

Discussion: CDFW determined in December 2013 that the Project, as approved, met the standards for issuance of an ITP under CESA. This determination included findings that, among other things, the impacts of the taking would be minimized and fully mitigated and that the Project would not jeopardize the continued existence of the Covered Species. Those findings are unchanged with respect to this Amendment because the Project and ITP as amended: (1) will have no effect on the severity of Project-related impacts on the Covered Species because of the requirement of purchase of additional Covered Species credits from a CDFW-approved mitigation or conservation bank and (2) does not substantively alter the measures that will be undertaken to minimize and mitigate previously authorized impacts on the Covered Species. Permittee’s continued adherence to and implementation of the avoidance and minimization measures set forth in the ITP’s Conditions of Approval and MMRP will minimize and fully mitigate impacts of the taking on the Covered Species.

None of the factors that would trigger the need for subsequent or supplemental environmental analysis of the Project under Public Resources Code section 21166 or California Code of Regulations, title 14, sections 15162 and 15163, exist as a result of this Amendment.

Discussion: CDFW issued the ITP in December 2013 as a responsible agency under the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.) after, among other things, considering the Environmental Impact Statement/Environmental Impact Reports (EIRs) adopted by the Los Angeles

Department of Water and Power as the lead agency for the Project. As explained in the findings below, CDFW finds for purposes of CESA that this Amendment represents a major change in the Project as originally approved. However, for the reasons explained above, CDFW concludes this Amendment is not a change in the Project that has the potential to create a new significant effect not previously analyzed, a substantial change in the circumstances under which the Project is being undertaken requiring major revisions to previous CEQA documents, or new information of substantial importance. As a result, CDFW finds that no additional subsequent or supplemental environmental review is required by CEQA as part of CDFW's approval of this Amendment.

CDFW finds that this Amendment is a Major Amendment, as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5).

Discussion: This Amendment allows an increase of the amount of authorized take and habitat impacts and allows the option to phase Habitat Management Land acquisition in conjunction with phased development, constituting a significant change in the scope of the Project. However, by requiring acquisition, protection, and perpetual management of additional Habitat Management land acreage it not expected that this Amendment will increase Project impact on the Covered Species over the long term. As described above, this Amendment requires additional compensatory mitigation and also modifies the ITP to reflect the increased acreage of Covered Species habitat impacted, the revised Project scope, as well as the proportional increase in the Permittee's mitigation obligations. Therefore, this Amendment will significantly modify the scope or nature of the permitted Project or activity, or the minimization, mitigation, or monitoring measures in the ITP. CDFW has determined that the change to the ITP constitutes a Major Amendment as defined in California Code of Regulations, title 14, section 783.6, subdivision (c)(5).

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

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

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

Major Amendment No. 1
Incidental Take Permit 2081-2013-067-04
LOS ANGELES DEPARTMENT OF WATER AND POWER
Barren Ridge Renewable Transmission Project: Barren Ridge Switching Station Expansion

Attachments:

ATTACHMENT 1 FIGURE 3 Phase 2 Project Map
ATTACHMENT 2 FIGURE 4 Phase 3 Project Map

APPROVED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

on

4/1/2021

DocuSigned by:

Anne Ferranti

041A77B10D78486...

for Julie A. Vance
Regional Manager
Central Region

ACKNOWLEDGMENT

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

By:

DocuSigned by:

Charles C. Holloway

740ADBE07EEF4E1...

Date:

4/2/2021

Printed Name: Charles C. Holloway

Title: Manager, Environmental Planning

Major Amendment No. 1
Incidental Take Permit 2081-2013-067-04
LOS ANGELES DEPARTMENT OF WATER AND POWER
Barren Ridge Renewable Transmission Project: Barren Ridge Switching Station Expansion

ATTACHMENT 1

FIGURE 3 Phase 2 Project Map

Barren Ridge Switching Station Expansion

Figure 3 - Phase 2 Project Area

Legend

- Phase 1
- Phase 2

Google Earth

© 2019 Google



700 ft

ATTACHMENT 2

FIGURE 4 Phase 3 Project Map

Figure 4 - Phase 3 Project Area

