



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4201  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

GAVIN NEWSOM, Governor  
CHARLTON H. BONHAM, Director



February 9, 2023

John Anson  
Paraclete High School  
42145 North 30<sup>th</sup> Street West  
Lancaster, CA 93536  
[JAnson@paracletehs.org](mailto:JAnson@paracletehs.org)

**Subject: Incidental Take Permit Application for Paraclete High School  
(ITP #2081-2022-087-05)**

Dear Mr. Anson:

Enclosed you will find an electronic copy of the incidental take permit for the above referenced Project, which has been digitally signed by the Department. Please read the permit carefully, sign the acknowledgement, and return the original **no later than 30 days from Department signature**, and prior to initiation of ground-disturbing activities. You may return a hard copy of the permit via mail to:

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

Alternatively, you may return an electronic copy of the permit with digital signature to [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov) and [R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov). Digital signatures shall comply with Government Code section 16.5.

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

The permit will not take effect until the signed acknowledgement is received by the Department. If you wish to discuss these instructions or have questions regarding the permit, please contact Victoria Tang, Senior Environmental Scientist (Supervisory), at [Victoria.Tang@wildlife.ca.gov](mailto:Victoria.Tang@wildlife.ca.gov) or (562) 233-6324.

Sincerely,

DocuSigned by:

*Edmund Pert*

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Edmund Pert  
Regional Manager  
South Coast Region

*Conserving California's Wildlife Since 1870*

John Anson  
Paraclete High School  
February 9, 2023  
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ec: CDFW  
Erinn Wilson-Olgin, Seal Beach – [Erinn.Wilson-Olgin@wildlife.ca.gov](mailto:Erinn.Wilson-Olgin@wildlife.ca.gov)  
Victoria Tang, Seal Beach – [Victoria.Tang@wildlife.ca.gov](mailto:Victoria.Tang@wildlife.ca.gov)  
Ruby Kwan-Davis, Seal Beach – [Ruby.Kwan-Davis@wildlife.ca.gov](mailto:Ruby.Kwan-Davis@wildlife.ca.gov)  
R5 CESA – [R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov)  
Wildlife CESA – [CESA@wildlife.ca.gov](mailto:CESA@wildlife.ca.gov)

D.A. Hogan & Associates, Inc.  
Robert Harding – [BobH@dahogan.com](mailto:BobH@dahogan.com)

Dudek  
Megan Enright – [Menright@dudek.com](mailto:Menright@dudek.com)

**Notice of Determination****- 1 -****To:**

☒ Office of Planning and Research  
 For U.S. Mail:  
 P.O. Box 3044  
 Sacramento, CA 95812-3044

**Street Address:**

1400 Tenth Street  
 Sacramento, CA 95814

**From:**

California Department of Fish and Wildlife (CDFW)  
 South Coast Region  
 3883 Ruffin Road, San Diego, CA 92123  
 Contact: Ruby Kwan-Davis  
 Phone: (562) 619-2230

Lead Agency (if different than CDFW)  
 City of Lancaster  
 Community Development Division  
 Contact: Cynthia Campana  
 Phone: (661) 723-6262

**SUBJECT: Filing of Notice of Determination pursuant to Public Resources Code § 21108**

State Clearinghouse Number: 2006021084

Project Title: Paraclete High School Project (California Endangered Species Act Incidental Take Permit No. 2081-2022-087-05 (ITP))

Project Location (include county): The Paraclete High School Project (Project) is located in the City of Lancaster, Los Angeles County. The Project is on approximately 22 acres, located on Assessor Parcel Numbers 3109-002-130 and 3109-002-116, and northwest of the intersection of West Avenue M and 30<sup>th</sup> Street West. The Project lies within the Lancaster West U.S. Geological Survey 7.5-minute quadrangle at Township 7 North, Range 12 West, Section 31.

Project Description: The Project will reconfigure and develop the 22-acre Project site with new athletic facilities. The Project will occur in two phases. The entire 22-acre Project site will be prepared and graded during Phase 1 to facilitate construction of new athletic facilities during Phase 1 and Phase 2. This Project includes the permanent protection and perpetual management of compensatory habitat. This Project will result in permanent impacts to 42 western Joshua trees (*Yucca brevifolia*) and 7.5 acres of habitat supporting western Joshua trees and seedbank. This Project is expected to result in incidental take of western Joshua tree, which is a species designated as candidate for listing as threatened pursuant to the California Endangered Species Act (CESA).

This is to advise that CDFW, acting as [☐ the lead agency / ☒ a responsible agency] approved the above-described project on 02/09/2023 and made the following determinations regarding the above-described project:

1. The project [☐ will / ☒ will not] have a significant effect on the environment (This determination is limited to effects within CDFW's permitting jurisdiction as a responsible agency).
  2. [☐ An environmental impact report / ☒ A negative declaration] was prepared by the lead agency for the original project.
  3. Additional mitigation measures [☒ were / ☐ were not] made a condition of CDFW's approval of the project.
  4. A mitigation reporting or monitoring plan [☒ was / ☐ was not] adopted by CDFW for this project.
  5. A Statement of Overriding Considerations [☐ was / ☒ was not] adopted by CDFW for this project.
  6. Findings [☐ were / ☒ were not] made by CDFW pursuant to Public Resources Code § 21081(a). CDFW did, however, adopt findings to document its compliance with CEQA.
  7. Compliance with the environmental filing fee requirement at Fish and Game Code § 711.4 (check one):  
☐ Payment is submitted with this notice.  
☒ A copy of a receipt showing prior payment was submitted to CDFW.
- ☒ Responsible Agency statement: The Negative Declaration prepared by the lead agency for the Project is available to the general public at the office location listed above for the lead agency. CDFW's administrative record of proceedings related to the incidental take permit is available to the public for review at CDFW's regional office.

DocuSigned by:

*Edmund Pert*

2/9/2023

Signature

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Date:

Edmund Pert, Regional Manager

Date Received for filing at OPR: \_\_\_\_\_



California Department of Fish and Wildlife  
South Coast Region 5  
3883 RUFFIN ROAD  
SAN DIEGO, CA 92123

California Endangered Species Act  
Incidental Take Permit No. 2081-2022-087-05

**PARACLETE HIGH SCHOOL PROJECT**

**I. 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 take<sup>1</sup> of any species of wildlife designated by the California Fish and Game Commission as an endangered, threatened, or candidate species.<sup>2</sup> However, CDFW may authorize the take of any such species by permit pursuant to the conditions set forth in Fish and Game Code section 2081, subdivisions (b) and (c). (See Cal. Code Regs., tit. 14, § 783.4).

<b>Permittee:</b>	<b>Paraclete High School</b>
<b>Principal Officer:</b>	<b>John Anson</b>
<b>Contact Person:</b>	<b>John Anson, (661) 810-5024</b>
<b>Mailing Address:</b>	<b>42145 North 30<sup>th</sup> Street West Lancaster, CA 93536</b>

**II. Effective Date and Expiration Date of this ITP:**

This ITP shall become effective when signed by all parties and received by CDFW as described in the Notices section of this ITP. Unless renewed by CDFW, this ITP and its authorization to take the Covered Species shall expire on **June 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 5.7 of this ITP.

<sup>1</sup>Pursuant 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".])

<sup>2</sup>The 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.

### III. Project Location:

The Paraclete High School Project (Project) is located in the City of Lancaster, Los Angeles County (Figure 1). The Project site is approximately 22 acres, located on Assessor Parcel Numbers 3109-002-130 and 3109-002-116, and northwest of the intersection of West Avenue M and 30<sup>th</sup> Street West. The Project site lies within the Lancaster West U.S. Geological Survey 7.5-minute quadrangle at Township 7 North, Range 12 West, Section 31. The Project site is partially developed with athletic facilities covering approximately 12 acres. Existing facilities include a natural turf field, a decomposed granite running track, and a natural turf baseball and softball field. The remaining 11 acres of the Project site is undeveloped, supporting desert flora and fauna as well as an intermittent stream channel.

**Figure 1. Paraclete High School Project Location**



### IV. Project Description:

The Project will reconfigure and develop the 22-acre Project site with new athletic facilities. The Project will occur in two phases (Figure 2).

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### Project Plan of Development

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During Phase 1, the Project will construct a new football stadium, baseball field, and running track; seating for approximately 1,500 spectators; sports field lighting system; and a new gravel parking lot to the south of the new football stadium. In support of these new facilities, the Project will construct new support structures, including a press box; modular restroom; utility lines and pipelines; internal access pathways for pedestrians and maintenance vehicles; and new landscaping. Phase 1 will include rough grading of approximately 9.85 acres for anticipated future improvements during Phase 2, which is anticipated to construct a new practice soccer field, varsity softball field, junior varsity baseball and softball fields, and additional parking. The entire 22-acre Project site will be prepared and graded during Phase 1 to facilitate construction of new athletic facilities during Phase 1 and Phase 2.

Phase 1 will include site preparation, grading, building construction, utility installation, paving, and finish surfaces.

#### Site Preparation

The Project will remove debris, organic materials, deleterious materials, and loose and unusable soils from the Project site prior to grading. Construction crews will use tractors/mowers, loaders, backhoes, and rubber-tired dozers to uproot and remove vegetation. Vegetation that is removed will be chipped/mulched and transported off site for disposal. Existing natural grass surfaces and topsoil will be salvaged and scarified, stockpiled, and reused on site in landscaping planting and natural turf areas.

#### Grading

Grading will follow site preparation. Construction crews will use heavy machinery, including bulldozers, track-hoe excavators, front-end loaders, dump trucks, motor graders, water trucks, and rollers for compaction.

#### Building Construction and Utility Installation

The Project will install underground utility lines after grading. To install utility lines, a backhoe will be used to create trenches, a tractor and other machinery will place the pipelines, and trenches will be backfilled. Utilities lines and pipelines will be constructed for potable water, sanitary sewer, storm drainage, electricity, and low voltage audio and speaker systems. After utility lines are installed, the Project will construct building foundations and place prefabricated buildings on the foundations. Elevated steel and aluminum bleacher structures will be constructed over a reinforced concrete pavement. Sports field lighting will be constructed. Light emitting diode (LED) lighting will be approximately 80 feet in height and will consist of steel poles on concrete foundations. Supplemental pedestrian lighting will be constructed, consisting of steel poles on concrete foundations with LED luminaires, to provide path-of-travel lighting to restroom facilities, parking, and school campus.

Paving

Pedestrian surfaces, roadways, and pavement surfaces will be constructed using pavers, paving equipment, and rollers. Lanes and parking spaces will be striped. Pedestrian surfaces will consist of concrete walkways to all facilities. Asphaltic concrete fire lanes will be constructed.

Finish Surfaces

The football stadium field will consist of a vertically drained, synthetic turf surface composed of polyurethane fibers tufted into a permeable backing. The football stadium field will be assembled and installed over a supplemental pad, permeable aggregate base, and subsurface drainage system. The subsurface drainage system will be directed to an on-site detection system.

The running track will be constructed of embedded and pigmented ethylene propylene diene monomer surface over a pigmented polyurethane and rubber base mat. The impervious running track surface will be installed and adhered to an asphaltic concrete base constructed over an aggregate base. The running track surface drainage will be collected into a continuous track slot drain, which will then be piped and connected to the on-site drainage/detention system.

The baseball field will be a natural turf surface, constructed through use of on-site salvaged topsoil. Infield and warning track areas will be a natural, granular surface consisting of a stabilized decomposed granite, with additional soil conditioners to make a playable surface. The perimeter of the baseball field will be fenced with chain link fencing and netting.

The remainder of the non-concrete or paved Project site surfaces will consist of landscape planting areas and future field areas to be constructed during Phase 2. The Project will salvage all topsoil on site to minimize import of new materials. A combination of grass seeding and tree planting will occur in accordance with City of Lancaster requirements.

Timeframe

Phase 1 is anticipated to start January 2023 and will last through fall of 2023.

**V. Covered Species Subject to Take Authorization Provided by this ITP:**

This ITP covers the following species:

<u>Name</u>	<u>CESA Status<sup>3</sup></u>
1. Western Joshua Tree ( <i>Yucca brevifolia</i> )	Candidate <sup>4</sup>

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

<sup>3</sup>Under CESA, a species may be on the list of endangered species, the list of threatened species, or the list of candidate species.

<sup>4</sup>The species status may change following the decision of the Fish and Game Commission to designate the species as threatened or endangered but if there is such a designation, the species will remain a Covered Species.

## VI. 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 removing individuals and roots, clearing vegetation, removing natural surfaces and topsoil, grading, digging and trenching, compacting dirt, placing fill, paving, and pouring concrete foundations (Covered Activities). Covered Activities expected to result in incidental take of individuals of the Covered Species during maintenance and monitoring of mitigation lands include controlling non-native vegetation; reducing fuel load; creating fire breaks; restoring habitat; and implementing adaptive management activities aimed at establishing individuals of the Covered Species and/or increasing seedling or juvenile survivorship.

Incidental take of individuals of the Covered Species in the form of mortality (“kill”) may occur as a result of Covered Activities such as removing mature and emergent individuals; eliminating and modifying habitat; and crushing and/or burying living seeds in the soil, rendering living seeds inviable and/or causing them to be killed. Incidental take of individuals of the Covered Species may also occur from the Covered Activities such as:

- 1) Increasing likelihood of mortality or vulnerability to competition or disease, or reducing fecundity by:
  - a. encroaching onto or disturbing the root zone;
  - b. reducing photosynthesis and evapotranspiration efficiency as a result of Project-related fugitive dust coating individuals of the Covered Species;
  - c. introducing and facilitating spread of invasive plants resulting in competition and increased fire risk; and,
  - d. changing habitat supporting individuals of the Covered Species, including vegetation characteristics, soil characteristics, and microclimate (e.g., temperature, humidity); and
- 2) Reducing number of individuals of the Covered Species recruited from seed by:
  - a. changing microclimate conditions necessary to support the mutualistic relationship between the Covered Species and its obligate pollinating moth (*Tegeticula synthetica*), leading to compromised sexual recruitment of new individual Covered Species;
  - b. potential mortality of *T. synthetica* during its dormancy within the soil or in its flight phase; and
  - c. mortality or disruption to the behavior of seed dispersing rodents leading to compromised seed dispersal.

The area where authorized take of the Covered Species is expected to occur is the entire 22-acre Project site (Project Area). Authorized take of the Covered Species is also expected to occur in the mitigation lands (See Condition of Approval 7). Within the Project Area, there are 42 individuals of the Covered Species. The Project is expected to take **42 individuals** of the Covered Species (Table 1 and Figure 3). The Project is expected to cause the permanent loss of no more than **7.5 acres** of

habitat supporting individuals and seedbank of the Covered Species<sup>5</sup> (Figure 3). Permanent habitat loss is associated with direct impacts on individuals of the Covered Species and seedbank.

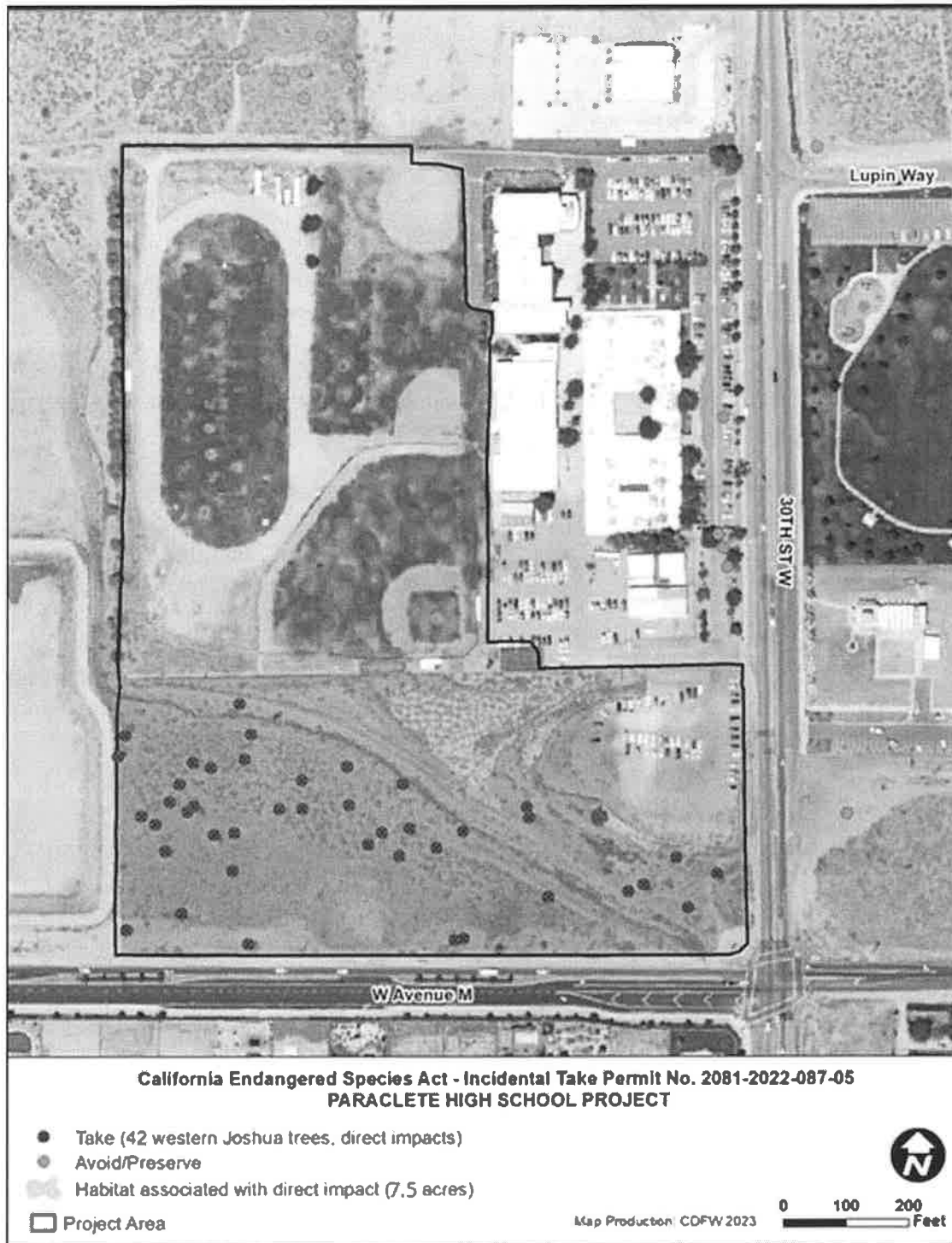
**Table 1.** Impacts of Taking on Individuals of the Covered Species in the Project Area

<b>Height of Covered Species</b>	<b>Take (Direct Impacts)</b>	
	<b># of individuals</b>	
	<b>nonclonal</b>	<b>clonal</b>
< 1 meter	0	0
Between 1 to 5 meters	21	8
> 5 meters	11	2
Total	32	10
Grand Total	42	

Impacts of the authorized taking also include adverse impacts on 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 increased competition from non-native invasive plants; increased fire risk; increased vulnerability to disease; and stress or injury to individuals of the Covered Species due to changes to habitat.

<sup>5</sup>This assessment was based on best available scientific information on western Joshua tree seed dispersal (Vander Wall et al., 2006). Impacts were assessed within a 186-foot radius around each western Joshua tree impacted by Covered Activities.

**Figure 3. Impacts of Taking on the Covered Species in the Project Area**



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## **VII. 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 and mitigation lands, take of Covered Species resulting from violation of this ITP, or intentional take of Covered Species.

## **VIII. Conditions of Approval:**

Unless specified otherwise, the following measures apply to all Covered Activities within the Project Area, including areas used for vehicular ingress and egress, staging and parking. 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 Initial Study/Mitigated Negative Declaration (SCH No.: 2006021084) adopted/certified by the City of Lancaster on March 20, 2006, as lead agency for the Project pursuant to the California Environmental Quality Act (CEQA) (Pub. Resources Code, § 21000 et seq.).
- 3. 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.
- 4. General Provisions:**
  - 4.1. 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.
  - 4.2. Designated Biologist(s), Biological Monitor(s), and/or Veterinarian(s).** Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of the Designated Biologist(s) and Biological Monitor(s) using the Biologist Resume Form Attachment 2 or another format containing the same information at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated

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Biologist(s) and Biological Monitor(s) are knowledgeable and experienced in the biology, natural history of the Covered Species. The Designated Biologist(s) and Biological Monitor(s) 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(s) and Biological Monitor(s) in writing before starting Covered Activities and shall also obtain approval in advance, in writing, if the Designated Biologist(s) or Biological Monitor(s) must be changed.

- 4.3. Designated Biologist Authority. To ensure compliance with the Conditions of Approval of this ITP, the Designated Biologist shall immediately stop any activity that does not comply with this ITP and/or order any reasonable measure to avoid the unauthorized take of an individual of the Covered Species. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of this ITP.
- 4.4. 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 prepare and distribute wallet-sized cards or a fact sheet handout containing this information for workers to carry in the Project Area. 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. 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.
- 4.5. Construction Monitoring Documentation. The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard

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copy or digital format 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 documentation is available for review at the Project site upon request by CDFW.

- 4.6. 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, ideally at daily intervals but at least once a week, to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.
- 4.7. 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.
- 4.8. 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.
- 4.9. Delineation of Property Boundaries. Before starting Covered Activities, Permittee in consultation with the Designated Biologist, 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.
- 4.10. Delineation of Habitat. Permittee in consultation with the Designated Biologist shall clearly delineate any habitat of the Covered Species within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of Covered Species' habitat. Permittee shall maintain all signs, fencing, stakes, and flags until the completion of Covered Activities.
- 4.11. 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. 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.

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- 4.12. 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 4.11 of this ITP.
- 4.13. 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.
- 4.14. 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.
- 4.15. Refuse Removal. Upon completion of Covered Activities, 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.

## 5. Monitoring, Notification and Reporting Provisions:

- 5.1. 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.
- 5.2. Notification of Non-compliance. The Designated Representative shall immediately notify CDFW if 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 follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with this ITP and suggested measures to remedy the situation.
- 5.3. Compliance Monitoring. The Designated Biologist shall be on-site daily for initial grading, removing vegetation, and removing natural surfaces and topsoil. Afterwards, the Designated Biologist shall be on-site once every two weeks until Covered Activities are complete. The Designated Biologist shall conduct compliance inspections to:
- (1) minimize incidental take of the Covered Species;
  - (2) prevent unlawful take of species;

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- (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 in the Project Area.

The Designated Biologist shall prepare daily written observation and inspection records summarizing oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by this ITP.

- 5.4. Monthly Compliance Report. The Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of this ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of this ITP's approval, the CDFW Regional Representative is Victoria Tang ([R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov)) and Headquarters CESA Program email is [CESA@wildlife.ca.gov](mailto: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.
- 5.5. 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 Monthly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (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.
- 5.6. 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.

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- 5.7. 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 Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of this ITP's Conditions of Approval in minimizing and fully mitigating Project impacts of the taking 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.
- 5.8. Notification of Take or Damage. Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or damaged by a Project-related activity, or if a Covered Species is otherwise found dead or damaged within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by email to Victoria Tang ([R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov)). The initial notification to CDFW shall include information regarding the location, species, and number of plants taken or damaged 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 plant or carcass, and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.
6. **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:
- 6.1. Designated Areas for Stockpiling Materials and Disposal. Permittee shall ensure that all fill to be used for the Project, as well as debris, organic materials, deleterious materials, and loose and unusable soils, are stockpiled only within the Project Area and a minimum of 50 feet away from individuals of the Covered Species adjacent to the Project Area.
- 6.2. Integrated Pest Management Plan. Permittee, in consultation with the Designated Biologist, shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced adjacent to the Project Area or proliferate as a result of Covered Activities. The IPM Plan shall address pests that include, but are not limited to, those species within and adjacent to the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council's (Cal-IPC) Invasive Plant

Inventory. The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter, spread, and/or proliferate in the Project Area and adjacent to the Project Area; management of stockpiles; identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of chemical control methods on individuals of the Covered Species, Covered Species habitat adjacent to the Project Area, the natural environment (see Preventing the Spread of Invasive Plants: Best Management Practices for Land Managers, Cal-IPC).

- 6.3. Weed-Free Materials. Permittee shall not use any non-native, invasive, and noxious species for landscaping or hydroseeding in the Project Area in order to protect the Covered Species and Covered Species habitat adjacent to the Project Area from the deleterious effects of non-native, invasive plants. Permittee shall not use any plant species listed on Cal-IPC's Invasive Plant Inventory nor any species listed in the California Department of Food and Agriculture's list of Noxious Weeds. Permittee shall procure certified weed-free materials, including but not limited to, landscape materials (plants, seed, sod, mulch, and soil amendments), erosion control materials (straw, fiber roll barriers, straw wattles, and mulch), and soil and aggregate (topsoil, fill, sand, and gravel). The Designated Biologist shall confirm procurement of weed-free materials before materials enter the Project Area.
- 6.4. Trenching. Permittee shall ensure that no trenching activities take place within 50 feet of the Covered Species during a storm event as soils around the root zone of individuals of the Covered Species may be more susceptible to erosion. Work within 50 feet of the Covered Species shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work within 50 feet of the Covered Species shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, trenching shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Trenching halted due to precipitation may resume when precipitation ceases and after a dry-out period of 48 hours for rain events. The Designated Biologist or Biological Monitor shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Trenching/excavation spoils and materials shall be confined to the Project Area.
- 6.5. Concrete Wash Out. Permittee shall ensure that concrete is contained locally in the wash out and does not contaminate soils within 50 feet of the Covered Species when pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete.

- 6.6. Hazardous Substances. Permittee shall prevent raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, from contaminating soils within 50 feet of the Covered Species. Permittee shall ensure that any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, are removed immediately.
- 6.7. Check Equipment for Leaks. Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents or other fluids that could contaminate soils supporting the Covered Species.
- 6.8. Spill Cleanup. Permittee shall immediately cleanup all spills per Condition of Approval 4.13. The Designated Biologist or Designated Representative shall notify CDFW immediately of any spills that may have contaminated the root system and/or habitat of the Covered Species.
- 6.9. Fire. Permittee shall ensure workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) are be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats in order to avoid impacts on individuals of the Covered Species and/or habitat of the Covered Species as a result of fire.

- 7. 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 from implementation of the Covered Activities. This determination is based on 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 protected acreage required to provide for adequate compensation.

To meet this requirement, the Permittee shall either purchase **15** acres of Covered Species credits from a CDFW-approved mitigation or conservation bank pursuant to Condition of Approval 7.2 below OR shall provide for both the permanent protection and management of **15** acres of Habitat Management (HM) lands pursuant to Condition of Approval 7.3 below and the calculation and deposit of the management funds pursuant to Condition of Approval 7.4 below. Purchase of Covered Species credits OR permanent protection and funding for perpetual management of HM lands 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 8 below for all uncompleted obligations.

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- 7.1. Cost Estimates. For the purposes of determining the Security amount, CDFW has estimated the cost sufficient for CDFW or its contractors to complete acquisition, protection, and perpetual management of the HM lands as follows:
- 7.1.1. Land acquisition costs for HM lands identified in Condition of Approval 7.3 below, estimated at \$10,600.00/acre for 15 acres: **\$159,000.00**. Land acquisitions costs are estimated using local fair market current value per acre for lands with habitat values meeting mitigation requirements;
  - 7.1.2. All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 7.3.1 and 7.3.2 below: **\$17,440.00**;
  - 7.1.3. Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 7.3.6 below, estimated at **\$72,397.00**; including
  - 7.1.4. Interim management period funding as described in Condition of Approval 7.3.7 below, estimated at **\$119,599.00**;
  - 7.1.5. Long-term management funding as described in Condition of Approval 7.4 below, estimated at \$61,067.34/acre for 15 acres: **\$916,010.00**. Long-term management funding is estimated initially for the purpose of providing Security to ensure implementation of HM lands management.
  - 7.1.6. 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 7.5, estimated at **\$6,000.00**.
  - 7.1.7. All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat. These costs include but are not limited to the cost of issuing a request for proposals, transaction costs, contract administration costs, and costs associated with monitoring the contractor's work, estimated at **\$75,000.00**.
- 7.2. Covered Species Credits. If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 15 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of this ITP if Security is provided pursuant to Condition of Approval 8 below. Prior to purchase of

Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of this ITP if Security is provided.

7.3. Habitat Management Lands Acquisition and Protection. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall:

7.3.1. Fee Title. 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 and manage the property provided that the district, organization, entity, or person meets the requirements of Government Code sections 65965-65968, as amended.

7.3.2. Conservation Easement. 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 elects not to be named as the grantee for 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 Civil Code sections 815-816, as amended, and Government Code sections 65965-65968, as amended and includes provisions expressly addressing Government Code sections 65966(j) and 65967(e). Because the "doctrine of merger" could invalidate the conservation interest, under no circumstances can the fee title owner of the HM lands serve as grantee for the conservation easement.

7.3.3. HM Lands Approval. Obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species;

7.3.4. HM Lands Documentation. Provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents (please contact CDFW for document list). 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;

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7.3.5. 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. The grantee for the conservation easement cannot serve as the interim or long-term manager without the express written authorization of CDFW in its sole discretion.

7.3.6. 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 A Guide and Annotated Outline for Writing Land Management Plans) (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;

7.3.7. 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 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.

7.4. Endowment Fund. If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then 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

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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 is permanently restricted to paying the costs of long-term management and stewardship of the mitigation property for which the funds were set aside, which costs include the perpetual management, maintenance, monitoring, and other activities on the HM lands consistent with this ITP, the conservation easement, and the management plan required by Condition of Approval 7.3.6. 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.

- 7.4.1. 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)(3) 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)(3).

- 7.4.2. Calculate the Endowment Funds Deposit. After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (PAR)) to calculate the amount of funding necessary to ensure the long-term management of the HM lands (Endowment Deposit Amount). Note that the endowment for the easement holder should not be included in this calculation. The Permittee shall submit to CDFW for review and approval the results of the endowment assessment before transferring funds to the Endowment Manager.
- 7.4.2.1. Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the endowment assessment and adjust for any additional administrative, periodic, or annual fees.
- 7.4.2.2. Endowment Buffers/Assumptions. Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment:
- 7.4.2.2.1. 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.
- 7.4.2.2.2. Three Years Delayed Spending. The endowment shall be established assuming spending will not occur for the first three years after full funding.
- 7.4.2.2.3. 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.
- 7.4.3. 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.
- 7.4.4. Management of the Endowment. 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.

Notwithstanding Probate Code sections 18501-18510, the Endowment Manager shall not make any disbursement from the Endowment that will result in expenditure of any portion of the principal of the endowment without the prior written approval of CDFW in its sole discretion. Permittee shall ensure that this requirement is included in any agreement of any kind governing the holding, investment, management, and/or disbursement of the Endowment funds.

Notwithstanding Probate Code sections 18501-18510, if CDFW determines in its sole discretion that an expenditure needs to be made from the Endowment to preserve the conservation values of the HM lands, the Endowment Manager shall process that expenditure in accordance with directions from CDFW. The Endowment Manager shall not be liable for any shortfall in the Endowment resulting from CDFW's decision to make such an expenditure.

- 7.5. Reimburse CDFW. Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of this ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.

**8. 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 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:

- 8.1. Security Amount. The Security shall be in the amount of **\$1,365,446.00** or in the amount identified in 7.1 specific to the obligation that has not been completed. This amount is determined by CDFW based on the cost estimates identified in Condition of Approval 7.1 above, sufficient for CDFW or its contractors to complete land acquisition, property enhancement, startup costs, initial management, long-term management, and monitoring.
- 8.2. Security Form. The Security shall be in the form of an irrevocable letter of credit (Attachment 3) or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.
- 8.3. Security Timeline. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of this ITP, whichever occurs first.
- 8.4. Security Holder. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.
- 8.5. Security Transmittal. Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form (Attachment 4) or by way of an approved instrument such as an

escrow agreement, irrevocable letter of credit, or other.

- 8.6. 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.
- 8.7. 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:

Credit Purchase

- Copy of Bill of Sale(s) and Payment Receipt(s) or Credit Transfer Agreement for the purchase of Covered Species credits; and
- Timely submission of all required reports.

Habitat Management Land Acquisition (HMLA)

- 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 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 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.

**IX. 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.

**X. Stop-Work Order:**

If CDFW determines the Permittee has violated any term or condition of this ITP or has engaged in unlawful take, CDFW may issue Permittee a written stop-work order instructing the Permittee to

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suspend any Covered Activity for an initial period of up to 30 days or risk suspension or revocation of this ITP. CDFW can issue a stop-work order 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, regardless of whether that species is a Covered Species under this ITP. 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 30 additional days.

If Permittee fails to remedy the violation or to comply with a stop-work order, CDFW may proceed with suspension and revocation of this ITP. 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.

**XI. 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.

**XII. Notices:**

The Permittee shall sign and return this ITP to CDFW. A manual or digital signature is acceptable, provided a digital signature complies with Government Code section 16.5. Digital signatures facilitated by CDFW will be automatically returned. Manual (wet) signatures on duplicate original paper copies shall be returned by the Permittee via 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, CA 94244-2090

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 (2081-2022-087-05) in a cover letter and on any other associated documents.

Original cover with attachment(s) to:

Ed Pert, Regional Manager  
California Department of Fish and Wildlife

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3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4210  
[Ed.Pert@wildlife.ca.gov](mailto:Ed.Pert@wildlife.ca.gov)

and a copy to:

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

Victoria Tang  
California Department of Fish and Wildlife  
3030 Old Ranch Parkway  
Suite 400  
Seal Beach, CA 90740  
(562) 233-6324  
[R5CESA@wildlife.ca.gov](mailto:R5CESA@wildlife.ca.gov)

### **XIII. 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, City of Lancaster. (See generally Pub. Resources Code, §§ 21067, 21069.) The lead agency's prior environmental review of the Project is set forth in the CUP 05-14 Paraclete High School Expansion Mitigated Negative Declaration and Initial Study (SCH No.: 2006021084)] that the City of Lancaster adopted for the CUP 05-14 Paraclete High School Expansion on March 20, 2006.

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 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

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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.

#### **XIV. 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, CUP 05-14 Paraclete High School Expansion Mitigated Negative Declaration and Initial Study, 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) Monthly 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 acreage required to provide for adequate compensation. Based on this evaluation, CDFW determined that the protection and management in perpetuity of 15 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, 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

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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.

**XV. Attachments:**

ATTACHMENT 1	Mitigation Monitoring and Reporting Program
ATTACHMENT 2	Biologist Resume Form
ATTACHMENT 3	Letter of Credit Form
ATTACHMENT 4	Mitigation Payment Transmittal Form

**ISSUED BY THE CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ON 02/09/2023**

DocuSigned by:  
*Edmund Pert*  
A87CE992DB57479...

Edmund Pert, Regional Manager  
South Coast Region

**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: *John W. Anson* Date: *10 FEB 2023*  
Printed Name: *John W. Anson* Title: *Principal*

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**Attachment 2**

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

**INCIDENTAL TAKE PERMIT NO. 2081-2022-087-05**

**PERMITTEE: Paraclete High School**

**PROJECT: Paraclete High School 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 California Incidental Take Permit (ITP) and in attachments to the ITP, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

**OBLIGATIONS OF PERMITTEE**

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

**VERIFICATION OF COMPLIANCE, EFFECTIVENESS**

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

## TABLE OF MITIGATION MEASURES

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

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
<b>BEFORE STARTING COVERED ACTIVITIES</b>					
1	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 #4.1	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
2	Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information of a biological monitor (Designated Biologist) at least 30 days before starting Covered Activities. Permittee shall ensure that the Designated Biologist is knowledgeable and experienced in the biology and natural history of the Covered Species. The Designated Biologist shall be responsible for monitoring Covered Activities to help minimize and fully mitigate or avoid the incidental take of individual Covered Species and to minimize disturbance of Covered Species' habitat. Permittee shall obtain CDFW approval of the Designated Biologist in writing before starting Covered Activities and shall also obtain approval in advance in writing if the Designated Biologist must be changed.	ITP Condition #4.2	At least 30 days before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
3	Permittee shall conduct an education program (Worker Environmental Awareness Program – WEAP) 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 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 include information about stopping the introduction and/or spread of non-native invasive plants. 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 #4.4	Before commencing ground- or vegetation-disturbing activities Entire Project; repeat at least once annually for long-term and/or permanent employees that will be conducting work in the Project Area	Permittee Designated Biologist	
4	Permittee shall initiate a trash abatement program before starting Covered Activities and shall continue the program for the duration of the Project. Permittee shall ensure that trash and food items are contained in animal-proof containers and removed at least once a week to avoid attracting opportunistic predators such as ravens, coyotes, and feral dogs.	ITP Condition #4.6	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
5	Permittee in consultation with the Designated Biologist, shall clearly delineate the boundaries of the Project Area with fencing, stakes, or flags. Permittee shall restrict all Covered Activities to within the fenced, staked, or flagged areas. Permittee shall maintain all fencing, stakes, and flags until the completion of Covered Activities in that area.	ITP Condition #4.9	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
6	Permittee in consultation with the Designated Biologist, shall clearly delineate individuals of the Covered Species and habitat preserved within the Project Area with posted signs, posting stakes, flags, and/or rope or cord, and place fencing as necessary to minimize the disturbance of individuals of the Covered Species and habitat. Permittee shall maintain all signs, fencing, stakes, and flags until the completion of Covered Activities.	ITP Condition #4.10	Before commencing ground- or vegetation-disturbing activities Entire Project	Permittee	
7	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 #5.1	14 days before commencing ground- or vegetation-disturbing activities	Designated Representative	
8	Permittee, in consultation with the Designated Biologist, shall submit to CDFW for its review and approval an Integrated Pest Management Plan (IPM Plan) before starting Covered Activities. The IPM Plan shall include measures to ensure that novel non-native invasive weed species and Argentine Ants (collectively, pests) are not introduced adjacent to the Project Area or proliferate as a result of Covered Activities. The IPM Plan shall address pests that include, but are not limited to, those species within and adjacent to the Project Area; those posing a threat to the Covered Species and desert plant communities; and those in the California Invasive Plant Council's (Cal-IPC) Invasive Plant Inventory. The IPM Plan shall address sources of pest introduction and establishment; measures to minimize the potential for pests to enter, spread, and/or proliferate in the Project Area and adjacent to the Project Area; management of stockpiles; Identification/Early Detection Rapid Response; methods to eradicate weeds prior to seed set; and Best Management Practices to avoid and minimize adverse effects of chemical control methods on individuals of the Covered Species, Covered Species habitat adjacent to the Project Area, the natural environment.	ITP Condition #5.2	Before commencing ground- or vegetation-disturbing activities	Permittee	
9	Permittee shall not use any non-native, invasive, and noxious species for landscaping or hydroseeding in the Project Area in order to protect the Covered Species and Covered Species habitat adjacent to the Project Area from the deleterious effects of non-native, invasive plants. Permittee shall not use any plant species listed on Cal-IPC's Invasive Plant Inventory nor any species listed in the California Department of Food and Agriculture's list of Noxious Weeds. Permittee shall procure certified weed-free materials, including but not limited to, landscape materials (plants, seed, sod, mulch, and soil amendments), erosion control materials (straw, fiber roll barriers, straw wattles, and mulch), and soil and aggregate (topsoil, fill, sand, and gravel). The Designated Biologist shall confirm procurement of weed-free materials before materials enter the Project Area.	ITP Condition #5.3	Before landscape materials, erosion control materials, and soil and aggregate enter the Project Area	Permittee Designated Biologist	
10	The Permittee shall provide 15 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank or shall provide for both the permanent protection and management of 15 acres of Habitat Management (HM) lands and the calculation and deposit of management funds. Purchase of Covered Species credits or permanent protection and funding for perpetual management of HM lands must be complete before starting Covered Activities, or within 18 months of the effective date of the ITP if Security is provided for all uncompleted obligations.	ITP Condition #7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
11	<p>CDFW has estimated the cost of acquisition, protection, and perpetual management of the HM lands as follows:</p> <ul style="list-style-type: none"> <li>i) Land acquisition costs for HM lands estimated at \$10,600.00/acre for 15 acres at <b>\$159,000.00</b>;</li> <li>ii) All other costs necessary to review and acquire the land in fee title and record a conservation easement as described in Condition of Approval 7.3.1 and 7.3.2: <b>\$17,440.00</b>;</li> <li>iii) Start-up costs for HM lands, including initial site protection and enhancement costs as described in Condition of Approval 7.3.6, estimated at <b>\$72,397.00</b>; including</li> <li>iv) Interim management period funding as described in Condition of Approval 7.3.7, estimated at <b>\$119,599.00</b>;</li> <li>v) Long-term management funding as described in Condition of Approval 7.4, estimated at \$61,067.34/acre for 15 acres: <b>\$916,010.00</b>.</li> <li>vi) 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 7.5, estimated at <b>\$6,000.00</b>.</li> <li>vii) All costs associated with CDFW engaging an outside contractor to complete the mitigation tasks, including but not limited to acquisition, protection, and perpetual funding and management of the HM lands and restoration of temporarily disturbed habitat, estimated at <b>\$75,000.00</b>.</li> </ul>	ITP Condition #7.1, 7.1.1, 7.1.2, 7.1.3, 7.1.4, 7.1.5, 7.1.6, and 7.1.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
12	If the Permittee elects to purchase Covered Species credits to complete compensatory mitigation obligations, then Permittee shall purchase 15 acres of Covered Species credits from a CDFW-approved mitigation or conservation bank prior to initiating Covered Activities, or no later than 18 months from the issuance of the ITP if Security is provided pursuant to Condition of Approval 8. Prior to purchase of Covered Species credits, Permittee shall obtain CDFW approval to ensure the mitigation or conservation bank is appropriate to compensate for the impacts of the Project. Permittee shall submit to CDFW a copy of the Bill of Sale(s) and Payment Receipt prior to initiating Covered Activities or within 18 months from issuance of the ITP if Security is provided.	ITP Condition #7.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) Obtain CDFW approval prior to purchase of Covered Species credits	Permittee	
13	If the Permittee elects to provide for the acquisition, permanent protection, and perpetual management of HM lands to complete compensatory mitigation obligations, then the Permittee shall transfer fee title of the HM lands to CDFW pursuant to terms approved in writing by CDFW.	ITP Condition #7.3.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
14	Permittee shall obtain CDFW written approval of any conservation easement before its execution or recordation.	ITP Condition #7.3.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
15	Permittee shall obtain CDFW written approval of the HM lands before acquisition and/or transfer of the land by submitting, at least three months before acquisition and/or transfer of the HM lands, documentation identifying the land to be purchased or property interest conveyed to an approved entity as mitigation for the Project's impacts on Covered Species.	ITP Condition #7.3.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
16	Permittee shall provide a recent preliminary title report, Phase I Environmental Site Assessment, and other necessary documents.	ITP Condition #7.3.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
17	Permittee shall designate both an interim and long-term land manager approved by CDFW. 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.	ITP Condition #7.3.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
18	Permittee shall 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; (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.	ITP Condition ITP Condition #7.3.6	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
19	Permittee shall 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 (see Condition of Approval 8.3) 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 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.	ITP Condition #7.3.7	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	
20	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). 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.	ITP Condition #7.4	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) After obtaining CDFW approval of the HM lands	Permittee	
21	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).	ITP Condition #7.4.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) After obtaining CDFW approval of the HM lands	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
22	After obtaining CDFW written approval of the HM lands, long-term management plan, and Endowment Manager, Permittee shall prepare an endowment assessment (equivalent to a Property Analysis Record (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 endowment assessment before transferring funds to the Endowment Manager.	ITP Condition #7.4.2	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) After obtaining CDFW approval of the HM lands	Permittee	
23	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.	ITP Condition #7.4.2.1	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) After obtaining CDFW approval of the HM lands	Permittee	
24	Permittee shall include in the endowment assessment assumptions the following buffers for endowment establishment and use that will substantially ensure long-term viability and security of the Endowment: i) A 10 percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. ii) The endowment shall be established assuming spending will not occur for the first three years after full funding. iii) 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.	ITP Condition #7.4.2.2, 7.4.2.2.1, 7.4.2.2.2, and 7.4.2.2.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) After obtaining CDFW approval of the HM lands	Permittee	

	<b>Mitigation Measure</b>	<b>Source</b>	<b>Implementation Schedule</b>	<b>Responsible Party</b>	<b>Status/ Date/ Initials</b>
25	Permittee shall transfer the long-term endowment funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above.	ITP Condition #7.4.3	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided) Upon CDFW approval of the Endowment Deposit Amount	Permittee	
26	Permittee shall reimburse CDFW for all reasonable costs incurred by CDFW related to issuance and monitoring of the ITP, including, but not limited to transaction fees, account set-up fees, administrative fees, title and documentation review and related title transactions, costs incurred from other state agency reviews, and overhead related to transfer of HM lands to CDFW.	ITP Condition #7.5	Before commencing ground- or vegetation-disturbing activities (or within 18 months of issuance of the ITP if Security is provided)	Permittee	

	Mitigation Measure	Source	Implementation Schedule	Responsible Party	Status/ Date/ Initials
27	<p>The Permittee may proceed with Covered Activities only after the Permittee has ensured funding (Security) to complete any activity required by Condition of Approval 7 that has not been completed before Covered Activities begin. Permittee shall provide Security as follows:</p> <ul style="list-style-type: none"> <li>i) <u>Security Amount</u>. The Security shall be in the amount of \$1,365,446.00. This amount is based on the cost estimates identified in Condition of Approval 7.1.</li> <li>ii) <u>Security Form</u>. The Security shall be in the form of an irrevocable letter of credit or another form of Security approved in advance in writing by CDFW's Office of the General Counsel.</li> <li>iii) <u>Security Timeline</u>. The Security shall be provided to CDFW before Covered Activities begin or within 30 days after the effective date of the ITP, whichever occurs first.</li> <li>iv) <u>Security Holder</u>. The Security shall be held by CDFW or in a manner approved in advance in writing by CDFW.</li> <li>v) <u>Security Transmittal</u>. If CDFW holds the Security, Permittee shall transmit it to CDFW with a completed Mitigation Payment Transmittal Form or by way of an approved instrument such as escrow, irrevocable letter of credit, or other.</li> <li>vi) <u>Security Drawing</u>. 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.</li> </ul> <p>Even if Security is provided, the Permittee must complete 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 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 #8, 8.1, 8.2, 8.3, 8.4, 8.5, and 8.6	Before commencing ground- or vegetation-disturbing activities or within 30 days after the effective date of the ITP (whichever occurs first)	Permittee	
28	<p>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:</p> <ul style="list-style-type: none"> <li>• Written documentation of the acquisition of the HM lands;</li> <li>• Copies of all executed and recorded conservation easements;</li> <li>• Written confirmation from the approved Endowment Manager of its receipt of the full Endowment; and,</li> <li>• Timely submission of all required reports.</li> </ul>	ITP Condition #8, 8.7	After CDFW conducts an on-site inspection and receives confirmation that all secured requirements have been satisfied	Permittee	

<b>DURING COVERED ACTIVITIES</b>					
29	To ensure compliance with the Conditions of Approval of the ITP, the Designated Botanist 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. Permittee shall provide unfettered access to the Project Area and otherwise facilitate the Designated Biologist in the performance of his/her duties. If the Designated Biologist is unable to comply with the ITP, then the Designated Biologist shall notify the CDFW Representative immediately. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with its contractors and/or the Designated Biologist that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take. Failure to notify CDFW of any non-compliance or take or injury of a Covered Species as a result of such agreement or contract may result in CDFW taking actions to prevent or remedy a violation of the ITP.	ITP Condition #4.3	Entire Project	Permittee Designated Biologist	
30	The Designated Biologist(s) and Biological Monitor(s) shall maintain construction-monitoring documentation on-site in either hard copy or digital format 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 documentation is available for review at the Project site upon request by CDFW.	ITP Condition #4.5	Entire Project	Designated Biologist Biological Monitor Permittee	
31	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 #4.7	Entire Project	Permittee	
32	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 #4.8	Entire Project	Permittee	
33	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. 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 #4.11	Entire Project	Permittee Designated Representative	
34	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 4.11 of the ITP.	ITP Condition #4.12	Entire Project	Permittee	
35	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 #4.13	Entire Project	Permittee	
36	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 #4.14	Entire Project	Permittee	

37	The Designated Representative shall immediately notify CDFW if 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 the MMRP. The Designated Representative shall follow up within 24 hours with a written report to CDFW describing, in detail, any non-compliance with the ITP and suggested measures to remedy the situation.	ITP Condition #5.2	Within 24 hours of non-compliance Entire Project	Designated Representative	
38	The Designated Biologist shall be on-site daily for initial grading, removing vegetation, and removing natural surfaces and topsoil. Afterwards, the Designated Biologist shall be on-site once every two weeks until Covered Activities are complete. The Designated Botanist shall conduct 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 in the Project Area. The Designated Biologist shall prepare daily written observation and inspection records summarizing: oversight activities and compliance inspections, observations of Covered Species and their sign, survey results, and monitoring activities required by the ITP.	ITP Condition #5.3	Entire Project	Designated Biologist	
39	The Designated Biologist shall compile the observation and inspection records identified in Condition of Approval 5.3 into a Monthly Compliance Report and submit it to CDFW along with a copy of the MMRP table with notes showing the current implementation status of each mitigation measure. Monthly Compliance Reports shall be submitted to the CDFW offices listed in the Notices section of the ITP and via e-mail to CDFW's Regional Representative and Headquarters CESA Program. At the time of the ITP's approval, the CDFW Regional Representative is Victoria Tang (R5CESA@wildlife.ca.gov) and Headquarters CESA Program email is CESA@wildlife.ca.gov.	ITP Condition #5.4	Monthly Entire Project	Designated Biologist	
40	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 Monthly Compliance Reports for that year identified in Condition of Approval 5.4; (2) a general description of the status of the Project Area and Covered Activities, including actual or projected completion dates, if known; (3) a copy of the table in the MMRP with notes showing the current implementation status of each mitigation measure; (4) an assessment of the effectiveness of each completed or partially completed mitigation measure in avoiding, minimizing and mitigating Project impacts; (5) all available information about Project-related incidental take of the Covered Species; (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 #5.5	No later than January 31 of every year Entire Project	Permittee	
41	The Designated Biologist shall submit all observations of Covered Species to CDFW's California Natural Diversity Database (CNDDB) 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 #5.6	Within 60 calendar days of the observation Entire Project	Designated Biologist	

42	Permittee shall immediately notify the Designated Biologist if a Covered Species is taken or damaged by a Project-related activity, or if a Covered Species is otherwise found dead or damaged within the vicinity of the Project. The Designated Biologist or Designated Representative shall provide initial notification to CDFW by email to Victoria Tang ( <a href="mailto:R5CESA@wildlife.ca.gov">R5CESA@wildlife.ca.gov</a> ). The initial notification to CDFW shall include information regarding the location, species, and number of plants taken or damaged 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 plant or carcass, and if possible, provide a photograph, explanation as to cause of take or damage, and any other pertinent information.	ITP Condition #5.8	Notify immediately and provide written report within two calendar days Entire Project	Permittee/ Designated Biologist	
43	Permittee shall ensure that all fill to be used for the Project, as well as debris, organic materials, deleterious materials, and loose and unusable soils, are stockpiled only within the Project Area and a minimum of 50 feet away from individuals of the Covered Species adjacent to the Project Area.	ITP Condition #6.1	Entire Project	Permittee	
44	Permittee shall ensure that no trenching activities take place within 50 feet of the Covered Species during a storm event as soils around the root zone of individuals of the Covered Species may be more susceptible to erosion. Work within 50 feet of the Covered Species shall only occur during periods of dry weather (with less than a 40 percent chance of rain). No work within 50 feet of the Covered Species shall occur during a precipitation event. Within at least 12 hours prior to the onset of precipitation, trenching shall cease, all associated erosion control measures shall be in place, and all motorized equipment and fueling materials shall be removed from areas where runoff from these items can be reasonably foreseen to come into contact with Covered Species. Trenching halted due to precipitation may resume when precipitation ceases and after a dry-out period of 48 hours for rain events. The Designated Biologist or Biological Monitor shall monitor the National Weather Service 72-hour forecast for the Project Area. Weather forecasts shall be documented and provided upon request by CDFW. Trenching/excavation spoils and materials shall be confined to the Project Area.	ITP Condition #6.4	Entire Project	Permittee Designated Biologist/ Biological Monitor	
45	Permittee shall ensure that concrete is contained locally in the wash out and does not contaminate soils within 50 feet of the Covered Species when pouring or working with wet concrete and washing materials/equipment that came in contact with the concrete.	ITP Condition #6.5	Entire Project	Permittee	
46	Permittee shall prevent raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances resulting from Covered Activities, from contaminating soils within 50 feet of the Covered Species. Permittee shall ensure that any of these materials, placed within or where they may impact individuals of the Covered Species, by any party working under the Permittee, or with the permission of Permittee, are removed immediately.	ITP Condition #6.6	Entire Project	Permittee	
47	Permittee shall ensure that construction equipment and vehicles operated in the Project Area are checked and maintained daily to prevent leaks of fuel, lubricants, solvents or other fluids that could contaminate soils supporting the Covered Species.	ITP Condition #6.7	Entire Project	Permittee	
48	Permittee shall immediately cleanup all spills per Condition of Approval 4.13. The Designated Biologist or Designated Representative shall notify CDFW immediately of any spills that may have contaminated the root system and/or habitat of the Covered Species.	ITP Condition #6.8	Entire Project	Permittee Designated Biologist/ Designated Representative	

49	Permittee shall ensure workers conducting activities with the potential to inadvertently cause a fire (e.g., excavating) are be equipped with an appropriate level of fire prevention and suppression equipment, such as fire extinguishers, backpack pumps filled with water, shovels, welding tents, shields, and/or fire-resistant mats in order to avoid impacts on individuals of the Covered Species and/or habitat of the Covered Species as a result of fire.	ITP Condition #6.9	Entire Project	Permittee	
<b>AFTER COVERED ACTIVITIES</b>					
50	Upon completion of Covered Activities, 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.	ITP Condition #4.15	Upon completion of Covered Activities	Permittee	
51	No later than 45 days after completion of all mitigation measures, Permittee shall provide CDFW with a Final Mitigation Report. The Designated Biologist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in the MMRP with notes showing when each of the mitigation measures was implemented; (3) all available information about Project-related incidental take of the Covered Species; (4) information about other Project impacts on the Covered Species; (5) beginning and ending dates of Covered Activities; (6) an assessment of the effectiveness of 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 #5.7	No later than 45 days after completion of all mitigation measures	Permittee Designated Biologist	

POST-PROJECT					
57	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 Botanist shall prepare the Final Mitigation Report which shall include, at a minimum: (1) a summary of all Monthly Compliance Reports and all ASRs; (2) a copy of the table in 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 #6,7	No later than 45 days after completion of mitigation	Permittee	

Project Name:  
LSA Agreement/ITP Number(s):



Department of Fish and Wildlife

**BIOLOGIST RESUME COVER SHEET****SUBMIT EACH RESUME AS A SEPARATE DOCUMENT**

Number of Resumes Included in Transmittal: \_\_\_\_\_

Name	Requested Role(s) <sup>1</sup>	Species/Resource(s)

<sup>1</sup> Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or California Endangered Species Act Incidental Take Permit (ITP). Roles may include a "Qualified Biologist" or "Designated Biologist" with the necessary experience to survey for special status species, or a "Biological Monitor" with the necessary experience to monitor construction activities for special status species. An individual may request more than one role.



Department of Fish and Wildlife

**BIOLOGIST RESUME FORM**

*This form requests information about the qualifications of the Qualified Biologist, Designated Biologist and Biological Monitor specified in California Endangered Species Act Incidental Take Permits (ITP) and Lake or Streambed Alteration (LSA) Agreements issued by California Department of Fish and Wildlife (CDFW).*

*Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.*

**SECTION I. NAME AND CONTACT INFORMATION**

Name:		Title:	
Company Name & Address:		Phone:	
		Email:	

**SECTION II. EDUCATION**

College/University & Degree Type Related to Natural Resource Science:	
Other Relevant Workshops & Training:	

**SECTION III. ROLE(S) AND PERMIT REQUIREMENTS**

Requested Role(s):	
Relevant LSA Agreement Measures or ITP Conditions <sup>2</sup> :	

**SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY**

*This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.<sup>3</sup> If more space is needed, add rows to this table. Provide details in Section 5.*

Species or Resource	Number of Field Seasons & Hours, Life Stages Observed <i>Provide project details in Section 5</i>	Life History Knowledge <i>Describe formal workshops &amp; training with dates, or informal training details</i>	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities <i>This form does not fulfill SCP, MOU, &amp; USFWS 10a1a reporting requirements</i>
Insert Species or Resource 1	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:		Issued to: Expiration: Agency contact:

<sup>2</sup> List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Qualified Biologist, Designated Biologist, or Biological Monitor).

<sup>3</sup> Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.

**Project Name:**  
**LSA Agreement/ITP Number(s):**

### SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS

*This section details experience from the three most recent and relevant projects for each species and resource identified in Section 4. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).*

<b>A. Species or Resource:</b>			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s) <sup>4</sup> :	
Survey Type(s) <sup>5</sup> :		Construction Monitoring <sup>6</sup> :	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB <sup>7</sup> (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

<sup>4</sup> Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued, describe the role based on the duties, e.g., "lead biologist with handling authorization" or "biological monitor."

<sup>5</sup> For example, pre-construction survey or description of the protocol or guideline followed.

<sup>6</sup> Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

<sup>7</sup> CNDDDB is the abbreviation for California Natural Diversity Database.

**Project Name:**  
**LSA Agreement/ITP Number(s):**

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

<b>B. Species or Resource:</b>			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

**Project Name:**  
**LSA Agreement/ITP Number(s):**

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

<b>C. Species or Resource:</b>			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 3 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:

Project Name:

LSA Agreement/ITP Number(s):

Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

**[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:* CESA Incidental Take Permit (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: CESA Incidental Take Permit (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 (REV.05/18/21)

**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.

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

**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: \_\_\_\_\_

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

Please send this form to [asbmitigation@wildlife.ca.gov](mailto:asbmitigation@wildlife.ca.gov)

