



**Resource Management
Agency
COUNTY OF TULARE
AGENDA ITEM**

BOARD OF SUPERVISORS

KUYLER CROCKER
District One
PETE VANDER POEL
District Two
AMY SHUKLIAN
District Three
EDDIE VALERO
District Four
DENNIS TOWNSEND
District Five

AGENDA DATE: September 10, 2019

Public Hearing Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Published Notice Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Advertised Published Notice	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Meet & Confer Required	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Personnel Resolution attached	Yes	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes	<input checked="" type="checkbox"/>	N/A	<input type="checkbox"/>
CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010				

SUBJECT: Agreement with Sequoia Riverlands Trust for the Balch Park Road over Rancheria Creek Bridge Revegetation Project

REQUEST(S):
That the Board of Supervisors:

1. Approve an agreement in the amount of \$100,648 with Sequoia Riverlands Trust to perform environmental mitigation for the Balch Park Road over Rancheria Creek Bridge Project (Springville), for the period of September 10, 2019 to June 30, 2027; and
2. Authorize the Chairman of the Board of Supervisors to sign the agreement on behalf of the County of Tulare.

SUMMARY:
On April 5, 2019, Tulare County received federal authorization to proceed with the environmental mitigation phase of the Balch Park Road over Rancheria Creek Bridge Project (Project). This includes off-site revegetation and restoration as mitigation for permanent impacts (i.e. removal) to trees resulting from clearing performed during bridge construction.

With completion of demolition and clearing/grubbing for bridge construction, off-site revegetation and restoration is scheduled to begin in November of 2019. In accordance with California Department of Fish and Wildlife (CDFW) permit requirements, the off-site revegetation and restoration phase will require an establishment period of approximately 5 years. Due to the limited availability of on-site space, the County has selected the Sequoia Riverlands Trust (SRT) Blue Oak Ranch Preserve for the off-site restoration efforts. Located approximately 1 mile from

SUBJECT: Agreement with Sequoia Riverlands Trust for the Balch Park Road over Rancheria Creek Bridge Revegetation Project
DATE: September 10, 2019

the Project site, the preserve is within the Project's watershed and has been approved by CDFW.

SRT will be responsible for all site preparation, irrigation, planting and monitoring needed to establish the proposed restoration area. County staff will provide oversight of the restoration efforts and review of yearly monitoring reports to CDFW.

Please note that this agreement provides mutual indemnification as required by SRT.

Once this agreement is executed, SRT can initiate off-site mitigation required for this project. The agreement will have a term limit of approximately 8 years to allow for supplemental restoration efforts (i.e. additional planting and restoration) in case of drought, disease or foraging animals. It is estimated that the total for off-site mitigation will cost up to \$147,000, including staff management, review and coordination efforts with CDFW.

FISCAL IMPACT/FINANCING:

No Net County Cost.

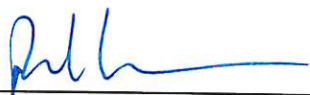
The Highway Bridge Program will fund this project at a 100% reimbursement ratio with the use of "toll credits" (no local match required).

County Road Funds will be used to fund this Project, but will be fully reimbursed by Federal Highway Bridge Program funds.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

This project will promote quality of life by restoring natural habitat and improving the quality of the environment that was impacted by the bridge construction project.

ADMINISTRATIVE SIGN-OFF:



Reed Schenke, P.E.
Director

cc: County Administrative Office

Attachment(s) Attachment A – Vicinity Map
Attachment B – Agreement with Sequoia Riverlands Trust

**BEFORE THE BOARD OF SUPERVISORS
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF AGREEMENT WITH) Resolution No. _____
SEQUOIA RIVERLANDS TRUST FOR THE) Agreement No. _____
BALCH PARK ROAD OVER RANCHERIA)
CREEK BRIDGE REVEGETATION)
PROJECT)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD SEPTEMBER 10, 2019,
BY THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

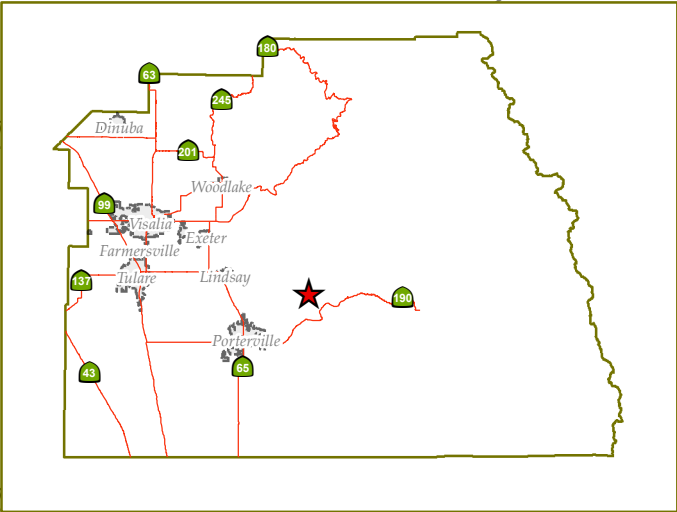
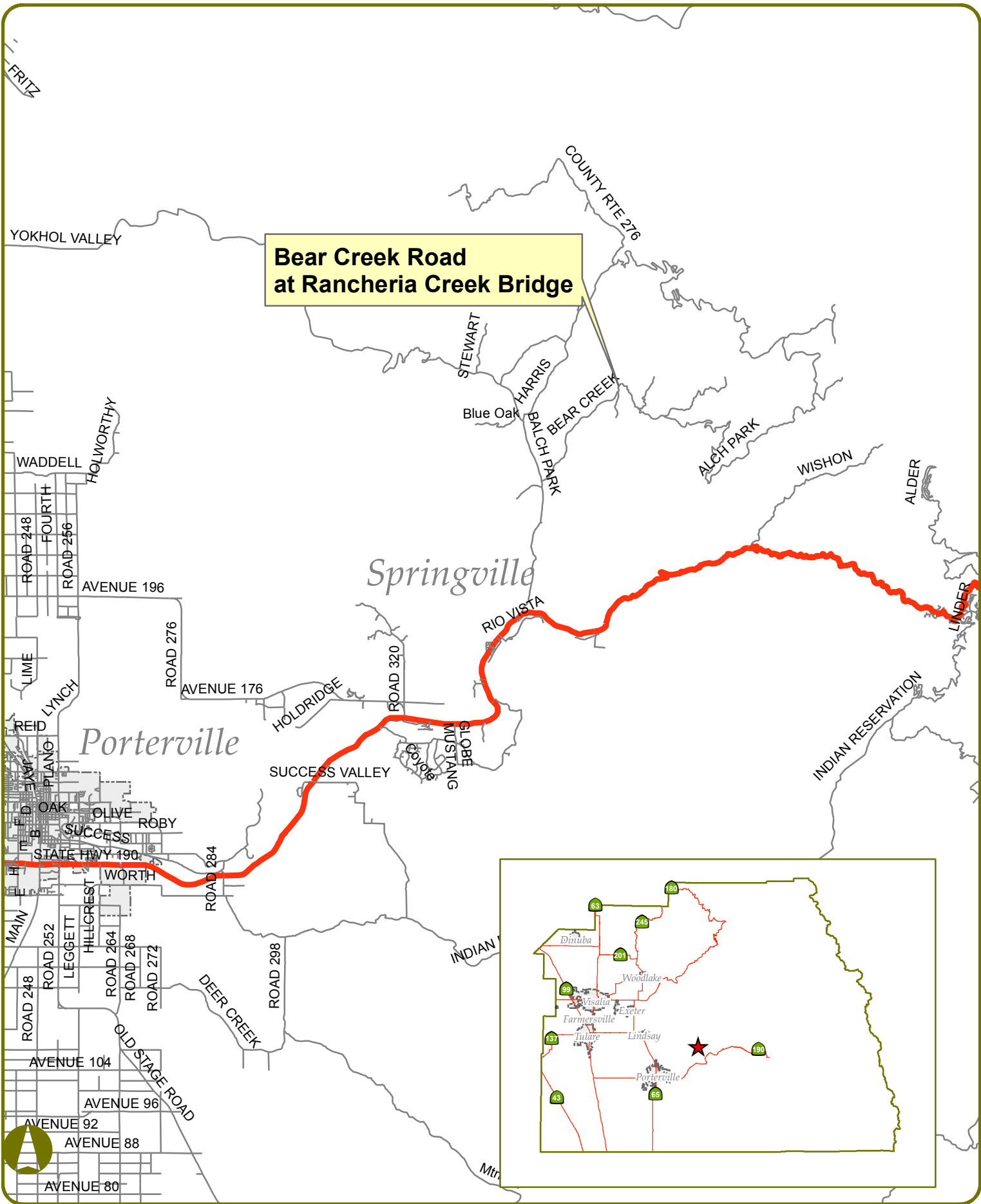
BY: _____
Deputy Clerk

* * * * *

1. Approved an agreement in the amount of \$100,648 with Sequoia Riverlands Trust to perform environmental mitigation for the Balch Park Road over Rancheria Creek Bridge Project (Springville), for the period of September 10, 2019 to June 30, 2027; and
2. Authorized the Chairman of the Board of Supervisors to sign the agreement on behalf of the County of Tulare.

Attachment A

Vicinity Map



Attachment B
Agreement with Sequoia
Riverlands Trust

AGREEMENT FOR ENVIRONMENTAL MITIGATION SERVICES

Bear Creek Road over Rancheria Creek Bridge Project

This AGREEMENT is entered into by and between **Sequoia Riverlands Trust** (hereinafter called “SRT”), a California non-profit public benefit corporation, and the **County of Tulare** (hereinafter called “COUNTY”), a political subdivision of the State of California, jointly referred to as the “Parties.” The Effective Date of this AGREEMENT shall be the date when it has been signed by authorized representatives of both Parties.

RECITALS

- A. **WHEREAS**, the COUNTY is required to provide off-site mitigation for riparian habitat impacts of the Bear Creek Road over Rancheria Creek Bridge Project (the “Project”) as described in Chapter 2 of the August 2018 Bear Creek Road Bridge Replacement Project Final Revegetation Plan (the “Plan”) prepared for the COUNTY by Dokken Engineering, and attached as Exhibit A; and
- B. **WHEREAS**, the California Department of Fish and Wildlife (CDFW) and the U.S. Army Corps of Engineers have authorized the COUNTY to accomplish the required off-site riparian mitigation by compensating for permanent loss of trees within riparian habitat by planting locally native species within the Blue Oak Ranch Preserve owned by SRT in Tulare County, California; and
- C. **WHEREAS**, SRT is a publicly supported, California tax-exempt nonprofit organization qualified under Sections 501(c)(3) and 170(h) of the Internal Revenue Code, whose primary mission is to inspire love and lasting protection for important lands in California's heartland and the southern Sierra Nevada and San Joaquin Valley by working to conserve it for the prosperity and enjoyment of future generations; SRT is accredited by the Land Trust Alliance, and is approved by the California Department of Fish and Wildlife to hold mitigation lands under Government Code Section 65965-65968 as amended.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1) SRT hereby agrees to:
 - a) Provide a designated restoration site (hereinafter referred to as “Restoration Area”) located along the banks of Sycamore Creek within the permanently protected 928-acre Blue Oak Ranch Preserve, in accordance with Chapter 3, and illustrated in Figure 5, of the Plan ; and
 - b) Restore native riparian habitat within the Restoration Area in accordance with Chapter 3.3 of the Plan; and
 - c) Manage, monitor and maintain the restoration plantings for a period of five (5) years, in accordance with Section 5.1 of the Plan, or potentially longer if corrective actions are required under 5.1.3; and
 - d) Submit annual monitoring reports during the term of this AGREEMENT to the COUNTY by November 30 of each year, and to CDFW by December 31 of each year, for a minimum period of five (5) years in accordance with Section 5.2 of the Plan; and
 - e) Promptly invoice the COUNTY, upon execution of this AGREEMENT, for the lump sum specified in Section 2(a) of this AGREEMENT; and
 - f) Submit periodic (quarterly at a minimum) payment requests to the COUNTY during the maintenance and monitoring period for payment from COUNTY in accordance with Section 2(b) of this AGREEMENT.

2) COUNTY hereby agrees to:

- a) Pay SRT a lump sum of \$22,353 within 30 days of receiving an invoice from SRT. This lump sum payment is compensation for designing and installing plantings and related infrastructure in the Restoration Area.
- b) Make progress payments to SRT as follows, for maintaining and monitoring the Restoration Area during the period between initial installation (of plantings and infrastructure) and agency confirmation that the success criteria for offsite riparian mitigation have been achieved (an estimated period of five years):
- c) Payments made to SRT during the initial 5 year period shall not exceed a total of \$78,295 (in addition to the amount paid under 2(a) above), as detailed in Exhibit B, provided there is no change from the requirements currently specified in the Plan that necessitate an increased scope of services; and provided that extraordinary circumstances beyond SRT's control, such as extended drought or severe vandalism, do not prevent SRT from meeting the success criteria within five (5) years of initial installation. SRT shall obtain written approval in advance from the COUNTY to perform any additional services necessitated by changes in scope of services or occurrence of extraordinary circumstances described above. SRT shall not be required to perform any services under this AGREEMENT that are not approved and funded by the COUNTY.
- d) Progress payments shall be made to SRT on a reimbursement basis within 30 days of the COUNTY receiving a payment request from SRT with format and content acceptable to the COUNTY.
- e) COUNTY shall deliver all payments to the following address, and shall include :

Sequoia Riverlands Trust
427 S. Garden Street
Visalia, CA 93277

- f) COUNTY shall include a notation with each payment that it is for "Mitigation Services for the Bear Creek Road over Rancheria Creek Bridge Project."

COUNTY shall be responsible for obtaining agency confirmation from CDFW that the success criteria have been met and for delivering notice of said agency confirmations to SRT in a timely manner.

- 3) The Restoration Area shall be non-transferable and non-assignable, except if the transferee is an entity qualified to hold mitigation lands under Government Code Section 65965-65968 as amended and expressly assumes all SRT's obligations under this Agreement. SRT will give notice to COUNTY 60 days prior to any such transfer or assignment. The Restoration Area shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.
- 4) Except as may otherwise be required by law, any notice to be given shall be written and shall be either personally delivered, or sent by first class mail, postage prepaid and addressed as follows:

SEQUOIA RIVERLANDS TRUST
427 South Garden Street
Visalia, California 93277

TULARE COUNTY RESOURCE MANAGEMENT AGENCY
ATTENTION: Assistant RMA Director – Public Works
5961 South Mooney Boulevard
Visalia, CA 93277

5) Other Provisions:

- a) This AGREEMENT may not be modified or amended except by a writing executed by all parties.
- b) The parties agree to execute such other documents and perform such other acts as may be necessary to carry out the purposes of this AGREEMENT.
- c) If any term, covenant or condition of the AGREEMENT or its application to any person or circumstances shall be held to be invalid or unenforceable, the remainder of the AGREEMENT and the application of such term or provision to other persons or circumstances shall not be affected, and each term hereof shall be valid and enforceable to the fullest extent permitted by law. The terms of this provision survive termination of this AGREEMENT.
- d) This AGREEMENT may be executed in any number of original counterparts, all of which evidence only one AGREEMENT.
- e) The AGREEMENT shall be governed by the laws of California.
- f) Time is of the essence for the payment and performance of all obligations under the AGREEMENT.
- g) Each of the individuals executing the AGREEMENT on behalf of a party individually represents and warrants that he or she has been authorized to do so and has the power to bind the party for whom they are signing.
- h) Each party shall comply with all applicable laws, rules, regulations, orders, consents and permits in the performance of all of their obligations under this AGREEMENT.
- i) This AGREEMENT, and all attached exhibits, constitute a complete statement of the responsibilities and commitment of both parties.

6) TERM: This AGREEMENT will commence upon mutual execution by the parties and will remain in effect until June 30, 2027 or until termination by either party.

7) INDEMNIFICATION:

- a) SRT shall hold harmless, defend and indemnify COUNTY, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including COUNTY property (“Claims”), arising from, or in connection with, the performance by the SRT or its agents, officers and employees under this AGREEMENT. This indemnification specifically includes any Claims that may be made against COUNTY by any taxing authority asserting that an employer-employee relationship exists between COUNTY and SRT or SRT’s volunteers, employees or contractors by reason of this AGREEMENT, any Claims made against the COUNTY alleging civil rights violations by SRT under Government Code sections 12920 et seq. (California Fair Employment and Housing Act) and any fines or penalties imposed on COUNTY for SRT’s failure to file EDD Form DE-542, “Report of Independent Contractor(s)”, when

required by law. This indemnification obligation shall survive the expiration or termination of this AGREEMENT as to any acts or omissions occurring during the term of this AGREEMENT or extension thereof.

- b) COUNTY shall hold harmless, defend and indemnify SRT, its agents, officers and employees from and against any Claims arising from, or in connection with, performance by the COUNTY or its agents, officers and employees under this AGREEMENT, including Claims arising from entry on SRT's property by the COUNTY or its agents, officers and employees under this AGREEMENT, any Claims made against SRT alleging civil rights violations by COUNTY under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on SRT for COUNTY's failure to file EDD Form DE-542, "Report of Independent Contractor(s)", when required by law. This indemnification obligation shall survive the expiration or termination of this AGREEMENT as to any acts or omissions occurring during the term of this AGREEMENT or extension thereof.
- 8) INSURANCE: Prior to approval of this agreement by the COUNTY, Sequoia Riverlands Trust shall file with the Clerk of the Board of Supervisors, evidence of the insurance in accordance with Exhibit C which outlines the minimum scope, specifications and limits of insurance required under this AGREEMENT. Additional insured endorsements required as outlined in Exhibit C shall not be used to reduce limits available to COUNTY as an additional insured from the Sequoia Riverlands Trust's full policy limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be considered a material breach of this agreement.
- 9) THIRD PARTY RIGHTS: Unless specifically set forth herein, the parties to this AGREEMENT do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 10) TERMINATION:
- a) COUNTY may terminate this AGREEMENT without cause by giving thirty (30) days' prior written notice to SRT of its intention to terminate under this provision, specifying the date of termination. In addition, COUNTY may terminate this AGREEMENT immediately with written notice specifying the date of termination based on:
 - i) Material misrepresentation, either by SRT or anyone acting on SRT's behalf, as to any matter related in any way to COUNTY'S retention of SRT, or
 - ii) Other misconduct or circumstances that, in the sole discretion of COUNTY, either impairs the ability of SRT to competently provide the services under this AGREEMENT, or exposes COUNTY to an unreasonable risk of liability.
 - b) Either Party may terminate this AGREEMENT immediately, by written notice to the other Party specifying the date of termination, should the other Party:
 - i) Be adjudged a bankrupt; or
 - ii) Become insolvent or have a receiver appointed; or
 - iii) Make a general assignment for the benefit of creditors; or
 - iv) Suffer any judgment that remains unsatisfied for 30 days, and that would substantively impair the ability of the judgment debtor to perform under this AGREEMENT.

- c) If either party breaches this AGREEMENT by materially failing to perform according to the terms and conditions of this AGREEMENT, the non-breaching party shall give the breaching party written notice specifying the breach. If the breach is not remedied to the reasonable satisfaction of the non-breaching party within a 5-day period, then the non-breaching party may terminate this AGREEMENT on further written notice specifying the date of termination. If the nature of the breach is such that it cannot be cured within a 5- day period, then the breaching Party may submit a written proposal within that period which sets forth a specific means to resolve the breach. If the non-breaching Party consents to that proposal in writing, which consent may not be unreasonably withheld, then the breaching Party must immediately embark on its plan to cure the breach. If the breach is not cured within the time agreed, then the non-breaching Party may terminate this AGREEMENT upon written notice specifying the date of termination.
- d) If this AGREEMENT is terminated under this Section 10, SRT will be entitled to payment for any services rendered through the date of termination and shall have no further obligation to maintain the restoration plantings.

11) EFFECT OF TERMINATION; SURVIVAL OF OBLIGATIONS: Neither party shall have any further obligation under this AGREEMENT following expiration or termination of the AGREEMENT, except as expressly set forth herein. The obligations to indemnify or to make any reports of pre-termination contract activities shall survive such termination or expiration.

THE PARTIES, having read and considered the above provisions, indicate their **AGREEMENT** by their authorized signatures below.

COUNTY OF TULARE

Date: _____

BY _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

SEQUOIA RIVERLANDS TRUST

Date: 7/21/19

By Angie McEnty MacShalland
Title

Approved as to Form
County Counsel

By [Signature]
Deputy 20191239

Date _____

EXHIBIT A
FINAL REVEGETATION PLAN

[Attached On The Next Page]

Bear Creek Road Bridge Replacement Project Final Revegetation Plan



Prepared by:

Dokken Engineering
110 Blue Ravine Road, Suite 200
Folsom, CA 95630

Prepared for:

Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, California 93277

And

Sequoia Riverlands Trust
427 S. Garden Street
Visalia, California 93277

August 2018

Summary

Tulare County (County), in cooperation with the California Department of Transportation (Caltrans), proposes to replace the existing un-signalized, bi-directional, one-lane bridge crossing on Bear Creek Road over Rancheria Creek (Bridge No. 46C-0162) with a two-lane bridge structure to provide improved safety and operations on the facility. The bridge is located northeast of the Community of Springville within Tulare County, California.

Jurisdictional waters of the U.S. and state are located within the project area, and construction of the project is anticipated to have permanent and temporary impacts the waters of the U.S. and valley foothill riparian habitat under jurisdiction of the California Department of Fish and Wildlife (CDFW). The project has been designed to minimize temporary and permanent impacts to jurisdictional waters to the maximum extent practicable. Prior to construction, regulatory permits would be obtained from USACE, CDFW, and RWQCB. Project mitigation measures and Best Management Practices (BMPs) would be incorporated into the design to minimize construction impacts to jurisdictional waters within the Project and regional water quality.

Pursuant to the project's approved CDFW Streambed Alteration Agreement (SAA), the County will compensate for permanent loss of three (3) trees within riparian habitat by planting locally native species at an off-site restoration site within the project's watershed. Off-site restoration efforts will occur within the Sequoia Riverlands Trust (SRT) Blue Oak Ranch Preserve. Located approximately 1 mile from the Project site, this 928-acre nature preserve includes blue oak woodland, chaparral and riparian woodland, within the North Tule River Watershed.

This Final Revegetation Plan provides a description of the off-site restoration site, including current biological conditions, topography, soils, and present and proposed land use in the vicinity. Additionally, the Final Revegetation Plan provides plant installation guidelines, installation methods, post restoration maintenance, and long-term monitoring with success criteria pursuant to the CDFW SAA.

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Abbreviations

Caltrans	California Department of Transportation
CDFW	California Department of Fish and Wildlife
County	Tulare County
DBH	diameter breast height
NRCS	Natural Resources Conservation Service
SAA	Streambed Alteration Agreement
SRT	Sequoia Riverlands Trust

Chapter 1. Introduction and Project Description

1.1. Introduction

Tulare County (County), in cooperation with the California Department of Transportation (Caltrans), proposes to replace the existing un-signalized, bi-directional, one-lane bridge crossing on Bear Park Road over Rancheria Creek (Bridge No. 46C-0162) with a two-lane bridge structure to provide improved safety and operations on the facility (Figure 1 Project Vicinity; Figure 2 Project Location).

The bridge is located in the northeast of the Community of Springville within Tulare County. The existing bridge was constructed in 1954 and is not eligible for the National Register of Historic Places. The structure is one lane, single span, cast-in-place reinforced concrete deck on steel beam superstructure bridge supported on reinforced concrete abutments. The bridge measures approximately 32 feet in total length with a total width of 11 feet-6 inches and clear width between curbs of 11 feet.

The bridge is used by local residents, recreational and forestry vehicles including logging trucks, buses and RVs. The bridge qualifies for replacement funding because it has a sufficiency rating of 78.6 and is flagged as functionally obsolete due to the low deck geometry rating. Improvements are needed to provide improved safety and operations on the facility. The existing bridge is a fracture critical structure.

Temporary construction easements are needed throughout the project area as construction staging would take place within County right-of-way and adjacent privately-owned parcels. Right-of-way acquisitions are anticipated.

The total estimated cost to implement the Build Alternative is approximately \$2.0 million. This project is included in the Fiscal Years 2013/beyond 2018 Federal Transportation Improvement Program and is funded through the Federal Highway Bridge Program.

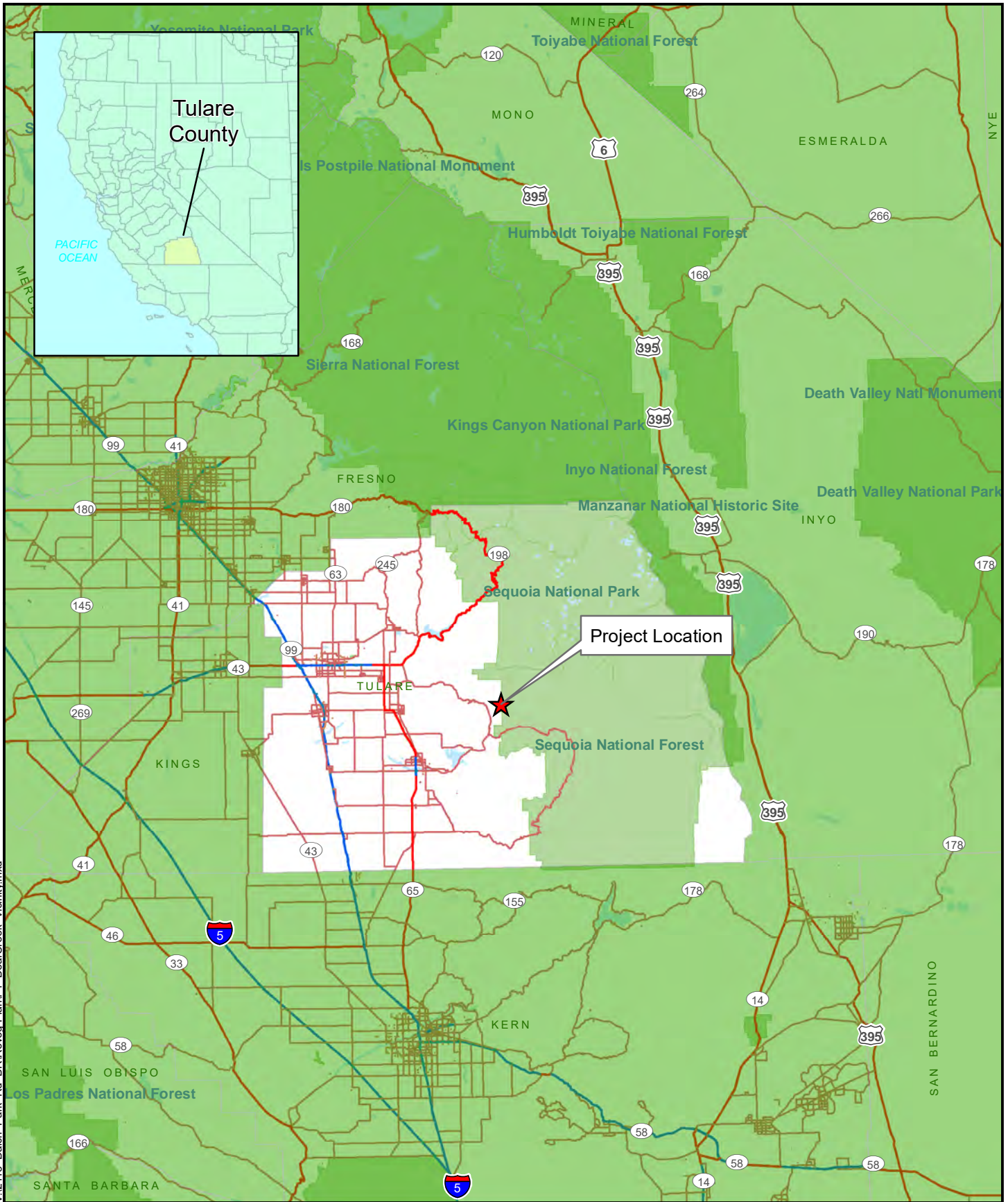
1.1.1. Purpose

The purpose of the project is to:

- Replace the existing Bear Creek Road over Rancheria Creek with a new bridge
- Provide improved safety and operations on the facility by striping the replacement bridge for two travel lanes

1.1.2. Need

Residents of the unincorporated County live and work along Bear Creek Road and utilize the facility for commuting and access to residential properties. In addition, this bridge is used to access the California Department of Corrections and Rehabilitation/Cal Fire State Prison (Mountain Home Conservation Camp) and parks including the Mountain Home State Demonstration Forest and Balch Park.



V:\2113_Balch_Park_Rd_BR\Reveg_Plan\F1_BearCreek_Vicinity.mxd

Source: ESRI 2008; Dokken Engineering 8/21/2018; Created By: adellas

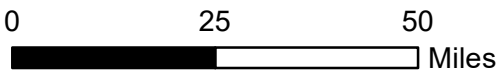


FIGURE 1
Project Vicinity

BRLO-5946 (117)
Bear Creek Road over Rancheria Bridge Project
Bridge No. 46C-0162
Tulare County, California

 Project Area



V:\2113_Balch_Park_Rd_BRVReveg_Plan\F2_BearCreek_Location.mxd

Source: ESRI World Street Maps Online; Dokken Engineering 8/21/2018; Created By: adellas

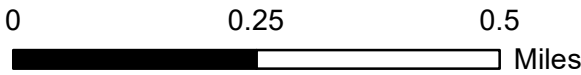


FIGURE 2
Project Location
BRLO-5946 (117)
Bear Creek Road over Rancheria Creek Bridge Project
Bridge No. 46C-0162
Tulare County, California

1.2. Project Description

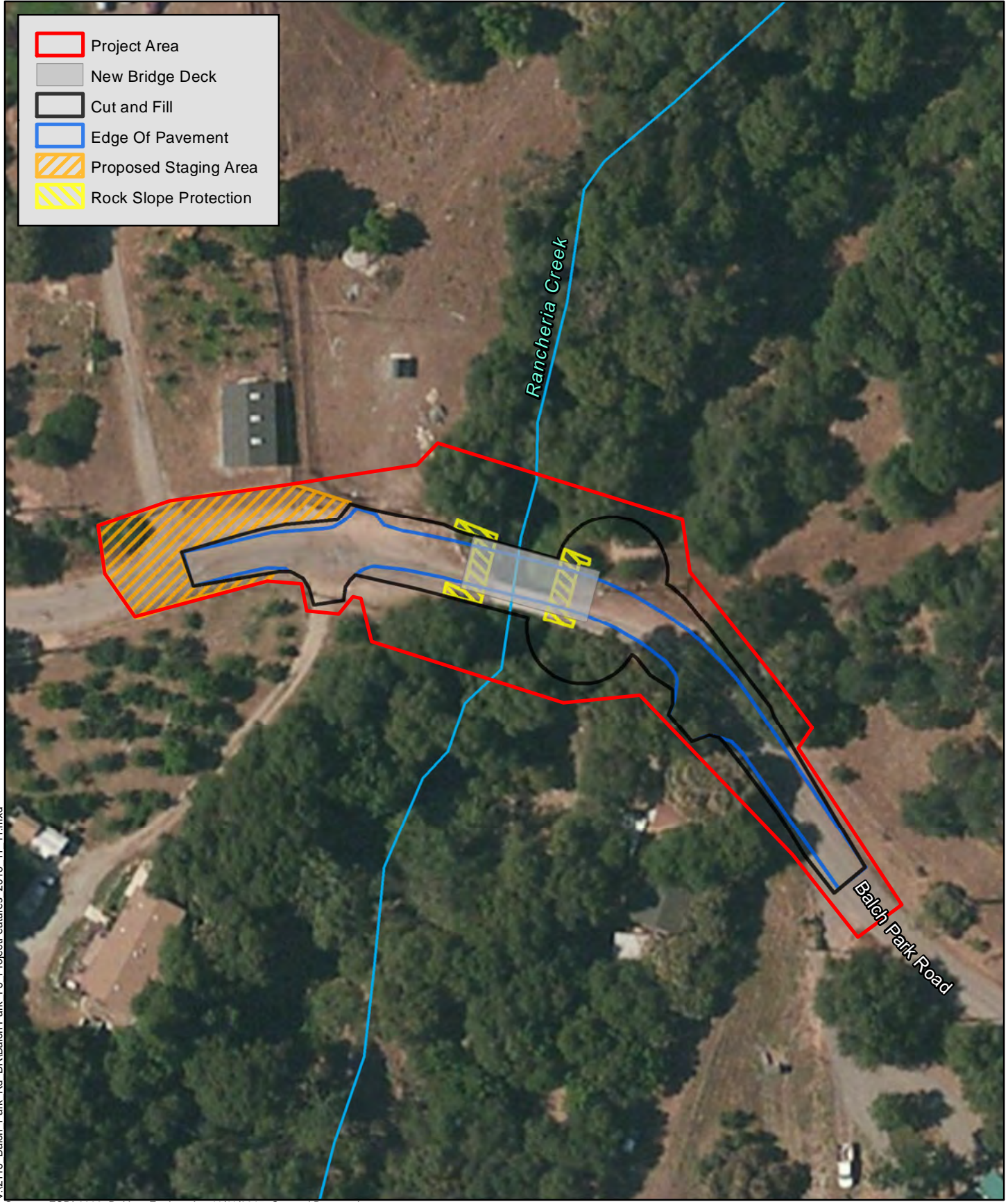
The Project would replace the existing Bear Creek Road over Rancheria Creek bridge with a new bridge. The approximate limits of the project are from 200 feet east and 200 feet west of the existing Bear Creek Road over Rancheria Creek bridge. The new bridge and roadway will be approximately 29.5 feet wide which will accommodate two 10-foot lanes, two 3-foot shoulders, and two 1.75-foot Type 80 concrete barriers. The project will conform to the existing roadway width and will be designed for a 25-mph speed limit. The bridge structure will consist of a concrete slab bridge. The proposed bridge would be approximately 70 feet long and should not require an increase in the existing vertical curve profile (Figure 3. Project Features).

The Rancheria Creek channel will be graded to restore natural channel contours. Rock slope protection may be necessary around the bridge abutments for scour protection.

There are existing overhead electric and communications utility lines crossing diagonally over the length of the bridge from the southwest quadrant to the northeast quadrant with a utility pole at the northeast quadrant that may need to be relocated. Close coordination with the local utility companies will be carried out in order to coordinate the temporary and/or permanent relocation of these utilities.

Temporary construction easements would be needed for bridge construction, bank stabilization/scour protection, utility relocation, driveway adjustments/relocations, and construction staging areas. Right-of-way acquisition will be necessary.

The segment of Bear Creek Road over Rancheria Creek will remain open in each direction for the duration of construction. The project will undergo staged construction and will provide continuous access on the existing facility. Driveway access would remain open. Construction is anticipated to occur in 2018/19 and will take approximately 12 months.



V:\2113 Balch Park Rd BR\Balch Park F3 Project\Features 2015 11 11.mxd

Source: ESRI 2008; Dokken Engineering 11/11/2015; Created By: angelas



FIGURE 3
Project Features
 BRLO-5946 (117)
 Bear Creek Road over Rancheria Creek Bridge Project
 Bridge No. 46C-0162
 Tulare County, California

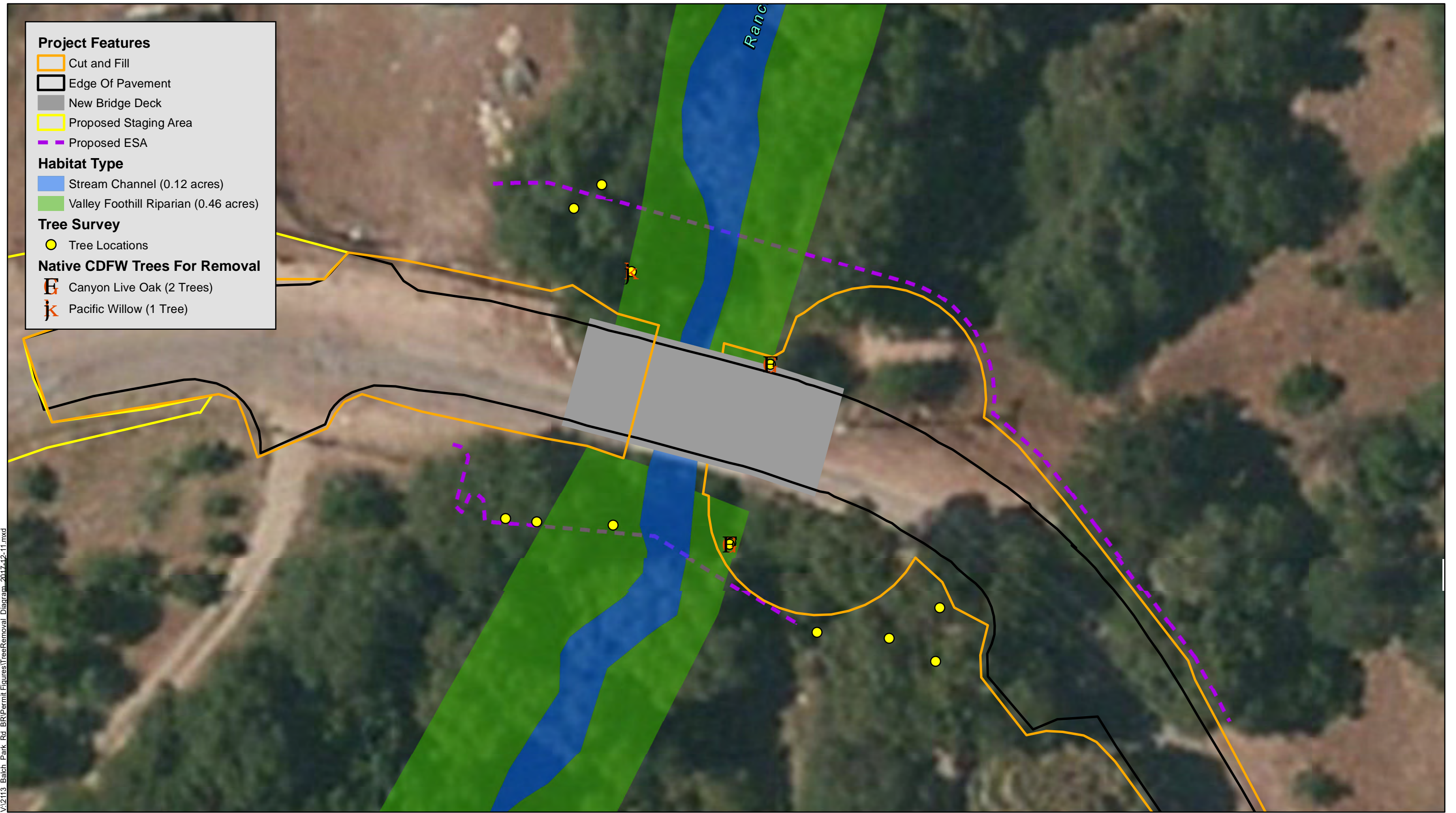
Chapter 2. Project Impacts

The project will result in both permanent and temporary effects to jurisdictional waters and riparian habitat under the jurisdiction of CDFW. Permanent effects include areas that will permanently be altered by deposition of fill material, down cutting, road widening, or increased shading resulting from the widened bridge deck. Temporarily affected areas include all construction work areas outside of permanent effects that will be re-contoured to preconstruction conditions and re-vegetated after construction.

Permanent impacts within valley foothill riparian would include the removal of 3 trees over 4 inches in diameter breast height (DBH). Below Table 1 describes the species and size of the impacted trees, and Figure 4 displays the location of the trees to be removed.

Table 1: Project Effects to Tree Species

Common Name	Scientific Name	Trunk DBH
Canyon Live Oak	<i>Quercus chrysolepis</i>	35
Canyon Live Oak	<i>Quercus chrysolepis</i>	9
Pacific Willow	<i>Salix lasiandra</i>	11



V:\2113_Baich_Park_Rd_BR\Permit Figures\TreeRemoval_Diagram_2017-12-11.mxd

Source: ESRI 2008; Dokken Engineering 12/11/2017; Created By: adellas

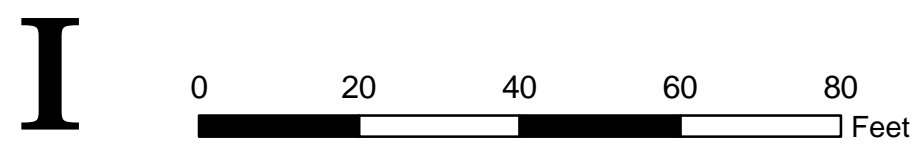


FIGURE 4
Tree Survey and Removal
 BRLO-5946 (117)
 Bear Creek Road over Rancheria Creek Bridge Project
 Bridge No. 46C-0162
 Tulare County, California

2.1. Mitigation for Impacts to Jurisdictional Waters and Sensitive Habitats

Pursuant the approved CDFW SAA (Notification No. 1600-2016-0143-R4), the County will compensate for loss of 3 trees by planting native species at an off-site restoration site within the project’s watershed. Plantings would be consistent with the requirements of Avoidance and Minimization Measure 2.5(b) within the approved SAA. Consistent with Avoidance and Minimization Measure 2.5(b), the County will provide mitigation planting at a 3:1 ratio for trees with a DBH of four (4) inches or greater, and for heritage trees 24 inches DBH or greater at a 10:1 ratio. Mitigation ratios and necessary compensatory plantings are listed in Table 3 below. A description of offsite mitigation area is included in Chapter 3.

Table 2: Mitigation Ratios and Required Plantings

Common Name	Scientific Name	Trunk DBH	Mitigation Ratio	Required Plantings
Canyon Live Oak	<i>Quercus chrysolepis</i>	35 (Heritage Tree)	10:1	10
Canyon Live Oak	<i>Quercus chrysolepis</i>	9	3:1	3
Pacific Willow	<i>Salix lasiandra</i>	11	3:1	3
Total				16

Chapter 3. Off-Site Restoration Plan

3.1. Description of the Restoration Site

Off-site restoration efforts will occur within the Sequoia Riverlands Trust (SRT) Blue Oak Ranch Preserve. Located approximately 1 mile from the Project site, this 928-acre nature preserve includes blue oak woodland, chaparral and riparian woodland, within the North Tule River Watershed. Off-site restoration efforts were chosen for the Project because of the steep grade of the banks adjacent to the bridge. The steep grade would not be suitable for planting and long-term restoration and maintenance efforts, so an agreement was made to prepare restoration efforts at an off-site location.

The specific location of the restoration site within the Blue Oak Ranch Preserve has been designated by SRT and is located along the banks of Sycamore Creek and includes the foothill grassland meadows south of the creek corridor (Figure 4).

3.1.1. Current Biological Conditions

Sycamore Creek supports scattered willows (*Salix* sp.), cottonwoods (*Populus Fremontii*), blue oaks (*Quercus douglasii*), interior live oaks (*Quercus wislizeni*), and valley oaks (*Quercus lobata*) but a contiguous riparian corridor is absent within the restoration site. The creek carries seasonal flows during the winter and spring and a small amount of seasonal runoff in the summer.

3.1.1. Topography

The topography of the restoration site is generally flat gently sloping down into the creek corridor with slopes averaging 5-10%. Elevation ranges between 1,860 and 1,840 feet above mean sea level.

3.1.2. Soils

Soils within the restoration site consist solely of *Auberry sandy loam, 9 to 15 percent slopes*. This soil is classified as well drained sandy loam. Water table depth is greater than 80 inches (NRCS 2018).

3.1.3. Present and Proposed Land Use

Current land use surrounding the Blue Oak Ranch Preserve consists of rangelands and rural homesteads. By working with neighbors and the local community, SRT has developed a long-term conservation plan that includes grazing as a management tool.

3.2. Assurances

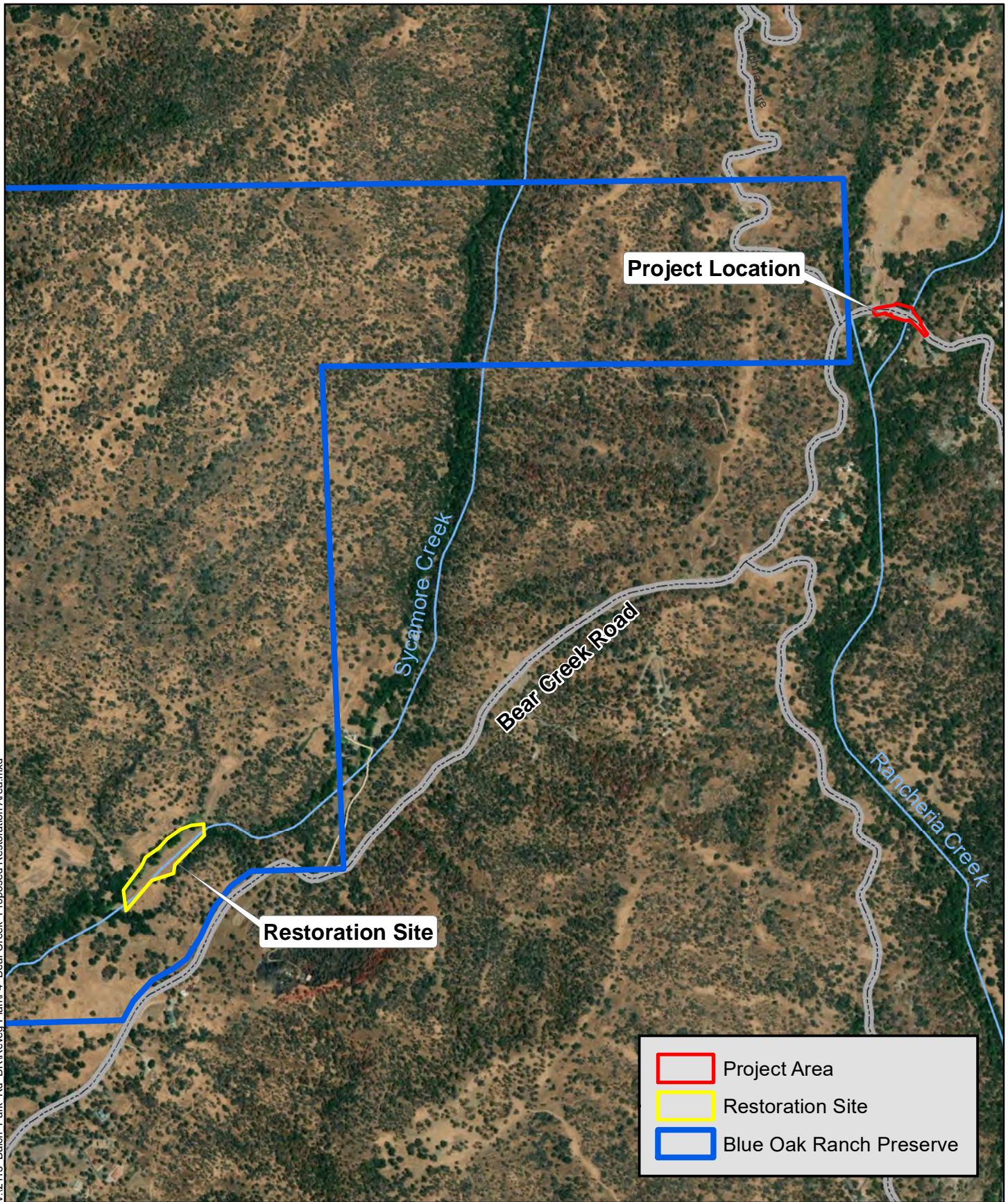
3.2.1. Ownership and Protection

The Blue Oak Ranch Preserve is currently owned and operated by SRT. The land is covered under a Grant Agreement, and SRT (or any other owner of the lands in the future) is obligated to the terms and conditions of the Grant Agreement, including the permanent protection of the property's natural resources.




3.2.2. Financial Assurances

The County is prepared to execute a financial agreement with SRT for the completion of the restoration efforts within the Blue Oak Ranch and the 5-year monitoring and reports pursuant the CDFW SAA for the project. The agreement will be in place prior to the start of construction.

V:\2113_Balch_Park_Rd_BRIRevveg_Plan\F4_Bear_Creek_Proposed_Restoration_Area.mxd



Source: ESRI Maps Online; Dokken Engineering 8/24/2018; Created By: adellas

	Project Area
	Restoration Site
	Blue Oak Ranch Preserve

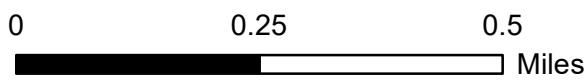


FIGURE 5
Restoration Site Location
 BRLO-5946 (117)
 Bear Creek Road over Rancheria Creek Bridge Project
 Bridge No. 46C-0162
 Tulare County, California

3.3. Plant Installation Guidelines

Only locally native species may be utilized in mitigation projects. The restoration site is planned to be planted as designated through the SAA. If acorns and cuttings cannot be sourced locally, SRT has proposed the collection of acorns and cuttings from native species known to occur in the vicinity of the restoration site. These would include, interior live oak (*Quercus wislizeni*), valley oak (*Quercus lobata*), blue oak (*Quercus douglasii*), and other willow species (*Salix* sp.). As a last resort, if the necessary acorns and cuttings cannot be sourced locally, canyon live oak and Pacific willow will be acquired from a nearby nursery. The nearest nursery providing these species is approximately 70 miles northwest of the Project site.

Initial plantings would be scheduled for October-January, with mortality replacement plantings occurring year-round if precipitation/streamflow is sufficient. The preferred method, directed from SRT, is direct-planted acorns for oaks and cuttings for willow during the initial plantings, which would be supplemented with plants grown at the SRT nursery from the same type of propagules as the initial plantings as reserved for mortality replacement. Supplemental water may be used for up to three years; however, the methods at this location would primarily rely on seasonal water flow, rather than irrigation. Below is a description of installation methods for both container plants (if required) and direct-planted acorns and cuttings.

3.3.1. Installation Methods

Container plants should be installed by first digging a hole 2 times deeper than the container and 3 times as wide as the container. Plants would then be carefully removed from containers to prevent excess damage to the root structure. If the plant was root bound in the container, the root ball would be loosened by hand or trimmed to encourage roots to grow laterally away from the root ball. Plants should be placed with the main stem vertical and the top of the root crown level with original ground and backfilled. Soil should be lightly compacted to provide structural support for the tree. A small moat approximately 4-6 inches deep should be formed around each plant to allow water to pond and percolate into the soil without running off.

Canyon live oak may alternately be directly seeded with the use of locally sourced acorns at a mitigation site. Planting would consist of digging a shallow hole approximately 2-4 inches deep, placing acorns, and backfilling. Approximately 3 to 5 acorns would then be placed per hole. Seeding locations should be identified with marking flags to prevent accidental kill during invasive species control. Direct seeding should only be done in winter when natural rain cycles would keep soils moist for several months.

Willows may be alternatively propagated from cuttings. Cuttings must be taken from healthy disease-free plants and should be taken from a variety of individuals to preserve genetic diversity. Cuttings should be taken during winter when willows are dormant. Cuttings should be 3 to 5 feet long and between 1/2-inch and 3 inches in diameter. Cutting material must not be too woody and must have visible buds. Cuttings may be used immediately or stored in a bucket of cool water for up to 3 days or stored in a refrigerated room for up to 1 week. Cuttings should be installed with 3/4 of the cuttings buried underground and 1/4 exposed. If cuttings are hammered into the ground, the damaged top portion should be trimmed.

At installation, oaks will be protected by cylinders of 1/2-inch mesh aviary netting that extend below and aboveground to protect against gophers (*Thomomys bottae*) and other herbivorous small mammals. Willows will be protected by above ground cylinders only. Wood mulch would be

applied around each planting (leaving a 6-inch gap between mulch and root collar) to suppress weed competition, retain water, enrich soil organic matter, moderate soil temperature, and facilitate locating each individual during monitoring efforts. More mulch would be added as necessary.

3.3.2. *Planting densities*

The success criteria discussed in Section 5.1.1. specify a 75% survival rate and successful establishment of trees planted after five (5) years. As discussed in section 2.1, mitigation plantings for the impact to 3 trees requires the planting of sixteen (16) trees, 13 canyon live oak and 3 willows. For a 75% survival rate of the required mitigation ratio plantings, 10 canyon live oak and 2 Pacific willow would be required to survive to complete mitigation requirements. Table 3 and Table 4 below list the number of required plantings, number of trees required by success criteria, and the proposed planting densities provided by SRT, at the restoration site for either no irrigation/seasonal flows or irrigation – up to 3 years.

To account for expected levels of die off, the number of installed trees and shrubs should be increased depending upon the revegetation method used. The determining factor for this restoration site would be the use of irrigation or use of seasonal waterflow only. Supplemental water may be used for up to three years; however, SRT’s preferred method would be to rely on seasonal water flow, rather than irrigation within in the restoration site. If canyon live oak and Pacific willow cannot be locally sourced, either native species located near the restoration site, or trees acquired from a local nursery would be planted. Plantings of acorns/cuttings, or local nursery trees would follow the proposed planting densities as listed in Table 3 and 4.

Table 3. Proposed Plantings without Irrigation (Preferred Method)

Species	Required Plantings	Success Criteria (75%)	Proposed Plantings Densities
<i>No Irrigation/Seasonal Flows</i>			
<i>Quercus chrysolepis</i>	13	10	52
<i>Salix lasiandra</i>	3	2	12

Table 4. Proposed Plantings with Irrigation

Species	Required Plantings	Success Criteria (75%)	Proposed Plantings Densities
<i>Irrigation – Up to 3 years</i>			
<i>Quercus chrysolepis</i>	13	10	39
<i>Salix lasiandra</i>	3	2	9

Chapter 4. Post Restoration Maintenance Plan

4.1. Invasive Species Control Plan

The Project Area may be invaded by invasive herbaceous and woody species. Invasive species control methods will vary depending on the target species and site conditions. As discussed in section 3.3.1 above, wood mulch would be applied to the planting locations to suppress weed competition. More mulch would be added as necessary, with weeds in the immediate vicinity of each plant hand pulled, or if necessary, treated with foliar application of post-emergent herbicide while the trees are dormant. Other plants categorized as “invasive” by the California Invasive Plant Council or “noxious” by the California Department of Food and Agriculture will be controlled by chemical, manual, or mechanical means as appropriate if they are within or nearby the restoration site. If chemical control is used, chemical applications must be registered for aquatic use given the proximity to the waterway (Sycamore Creek) and all pertinent state and federal laws would be followed.

Invasive species removal interval will depend on the selected method and site conditions and will be determined by SRT staff on a case by case basis.

4.2. Irrigation Plan

If the irrigation option is determined to be best suited for the site, container plants would be provided with irrigation following installation for the first 3 years of the 5-year maintenance and monitoring period. Irrigation may be provided by hand watering, drip irrigation system, or sprinklers supplied by either a domestic/reclaimed water connection or mobile water container. Sites should be watered a minimum of every two weeks during months with an average precipitation of 2 inches or less (typically April – October). Each watering cycle should provide a minimum of 5 gallons of water to each tree and shrub. The watering interval may be adjusted by SRT staff depending on site conditions or seasonal precipitation.

If a seed mix is not applied to the site, a drip irrigation system is recommended to prevent weedy growth and conserve water. Drip irrigation systems would be designed to include at least one drip emitter for each installed tree or shrub within the habitat creation area and would be designed to provide at least 5 gallons of water to each container plant per watering cycle.

If a seed mix is applied, a sprinkler system is recommended. A minimum of weekly watering is recommended during months with an average precipitation of less than 2 inches (typically April – October). Each watering cycle should provide a minimum of 0.3 gallons of water per square foot. Watering frequency or duration may be adjusted by SRT staff depending on site conditions or seasonal precipitation. If hydroseed is used to apply the seed mix, hydroseed medium should remain continuously damp for at least two weeks following seeding to minimize the potential for young seedlings to dry out before making contact with the soil. This may be accomplished by hydroseeding in the winter to utilize natural precipitation and/or by increasing irrigation frequency as needed.

4.3. Herbivory Protection

Installed container plants must be protected from deer, rabbits and other herbivores while they are establishing. As discussed in Section 3.3.1, oaks are planned to be protected by cylinders of 1/2-inch mesh aviary netting that extend below and aboveground to protect herbivorous mammals. Willows will be protected by above ground cylinders only. Alternatively, the restoration site could be provided a perimeter fencing to exclude deer, rabbit, and other herbivores.

4.4. Access Restriction

Currently, Blue Oak Ranch is not open to the public on a regular basis. However, SRT does hold special events and interpretative education classes. Any special events or educational classes within the restoration site would be supervised by SRT staff. The Blue Oak Ranch is also utilized for cattle grazing. To exclude any impact from cattle, the restoration site would be fenced to exclude cattle. Should CDFW or County want to visit the restoration site, SRT will assist with arranging a visit.

Chapter 5. Monitoring and Reporting

5.1. Long Term Monitoring

SRT will monitor the long-term success of the Project for 5 years following completion of the planting effort. The Site will be measured against set success criteria to determine if corrective actions are necessary to achieve the restoration goals.

5.1.1. Success Criteria

Success criteria pursuant CDFW SAA Notification No. 1600-2016-0143-R4 for the Bear Creek Road Bridge Replacement Project, requires a 75% success rate of required trees planted after five (5) years. The CDFW SAA requires the compensatory planting of sixteen (16) trees (13 canyon live oak, and 3 Pacific willow).

Of the required 16 trees, a 75% successful establishment would be calculated as twelve (12) trees (10 canyon live oak and 2 Pacific willow). With the successful establishment of the 12 twelve trees at the end of five years, the Bear Creek Road Bridge Replacement Project compensatory mitigation requirements would be deemed complete.

5.1.2. Monitoring

At a minimum, the site will be monitored by SRT quarterly to maintain the site, remove invasive species, and provide any remedial actions necessary to meet the successful establishment criterion pursuant the CDFW SAA (Appendix A).

5.1.3. Corrective Actions

If the success criteria is not met, or are not on a trajectory to be met, one or more of the following corrective actions will be taken:

- Supplemental Planting;
- Supplemental Watering;
- Supplemental Weed Control;
- Wildlife Fencing; and/or,
- Erosion Control.

Additional corrective actions may be implemented based on the recommendation of the monitoring biologist/ecologist or regulatory agency. If at any point during the 5-year establishment period, the number of surviving oaks is less than 10, or the number of surviving willows is less than 2, and remedial actions are required to continue to meet the success criteria in Section 5.1.1, a new 5-year monitoring and reporting period shall begin.

5.2. Annual Status Report

For a minimum of five (5) years, SRT shall submit Annual Monitoring Reports to CDFW by December 31 of each year following planting documenting monitoring activity and the success of plantings in becoming established, including photo documentation. Annual reports shall describe any remedial actions required to meet the success criterion, such as subsequent plantings. Any subsequent remedial plantings shall start a new five-year monitoring and reporting period to document the successful establishment of those plantings. CDFW shall review Annual Reports and beginning with Year 5 post-planting shall determine whether establishment requirements have been met.

Chapter 6. References

- Calflora, 2018 Calflora Online database. Available at: <http://www.calflora.org/> (accessed 6/1/2018).
- Cal-IPC 2018 California Invasive Plant Council – California Invasive Plant Inventory Database. Available at: <http://www.cal-ipc.org/ip/inventory/> (accessed 6/8/18).
- CDFW 2018 Streambed Alteration Agreement. Notification No. 1600-2016-0143-R4. Bear Creek Road Bridge Replacement – Tulare County.
- CDWR 2017 California Department of Water Resources – Best Available Maps. Available at: <http://gis.bam.water.ca.gov/bam/> (accessed 08/15/2017).
- NRCS 2018 Natural Resources Conservation Service – Web Soil Survey. Available at: <https://websoilsurvey.sc.egov.usda.gov/App/HomePage.htm> (accessed 7/30/2018).

Appendix A. CDFW Streambed Alteration Agreement

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
REGION 4 - CENTRAL REGION
1234 EAST SHAW AVENUE
FRESNO, CALIFORNIA 93710



STREAMBED ALTERATION AGREEMENT
NOTIFICATION NO. 1600-2016-0143-R4
RANCHERIA CREEK – TULARE COUNTY

BENJAMIN RUIZ, JR.
TULARE COUNTY RESOURCE MANAGEMENT AGENCY
5961 SOUTH MOONEY BOULEVARD
VISALIA, CALIFORNIA 93277

BEAR CREEK ROAD BRIDGE REPLACEMENT (PROJECT)

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the Tulare County Resource Management Agency (referred to as Permittee), as represented by Benjamin Ruiz, Jr.

RECITALS

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on October 21, 2016, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included Protective Measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this Agreement and accepts its terms and conditions, including the Protective Measures to protect fish and wildlife resources.

NOW THEREFORE, Permittee agrees to complete the Project in accordance with this Agreement.

PROJECT LOCATION

Project construction will occur in and adjacent to Rancheria Creek (tributary to Bear Creek) and the Bear Creek Road crossing, approximately 6.5 miles north of Springville, Tulare County, California; Section 6, Township 20 South, Range 30 East, USGS 7.5 Minute Quad Map Springville, MDB & M; Latitude 36°13'11.98"N, Longitude 118°45'51.03"W (Figure 1). Additional Project activity to transplant Munz's iris (*Iris munzii*) plants removed from the construction site will occur approximately 1.5 miles downstream of the construction site on the east side of Bear Creek, approximately Latitude 36°11'59.20"N and 118°45'43.11"W (Figure 2). Tree planting for compensation purposes will occur along Sycamore Creek, approximately 1.5 miles southwest of the construction site from Latitude 36°12'33.86"N, Longitude 118°46'58.21"W downstream

to Latitude 36°12'28.18"N, Longitude 118°47'05.85"W (Assessor's Parcel Number's 219-080-030-000, 219-080-013-000, and 219-070-032-000) (Figure 3).

PROJECT DESCRIPTION

Project construction includes activities related to the replacement of a one-lane, bi-directional bridge with a two-lane single-span bridge structure. The bridge will be constructed one half at a time. A total of approximately 80 cubic yards of concrete and 314 cubic yards of native bank material will be excavated and removed from the site, removing the existing structure and excavating for placement of the new structure. The banks at the old abutment locations will be graded, including the roughening and terracing, and will match existing natural upstream and downstream contours. The new abutments will span this area. Approximately 25 cubic yards of wet concrete will be poured at each of the new bridge abutments over 30-inch cast-in-drilled-hole foundation piles. Approximately 166 cubic yards of wet concrete will be poured for the concrete slab bridge deck and concrete barriers. The new bridge structure will be 29.5 feet wide and 70 feet long. Three 5-foot by 3-foot drainage rock pads will be constructed near the base of each abutment to dissipate storm water drainage from the deck of the bridge. The rock will be 25-pound size and will be placed 1.5 feet thick. Work to pour the concrete bridge deck will be performed over continuous time frames, over which three nights of work will occur.

A water diversion system including the placement of up to three 75-foot long by 4-foot diameter corrugated metal pipes and sandbag cofferdam will be constructed over a 0.02-acre area.

Three trees greater than four inches diameter at breast height (DBH) will be removed; two canyon live oaks (*Quercus chrysolepis*) and one Pacific willow (*Salix lasiandra*).

One population of Munz's iris (*Iris munzii*) will be removed and transplanted downstream to an area along the east bank of Bear Creek approximately 1.3 miles south of the Project site. Excavated clumps of the iris to be transplanted will be approximately four square feet in area by 12 inches deep. Transplanting will proceed according to the Munz' Iris Relocation Plan submitted to CDFW in the Project notification materials, specifically identifying a recipient location at approximately 2,040 feet in elevation, with similar light intensity and soils as the construction site from which the plants will be removed.

Replacement tree planting will occur at a different location, along Sycamore Creek. Planting of these trees will proceed according to the requirements of this Agreement. Preparation of the site for long-term tree establishment will include the placement of irrigation lines, the placement of below- and above-ground herbivory-prevention cages, the use of weed whackers, and the application of herbicides.

PROJECT IMPACTS

The Project will result in up to 0.06 acre temporary disturbance, and a 0.02-acre permanent impact over 90 linear feet of Rancheria Creek. Two canyon live oak trees

and one Pacific willow will be removed. Temporary disturbance within an approximately 800-foot length along Sycamore Creek will occur for site preparation and tree planting. Other potential impacts related to disturbance during Project implementation include but are not limited to those resulting from noise, vibration, trampling/crushing, erosion, surface water contact with construction-related materials, sedimentation and turbidity, vegetation removal, bank alteration, introduction of fill material, artificial lighting at night, and removal of breeding or roosting habitat provided by the trees to be removed.

This Agreement is intended to avoid, minimize, and mitigate adverse impacts to the fish and wildlife resources that occupy the Project area and the adjacent habitat. Absent implementation of the Protective Measures required by this Agreement, the following species could potentially be impacted: the Federal threatened and State endangered Springville clarkia (*Clarkia springvillensis*), the State endangered Kaweah brodiaea (*Brodiaea insignis*), the Federal and State endangered willow flycatcher (*Empidonax traillii*; federal endangered subspecies *E. t. extimus*), the State candidate for listing foothill yellow-legged frog (*Rana boylei*), the State fully protected ringtail (*Bassariscus astutus*), the California Rare Plant Rank 1B Munz's iris, and the State species of special concern, Western mastiff bat (*Eumops perotis californicus*) and American badger (*Taxidea taxus*), as well as other birds, mammals, fish, reptiles, amphibians, invertebrates, and plants that compose the local ecosystem.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative Protective Measure described below.

- 1.1 Documentation at Project Site. Permittee shall make this Agreement, all extensions and amendments to this Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the Project site at all times and shall be presented to CDFW personnel or personnel from another State, Federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Site. Permittee shall provide copies of this Agreement and all extensions and amendments to this Agreement to all persons who will be working on the Project at the Project site on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a Protective Measure in this Agreement might conflict with a provision imposed on the Project by another local, State, or Federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.
- 1.4 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with this Agreement.

- 1.5 Legal Obligations. This Agreement does not exempt Permittee from complying with all other applicable local, State, and Federal law, or other legal obligations.
- 1.6 Unauthorized Take.
- (a) This Agreement does not authorize the "take" (defined in Fish and Game Code §86 as to hunt, pursue, catch, capture, or kill; or attempt to hunt, pursue, catch, capture, or kill) of State- or Federally-listed threatened, endangered, or candidate species. All such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project.
 - (b) Permittee shall take prudent measures to ensure that all take of threatened endangered, and candidate species is avoided. Permittee acknowledges and fully understands that it does not have State incidental take authority. Permittee shall immediately notify CDFW of the discovery of any such threatened, endangered, or candidate species prior to and during Project implementation.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Work Schedule. Permittee shall submit a work schedule to CDFW prior to beginning any activities covered by this Agreement. Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.9 Training. Prior to starting any activity within the stream bed or bank, all employees, contractors, and visitors who will be present during Project activities shall receive training from a qualified individual on the contents of this Agreement, the resources at stake, and the legal consequences of noncompliance. Permittee shall provide to CDFW the sign-in sheet that includes the printed and signed name of each attendee, the name and qualifications of the person providing training, a copy of training materials, and the date of the training. Permittee shall provide this information to CDFW within one week following the completion of each training.

2 Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each Protective Measure listed below.

- 2.1 Work Timing. All work activities shall be confined to daylight hours, except for three nights of work required to pour the concrete bridge deck. For purposes of this Agreement, "daylight hours" are defined as that daytime period between sunrise and sunset. During all night work, Permittee shall not use permanent or temporary, fixed, exterior lighting, including motion-triggered security lighting, that casts light into CDFW jurisdictional areas beyond the footprint of the Project areas as demarked according to Avoidance and Minimization Measure 2.2 Flagging.

- 2.2 Flagging. Prior to the start of Project activity, Permittee shall identify the limits of all required access routes and encroachment. These "work area" limits shall be identified with brightly-colored flagging. Work completed under this Agreement shall be limited to this defined area only. Flagging shall be maintained in good repair for the duration of the Project. Permittee may request the use of fencing to meet this requirement, provided that fencing does not require ground disturbance in excess of hand installation of temporary stakes; Permittee must provide mapping of those fencing locations in advance of installation. No other fencing, including exclusion fencing, is authorized. All stream areas beyond the identified work area limits shall be considered Environmentally Sensitive Areas and shall not be disturbed.
- 2.3 Listed Species and Other Special Status Species.
- (a) Pre-activity surveys for potential rare, listed, or other sensitive species shall be conducted by a qualified biologist within 30 days prior to commencement of Project activities. Surveys shall be conducted within the work areas and all access routes to avoid and minimize incidental take, confirm previous observations, identify habitats and any areas occupied by listed or sensitive species, and clearly mark all resources to be avoided by Project activities. If any State- or Federally-listed threatened or endangered species are found or could be impacted by the work proposed, Permittee shall notify CDFW of the discovery prior to commencement of Project activity. An amended Agreement and/or State Incidental Take Permit may be necessary and a supplemental CEQA analysis may need to be conducted, before work can begin.
- (b) Listed and other Special Status Plants: Permittee shall conduct plant surveys, with a focus on Springville clarkia, Kaweah brodiaea, and Munz's iris, in the Project work areas in advance of ground-disturbing activities. Repeated floristic surveys shall be conducted by a qualified botanist multiple times during the appropriate blooming period(s) immediately preceding the start of Project activity. Permittee shall submit survey results to CDFW at least one (1) week in advance of starting Project activities. If listed plant species are identified, Permittee shall identify them with flagging and avoid with a 25-foot no-disturbance buffer during Project activities. Permittee may propose reduced buffers in a written justification for CDFW consideration; no work within the above buffers may begin until after CDFW has provided written authorization.
- (c) Willow Flycatcher: No Project activity shall occur within 500 feet of willow habitat, willow-dominated marsh, meadow, riparian, or other appropriate habitat, between June 1 and August 31. Permittee shall include a detailed description with photographs and maps of any willow habitat within all Project work areas and a 500-foot buffer, with the pre-activity survey report.
- (d) Ringtail: Any ringtail detected within a Project work area before or during Project activity shall be allowed to move out of the work area unimpeded and

of its own volition. Project activity shall halt or shall not be initiated until the animal has left the work area.

- (e) Foothill Yellow-Legged Frog: Project activity shall occur when no water is present in the stream. Permittee shall ensure that a qualified biologist surveys the Project work area for the species within 48 hours prior to commencing work. Permittee shall submit survey results to CDFW. Permittee shall ensure that all vegetation is removed by hand, and shall ensure that a qualified biologist is present to monitor vegetation removal, all ground disturbing activity, vegetation planting, and water diversion installation and removal. If any foothill yellow-legged frog is found prior to the start of Project activity or at any time during Project activities, the individual(s) shall be allowed to leave the work area of its own volition. Permittee shall also cease all Project activity immediately and contact CDFW; Permittee shall not resume Project activity until CDFW has been contacted and has given written approval for work to begin or continue. Permittee is advised that a State Incidental Take Permit for foothill yellow-legged frog may be necessary prior to proceeding with the Project if the species is detected.
- (f) Bat Species: Bats shall not be disturbed without specific notice to and consultation with CDFW. Pre-construction surveys shall be conducted within Project work areas and a 100-foot buffer by a qualified biologist within 14 days prior to the start of Project activity, during the appropriate time of day to maximize detectability to determine if bat species are roosting on-site or near Project work areas. Surveys may include observational methods, echolocation monitoring, etc. to determine whether bats are present. A survey report shall be completed that includes, but is not limited to, the survey methodology and biologist qualifications and, if bats are present, the colony size, roost location, and characteristics. If surveys confirm that bats daytime roost in areas that will be impacted by the Project, Permittee shall maintain a 300-foot buffer around bat roost sites during Project activities.
- (g) American Badger: Any American badger detected within the Project work area during pre-activity surveys or Project activities shall be allowed to move out of the work area of its own volition. If American badger is denning on or immediately adjacent to a Project work area, dens shall be avoided by a minimum 50-foot buffer.

2.4 Fish and Wildlife.

- (a) If any fish or wildlife is encountered during the course of Project activities, said fish or wildlife shall be allowed to leave the Project work area unharmed.
- (b) To protect nesting birds, no Project activity shall begin between February 15 through September 15 unless the following Avian Nesting Surveys are completed by a qualified biologist within 30 days prior to commencing Project activities at each work area.

Separate requirements are listed above for willow flycatcher due to its special status listing and different nesting ecology (see Avoidance and Minimization Measures 2.3(c)).

Birds of Prey: Survey for nesting activity of birds of prey within each Project work area and a 500-foot radius. If any active nests are observed, these nests shall be protected by a minimum 500-foot avoidance buffer until the breeding season has ended or until a qualified biologist has determined that the young have fledged and are no longer reliant upon the nest or parental care for survival.

Other Avian Species: Survey for nesting activity within each Project work area and a 250-foot radius. If any nesting activity is found, Permittee shall protect nests and nest substrate (trees, shrubs, ground, or burrows) with a minimum 250-foot buffer until young have fledged and are no longer reliant on the nest site or parental care.

CDFW may consider variances from these buffers when there is a compelling biological or ecological reason to do so, such as when the Project work area would be concealed from a nest site by topography.

2.5 Vegetation.

- (a) The disturbance or removal of vegetation shall not exceed the minimum necessary to complete operations and shall only occur within the defined work area. Precautions shall be taken to avoid other damage to vegetation by people or equipment.
- (b) Permittee shall document the number and species of all woody-stemmed plants four (4) inches in diameter in breast height (DBH) or greater that are cut or otherwise removed during Project activities. Trees and shrubs with a DBH of four (4) inches or greater that are cut or removed shall be replaced by replanting appropriate native species at a 3:1 ratio (replaced to lost), except that heritage trees 24 inches or greater shall require replanting at a 10:1 ratio. These numbers shall inform the replanting requirements in Compensatory Measure 3.1(a).
- (c) Prior to initiation of Project activities, all trees and shrubs to be cut or otherwise removed shall be identified and clearly marked to avoid accidentally removing vegetation that should not otherwise be affected.
- (d) Except for Munz' iris (see below), vegetation removed from the Project site shall be disposed of at an appropriate and legal off-site location where the material cannot enter the stream channel (typically outside of the floodplain). No such material shall be stockpiled in the streambed, banks, or channel, except that native vegetation removed from the channel may be chipped and the chips used as mulch for disturbed soil sites in or near the Project area.

- (e) Transplanting of Munz' iris shall proceed according to the Munz' Iris Relocation Plan dated July 1, 2016 that was submitted to CDFW in the Project notification materials. The Munz' Iris Relocation Plan describes excavation of existing plant clumps including rhizome and root masses, division of clumps, interim storage of clumps, preparation of recipient sites, and methods of planting and watering. Only rhizomes that are soft, shriveled, or otherwise diseased may be discarded. Permittee shall monitor the clumps and provide water as needed for the establishment of the planted clumps. Permittee shall provide a Relocation Report one year following the transplanting to summarize the establishment of plants.
- (f) All invasive exotic plant species that are disturbed by the Project shall be removed from the Project site. Any periwinkle (*Vinca* sp.), Cape or German ivy (*Delairea odorata*), Castor bean (*Ricinus communis*), giant reed (*Arundo donax*), or other exotic, invasive plant species shall be bagged and appropriately disposed of where the material cannot enter the stream channel. Exotic species shall not be used in mulching, composting, or otherwise placed in or around the Project work area or within CDFW jurisdiction.
- (g) Permittee shall wash and air dry all equipment (hand tools, mechanical devices) prior to entering each Project site, to prevent the movement of aquatic and terrestrial invasive plant and animal species, fungi, their propagules and other biotic agents.
- (h) Where control of non-native vegetation is required within the bed, bank, or channel of the stream at the revegetation site, the use of herbicides is necessary, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides that are approved for aquatic use. If surfactants are required, they shall be restricted by Permittee to non-ionic chemicals that are approved for aquatic use.
- (i) All herbicides, surfactants, and other pesticides utilized within or adjacent to CDFW jurisdictional areas and other sensitive aquatic habitat areas shall be registered for aquatic use by the California Department of Pesticide Regulation (CDPR).
- (j) Permittee shall ensure compliance with all local, State, and Federal regulations regarding herbicides, and ensure that workers applying chemical or biological agents possess appropriate licenses.
- (k) No herbicide sprays shall be used when wind speed exceeds 10 miles per hour (mph). All sprays shall contain a dye (registered for aquatic use by CDPR) to identify and prevent overspray.

2.6 Vehicles and Equipment.

- (a) Vehicles and heavy equipment shall only be operated within the Project work area during naturally dry conditions except as otherwise authorized in this Agreement.
- (b) Permittee shall wash and dry all equipment (hand tools, mechanical devices) prior to entering each Project work area, to prevent the movement of aquatic and terrestrial invasive plant and animal species, fungi, their propagules and other biotic agents.
- (c) All equipment and vehicles driven and/or operated in or adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that, if introduced to water, could be deleterious to aquatic and terrestrial life.
- (d) Staging and storage areas for equipment, materials, fuels, lubricants, and solvents shall be located outside of the CDFW jurisdictional area. Stationary equipment such as motors, pumps, generators, compressors and welders, located adjacent to the stream or where fluids or other material may enter the stream, shall be positioned over drip-pans. Vehicles shall be moved away from the stream prior to refueling and lubrication.
- (e) Vehicles shall not be driven where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in this Agreement, and as necessary to complete the authorized work.
- (f) Vehicles, heavy equipment, and other machinery shall be inspected for the presence of undesirable species and cleaned prior to on-site use to reduce the risk of introducing exotic plant or animal species into the Project site.

2.7 Fill/Spoil.

- (a) Spoil storage sites shall not be located within the stream, or where spoil could be washed into the stream. Rock, gravel, and/or other materials shall not be imported into or moved within the bed or banks of the stream, except as otherwise addressed in this Agreement.
- (b) All excavated material shall only be temporarily stockpiled within the Project work area.
- (c) Permittee shall cover temporary stockpiles with plastic sheeting or visquine to prevent rainy or windy conditions from eroding loose soils.
- (d) Fill shall be limited to the minimal amount necessary to accomplish Project activities. Excess fill material shall be moved off-site at Project completion.

- (e) All material used as rip rap, rock slope protection, or similar fill shall be composed of cleaned, natural rock. No asphalt, broken concrete, or other materials that are deleterious to fish and wildlife shall be included.

2.8 Erosion.

- (a) No work shall occur during or within 24 hours following significant rainfall events, defined as $\frac{1}{4}$ inch or more of rain in a 24-hour period.
- (b) All Project activity shall occur when the work area is naturally dry except as otherwise authorized by this Agreement for implementation of a diversion of flow around the Project construction area.
- (c) Permittee's ability to minimize siltation shall be the subject of preconstruction planning and feature implementation. Precautions to minimize siltation may require that the work site be isolated so that silt or other deleterious materials are not allowed to pass to downstream reaches.
- (d) All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following Project implementation. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. To minimize the risk of ensnaring and strangling wildlife, coir rolls, erosion control mats or blankets, straw or fiber wattles, or similar erosion control products shall be composed entirely of natural-fiber, biodegradable materials. Permittee shall not use "photodegradable" or other plastic erosion control materials.

2.9 Pollution.

- (a) Permittee and all contractors shall be subject to the water pollution regulations found in Fish and Game Code sections 5650 and 12015.
- (b) Raw cement, concrete or washings thereof, asphalt, drilling fluids or lubricants, paint or other coating material, oil or other petroleum products, or any other substances that could be hazardous to fish or wildlife resulting from or disturbed by Project-related activities, shall be prevented from contaminating the soil and/or entering the "Waters of the State", except as allowed by Avoidance and Minimization Measure 2.9(d)).
- (c) All Project-generated debris and rubbish shall be removed from the stream and from areas where such materials could be washed into the stream.
- (d) Permittee shall install the necessary containment structures to control the placement of wet concrete and to prevent it from entering into the stream bed or banks outside of those structures. No concrete shall be poured below the top of bank if the seven-day weather forecast indicates any chance of rain. At all times when Permittee is pouring or working with wet concrete there shall be a designated monitor to inspect the containment structures and ensure

that no concrete or other debris enters into the channel outside of those structures. Poured concrete shall remain isolated from surface waters and allowed to dry/cure for a minimum of 30 days. CDFW may provide written approval of a variance to the curing time in this measure if Permittee monitors the pH of new concrete, using tap water, relative to the baseline, pre-Project pH of the work area, until it decreases to a level approved in advance by CDFW. No variance shall be implemented unless CDFW has provided approval in writing and in advance.

- (e) A Spill Response Plan shall be prepared and submitted to CDFW for written approval prior to the start of Project activities, and kept on-site during all phases of the Project. The Plan shall identify the actions that shall be taken in the event of a spill of petroleum products, concrete, contaminated soil, or other material harmful to fish, plants, or aquatic life. Emergency response materials shall be kept at the site and readily available to allow rapid containment and cleanup of any spilled material. In the event that a spill occurs, all Project activities shall immediately cease until cleanup of the spilled materials is completed. CDFW shall be notified immediately by Permittee of any spills. The cleanup of all spilled materials shall begin immediately.

2.10 Structures. Permittee confirms that all structures and installed features shall be properly aligned and otherwise engineered and installed to assure resistance to washout and to erosion of the stream bed, stream banks and/or fill, and that they will not cause long-term changes in water flows that adversely modify the existing upstream or downstream stream bed/bank contours or increase sediment deposition. Structures shall be engineered to withstand high (i.e., 100-year) flows without failure.

2.11 Diversion/Dewatering. Permittee shall submit a Final Stream Diversion/Dewatering Plan to CDFW for written approval prior to implementation. In addition to final design, the Final Stream Diversion/Dewatering Plan must describe implementation detail according to the following:

- (a) Flow diversion shall be done in a manner that shall prevent pollution and/or siltation and provide flows to downstream reaches; flows to downstream reaches shall be provided during all times that the natural flow would have supported aquatic life; said flows shall be of sufficient quality and quantity, and of appropriate temperature to support aquatic life, both above and below the diversion; and normal flows shall be restored to the affected stream immediately upon completion of work at that location.
- (b) Diversion materials shall be removed when the work is completed and removal shall normally proceed from downstream in an upstream direction.
- (c) If it is necessary to dewater the work site, either by pump or by gravity flow, the suction end of the intake pipe shall be fitted with fish screens meeting

Department and National Marine Fisheries Service (NMFS) criteria to prevent entrainment or impingement of small fish:

(http://www.CDFW.ca.gov/fish/Resources/Projects/Engin/Engin_ScreenCriteria.asp).

- (d) Water pumped from the work area itself to maintain it in a dewatered state shall be pumped to a location above the bank where it will filter through vegetation back to the wetted channel.

3 Compensatory Measures

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each Protective Measure listed below.

3.1 Revegetation and Restoration.

- (a) Permittee shall submit to CDFW a Final Revegetation Plan for approval at least 30 days prior to starting Project activity. The Final Revegetation Plan shall specifically identify all locally native plantings to be installed for the Project, and be consistent with the Project Description and requirements of Avoidance and Minimization Measure 2.5(b). Compensatory plantings shall be planted within one year following tree and shrub removal. Permittee shall provide supplemental water for no more than three years after planting, to meet the success criterion of the successful establishment of a minimum of 75% of trees planted after five (5) years. For a minimum of five (5) years Permittee shall submit Annual Monitoring Reports to CDFW by December 31 of each year following planting, documenting monitoring activity and the success of plantings in becoming established, including photo documentation. Annual reports shall describe any remedial actions required to meet the success criterion, such as subsequent plantings. Any subsequent remedial plantings shall start a new five-year monitoring and reporting period to document the successful establishment of those plantings. CDFW shall review Annual Reports and beginning with Year 5 post-planting shall determine whether establishment requirements have been met; if so, CDFW shall provide written documentation to Permittee.
- (b) Areas where vegetation is removed, and other bare areas created during Project activity, shall be seeded (using weed-free straw or mulch) with a blend of a minimum of three (3) locally native grass species. One (1) or two (2) sterile non-native perennial grass species may be added to the seed mix provided that amount does not exceed 25 percent of the total seed mix by count. Locally native wildflower and/or shrub seeds may also be included in the seed mix. The seeding shall be completed as soon as possible, but no later than November 15 of the year Project activity ends or as otherwise approved in writing by CDFW.
- (c) Where suitable vegetation cannot be reasonably expected to become established, non-erodible materials shall be used for such stabilization. Any

installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW. .

4 Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Obligations of Permittee.

- (a) Permittee shall have primary responsibility for monitoring compliance with all Protective Measures in this Agreement. Protective Measures shall be implemented within the time periods indicated in this Agreement and the reporting described below.
- (b) Permittee (or Permittee's designee) shall ensure the implementation of the Protective Measures of this Agreement, and shall monitor the effectiveness of the Protective Measures.

4.2 Reports. Permittee shall submit the following Reports to CDFW:

- Work schedule, submitted to CDFW prior to Project commencement (Administrative Measure 1.8).
- Worker training documentation, submitted to CDFW within one (1) week of each training (Administrative Measure 1.9).
- Results of pre-activity surveys, including willow habitat information, submitted to CDFW at least one (1) week prior to the start of Project activity (Avoidance and Minimization Measures 2.3(a) and (c)).
- Results of plant surveys in areas of suitable habitat, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.3(b)).
- Results of surveys for foothill yellow-legged frog, submitted to CDFW within one (1) week following survey completion (Avoidance and Minimization Measure 2.3(e)).
- Results of bat surveys submitted to CDFW within 14 days following survey completion (Avoidance and Minimization Measure 2.3(f)).
- Results of surveys for nesting birds, if any work is scheduled during the avian nesting season, submitted to CDFW at least one (1) week prior to the start of Project activities (Avoidance and Minimization Measure 2.4(b)).
- A Relocation Report describing the establishment if relocated Munz' iris plants, one year following transplanting activity (Avoidance and Minimization Measure 2.5(e)).

- A Spill Response Plan, submitted to CDFW for written approval at least two (2) weeks prior to the start of Project activities (Avoidance and Minimization Measure 2.9(e)).
- A Stream Diversion/Dewatering Plan, submitted to CDFW for approval at least 30 days prior to implementing the Plan (Avoidance and Minimization Measure 2.11).
- A Final Revegetation Plan, submitted to CDFW for written approval at least 30 days prior to the start of Project implementation (Compensatory Measure 3.1(a)).
- Annual Reports of compensatory plantings, submitted to CDFW by December 31 of each year for a minimum of five years after initial planting (Compensatory Measure 3.1(a)).
- A seed mixture to be used to control erosion, submitted to CDFW for written approval prior to application (Avoidance and Minimization Measure 3.1(b)).
- A Final Project Report to be submitted within 30 days after Project construction is completed. The report shall summarize the Project and address the implementation of each Protective Measure included in this Agreement. Before, during, and after photo documentation of the Project site shall be included in the report.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other. Permittee shall submit all schedules, survey results, reports, and/or plans required by this Agreement in hard copy to the address below; Permittee may additionally submit those materials electronically by email to the CDFW contact identified below (or subsequent contact) **and** to R4LSA@wildlife.ca.gov.

To Permittee:

Benjamin Ruiz, Jr.
Tulare County Resource Management Agency
5961 South Mooney Boulevard
Visalia, California 93277
Phone: (559) 624-7134
BRuiz@co.tulare.ca.us

To CDFW:

California Department of Fish and Wildlife
Region 4 – Central Region
1234 East Shaw Avenue
Fresno, California 93710
Attn: Lake and Streambed Alteration Program – Charles Walbridge
Notification No. 1600-2016-0143-R4
Phone: (559) 243-4014 extension 352
Fax: (559) 243-4594
Charles.Walbridge@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the Project or any activity related to it that this Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the Project. The decision to proceed with the Project is Permittee's alone.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with this Agreement.

Before CDFW suspends or revokes this Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes this Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

Nothing in this Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking this Agreement.

Nothing in this Agreement limits or otherwise affects CDFW's enforcement authority or that of its enforcement personnel.

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, from obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the Project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game Code including, but not limited to, Fish and Game Code sections 2050 *et seq.* (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in this Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend this Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the corresponding amendment fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

The transfer or assignment of this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form

and include with the completed form payment of the minor amendment fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5).

EXTENSIONS

In accordance with FGC section 1605(b), Permittee may request one (1) extension of this Agreement, provided the request is made prior to the expiration of this Agreement's term. To request an extension, Permittee shall submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and include with the completed form payment of the extension fee identified in CDFW's fee schedule at the time of the request (see Cal. Code Regs., Title 14, § 699.5). CDFW shall process the extension request in accordance with FGC 1605(b) through (e).

If Permittee fails to submit a request to extend this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the Project this Agreement covers (FGC, § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable FGC section 711.4 filing fee listed at http://www.wildlife.ca.gov/habcon/ceqa/ceqa_changes.html.

TERM

This Agreement shall remain in effect for four (4) years beginning on the date signed by CDFW, unless it is terminated or extended before then. All provisions in this Agreement shall remain in force throughout its term. Permittee shall remain responsible for implementing any provisions specified herein to protect fish and wildlife resources after this Agreement expires or is terminated, as FGC section 1605(a)(2) requires.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) COMPLIANCE

In approving this Agreement, CDFW is independently required to assess the applicability of CEQA. The features of this Agreement shall be considered as part of the overall Project description.

Permittee's concurrence signature on this Agreement serves as confirmation to CDFW that the activities conducted under the terms of this Agreement are consistent with the Project as described in the CEQA Initial Study with Mitigated Negative Declaration (IS/MND) prepared by the Tulare County Resource Management Agency as the Lead Agency for Bear Creek Road over Rancheria Creek Bridge Project (State Clearinghouse (SCH) No. 2016031049), approved by Tulare County Resource Management Agency on October 13, 2016.

CDFW shall submit a Notice of Determination to the State Clearinghouse upon signing this Agreement.

EXHIBITS

The documents listed below are included as exhibits to this Agreement and are incorporated herein by reference.

- Figure 1. Project Location USGS Quad Map
- Figure 2. Bridge Project and Iris Relocation Areas
- Figure 3. Revegetation Location: Kaweah Oaks Preserve

AUTHORITY

If the person signing this Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION


This Agreement authorizes only the Project described herein. If Permittee begins or completes a Project different from the Project this Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with FGC section 1602.

CONCURRENCE

The undersigned accepts and agrees to comply with all the provisions of this Agreement.

**TULARE COUNTY
BOARD OF SUPERVISORS
FOR TULARE COUNTY RESOURCE
MANAGEMENT AGENCY**


Benjamin Ruiz, Jr. J. STEVEN WORTHLEY

APPROVED AS TO FORM:
COUNTY COUNSEL
By  2018411
5/30/18
Deputy

June 12, 2018
Date

**FOR CALIFORNIA DEPARTMENT OF FISH AND
WILDLIFE**


Julie A. Vance
Regional Manager – Central Region

6/22/18
Date

Figure 1

Exhibit A

Figure 1
Department of Fish and Wildlife
Conservation Planning GIS
Central Region
Date: 7/13/2016

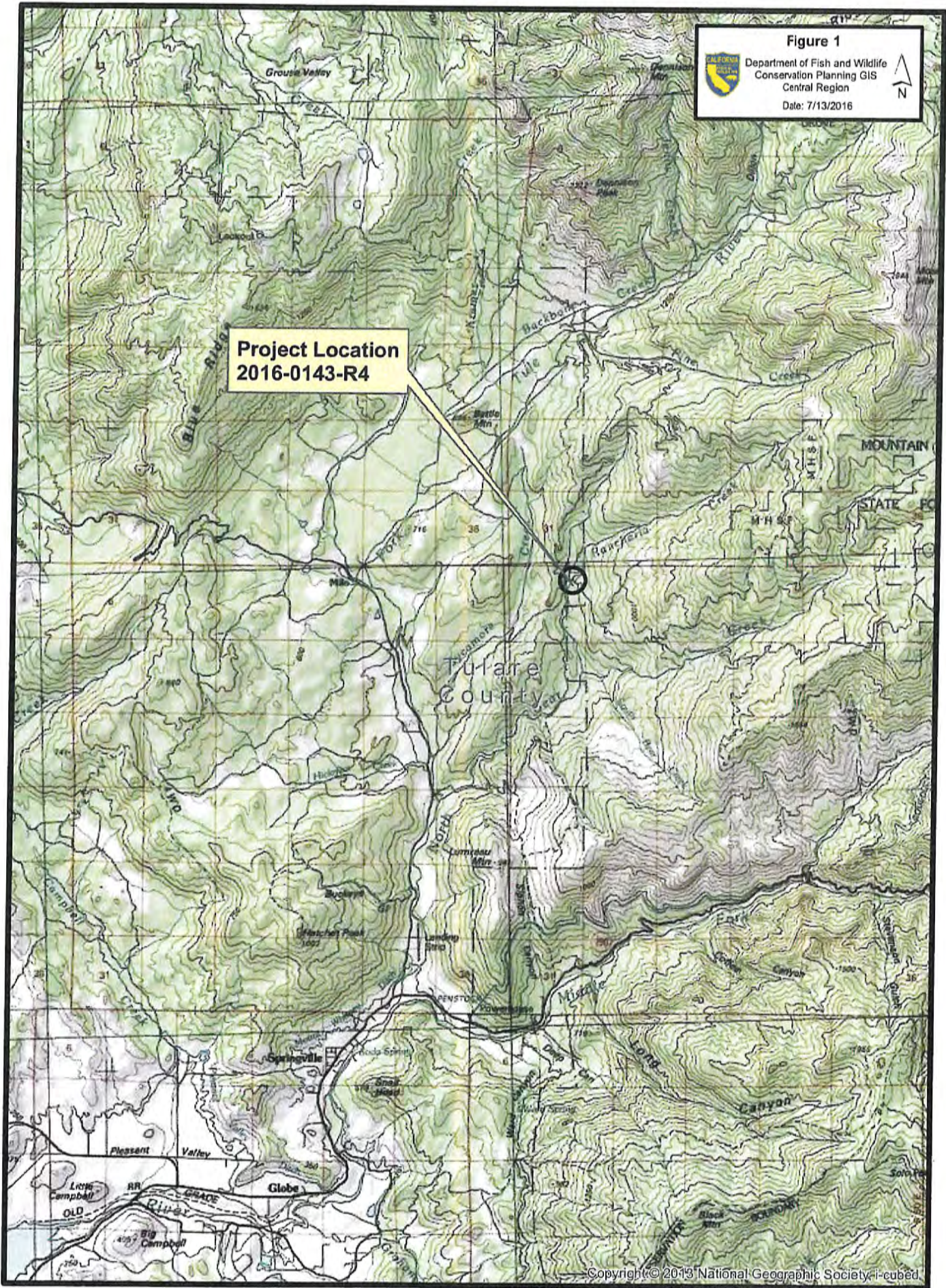
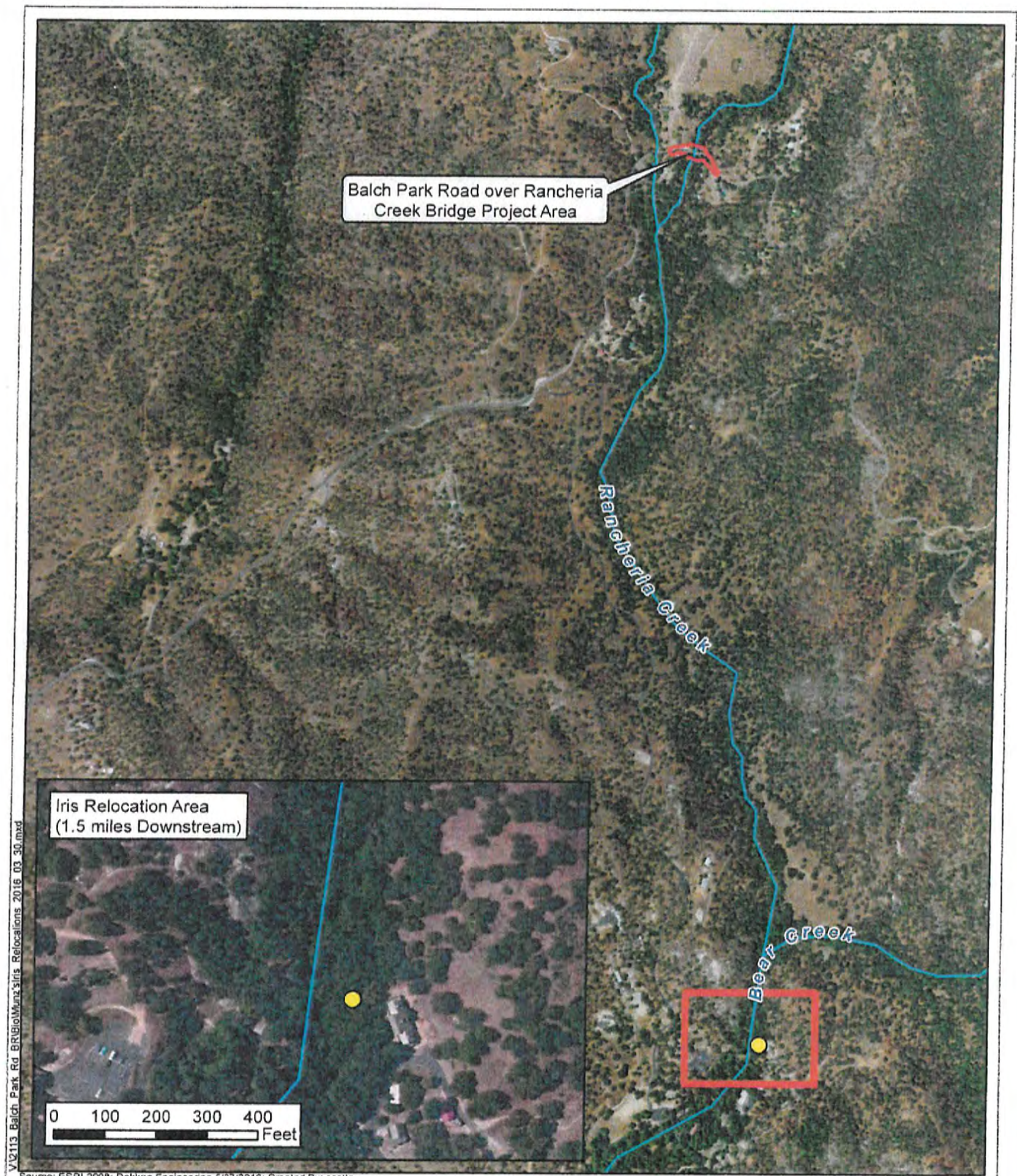


Figure 2

Exhibit B



V:\2113 Balch Park Rd BRLO\Wmz\Iris Relocations 2016 03 30.mxd

Source: ESRI 2008; Dokken Engineering 5/27/2016; Created By: scotts

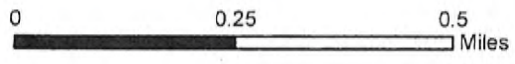
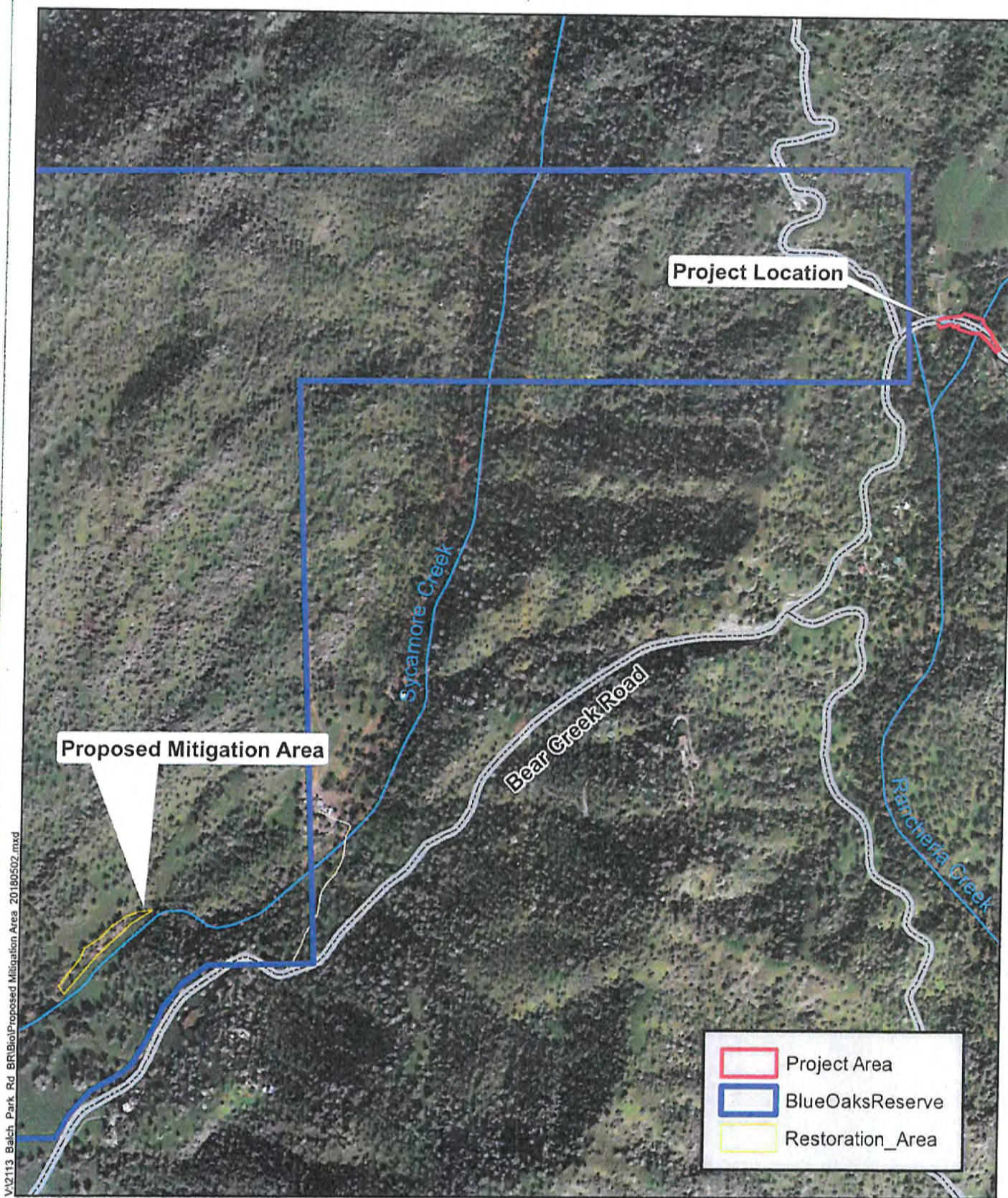


Figure 3
Iris Relocation Area

BRLO-5946 (117)
Balch Park Road over Rancheria Creek Bridge Project
Bridge No. 46C-0162
Tulare County, California

Figure 3

Exhibit C



V:\2113_Balch_Park_Rd_BR\Biol\Proposed Mitigation Area_20180502.mxd

Source: ESRI World Street Maps Online; Dokken Engineering 5/3/2018; Created By: adelas

Proposed Mitigation Area

BRLO-5946 (117)
 Balch Park Road over Rancheria Creek Bridge Project
 Bridge No. 46C-0162
 Tulare County, California

EXHIBIT B
PROJECT COST

[Attached On The Next Page]

Sequoia Riverlands Trust: Rancheria Creek Mitigation Budget

ITEM	Project Planning & Coordination	Site Prep / Install at Blue Oak Ranch Preserve	Site Maintenance & Monitoring	TOTAL	COMMENTS
SRT Personnel					
President/CEO	\$546	\$0	\$682	\$1,228	Assists with project design and planning, cost estimating, etc
Director of Stewardship	\$955	\$0	\$3,821	\$4,777	
Director of Land Acquisitions	\$577	\$0	\$288	\$865	
Director of Mitigation and Land Management	\$1,182	\$1,773	\$591	\$3,546	Project planning, fence reinforcement and repair
Land Steward/ Project Manager	\$1,959	\$2,449	\$22,041	\$26,449	Serves as project manager, oversees field work, does monitoring
Volunteer Coordination and Oversight	\$463	\$1,853	\$2,780	\$5,096	Coordinates, manages, and oversees volunteers
Field Technicians	\$143	\$857	\$12,861	\$13,861	Plant installation and monitoring, maintains irrigation
Conservation Project Manager	\$228	\$0	\$1,827	\$2,056	GIS mapping, annual reporting
Financial Managers	\$445	\$0	\$3,335	\$3,780	Finance Director & Assistant -- contracting, project cost accounting, billing, payments
TOTALS	\$6,498	\$6,933	\$48,227	\$61,658	
Contract Service Expenses					
Well system & associated plumbing, electrical supply	\$0	\$4,000	\$3,000	\$7,000	Install and maintain new pump to provide sufficient irrigation pressure
Materials & Supplies					
Portion of Arc GIS subscription	\$50	\$0	\$250	\$300	
Plants	\$0	\$0	\$480	\$480	Mortality replacement at \$10/plant, includes nursery labor and supplies
Fencing supplies	\$0	\$400	\$400	\$800	Reinforce and strengthen existing fence to exclude cattle
Irrigation equipment	\$0	\$900	\$900	\$1,800	Tubing, emitters, timers, etc.
Misc. supplies	\$0	\$500	\$2,000	\$2,500	site prep herbicides, gas for weed trimmers and mowers, misc. small equipment
Equipment Rental & Maintenance	\$0	\$500	\$2,000	\$2,500	equipment trailer, maintain weed trimmers, etc.
Mileage	\$240	\$300	\$13,920	\$14,460	\$0.58/mile (100 miles round-trip), 4 trips/month *Note: actual IRS reimbursement rate will be used for invoicing
TOTALS	\$6,788	\$13,533	\$71,177	\$91,498	
				10% Contingency	\$9,150
				TOTAL	\$100,648
<i>Lump Sum Payment Due When Mitigation Services Agreement Is Executed (including contingency)</i>					\$22,353
<i>Not to Exceed Amount for Monitoring & Maintenance Period (including contingency)</i>					\$78,295

EXHIBIT C
INSURANCE REQUIREMENTS

[Attached On The Next Page]

Exhibit C

PROFESSIONAL SERVICES CONTRACTS **INSURANCE REQUIREMENTS**

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled, except after written notice has been provided to the COUNTY.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name _____ Date: _____

Contractor Name _____

Signature _____