DEPARTMENT of PUBLIC WORKS



PETE HEIMBIGNER, Director Public Works/Transportation

B-1 2021/64

April 2, 2021

707 Nevada Street, Suite 4 Susanville, CA 96130

> ₹ 530) 251-8288 FAX: (530) 251-2675

TO:

Board of Supervisors

Agenda Date: April 13, 2021

FROM:

Department of Public Works/Transportation

SUBJECT:

Habitat Mitigation Purchase for Hackstaff Bridges Project

<u>RECOMMENDATION</u>: 1) Approve the Credit Transfer Agreement between Lassen County and National Fish and Wildlife Foundation; 2) Approve the Agreement for Sale of Mitigation Credits by Stillwater Plains Mitigation Bank, Inc.; 3) Authorize the Director of Public Works/Transportation to sign said documents.

<u>DISCUSSION</u>: The Hackstaff Bridges Project consists of constructing two new bridges over Long Valley Creek and Long Valley Overflow Channel and the removal of existing bridges. The project requires permitting from multiple State and Federal agencies. Two of the permits/agreements require that habitat loss due to the project be mitigated by purchasing in lieu habitat as an offset.

The first permit is a Stream Bed Alteration Agreement issued by California Fish and Wildlife (1602 Permit). This agreement requires that 0.14 acres of emergent marsh habitat be "banked" due to construction loss. The cost for purchasing this banked habitat is \$21,000.

The second permit is actually two permits, one each from the State (Water Quality Control Board) and Feds (Army Corp of Engineers), that mirror each other and are generally known as a 401 and 404 permit. The permits require that 0.28 acres of aquatic resource credit in the amount of \$82,800 be purchased and banked.

The purchase of banked habitat (purchase agreements attached) will meet the conditions required by the permits.

ALTERNATIVE: Not Approve.

<u>FINANCIAL IMPACT</u>: Expenditure in an amount of not-to-exceed \$103,800 from Road Construction Budget 122-1222. Reimbursement in the amount of 100% is available from STIP funds set aside for the Hackstaff Bridges Project.

OTHER AGENCY INVOLVEM	ENT: Caltra	ans, Wa	ater Quality Con	trol Board,	Army Corp of
Engineers.	1		, ,		
DEPARTMENT APPROVAL:	Petn	C	Hintin		
REVIEWED FOR AGENDA:					

Exhibit "C"

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM **Payment Receipt**

PROJECT APPLICANT INFORMATION

Name:

Lassen County Public Works

Address:

707 Nevada Street, Suite 4, Susanville, CA 96130

Telephone: 530-251-8296 or dernaga@co.lassen.ca.us

Contact: Dave Ernaga

PROJECT INFORMATION

Project Description: Mitigation for "0.138 acres of permanent impacts to waters of the State" as required by Lahontan Water Board (WDID 6A182005003) letter to Lassen County Public Works, dated January 27, 2021, ("WDID 6A182005003") for the Hackstaff Road Bridges Project, and as required by USACE (SPK-2020-00348) letter to Lassen County Public Works, dated August 27, 2020, ("SPK-2020-00348 Letter") for the project it refers to as the "Hackstaff Road Bridges project" in Lassen County, California.

Project Location: Latitude 40.03694444, Longitude -120.09638889 (from Lahontan Water Board WDID 6A182005003); Section 17, Township 25 North, Range 17 East, Mount Diablo Base and Meridian Latitude 40.026455°, Longitude -120.09642° (from USACE SPK-2020-00348), Lassen County, California

Agency File Numbers: USACE SPK-2020-00348

Lahontan Water Board WDID 6A182005003

Credits Transferred: Twenty-Eight Hundredths (0.28) Aquatic Resource Credit

ILF Program Service Area: Modoc Watershed Service Area

PAYMENT INFORMATION

Payee:	National Fish and Wildlife Foundation			
Payor:	Lassen County Public Works			
Amount:	Eighty-Two Thousand Eight Hundred Dollars (\$82,800)			
Method of paym	ent: Electronic Funds Transfer Check No Money Order No			
Received by:	Date:			
	(Signature)			
Name:	Timothy J. DiCintio Title: Senior Vice President, IDEA			

AGREEMENT FOR SALE OF MITIGATION CREDITS BY STILLWATER PLAINS MITIGATION BANK, INC.

By: Seller:

Stillwater Plains Mitigation Bank, Inc.

Seller's Address:

P.O. Box 52, Palo Cedro, CA 96073

Buyer:

Lassen County Public Works

707 Nevada Street Susanville, CA 96130 Attn: Dave Ernaga

Effective Date:

, 2021

File Service Nos:

Streambed Alteration Agmt

Notification No. 1600p-2020-0193-R-1 (Hackstaff Road)

RECITALS

- A. Seller has developed the Stillwater Plains Mitigation Bank ("the Bank") located in Shasta County, California;
- B. Seller has received approval from the U.S. Army Corps of Engineers (the "Corps"), U.S. Fish & Wildlife Service (the "Service") and California Department of Fish and Wildlife (the "CDFW"), collectively, "the Agencies", to offer vernal swale, vernal pool, seasonal wetland, open water, and emergent wetland habitat preservation and construction credits for sale as compensation for the loss of vernal swale, vernal pool, seasonal wetland, open water, and emergent wetland habitat in accordance with the Mitigation Bank Enabling Instrument: For the Stillwater Plains Mitigation Bank, Inc. on file with Seller;
- C. Buyer is seeking to implement the project described on Exhibit "A" attached hereto ("Project"), which would unavoidably and adversely impact habitat and seeks to compensate for such loss by purchasing compensatory credits from Seller;
- D. Buyer is authorized by the California Department of Fish and Wildlife to purchase 0.14 acres of emergent marsh habitat creation credits from Seller.
- E. Buyer desires to purchase from Seller and Seller desires to sell to Buyer 0.14 acres of emergent marsh creation habitat credits on the terms and conditions set forth in this agreement.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- Section 1. <u>Purchase.</u> Seller hereby sells 0.14 acres of emergent marsh habitat creation credits on the terms and conditions set forth in this agreement.
- Section 2. <u>Purchase Price and Terms</u>. The purchase price (the "Purchase Price") shall be the sum of \$21,000.00 payable by wire transfer of funds according to instructions

provided by Seller to Buyer or cashier's check. Upon receipt of the Purchase Price, the Seller shall complete the payment receipt form attached hereto as Exhibit "B", and shall submit a copy of the completed payment receipt to Buyer and the respective Agencies.

- Section 3. <u>Bill of Sale</u>. Upon receipt of the full purchase price, the Seller will deliver to Buyer an executed Bill of Sale in the manner and form as attached and marked Exhibit "C".
- **Section 4.** <u>Buyer's Interest in Property</u>. The sale and transfer herein is not a sale or transfer to Buyer of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest of the foregoing.
- Section 5. <u>Disclaimer of Representations and Warranties</u>. Buyer acknowledges that Buyer is solely responsible for ensuring that the mitigation credits purchased pursuant to this Agreement satisfy any and all of Buyer's mitigation requirements as required by the U.S. Army Corps of Engineers, U.S. Fish & Wildlife Service, California Department of Fish and Game and any other private, public or governmental entity, agency or person. Buyer acknowledges that no express or implied representations or warranties are given by Seller with respect to any matter relating to the credits purchased under this Agreement. The entire risk as to whether the credits satisfy Buyer's requirements for mitigation are assumed by Buyer.
- **Section 6.** <u>Non-Transferable/Non-Assignable</u>. The compensatory credits sold and transferred to Buyer shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other project or purpose, except as set forth herein.
- **Section 7.** <u>Non-Refundable</u>. Because Buyer is solely responsible for ensuring that the credits purchased pursuant to this Agreement satisfy Buyer's mitigation requirements before purchase, Buyer acknowledges and agrees that the Purchase Price paid for the purchase of credits pursuant to this Agreement is non-refundable.

Section 8. Miscellaneous.

- **8.1.** Attorneys' Fees. In any action, proceeding, or arbitration arising out of or relating to this Contract, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and expenses.
- **8.2.** Entire Agreement. The Contract and the attached exhibits constitute the entire agreement between the parties relating to the reservation and/or sale of the compensatory credits and/or services required under this Agreement. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Contract are of no force and effect unless it is in writing and signed by Buyer and Seller.
- **8.3.** <u>Binding Effect</u>. This Contract shall be binding on and inure to the benefit of the parties to this Contract and their heirs, personal representatives, successors, and assigns, except as otherwise provided in this Contract.

8.4. <u>Counterparts</u> . This Agreement may be executed in one or more
counterparts, each of which shall be deemed an original, but all of which together shall constitute
one and the same instrument. The parties agree that the transmission of a signed copy of this
Agreement via facsimile shall constitute execution and delivery hereof, and the parties agree to
deliver original ink signed counterparts as soon as reasonably possible thereafter.

8.5. Governing Law. This Contract and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective on the day and year stated above.

SELLER:	BUYER:
STILLWATER PLAINS MITIGATION BANK, INC., a California Corporation	LASSEN COUNTY PUBLIC WORKS
By:	
Glenn Hawes, President	, Public Works Director

EXHIBIT "A"

DESCRIPTION OF PROJECT TO BE MITIGATED

Buyer shall be solely responsible for the accuracy of the description of project to be mitigated.

Hackstaff Bridge Replacement Project:

The Project will realign Hackstaff Road and install two new bridges and new road segments just north of existing #7C-12 and #7C-81 bridges over Long Valley Creek and Long Valley Creek Overflow, respectively. The current bridges have been in place for over 50 years and have experienced substantial storm damage during this time. The bridges were determined by Caltrans during their biennial inspection to be structurally deficient by both state and Federal standards in September 2018. The bridges qualified for replacement through the Highway Bridge Replacement and Rehabilitation Program.

The 9.47 acre Project site is located at Long Valley Creek and Long Valley Creek Overflow in the County of Lassen, State of California; Section 17, Township 25 N, Range 17E, Doyle U.S. Geological Survey (USGS) quadrangle, Mt. Diablo base and meridian; Assessor Parcel Numbers 141-230-19-11, 141-350-59-11, 141-350-71-11, & 14-350-05-11.

Streambed Alteration Agmt
Notification No. 1600p-2020-0193-R-1 (Hackstaff Road)

EXHIBIT "B"

STILLWATER PLAINS MITIGATION BANK, INC. PAYMENT RECEIPT

BUYE	ER INFORM	ATION			
	Name:	Lassen Coun	ty Public Works		
	Address:		707 Nevada Street		
		Susanville, C	CA 96130		
		Attn: Dave E			
		ritin. Dave L	inaga		
PROJ	ECT INFOR	RMATION			
	Project Desc	ription:	Hackstaff Road Bridge Replacement		
		P	Streambed Alteration Agmt		
			Notification No. 1600p-2020-0193-R-1 (Hackstaff Road)		
	Species/Hab	itat Affected:	Emergent Marsh		
	Credits to be	Purchased:	0.14 acres of emergent marsh creation credits		
	Payment An	nount:	\$21,000.00		
	Project Loca		Lassen County, California		
	County/Add		Lassen County, California		
	000110)/1144	. • • • • • • • • • • • • • • • • • • •	Zuccom County, Cumomu		
PAVN	MENT INFO	RMATION			
1 2 3 1 1 1			ic Works		
Payor: Lassen County Public Works					
	Payee: Stillwater Plains Mitigation Bank, Inc. \$21,000.00				
	Mala la Company Callin La Charles On William Callin La Charles Callin La Charles Charles Callin Charles Charle				
	Method of p	ayment: Casm	er's Check -OR- Wire Transfer (please circle)		
ъ .	1.0		D %		
Receiv	red By:		Date:		
	(Sign	ature)			

FOR ILLUSTRATIVE PURPOSES ONLY, NOT EFFECTIVE UNTIL SIGNED

Name: Glenn Hawes Title: President

EXHIBIT "C"

BILL OF SALE

In consideration of \$21,000.00 receipt of which is hereby acknowledged, Stillwater Plains Mitigation Bank, Inc. does hereby bargain, well and transfer to the City of Redding, 0.14 acres of emergent marsh creation credits in the Stillwater Plains Mitigation Bank in Shasta County, California, developed, and approved by the U.S. Army Corps of Engineers, the U.S. Fish & Wildlife Service and the California Department of Fish and Game.

DATED: _______

STILLWATER PLAINS MITIGATION BANK, INC., a California corporation

By:		
-	Glenn Hawes, President	7

FOR ILLUSTRATIVE PURPOSES ONLY, NOT EFFECTIVE UNTIL SIGNED

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM

CREDIT TRANSFER AGREEMENT Contract #: 00151

This Credit Transfer Agreement ("Agreement") is entered into this day of	_, 2021, by
and between THE NATIONAL FISH AND WILDLIFE FOUNDATION ("Program Sponsor	") and
LASSEN COUNTY PUBLIC WORKS ("Project Applicant"), jointly referred to as the "Parti	es," as
follows:	

RECITALS

- A. The Program Sponsor developed the Sacramento District California In-Lieu Fee Program ("ILF Program") covering the geographic area within the jurisdictional limits of the U.S. Army Corps of Engineers, Sacramento District within California; and
- B. The ILF Program was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Water Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies") on October 10, 2014, and the ILF Program is currently in good standing with the Agencies; and
- C. The ILF Program has received approval from the Agencies to offer Aquatic Resource Credits and Vernal Pool Credits pursuant to the Instrument, as compensation for impacts to aquatic resources regulated by the Agencies; and
- D. Project Applicant is seeking to implement the Hackstaff Road Bridges Project in Lassen County, California, in accordance with a water quality certification under Section 401 of the Clean Water Act, as set forth in a Lahontan Water Board (WDID 6A182005003) letter to Lassen County Public Works, dated January 27, 2021, ("WDID 6A182005003 Letter"), and in accordance with a USACE (SPK-2020-00348) letter to Lassen County Public Works, dated August 27, 2020, ("SPK-2020-00348 Letter"). The WDID 6A182005003 Letter authorized the project, which would "replace two bridges that span Long Valley Creek and Long Valley Creek Overflow Channel on Hackstaff Road." The SPK-2020-00348 Letter authorized the project it refers to as the "Hackstaff Road Bridges project," which would involve "the discharge of fill material into waters of the U.S. for the construction of two bridges and restoration of the decommissioned bridge area." Specifically, the Project Applicant seeks to "mitigate for 0.138 acres of permanent impacts to waters of the State" (as described in the WDID 6A182005003 Letter) by purchasing credits from the ILF Program in accordance with such letter, as described in Exhibit "A" attached hereto; and
- E. The SPK-2020-00348 Letter states that "the [Project Applicant's] activities are authorized and the work may proceed subject to the conditions of water quality certification . . ." In turn, Project Applicant has been authorized by the WDID 6A182005003 Letter referenced in paragraph D above to purchase "0.280 aquatic resource credits from the National Fish and Wildlife Foundation's

(NFWF) Sacramento District California In-Lieu Fee Program for the Modoc Aquatic Resources Watershed Service Area"; and

F. Given the facts stated in paragraph E above, Project Applicant desires to purchase from the ILF Program and the Program Sponsor desires to transfer to Project Applicant Twenty-Eight Hundredths (0.28) Aquatic Resource Credit in the Modoc Watershed Service Area;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

- 1. The Program Sponsor hereby agrees to transfer to Project Applicant from the ILF Program Twenty-Eight Hundredths (0.28) Aquatic Resource Credit in the Modoc Watershed Service Area ("Purchased Credits") for the purchase price of Eighty-Two Thousand Eight Hundred Dollars (\$82,800) ("Purchase Price"). This Agreement is expressly conditioned upon the Program Sponsor's receipt of the Purchase Price for said Purchased Credits, in accordance with this Agreement.
- 2. The sale and transfer of the Purchased Credits is not intended as a sale or transfer to Project Applicant of a security, license, lease, easement, or possessory or non-possessory interest in real property, nor the granting of any interest in any of the foregoing.
- 3. Project Applicant shall have no obligation or right whatsoever by reason of the purchase of the Purchased Credits, to support, pay for, monitor, report on, sustain, continue in perpetuity, or otherwise be obligated, informed, or liable for the success or continued expense or maintenance in perpetuity of the Purchased Credits transferred, or the ILF Program. The Program Sponsor shall be fully and completely responsible for satisfying any and all conditions placed on the Purchased Credits transferred and the ILF Program.
- 4. The Purchased Credits sold and transferred to Project Applicant shall be non-transferable and non-assignable, and shall not be used as compensatory mitigation for any other Project or purpose, except as set forth herein.
- 5. Project Applicant must pay and deliver the Purchase Price to the Program Sponsor by cashier's check or wire transfer (in accordance with written instructions provided to Project Applicant from Program Sponsor) within sixty (60) days of the date of execution of this Agreement. If the Purchase Price is not received by Program Sponsor within such 60-day period, then at any time thereafter Program Sponsor may, unless and until the Purchase Price is received and accepted by Program Sponsor, terminate this Agreement at will by providing no less than three (3) days' advance written notice to Project Applicant of Program Sponsor's intention to so terminate.
- 6. Upon receipt of the Purchase Price, (a) transfer of the Purchased Credits shall be effectuated and evidenced by Program Sponsor's delivery to Project Applicant of an executed bill of sale ("Bill of Sale") in substantially the form attached hereto and marked Exhibit "B" and (b) Program Sponsor's receipt of the Purchase Price shall be confirmed and evidenced by Program Sponsor's delivery to Project Applicant of a completed payment receipt ("Payment Receipt") in substantially the form attached hereto and marked Exhibit "C."
- 7. After delivering the Bill of Sale and Payment Receipt in accordance with Section 6 above, the Program Sponsor shall submit to the parties listed in the Notices section of the Instrument, final, executed copies of: (a) this Agreement; (b) the Bill of Sale; (c) the Payment Receipt; and (d) an updated Credit Ledger (as defined under the Instrument) reflecting the transfer of the Purchased Credits to the Project Applicant.

IN WITNESS WHEREOF, the parties have exergear first above written.	ecuted this Agreement as of the day and
PROGRAM SPONSOR: National Fish and Wildlife Foundation	
By: Timothy J. DiCintio, Senior Vice President, IDEA	Date:
PROJECT APPLICANT: Lassen County Public Works	
Rv	Date:

Exhibit "A"

DESCRIPTION OF PROJECT REQUIRING COMPENSATORY MITIGATION

Lahontan Regional Water Quality Control Board (WDID 6A182005003) letter to Lassen County Public Works, dated January 27, 2021, ("WDID 6A182005003 Letter"), authorized the Hackstaff Road Bridges Project in Lassen County, California, a project that would "replace two bridges that span Long Valley Creek and Long Valley Creek Overflow Channel on Hackstaff Road." Specifically, the WDID 6A182005003 Letter requires the Project Applicant to purchase "0.280 aquatic resource credits from the National Fish and Wildlife Foundation's (NFWF) Sacramento District California In-Lieu Fee Program for the Modoc Aquatic Resources Watershed Service Area" to "mitigate for 0.138 acres of permanent impacts to waters of the State."

Department of the Army, U.S. Army Corps of Engineers, Sacramento District (SPK-2020-00348) letter to Lassen County Public Works, dated August 27, 2020, ("SPK-2020-00348 Letter"), authorized the project it refers to as the "Hackstaff Road Bridges project," and involves "discharge of fill material into waters of the U.S. for the construction of two bridges and restoration of the decommissioned bridge area." The project was authorized by Nationwide Permit Number (NWP) 14 with the following proviso that: "However, this authorization is denied without prejudice until water quality certification under Section 401 of the Clean Water Act has been issued or waived for the activities requiring a permit from this office. Once you receive water quality certification or waiver thereof, the activities are authorized and the work may proceed subject to the conditions of water quality certification, and the terms and conditions of the NWP."

The Lahontan Regional Water Quality Control Board's "water quality certification under Section 401 of the Clean Water Act" for the project is the WDID 6A182005003 Letter.

Exhibit "B"

SACRAMENTO DISTRICT CALIFORNIA IN-LIEU FEE PROGRAM BILL OF SALE

Contract # 00151

In consideration of the sum of Eighty-Two Thousand Eight Hundred Dollars (\$82,800), receipt of which is hereby acknowledged, the National Fish and Wildlife Foundation ("Program Sponsor") does hereby sell and transfer to Lassen County Public Works ("Project Applicant") Twenty-Eight Hundredths (0.28) Aquatic Resource Credit in the Modoc Watershed Service Area of the Sacramento District California In-Lieu Fee Program ("ILF Program"), which was approved through execution of the ILF Program Instrument ("Instrument") by the Sacramento District of the U.S. Army Corps of Engineers ("USACE"), Region IX of the U.S. Environmental Protection Agency ("USEPA"), the National Oceanic and Atmospheric Administration's National Marine Fisheries Service ("NMFS"), the State Water Resources Control Board ("State Board"), the Central Valley Regional Water Quality Control Board ("Central Valley Water Board"), and the Lahontan Regional Water Quality Control Board ("Lahontan Water Board") (jointly referred to as "Agencies").

Program Sponsor represents and warrants that the ILF Program is in good standing with the Agencies and has available the specified number of Twenty-Eight Hundredths (0.28) Aquatic Resource Credit in the Modoc Watershed Service Area to transfer to the Project Applicant.

Program Sponsor also represents and warrants to the Project Applicant that it has all right, title, and interest in the Credits necessary to transfer them to the Project Applicant.

DATED:	
National Fish and Wildlife Foundation, Program S	Sponsor
By:	DEA

Peter Heimbigner

From:

Taraneh Emam <temam@ecorpconsulting.com>

Sent: To: Friday, February 5, 2021 11:08 AM Dave Ernaga; Peter Heimbigner

Subject:

FW: CTA for Signature: Lassen County Public Works – Modoc – 0.28 - \$82,800

Attachments:

Lassen County Public Works CTA Final 2.5.21_unsigned.pdf; NFWF EFT and Check

Instructions.pdf

This message comes from an external sender. EXTERNAL SENDER WARNING!

Dave and Pete,

Please see the attached Credit Sales Agreement for the mitigation credits from NFWF for Hackstaff Road Bridges, for signature by the County. This credit purchase is for requirements of the 401 and 404 permits. See email from Heather below with instructions.

I will also follow up with the Stillwater Mitigation Bank again regarding the credits we need to purchase there (for the purposes of the 1602).

Thank you, Taraneh

Taraneh Emam, PhD
Senior Biologist / Project Manager
ECORP Consulting, Inc.

NEW! Direct: 916-251-5150 Front Desk: 916-782-9100 temam@ecorpconsulting.com www.ecorpconsulting.com

Schedule: MWF 8-4; Tu/Th 1-4 (working remotely)

From: Heather Hoyles < Heather. Hoyles@NFWF.ORG>

Sent: Friday, February 5, 2021 9:46 AM

To: Taraneh Emam <temam@ecorpconsulting.com>

Cc: Christopher Gurney < Christopher.Gurney@NFWF.ORG>; Anne Butterfield < Anne.Butterfield@NFWF.ORG>

Subject: CTA for Signature: Lassen County Public Works – Modoc – 0.28 - \$82,800

Hi Taraneh,

Please have the applicant review and sign the attached Credit Transfer Agreement and send it back to me. Once we receive the signed version, we will send you a fully executed version as a PDF via email. Please note that NFWF will fill in the date on the first page when the Credit Transfer Agreement is fully executed.

With regards to the Bill of Sale and Payment Receipt, once the funds have been received by NFWF, these items will be signed by NFWF and sent to you as PDFs.

Please find NFWF's check/wire/ACH instructions attached for reference. Please use "ILF Program" on the check, ACH, or wire as the notation identifying the name of the project for which the deposit is being made. We would prefer electronic payments, if possible. Please also let us know when you expect the funds to be sent, so we can notify our finance team.

Thanks! Heather

Heather Hoyles
Manager, Impact-Directed Environmental Accounts (IDEA)
National Fish and Wildlife Foundation
90 New Montgomery Street, Suite 1010
San Francisco, CA 94105
Direct (415) 243-2105 | Few (415) 778-0008

Direct: (415) 243-3105 | Fax: (415) 778-0998 heather.hoyles@nfwf.org | www.nfwf.org



Peter Heimbigner

From:

Taraneh Emam <temam@ecorpconsulting.com>

Sent:

Thursday, February 11, 2021 4:32 PM

To:

Dave Ernaga; Peter Heimbigner

Subject:

1602 Credit sale for Hackstaff

Attachments:

Agmt-Hackstaff Road Bridge Replacement.pdf

Follow Up Flag:

Follow up

Flag Status:

Completed

This message comes from an external sender. EXTERNAL SENDER WARNING!

Hi Dave and Pete,

Please see DeAnne's email below and the attached draft mitigation credit sale agreement for your review.

Thanks, Taraneh

Taraneh Emam, PhD Senior Biologist / Project Manager ECORP Consulting, Inc.

NEW! Direct: 916-251-5150 Front Desk: 916-782-9100 temam@ecorpconsulting.com www.ecorpconsulting.com

Schedule: MWF 8-4; Tu/Th 1-4 (working remotely)

From: dparker@dparkerlaw.com <dparker@dparkerlaw.com>

Sent: Thursday, February 11, 2021 4:19 PM

To: Taraneh Emam <temam@ecorpconsulting.com>

Subject: RE: Stillwater Plains request

Hello Taraneh,

Please find attached the draft agreement. Please review and let me know of any comments or questions.

If ready, then I will have Glenn sign and the Buyer can sign and deliver payment. After receipt, we will issue the payment receipt and bill of sale.

Regards,

DeAnne E. Parker Law Office of DeAnne E. Parker, APLC 1930 West Street Redding, CA 96001 Ph (530) 242-6025 Fax (530) 242-6296 www.dparkerlaw.com