



State of California – Natural Resources Agency
DEPARTMENT OF FISH AND WILDLIFE
South Coast Region
3883 Ruffin Rd
San Diego, CA 92123
R5LSACompliance@wildlife.ca.gov
(858) 467-4201
www.wildlife.ca.gov

GAVIN NEWSOM, Governor
CHARLTON H. BONHAM, Director



February 18, 2025

Hazem Gabr
Southern California Edison
2244 Walnut Grove Avenue
Rosemead, CA 91770
Hazem.Gabr@SCE.com

**EXTENSION OF STREAMBED ALTERATION AGREEMENT NOTIFICATION NO.,
EPIMS-VEN-24592-R5, ENSCH ROAD (DOBERMAN RESCUE) PROJECT**

Dear Hazem Gabr:

The California Department of Fish and Wildlife (CDFW) received your request to extend the above referenced Streambed Alteration Agreement (Agreement) and extension fee on February 20, 2024. You requested to extend the expiration of your Agreement from February 24, 2024, to February 24, 2026.

Agreement because the measures contained in the Agreement no longer protect the fish and wildlife resources that the activity may substantially adversely affect. CDFW hereby agrees to extend the term of the agreement to February 24, 2026, with edits to the following measures to protect fish and wildlife resources. Edits to the Agreement are shown with track changes in Exhibit A. The revised Agreement is attached as Exhibit B.

All terms and conditions in the Agreement remain in effect unless otherwise noted herein.

Please sign and return one copy of this letter to acknowledge the extension and additional measures to protect fish and wildlife resources. Copies of the Agreement and this extension must be readily available at project work sites and must be presented when requested by a CDFW representative or agency with inspection authority.

If you have questions regarding this letter, please contact Andrew Chambers, Senior Environmental Scientist (Specialist) at (858) 203-5885, or by email at Andrew.Chambers@wildlife.ca.gov.

Hazem Gabr
EPIMS-VEN-24592-R5
February 18, 2025

Sincerely,

DocuSigned by:
Heather A. Pert
DF423498814B441...

Heather A. Pert, Environmental Program Manager

cc: California Department of Fish and Wildlife

Heather A. Pert, Environmental Program Manager
Erika Cleugh, Senior Environmental Scientist (Supervisory)
Andrew (Andy) Chambers, Senior Environmental Scientist (Specialist)
Susan (Sue) Howell, Staff Services Analyst

Southern California Edison

Victoria Parsons, Victoria.Parsons@SCE.com
Casey Quon, Casey.Quon@SCE.com

ACKNOWLEDGEMENT

I hereby agree to the above-referenced amendment.

Print Name: Hazem Gabr

Date: 2/18/2025

Signed by:
Hazem Gabr
Signature: 108CBF95B90342D...

EXHIBIT A

Tracked changes version of the original final Agreement (see attached .pdf file).

EXHIBIT B

Revised version of the Final Agreement as Extended and Amended (see attached .pdf file).

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CALIFORNIA 92123



STREAMBED ALTERATION AGREEMENT
EPIMS-VEN-24592-R5-~~(FINAL VERSION)~~
BOULDERLORD CREEK

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HAZEM GABR
2244 WALNUT GROVE AVENUE, GO-1, QUAD 2C
ENVIRONMENTAL SERVICE
ROSEMEAD, CALIFORNIA 91770

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ENSCH ROAD (DOBERMAN RESCUE) PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Southern California Edison (SCE; Permittee) or as represented by Hazem Gabr.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 29, 2021, that Permittee intends to complete the ~~project~~Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the ~~project~~Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Ensch Road (Doberman Rescue) Project (Project) is located at BoulderLord Creek, in the County of Ventura, State of California; Latitude 34.413162°, Longitude - 118.965314°; Assessor's Parcel Number (~~APN~~)-041-0-150-030. The Project is located along a portion of SCE's 220kV Santa Clara-Vincent, 220kV Pardee-Santa Clara, 66kV Idle Santa Clara-P.S. 11, and 66kV Santa Clara-Wakefield No. 2 circuits (Figure 1).

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PROJECT DESCRIPTION

The purpose of the Project is to maintain set clearance distances between vegetation and power lines.

The Project will take place along a portion of the following SCE circuits: 220kV Santa Clara-Vincent, 220kV Pardee-Santa Clara, 66kV Idle Santa Clara-P.S. 11, and 66kV Santa Clara-Wakefield No. 2. Clearance distances for power lines are determined based on the circuit's voltage and take into account the sag and sway of the lines during extreme events (e.g., inclement weather). A clearance distance of 12 feet is recommended for the two circuits with a voltage of 66kV and a clearance distance of 30 feet is recommended for the 220kV circuits. The recommended clearance distance from each circuit limits work to a 2.28-acre Maintenance Work Area (MWA). The Project area is limited to 1.08 acres (600 linear feet) of riparian habitat and streambeds. The remaining 1.2 acres within the MWA consists of orchard agriculture.

Prior to any Project activities, a vegetation management pre-inspection team made up of certified arborists will conduct two field surveys within the Project area. Field surveys will be conducted to collect location, quantity and species data on any trees or other vegetation that enter the clearance distances. Crews will utilize either the crown reduction method to reduce canopy cover of vegetation while leaving the understory intact, or the brushing method which completely removes the scrub vegetation leaving only the stump and roots intact. The brushing method will not remove any stems and/or branches with a diameter greater than 4four inches.

All equipment will be stored and staged out of the Project area. The crew will access the site by foot, or from a bucket truck staged on the existing road. Work will be conducted using hand-operated equipment and may include hand pruners, pruning saws, chainsaws, and weed whackers. A chipper and collection truck will be staged on the existing road. All cut and chipped material will be contained and properly disposed of off-site.

The initial activity for line clearing will temporarily impact 4.080.117 acres of the vegetation and permanently impact 0.847 acres of Lord Creek.

The initial activity specifically includes: one cottonwood trim (*Populus* sp.), nine oak trims (*Quercus* sp.), one pepper trim (*Schinus molle*), six avocado trims (*Persea* sp.), 17 willow trims (*Salix* sp.), and the brushing of 93 laurel sumacs (*Malosma laurina*). Refer to Table 1 for additional information.

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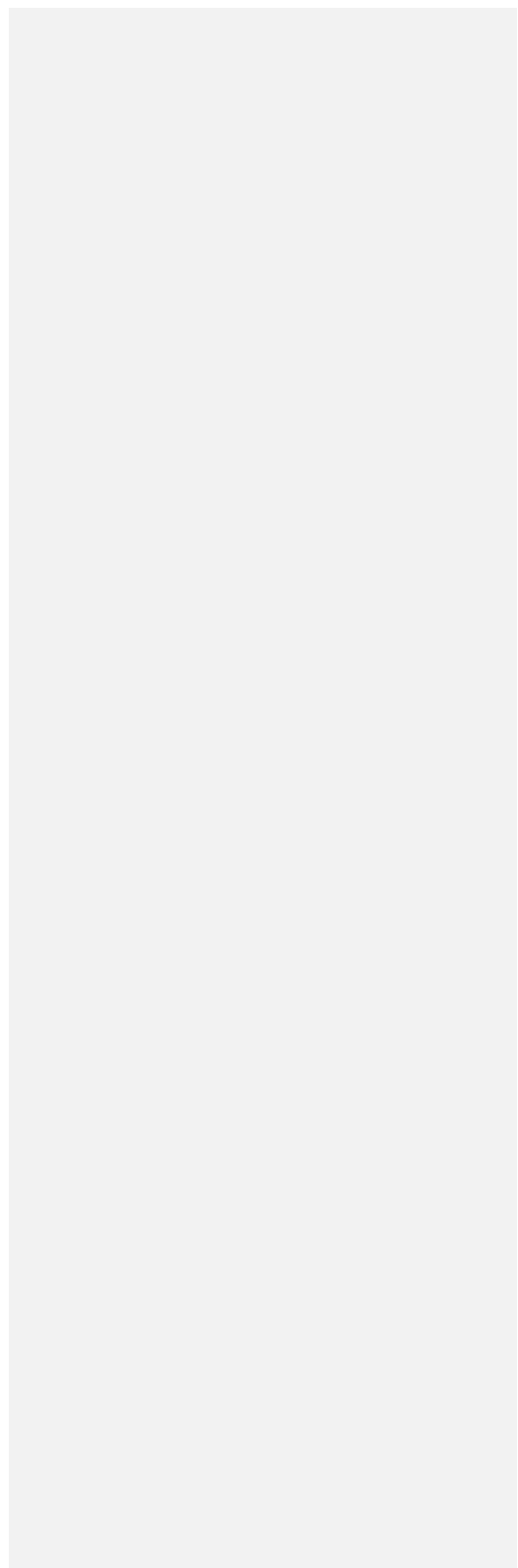
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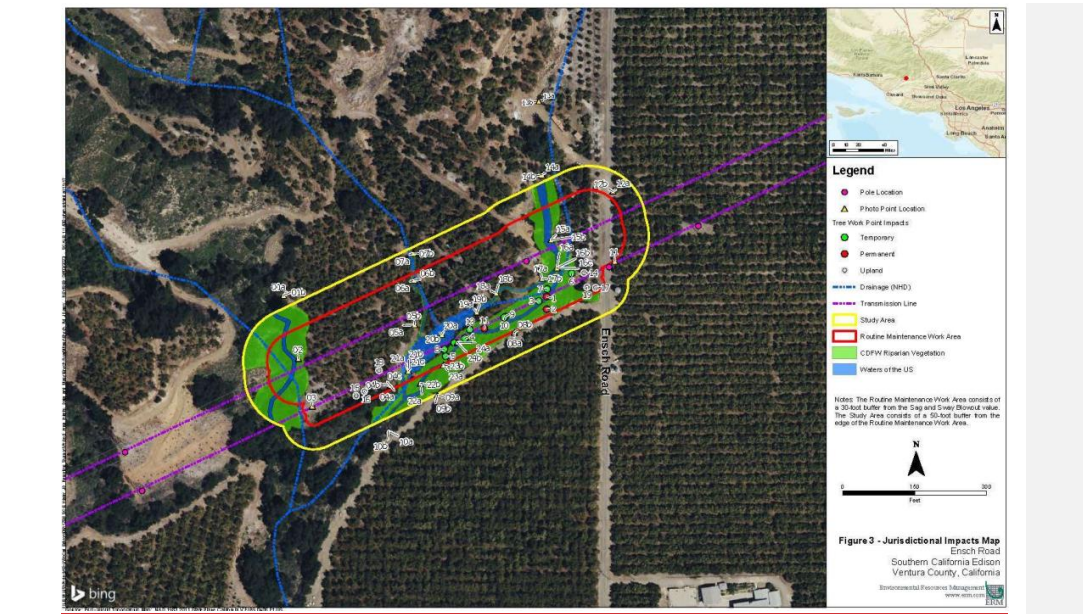
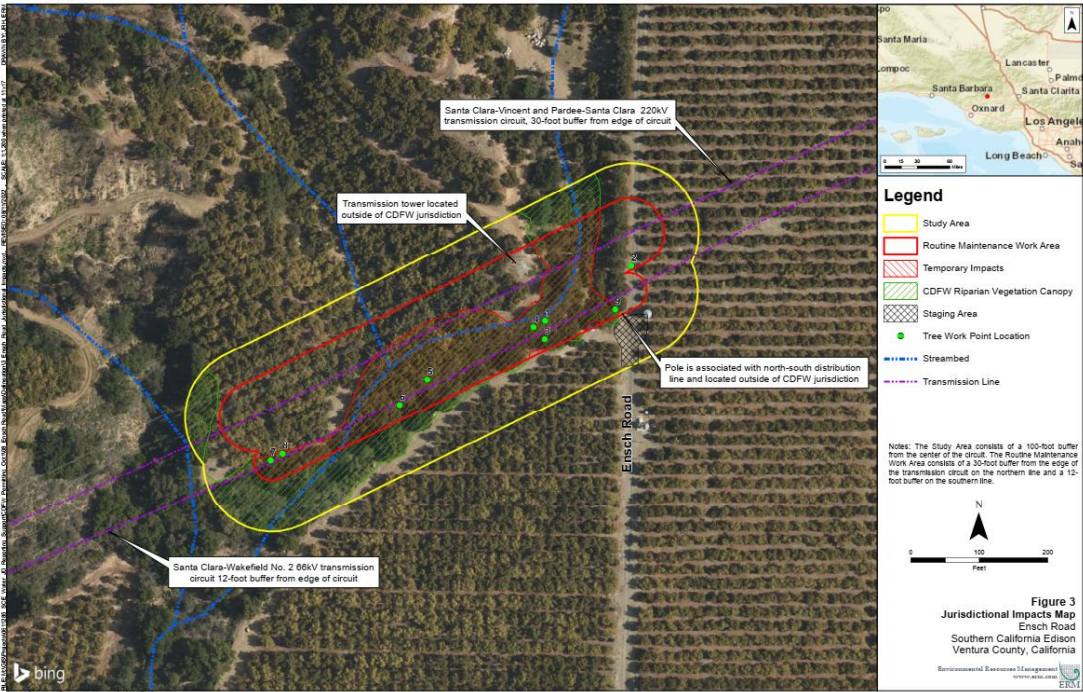
Table 1. Year 1 Vegetation Prescription

Map ID	Quantity ¹	Species	Management Prescription	Estimated Percentage Canopy to be Trimmed
1	5	Willow	CROWN REDUCTION	10-20%
2	4	Avocado	CROWN REDUCTION	0-10%
3	93	Sumac	BRUSH TRIM/REMOVAL	>50%
4	1	Cottonwood	CROWN REDUCTION	>50%
5	6	Oak	CROWN REDUCTION	30-40%
6	12	Willow	CROWN REDUCTION	>50%
7	3	Oak	CROWN REDUCTION	20-30%
8	1	Pepper	CROWN REDUCTION	20-30%
9	2	Avocado	CROWN REDUCTION	0-10%

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Figure 1 – Project Overview





PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

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Amphibians: western toad (*Bufo boreas*), Baja California treefrog (*Pseudacris hypochondriaca*), California treefrog (*Pseudacris cadaverina*);

Birds: hooded oriole (*Icterus cucullatus*), western tanager (*Piranga ludoviciana*), black-headed grosbeak (*Pheucticus melanocephalus*), California towhee (*Melospiza crissalis*), spotted towhee (*Pipilo maculatus*), lesser goldfinch (*Spinus psaltria*), house finch (*Haemorhous mexicanus*), ash-throated flycatcher (*Myiarchus cinerascens*), red-tailed hawk (*Buteo jamaicensis*), Costa's hummingbird (*Calypte costae*), western scrub-jay (*Aphelocoma californica*), western meadowlark (*Sturnella neglecta*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), northern mockingbird (*Mimus polyglottos*), California quail (*Callipepla californica*), turkey vulture (*Cathartes aura*), mourning dove (*Zenaidura macroura*), phainopepla (*Phainopepla nitens*), acorn woodpecker (*Melanerpes formicivorus*), wrenit (*Chamaea fasciata*), bald eagle (*Haliaeetus leucocephalus*), Bell's sparrow (*Amphispiza belli*), loggerhead shrike (*Lanius ludovicianus*), Nuttall's woodpecker (*Picoides nuttallii*), oak titmouse (*Baeolophus inornatus*), rufous-crowned sparrow (*Aimophila ruficeps*), yellow-rumped warbler (*Dendroica coronata*);

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Insects: Acmon blue (*Icaricia acmon*), white cabbage butterfly (*Pieris rapae*), swallowtail (*Papilio sp.*);

Mammals: pallid bat (*Antrozous pallidus*), coyote (*Canis latrans*), mule deer (*Odocoileus hemionus*), California ground squirrel (*Otospermophilus beecheyi*), San Diego desert wood rat (*Neotoma lepida intermedia*);

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Reptiles: western fence lizard (*Sceloporus occidentalis*), common side-blotched lizard (*Uta stansburiana*), coast horned lizard (*Phrynosoma blainvillii*), coastal whiptail (*Aspidoscelis tigris stejnegeri*), California legless lizard (*Anniella pulchra*); and

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Plants: laurel sumac (*Malosma laurina*), cottonwood (*Populus sp.*), coast live oak (*Quercus agrifolia*), black willow (*Salix nigra*), arroyo willow (*Salix lasiolepis*), and blue elderberry (*Sambucus nigra ssp. caerulea*).

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The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; change in contour of bed, channel, or bank; change in gradient of bed, channel, or bank; change in channel cross-section; loss of bank stability during construction; increase of bank erosion during construction; change

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in composition of channel materials; soil compaction or other disturbance to soil layer; short-term release of contaminants; long-term release of contaminants; loss or decline of riparian and/or emergent marsh habitat; colonization by exotic plant or animal species; loss or decline of instream channel habitat; change to, or loss or decline of natural bed substrate; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from Project activities; loss or decline of aquatic species' habitat; loss or impediment of terrestrial animal species travel routes due to temporary structures; change in stream flow; change in flow depth, width, or velocity; and change in channel form.

The Project consists of ~~4.080~~ 0.117 acres of temporary impacts to riparian vegetation within the vegetation canopy to maintain clearance distances for operations, and 0.847 acres of permanent impacts to Lord Creek, based on the revised Project impacts provided by Permittee to CDFW on October 3, 2024.

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MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

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1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Habitat Classification and Impacts Analysis. Prior to initiation of Project activities, the Permittee shall submit to CDFW revised vegetation mapping that verifies the habitat classification and impact acreages for the Project. Habitat types shall be identified according to Sawyer et al. 2009 *A Manual of California Vegetation*. Habitat mapping at the alliance level will help establish baseline vegetation conditions. In addition to this mapping, Permittee shall provide CDFW with a figure that shows an overlay of this vegetation mapping by habitat type as well as the type of impacts the vegetation will be subject to. These impacts include, but are not limited to, trimming, brushing, and removal. Permittee shall quantify the impacts resulting from this Project by habitat type and state whether the impacts are permanent or temporary in nature.

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1.2 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the 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.

1.3 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the 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.

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- 1.4 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the 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.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.6 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 the Permittee shall first acquire the legal right to enter.
- 1.7 Notification Requirements. CDFW requires that the Permittee: ~~a1~~) immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified; and, ~~b2~~) immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.
- 1.8 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring, and reporting efforts.
- 1.9 Designated Biologist. At ~~least30~~ thirty ~~(30)~~ days prior to initiating ground- or vegetation-disturbing activities, the Permittee shall submit to CDFW for review and approval a list of biological monitors (Designated Biologist) that will be involved with the Project. The list of Designated Biologists shall be provided to CDFW as soon as possible and include their names, qualifications, experience, and contact information. Designated Biologist shall: ~~a1~~) be knowledgeable and experienced in the biology and natural history of local plant and wildlife resources; ~~b2~~) be able to identify resources that are or have the potential to be present at the Project area; ~~e3~~) have previous biological monitoring experience on construction Projects; ~~d4~~) for any required nesting bird surveys, the biologist must have at least three ~~(3)~~ years of field experience conducting general and protocol level surveys related to finding nests and monitoring them for the specific purpose of determining breeding status, egg incubation, chick maturity, and estimating fledge date; ~~e5~~) have the necessary experience and/or certifications for conducting protocol and focused surveys for species that may be present in the Project area; ~~f6~~) when needed, have obtained the proper documentation in regards to Scientific Collecting Permits ~~(SCP)~~ or Memorandum of Understanding ~~(MOU)~~.

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- 1.10 Designated Biologist – Monitoring. A Designated Biologist shall be on-site to monitor all Project activities within and adjacent to streambed areas.
- 1.11 Agreed Work Activities. The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities not specifically agreed to and resolved by this Agreement shall be subject to a separate notification.
- 1.12 Weather Limitations. Permittee's activities within the ephemeral drainage shall be restricted to periods of low rainfall (i.e., less than ~~¼~~-a 0.25-inch per 24-hour period) and periods of dry weather (i.e., with less than a 40 percent chance of rain). Permittee shall monitor the National Weather Service ~~(NWS)~~-72-hr forecast for the Project area. No work shall occur when the stream is actively flowing, ponded, or during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

2. Avoidance and Minimization Measures

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

- 2.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following: A species fully protected under state law; a candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA; Fish & G. Code § 2050 et seq.) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 et seq.); as State-listed rare plant species; or any other species for which take is prohibited under State or federal law.
- 2.2 Incidental Take Permit. This Agreement does not authorize take of any rare, threatened, candidate or endangered species listed under CESA. An Incidental Take Permit ~~(ITP)~~ from CDFW may be required if the Project, Project construction, or any Project-related activity during the life of the Project will result in "take," as defined by the Fish and Game Code, of any species protected by CESA ~~[(Fish & G. Code, §§86, 2080, 2081, subd. (b) (c)-)].~~ If there is a potential for take, CDFW recommends the Permittee seek appropriate take authorization prior to implementing the Project. If there is a potential for take, Permittee may request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service (USFWS) or National Ocean and Atmospheric Administration would be required to receive take authority for federally threatened and endangered species.

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- 2.3 Reporting Sensitive Species Observations to the California Natural Diversity Database (CNDDDB). Permittee shall be responsible for reporting all observations of threatened, endangered, or species of special concern to CDFW Natural Diversity Data Base (CNDDDB) within ~~fourteen (14) days of the sighting. Information can be found at: <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>. 14 days of the sighting~~¹. This includes submitting observations for sightings that occurred for Project surveys already conducted and for the term of this Agreement. If observation forms are submitted, please include local CDFW personnel on any email or submit copies of the forms as an appendix to any future reports ~~(this will help CDFW to ensure the data is recorded)~~. For bird species, the CNDDDB will only accept observations that include confirmed nesting and/or breeding activities ~~(with the exception for wintering observations of the burrowing owl)~~.
- 2.4 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all Project personnel entering the Project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.

Biological Resources

- 2.5 Pre-Work General Biological Surveys. Permittee shall have the Designated Biologist conduct a minimum of one ~~(1)~~ pre-Project survey within and adjacent to the proposed work area within a ~~ten~~¹⁰-day period prior to the start of vegetation and sediment removal activities. Pre-Project surveys shall include: ~~a1)~~ general surveys for botanical and wildlife resources; ~~b2)~~ the identification of any active burrows and/or woodrat nests ~~(if active, they should be recorded, monitored for species observations, and mapped)~~; and, ~~c3)~~ work areas with flowing or standing water shall be visually surveyed for any aquatic species that may be impacted by Project activities. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review no later than 48 hours prior to the start of Project activities. If any special status species are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately.
- 2.6 Non-listed Special Status Species and other vertebrates. The Designated Biologist shall be present during work in all streams and associated vegetation areas during all vegetation-removal and rough grading activities to monitor for non-listed, special-status, and/or common ground-dwelling vertebrates encountered in the path of Project-related activities. Any individuals found shall not be harassed and shall be allowed to leave the Project area unharmed. If necessary, the Designated

¹<https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>

Biologist shall make every effort to move the species out of harm's way to the extent feasible by doing one of the following: (1) Utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area; (2) Install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; and (3) If the Designated Biologist has the appropriate handling permits, capture/move species to appropriate habitat outside the disturbance area. The Designated Biologist shall have the authority to temporarily stop construction activities until the species is determined to be out of harm's way. Should CDFW personnel visit the site during vegetation removal and rough grading activities occurring within streams and associated vegetation and no Designated Biologist is available, construction activities within streams and associated vegetation shall be halted.

2.7 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes. -

2.8 Nesting Birds. If construction or vegetation removal occurs between February 1 to September 15 (January 1 to July 31 for raptors), then Permittee shall make every effort to clear vegetation before February 1 (January 1 for raptors) and shall implement one of the following measures to avoid and minimize impacts to nesting birds.

2.8.1 The Designated Biologist shall survey for breeding/nesting habitat within and adjacent to the Project site for breeding/nesting birds. A minimum of two ~~(2)~~ breeding/nesting bird surveys shall be conducted during a one ~~(1)~~ -week period with the last survey being conducted no more than 72 hours prior to initiation or continuation of Project activities within CDFW jurisdiction. Species that have established protocol survey guidelines shall be conducted using the most current protocol survey guidelines in the appropriate season prior to implementation of Project activities. The Designated Biologist shall provide CDFW field notes or other documentation within 24 hours of completing the surveys. The report shall include how impacts to any nesting birds will be avoided. The Designated Biologist shall implement a default 300-foot minimum avoidance buffer for

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all common passerine birds and 500-foot minimum avoidance buffer for all special status passerine and raptor species. The breeding habitat/nest site shall be fenced and/or flagged in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the Project. Observations of breeding/nesting threatened or endangered bird species during surveys shall be reported immediately to CDFW. If a lapse in Project-related work of five ~~(5)~~ days or longer occurs, another survey and consultation with CDFW shall be required before Project work can be reinitiated.

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2.8.2 The Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

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2.9 Take of Bird Nests. Permittee shall not take or destroy nests (or eggs) of birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513.

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2.10 Bat Surveys. The Designated Biologist shall conduct a presence/absence survey for bats within a 300-foot buffer of the Project site. Trees, rocky cliff faces, caves, buildings, large shrubs, bridges, and culverts shall be surveyed. These presence/absence surveys shall be performed. The survey shall include a daytime and dusk survey being conducted no more than three ~~(3)~~ days before initiation of Project activities. The survey shall be conducted at minimum 30 minutes before sunset through 90 minutes after sunset. If Project activities are paused for three ~~(3)~~ days or more, then an additional survey shall be conducted prior to re-initiation of Project activities. Negative survey results shall be provided to CDFW prior to commencing Project activities or prior to re-initiation Project activities. If bats are found, CDFW shall be ~~immediately~~ notified ~~(within 24 hours)~~. The Permittee shall implement at least a 300-foot no-work buffer around bat roosts, and the Designated Biologist shall monitor the area for sensitivity to Project activities. If bats roosts appear to be disturbed, the Project activities shall immediately stop. The Permittee shall contact CDFW for additional measures and receive approval prior to resuming Project-related activities. CDFW reserves the right to provide additional provisions to this Agreement designed to protect nesting/roosting bats.

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2.10.1 If avoidance requirements of the 300-foot no-work buffer around bat roosts cannot be met, Permittee may propose an alternative buffer for CDFW concurrence.

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2.11 Bat Roosts Avoidance and Impact Minimization. To avoid the direct loss of bats that could result from removal of trees, vegetation, and/or structures that may provide day or night roost habitat (e.g., in cavities or under loose bark), the Permittee shall implement the following measures for all vegetation removal and structure removal authorized under this Agreement.

2.11.1 If bats are present, Permittee should make every attempt to avoid suitable bat roosting tree/structure removal from March 1 to September 30 to avoid impacts to bat maternity season. Trees and/or structures determined to be maternity roosts shall be left in place until the end of maternity season or until Designated Biologist verifies no pregnant females and young in non-volant stage are present.

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2.11.2 No less than three ~~(3)~~ days before scheduled initial vegetation removal and structure removal, the Permittee shall have the Designated Biologist approved by CDFW, specifically for bats, conduct pre-construction reconnaissance surveys to identify those trees and/or structures proposed for disturbance that could provide hibernacula, roosting, or nursery colony habitat for bats.

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2.11.3 Trees that are observed to have bat roosts shall not be sawed up or mulched immediately. A period of at least 24 hours, and preferably 48 hours at discretion of the Designated Biologist and/or CDFW, shall elapse prior to such operations to allow bats the additional opportunity to escape.

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2.11.4 If bats are not detected, but the Designated Biologist determines that roosting bats may be present at any time of year, it is preferable to slowly push any tree/structure down under operator's control using heavy machinery rather than felling it with a chainsaw. In order to ensure the optimum warning for any roosting bats that may still be present, the tree should be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree should then be pushed to the ground slowly and should remain in place until it is inspected by the Designated Biologist.

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2.11.5 The Designated Biologist shall document all pre-construction reconnaissance survey activities and prepare a summary report including a map of confirmed locations of bat roosts to CDFW upon completion of pre-construction reconnaissance surveys.

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2.12 Care of Injured Bats. The Designated Biologist shall immediately transport bats to a CDFW-approved wildlife rehabilitation or veterinary facility if they are injured

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because of exclusion activities or structure demolition. Permittee shall identify an appropriate wildlife care facility before starting exclusion or demolition activities. Permittee shall bear any costs associated with the care or treatment of such injured bats.

- 2.13 Capture of Injured Bats. The Designated Biologist shall capture injured bats by hand capture or methods approved by CDFW. Permittee shall not use mist nets or harp traps as capture techniques.

Prior to handling injured bats, the Designated Biologist is strongly encouraged to have received appropriate pre-exposure rabies vaccinations and boosters, and/or have maintained a rabies antibody titer recommended by the U.S. Department of Health and Human Services ~~CDC~~Center for Disease Control and the California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Rabies.aspx>².

- 2.14 Care and Transport of Injured Bats. The Designated Biologist shall place captured bats in individual holding bags. The Designated Biologist shall place the holding bags inside a large plastic cooler on a stable surface away from Project construction and repairs to prevent tipping or other disturbance to the cooler. The cooler is intended to maintain a steady temperature for the bats, as well as to protect them from injury from debris, being stepped on, or any other external threat. The cooler shall not be completely closed to prevent suffocation of the bats inside the cooler.

- 2.15 Woodrat Middens. A preconstruction survey for woodrat middens by a ~~qualified biologist~~Designated Biologist shall be conducted within two ~~(2)~~ weeks prior to Project activities. Survey results, including locations of any detected individuals or middens displayed on a map, negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review and approval no later than 48 hours prior to the start of Project activities. If woodrat middens are present, then the analysis and recommendation section shall include measures that will be taken for avoidance based on species-specific, and site-specific, information. Should any woodrat individuals or middens be present at the Project site, the Permittee shall avoid all detected individuals and middens with a 500-foot buffer. CDFW shall review and provide written approval of other avoidance measures provided by the Designated Biologist in their report. The Designated Biologist shall not implement any additional avoidance measures aside from the 500-foot buffer without written approval from CDFW.

- 2.16 California Legless Lizard and Coastal Whiptail. Prior to work within suitable habitat the Designated biologist shall conduct a pre-activity survey for these species within 48 hours prior to starting Project activities. The biologist will identify and flag areas suitable to store equipment to prevent unintended impacts to buried lizards. Areas that cannot be avoided, or will require removal of ground cover used by the

²<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Rabies.aspx>

species, shall be gently raked with a hand tool (e.g., a garden rake) to a depth of two inches to locate any lizards that could be under the surface. Individuals of these species found in the work area shall be allowed to leave the project work area of their own volition. Daily sweeps of overland travel routes shall be surveys for these species prior to ingress and egress. If any individuals are observed the details shall be included in the Post-Project Report (~~Reportingsee~~ Measure ~~5.5)-4.4.~~).

- 2.17 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or watershed to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website ~~at:~~ <http://www.cal-ipc.org/ip/prevention/index.php>³, and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>⁴.
- 2.18 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report ~~(available online at: https://wildlife.ca.gov/Conservation/Invasives/Report)~~⁵ and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.
- 2.19 Remove Invasive Vegetation by Hand. Whenever practicable, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where chemical control of non-native vegetation is deemed necessary within the bed, bank, or channel of the stream, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides which are approved for aquatic use. If surfactants are required, they shall be restricted to non-ionic chemicals that are approved for aquatic use. Nothing in this Agreement represents an herbicide use recommendation that allows for an action that conflicts with pesticide use regulations. All herbicide use conditions for mixing, application and clean-up shall conform to all applicable federal, State, and local regulations. Any application of herbicide shall be done by a licensed or certified applicator in accordance with all applicable, federal, state, and local. Herbicides shall be used only for selective treatment of non-native vegetation identified as invasive by California Invasive Plant Council. Herbicide use to kill native vegetation is prohibited.

³<http://www.cal-ipc.org/ip/prevention/index.php>

⁴<http://www.protectyourwaters.net/>

⁵<https://wildlife.ca.gov/Conservation/Invasives/Report>

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2.20 Invasive Plant Control/Eradication. To minimize the spread of invasive plant species to ~~uninfested~~ areas within and outside of the Project site, Permittee shall implement control and eradication activities prior to the initiation of ground-disturbing activities. Permittee shall utilize control and eradication methods that are specific to the target species, avoid the spread and proliferation of other invasive plant species, and minimize damage to and/or removal of native plant species. All nonnative and invasive plants controlled or eradicated at the Project site treated in a manner that prevents the introduction and establishment of those species to new areas.

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2.21 Vegetation Trimming. There shall be no vegetation trimming beyond what has been agreed to in the Project description.

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2.22 Stockpiled Vegetation. No stockpiling of brush, loose soils, or similar debris material may occur within the Project area. No wood chipping material shall be spread on-site.

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2.23 Pest Control for Native Vegetation. A Designated Biologist or certified arborist shall survey trees prior to vegetation removal to determine if trees are impacted by infectious pests or diseases. If trees are impacted by pests or diseases, the Designated Biologist or certified arborist should prepare an Infectious Tree Disease Management Plan or develop a detailed, robust, enforceable, and feasible list of preventative measures. A plan/list should provide measures relevant for each tree or disease observed. To avoid the spread of infectious tree pests and diseases, infected trees should not be transported from a Project site without first being treated using best available management practices described in the Infectious Tree Disease Management Plan or list of preventative measures.

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Equipment and Staging

2.24 Staging Area. Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected for its non-vegetated status.

2.25 Flagging. The perimeter of the work site shall be adequately flagged to prevent damage to adjacent riparian habitat. Project personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the Project footprint.

2.26 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized.

2.27 No Activities in Stream. No Project activities shall take place in the wetted portion of the stream. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or

aquatic organisms may be destroyed, except as otherwise provided for in the Agreement and as necessary to complete authorized work.

2.28 Inspection of Project Equipment. Permittee shall inspect all vehicle, tools, waders, ~~and~~ boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the stream and/or between each use in different watersheds.

2.29 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed and make contact with water or wetted soils prior to entering and after exiting the stream. If equipment is operating to avoid contact with water or wetted soils, then it is otherwise permissible to conduct the work without specialized decontamination procedures for aquatic invasive animal species ~~(Conditioned in this Agreement)~~, but activities would need to be in compliance with ~~other Conditions of this Agreement~~ and any other federal, state, or local laws or ordinances. For example, ~~general conditions~~ Measures found in the ~~existing~~ Agreement ~~to make sure~~ require visible dirt, mud, and plant materials are removed from equipment prior to entering the stream, but do not require the specialized thermal, freezing, and/or drying methods developed for aquatic invasive animal species.

If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of five ~~(5)~~ minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of eight ~~(8)~~ hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the Project site.

2.30 Decontamination Sites. If decontamination for aquatic invasive animal species is applicable, Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.

Erosion

2.31 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Any type of erosion control blanket or

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other product shall not use plastic and shall be ~~weed-free~~ of invasive plant propagules. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.

2.32 Sediment and Runoff Control. Sediment from Project-related activities shall be removed from upland areas or seasonally dry portions of the ephemeral drainages where it might likely be washed into the stream or inundated by high flows, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

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2.33 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation.

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2.34 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, seeding placed after October 15 shall be covered with non-erodible materials, such as coconut fiber matting, for stabilization.

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Pollution, Litter and Cleanup

2.35 Operating Equipment and Vehicle Leaks. Any equipment operated within or adjacent to the ephemeral drainage shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. All refueling and maintenance of equipment and vehicles shall be at least 150 feet from any aquatic habitat, wetland area, water body, or ephemeral drainages. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream, lake or ephemeral drainage shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on-site prior to the start of Project-related activities.

2.36 Pollutants and Debris. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated Project-related activity shall be allowed to contaminate the soil and/or enter into or placed where it may be washed by rainfall or runoff into, any

stream/channel/culvert/ditch. Any of these materials, placed within or where they may enter a stream/channel/culvert/ditch, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When Project-related activities are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.

2.37 Pollution Compliance. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall obey these laws and it shall be the responsibility of Permittee to ensure compliance.

2.38 Pollution Cleanup. The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by the Permittee of any spills that release hazardous material (e.g., oil, cement, fuel, etc.) into any stream/channel/culvert/ditch and CDFW shall be consulted regarding clean-up procedures.

2.39 Pick Up Debris. Permittee shall pick up all debris and waste daily. Permittee shall dispose of all Project generated debris, materials, and rubbish in a legal manner. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash.

3. Compensatory Measures

To compensate for the permanent adverse impacts to 0.847 acres of fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall ~~implement each measure listed below.~~

~~Project Impacts. The Project will result in provide mitigation for these impacts to through financial security (Measure 3.1, 1.08 acres of coast live oak woodland habitat within and associated with the stream-), remediation of temporary impacts (Measure 3.4), and either the purchase of mitigation credits at a mitigation bank (Measure 3.2), or off-site permittee responsible mitigation (Measure 3.3), and each measure thereafter.~~

3.1 Financial Security. **Prior to initiating any Project-related activities**, Permittee shall provide CDFW with a financial security in the form of a letter of credit (LOC) or other funding mechanism acceptable to CDFW to be used for the purchase of 1.08 acres of restoration credits at a CDFW-approved mitigation bank, as described in Measure 3.5 either in accordance with Measure 3.2, or in accordance with Measure 3.3.

~~3.1.1 Mitigation Bank. For a mitigation bank, Permittee shall obtain CDFW approval of 1.08 acres of restoration credits, bank sponsor, credit amount, habitat type(s) and map of the bank jurisdiction. Reestablishment, preservation, or enhancement credits may be at a higher mitigation ratio.~~

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Project

~~3.1.2 Revised Impacts. The Permittee shall submit to CDFW a revised habitat classification and impact analysis pursuant to Measure 1.1 prior to implementation of Project activities. Please note that this proposed mitigation may be subject to change once CDFW reviews the requested material. CDFW retains the right to require additional mitigation should the proposed mitigation not be adequate to compensate for the impacts.~~

3.2 Mitigation Bank. Permittee shall compensate for 0.847 acres of impacts to stream bed, bank, and channel, through the acquisition of no less than 0.847 acres of stream bed or riparian habitat re-establishment credits through a CDFW-approved mitigation bank within Lord Creek, or another location approved in writing by CDFW. The Permittee shall submit the following information to CDFW for review and approval prior to purchasing the credits: the credit amount, credit type, bank sponsor, habitat types(s), a map of the bank site, and a map of the bank. A different type of bank credit may require a higher or lower mitigation ratio. Written CDFW approval of the mitigation bank is required prior to purchase of credits. The Permittee shall submit a record of purchase to CDFW **at least 30 days prior to the initiation of Project activities**, which includes staging and site preparation, **or within 12 months following the start of Project activities**, if security is provided pursuant to Measure 3.5. If mitigation credits are not available for purchase within 10 months following start of Project activities, then Measure 3.3 shall be implemented instead of the purchase of mitigation credits and shall be completed within 18 months following start of Project activities if security is provided. Alternate banks, credit types, and/or credit amounts necessary to meet the mitigation obligation must be proposed for CDFW review and approval within 10 months following start of Project activities.

3.3 Permittee Responsible Mitigation – Off-site (Mitigation Site). Permittee shall compensate for permanent impacts to 0.847 acres of stream bed, bank, and channel, through the acquisition, and perpetual conservation and management of a Mitigation Site, or several mitigation sites, containing no less than 0.847 acres of stream and stream-associated habitat within the Lord Creek watershed. The Permittee shall prepare a Habitat Mitigation and Monitoring Plan (HMMP), and a Long-Term Management Plan (LTMP) designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding. Permanent protection and funding for perpetual management of the Mitigation Site(s) must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if security is provided** for all uncompleted obligations.

3.3.1 Mitigation Site Acquisition and Protection. Permittee shall obtain written approval from CDFW of the property eligibility for the proposed Mitigation Site(s) with a minimum of 0.847 acres of off-site streambed and stream-associated habitat. Permittee shall submit a proposed Mitigation Site,

including: 1) a biological report with pertinent biological resources information (e.g., delineation, hydrological assessment, species occurrences); 2) Habitat Management Land Title Information; 3) Preliminary Title Report; 4) a Keyhole Markup Language file (e.g., KMZ files) of Assessor's Parcel(s); 5) Phase 1 Environmental Site Assessment Report; and 6) Mineral Risk Assessment Report, for CDFW review and approval **no later than five months prior to the start of Project activities or four months following start of Project activities if security is provided.** See Permittee Checklist of Habitat Management Land Property Review and Protection⁶. CDFW shall provide a written approval or denial for property eligibility.

3.3.2 Habitat Mitigation and Monitoring Plan. Permittee shall develop and submit to CDFW for review and written approval an HMMP, after CDFW approval of the Mitigation Site and **no later than four months prior to the start of Project activities or six months following start of Project activities if security is provided.** Permittee shall ensure the HMMP is successfully implemented and be responsible for any cost incurred during the restoration/mitigation or in subsequent corrective measures. At a minimum, the HMMP shall include the following:

3.3.3 Restoration Specialist. The HMMP shall be prepared by person(s) with expertise in southern California ecosystems and native plant re-vegetation techniques (Restoration Specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the Restoration Specialist familiar with restoration of native plants.

3.3.4 Site Description. The HMMP shall include a description of the physical conditions and vegetation communities including a map and Geographic Information Systems (GIS) shapefiles. Photo-documentation of the site, including restored areas, shall be provided before and after restoration.

3.3.5 Reference Site. If applicable, an appropriate reference site with as good or better-quality habitat than the pre-Project impact site shall be identified and approved by CDFW. The HMMP shall include survey information for the reference site.

3.3.6 Schedule. A schedule that outlines all foreseeable activities necessary.

3.3.7 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include

⁶ <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=207700>

only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site.

3.3.8 Native Plant Sources. Revegetation plant material shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from high quality specimen locations that exhibit healthy, sound, and viable seed from multiple populations occurring locally within the same drainages. The HMMP shall identify the percentage of seed collected from local native plants and shall not exceed 50-percent of the seed produced by a population of species during any given year. Any container stock, if used, shall be obtained from a licensed nursery which can ensure that container plants are pest free, and have not been subject to the application of synthetic pesticides.

3.3.9 Sampling Techniques. The HMMP shall identify the sampling techniques (e.g., quadrats, transects, or relevé) to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria. The sampling techniques shall have adequate detail so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.

3.3.10 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of plants) shall be conducted at a minimum twice annually in Spring and Fall.

3.3.11 Maintenance Activities. The HMMP shall provide a description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules. If irrigation is required, details on any irrigation to be used, irrigation designs and/or plans, and timing/schedule. Irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.

3.3.12 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site and shall be compared against an appropriate reference site with as good or better-quality habitat than the pre-Project impact site. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW.

3.3.13 Monitoring and Reporting. The HMMP shall include monitoring and reporting procedures, with a sample data collection sheet. Permittee shall have the Restoration Specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year, in Spring and Fall.

with an annual quantitative survey to determine the success of restoration efforts (survival, cover, and growth of plants) through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW by February 1 of each year after mitigation implementation for at least five years and until mitigation success criteria have been met. This report shall include the status and any success trends (i.e., comparison throughout the five years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.

3.3.14 Corrective Actions. The HMMP shall include a description of corrective actions to be taken if restoration measures do not meet the proposed criteria or targets. If the survival and cover requirements have not been met as established in the HMMP, the Permittee shall follow contingency measures, including but not limited to, performing modifications to the existing habitat, creation of new habitat on- or off-site, or purchase of mitigation credits from a mitigation bank. Any contingency actions will be determined in coordination with CDFW. If Permittee proposes to meet the success criteria through modifications to the existing habitat or creation of additional habitat, Permittee shall be responsible for maintaining and monitoring these areas with the same survival and growth requirements for five years after planting, or until CDFW deems the sites successful.

3.3.15 Mitigation Site Land Manager. Permittee shall designate both an interim and long-term land manager of the Mitigation Site, each of whom must be approved by CDFW. After CDFW approval of the Mitigation Site, and no later than four months prior to the start of Project activities, or six months following start of Project activities if security is provided, Permittee shall obtain CDFW approval (or denial) of the designated land manager entity within 60 days of the approval. Permittee shall identify separate entities to fulfill the grantee and land manager, and shall not designate the same entity to fulfill both roles. Additionally, Permittee shall provide all necessary documents requested by CDFW for due diligence review at the time the land manager is proposed, in accordance with the Checklist for Entities being Considered to Hold Conservation Easements or Manage and Steward Mitigation Land⁷. Permittee shall also obtain CDFW approval of an interim Mitigation Site Land Manager if they are different than the manager of the long-term Mitigation Site. The interim and/or long-term manager(s) may be the landowner or another party approved by CDFW. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW, for review and approval, of any subsequent changes with the Mitigation Site Land Manager within 30 days of the change.

3.3.16 Start-Up Activities. Permittee shall provide for the implementation of start-up activities, including the initial site protection and enhancement of the CDFW-

⁷<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=225933>

approved Mitigation Site(s). Start-up activities include, at a minimum: 1) preparing both a HMMP and an LTMP for CDFW approval; 2) conducting baseline biological assessment and land survey report during the first growing season; 3) developing and transferring to the GIS data if applicable; 4) establishing initial fencing (if necessary); 5) conducting initial removal of litter and debris; and 6) installing signage.

3.3.17 Mitigation Site Conservation Easement. Permittee shall record a Conservation Easement (CE) approved by CDFW with an entity, to be approved by CDFW in its sole discretion, acting as grantee for the CE. CDFW shall be expressly named in the CE as a third-party beneficiary.

3.3.17.1 After CDFW approval of the Mitigation Site and **no later than four months prior to the start of Project activities or six months following start of Project activities if security is provided.** Permittee shall provide to CDFW, for review and approval, a draft CE prepared using a CDFW-provided CE template, a updated title report, and other documents specified in the most current version at time of document submittal of the Permittee Checklist of Habitat Management Land Property Review and Protection , or a revised version to be provided by CDFW. All documents conveying the Mitigation Site(s) and all conditions of title are subject to the review and approval of CDFW prior to recordation of the CE.

3.3.17.2 Permittee shall identify separate entities to fulfill the grantee and land manager roles and shall not identify the same entity to fulfill both roles.

3.3.17.3 The CE shall expressly require implementation of the LTMP by the grantor, and land manager as authorized by the grantor and landowner and shall expressly require the identified grantee to monitor implementation of the LTMP.

3.3.17.4 Permittee shall record the CE after CDFW approval of the CE and all associated documents prior to the start of Project activities or within 18 months following the start of Project activities if security is provided.

3.3.17.5 Permittee shall be responsible for all costs associated with the CE, including recording, CE monitoring, and long-term management costs.

3.3.18 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it is used (unless there is an acceptable justification for leaving the irrigation system in place).

3.3.19 Mitigation Site Long-Term Management Plan. After CDFW approval of the

Mitigation Site and no later than three months prior to the start of Project activities or seven months following start of Project activities if security is provided, Permittee shall provide an LTMP to CDFW for review and written approval⁸. The LTMP shall be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing. Permittee shall consult with CDFW for LTMP requirements and for an appropriate LTMP template prior to preparing the draft LTMP. The CDFW-approved long-term Mitigation Site Land Manager shall be responsible for implementing the LTMP. At a minimum, the LTMP shall include:

- 3.3.19.1 Site Description. A description of the physical conditions and vegetation communities of the Mitigation Site(s) expected, including water resources and habitat types, and a map that identifies the location of the site(s).
- 3.3.19.2 Management Goals. A description of management goals related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site.
- 3.3.19.3 Management Tasks. A description of specific tasks and management strategies proposed to meet management goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, and strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing.
- 3.3.19.4 Reporting. A description of the reporting procedures including a Management Report, which shall be completed every five years documenting at a minimum:
 - 3.3.19.4.1 Management activities completed within the previous five-year term, including: 1) any remedial measures completed; 2) details of non-native and invasive species management such as (a) species and location where they were treated and/or removed, (b) the amount and frequency of removal, and (c) the techniques used; 3) fencing information; 4) resource monitoring, adaptive management strategies developed and how they were implemented; and 5) enforcement activity necessary.
 - 3.3.19.4.2 An assessment of overall habitat quality within the Mitigation Site, including: 1) any changes to native and non-native vegetation cover; 2) any shifts in habitat type; 3) any loss of habitat cover; 4) any change in water resources; and 5) any

⁸<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline>

new invasive species observed.

3.3.19.4.3 An evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures.

3.3.19.4.4 The Management Report shall include photos documenting the management activities.

3.3.20 Mitigation Site Endowment Fund. Permittee shall ensure that the Mitigation Site is perpetually managed, maintained, and monitored by the Mitigation Site Land Manager as described in this Agreement, the CE, and the LTMP approved by CDFW. Permittee shall provide long-term management funding for the perpetual management of the Mitigation Site by establishing a separate long-term management fund (Endowment) for the site. The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for perpetual management, monitoring, and other activities on the Mitigation Site consistent with the management plan(s) required by this Agreement. Endowment as used in this Agreement shall refer to the Endowment Deposit Amount and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated Mitigation Site Land Manager implements the management and monitoring of the Mitigation Site according to the LTMP. The long-term Mitigation Site Land Manager shall be obligated to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this Agreement, the CE, and the LTMP. Such activities shall be funded through the Endowment.

3.3.21 Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its approval or disapproval of the proposed Endowment Manager.

3.3.22 Endowment Deposit Amount. After obtaining CDFW written approval of the Mitigation Site(s), LTMP, and Endowment Manager, Permittee shall prepare, in coordination with the Mitigation Site Land Manager, a Long-Term Management Endowment Property Analysis Record (PAR) or PAR-equivalent analysis to calculate the amount of funding necessary to ensure the long-term

management of the Mitigation Site (Endowment Deposit Amount) consistent with the LTMP.

3.3.23 Property Analysis Record for Long-Term Management Fund. Permittee shall provide to CDFW for review and approval a PAR, or substantially equivalent analysis for the Mitigation Site developed in coordination with the long-term Mitigation Site Land Manager. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management Endowment PAR before transferring funds to the Endowment Manager and no later than three months prior to the start of Project activities or 12 months following start of Project activities if security is provided. The PAR shall identify the costs for implementation of the Mitigation Site LTMP and calculate an endowment that is sufficient to fund the implementation of the LTMP in perpetuity (Long-term Endowment Fund; Endowment).

3.3.24 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the Long-Term Management Endowment PAR and adjust for any additional administrative, periodic, or annual fee.

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

3.3.25.1 Contingency. A minimum of 10-percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. A higher percent contingency may be required upon CDFW approval.

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

3.3.25.3 Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW for review and approval.

3.3.26 Transfer Long-term Endowment Funds. Permittee shall transfer the Long-Term Endowment Funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above **prior to the start of Project activities or within 18 months following start of Project activities if security is provided.** The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as

amended.

3.23.4 Remediation of Temporary Impacts. The Permittee shall restore all areas within the Project area temporarily impacted by Project activities, such as staging areas and temporary access areas. Temporary impact areas altered during the Project shall be returned to natural contours without creating a possible future bank erosion problem.

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~~3.3 Compensation for Unauthorized Impacts. Permittee shall conserve habitat at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that additional habitat conservation is required, the type of habitat conservation shall be determined by CDFW, and may include creation, restoration, enhancement, and/or preservation.~~

4. Financial Security

3.5 Financial Security Mechanism. If permanent protection and funding for perpetual management of compensatory habitat is not complete prior to the initiation of Project activities, Permittee shall provide financial security in the form of an LOC, or other form of security approved by CDFW. The LOC, or other form of security approved by CDFW, shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to complete the compensatory mitigation measures of this Agreement.

4.13.6 Letter of Credit. A LOC or other funding mechanism acceptable to CDFW for ~~the amount of~~ all mitigation measures pursuant to this Agreement shall be submitted to CDFW for approval and shall be executed prior to initiation of Project activities. ~~This~~The amount of the LOC shall be ~~\$378,000~~**338,800.00**, based on the average cost of ~~4,080.847~~ acres at \$400,000.00 per acre at the time of this Agreement of restoration credits at a CDFW-approved mitigation bank-

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4.23.7 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval **prior to execution of security.** The LOC shall not be executed without CDFW's prior approval.

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4.33.8 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC **at least sixty (60) days prior to the expiration date.**

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4.43.9 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below in the Contact Information section.

5.4. Reporting Measures

Permittee shall meet each reporting requirement described below.

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5.14.1 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least five ~~(5)~~ days prior to initiation of Project-related activities and at least five ~~(5)~~ days prior to completion of Project and restoration activities. Notification shall be sent through the Environmental Permit Information Management System (EPIMS) and to the e-mail address: EPIMS.R5@wildlife.ca.gov. Reference # VEN-24592-R5.

5.24.2 Project Reporting. All surveys, pre and post construction notifications, monitoring reports, and any other required communication between Permittee and CDFW shall be submitted through EPIMS as well as to the email address EPIMS.R5@wildlife.ca.gov Reference # VEN-24592-R5 and CC Frederic.RiemanAndrew.Chambers@wildlife.ca.gov.

5.34.3 Pre-Project Report. Within two ~~(2)~~ weeks of the start of Project activities, Permittee shall provide pre-Project photographs of conditions before any vegetation removal, brushing, or crowning has occurred. Pre-Project photographs shall have been taken within the previous 30 days.

5.44.4 Post-Project Report. Permittee shall provide a post-Project report to CDFW no later than 60 days after the conclusion of Project-related activities. This report shall include, but is not limited to, the following: pre-Project photographs, the total amount of area impacted that year, post-Project photographs, species observed during Project activities, newly identified invasive species, and a digital GIS shapefile of all areas that have been maintained for vegetation. This report shall document the final quantities of vegetation and trees removed, brushed, trimmed and crowned, the percentage of canopy cover removed for each tree, and include clear photographs to document before, during, and after vegetation maintenance activities.

5.54.5 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system ~~(GIS)~~ shapefiles, along with the appropriate metadata, of the Project area. Electronic versions of reports shall be submitted through EPIMS. ~~For more details on creating shapefiles, please visit <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>~~

~~Electronic versions of reports shall be submitted through EPIMS. Click or paste this link in your browser to be routed to EPIMS:
<https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>.~~

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Hazem Gabr
Southern California Edison

Field Code Changed

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Page 30 of 33

EPIMS-VEN-24592-R5
Ensch Road (Doberman Rescue)
2244 Walnut Grove Avenue,
Rosemead, California 91770
Hazem.Gabr@SCE.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
3030 Old Ranch Parkway, Suite 400
Seal Beach, CA 90740
EPIMS-VEN-24592-R5
Ensch Road (Doberman Rescue)
EPIMS.R5@wildlife.ca.gov
Frederic.Rieman@wildlife.ca.gov

Andrew.Chambers@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the 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 the 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 the 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 the Agreement.

Before CDFW suspends or revokes the 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 the 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

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

Nothing in the 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, or 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~~ USFWS 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 the 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 the 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 the 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the Agreement to another entity shall not be valid or effective,

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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 the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

The 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 Fish and Game Code section 711.4 filing fee ~~listed at~~ [⁹https://www.wildlife.ca.gov/Conservation/CEQA/Fees](https://www.wildlife.ca.gov/Conservation/CEQA/Fees).

TERM

This Agreement shall expire on February 24, ~~2024~~2026, unless it is terminated or extended before then. All provisions in the 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 the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

AUTHORITY

If the person signing the Agreement (signatory) is doing so as a representative of Permittee, the signatory hereby acknowledges that he or she is doing so on Permittee's

⁹<https://www.wildlife.ca.gov/Conservation/CEQA/Fees>

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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 the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's ~~Environmental Permit Information Management System (EPIMS), EPIMS~~, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CALIFORNIA 92123



STREAMBED ALTERATION AGREEMENT
EPIMS-VEN-24592-R5
LORD CREEK

HAZEM GABR
2244 WALNUT GROVE AVENUE, GO-1, QUAD 2C
ENVIRONMENTAL SERVICE
ROSEMEAD, CALIFORNIA 91770

ENSCH ROAD (DOBERMAN RESCUE) PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Southern California Edison (SCE; Permittee) or as represented by Hazem Gabr.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on November 29, 2021, that Permittee intends to complete the Project described herein.

WHEREAS, pursuant to Fish and Game Code section 1603, CDFW has determined that the Project could substantially adversely affect existing fish or wildlife resources and has included measures in the Agreement necessary to protect those resources.

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

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

PROJECT LOCATION

The Ensch Road (Doberman Rescue) Project (Project) is located at Lord Creek, in the County of Ventura, State of California; Latitude 34.413162°, Longitude -118.965314°; Assessor's Parcel Number 041-0-150-030. The Project is located along a portion of SCE's 220kV Santa Clara-Vincent, 220kV Pardee-Santa Clara, 66kV Idle Santa Clara-P.S. 11, and 66kV Santa Clara-Wakefield No. 2 circuits (Figure 1).

PROJECT DESCRIPTION

The purpose of the Project is to maintain set clearance distances between vegetation and power lines.

The Project will take place along a portion of the following SCE circuits: 220kV Santa Clara-Vincent, 220kV Pardee-Santa Clara, 66kV Idle Santa Clara-P.S. 11, and 66kV Santa Clara-Wakefield No. 2. Clearance distances for power lines are determined based on the circuit's voltage and take into account the sag and sway of the lines during extreme events (e.g., inclement weather). A clearance distance of 12 feet is recommended for the two circuits with a voltage of 66kV and a clearance distance of 30 feet is recommended for the 220kV circuits. The recommended clearance distance from each circuit limits work to a 2.28-acre Maintenance Work Area (MWA). The Project area is limited to 1.08 acres (600 linear feet) of riparian habitat and streambeds. The remaining 1.2 acres within the MWA consists of orchard agriculture.

Prior to any Project activities, a vegetation management pre-inspection team made up of certified arborists will conduct two field surveys within the Project area. Field surveys will be conducted to collect location, quantity and species data on any trees or other vegetation that enter the clearance distances. Crews will utilize either the crown reduction method to reduce canopy cover of vegetation while leaving the understory intact, or the brushing method which completely removes the scrub vegetation leaving only the stump and roots intact. The brushing method will not remove any stems and/or branches with a diameter greater than four inches.

All equipment will be stored and staged out of the Project area. The crew will access the site by foot, or from a bucket truck staged on the existing road. Work will be conducted using hand-operated equipment and may include hand pruners, pruning saws, chainsaws, and weed whackers. A chipper and collection truck will be staged on the existing road. All cut and chipped material will be contained and properly disposed of off-site.

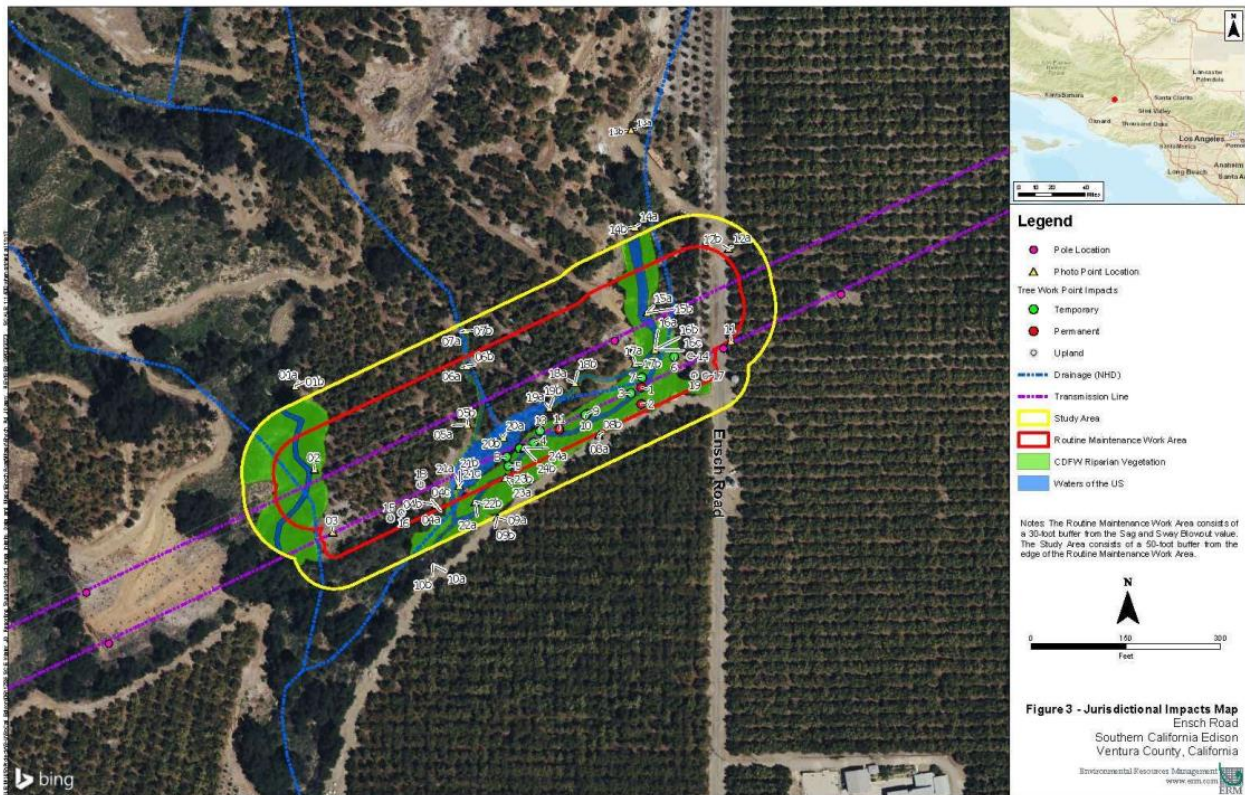
The initial activity for line clearing will temporarily impact 0.117 acres of the vegetation and permanently impact 0.847 acres of Lord Creek.

The initial activity specifically includes: one cottonwood trim (*Populus* sp.), nine oak trims (*Quercus* sp.), one pepper trim (*Schinus molle*), six avocado trims (*Persea* sp.), 17 willow trims (*Salix* sp.), and the brushing of 93 laurel sumacs (*Malosma laurina*). Refer to Table 1 for additional information.

Table 1. Year 1 Vegetation Prescription

Map ID	Quantity ¹	Species	Management Prescription	Estimated Percentage Canopy to be Trimmed
1	5	Willow	CROWN REDUCTION	10-20%
2	4	Avocado	CROWN REDUCTION	0-10%
3	93	Sumac	BRUSH TRIM/REMOVAL	>50%
4	1	Cottonwood	CROWN REDUCTION	>50%
5	6	Oak	CROWN REDUCTION	30-40%
6	12	Willow	CROWN REDUCTION	>50%
7	3	Oak	CROWN REDUCTION	20-30%
8	1	Pepper	CROWN REDUCTION	20-30%
9	2	Avocado	CROWN REDUCTION	0-10%

Figure 1 – Project Overview



PROJECT IMPACTS

Existing fish or wildlife resources the Project could substantially adversely affect include:

Amphibians: western toad (*Bufo boreas*), Baja California treefrog (*Pseudacris hypochondriaca*), California treefrog (*Pseudacris cadaverina*);

Birds: hooded oriole (*Icterus cucullatus*), western tanager (*Piranga ludoviciana*), black-headed grosbeak (*Pheucticus melanocephalus*), California towhee (*Melospiza crissalis*), spotted towhee (*Pipilo maculatus*), lesser goldfinch (*Spinus psaltria*), house

finch (*Haemorhous mexicanus*), ash-throated flycatcher (*Myiarchus cinerascens*), red-tailed hawk (*Buteo jamaicensis*), Costa's hummingbird (*Calypte costae*), western scrub-jay (*Aphelocoma californica*), western meadowlark (*Sturnella neglecta*), American crow (*Corvus brachyrhynchos*), common raven (*Corvus corax*), northern mockingbird (*Mimus polyglottos*), California quail (*Callipepla californica*), turkey vulture (*Cathartes aura*), mourning dove (*Zenaida macroura*), phainopepla (*Phainopepla nitens*), acorn woodpecker (*Melanerpes formicivorus*), wrentit (*Chamaea fasciata*), bald eagle (*Haliaeetus leucocephalus*), Bell's sparrow (*Amphispiza belli*), loggerhead shrike (*Lanius ludovicianus*), Nuttall's woodpecker (*Picoides nuttallii*), oak titmouse (*Baeolophus inornatus*), rufous-crowned sparrow (*Aimophila ruficeps*), yellow-rumped warbler (*Dendroica coronate*);

Insects: Acmon blue (*Icaricia acmon*), white cabbage butterfly (*Pieris rapae*), swallowtail (*Papilio sp.*);

Mammals: pallid bat (*Antrozous pallidus*), coyote (*Canis latrans*), mule deer (*Odocoileus hemionus*), California ground squirrel (*Otospermophilus beecheyi*), San Diego desert wood rat (*Neotoma lepida intermedia*);

Reptiles: western fence lizard (*Sceloporus occidentalis*), common side-blotched lizard (*Uta stansburiana*), coast horned lizard (*Phrynosoma blainvillii*), coastal whiptail (*Aspidoscelis tigris stejnegeri*), California legless lizard (*Anniella pulchra*); and

Plants: laurel sumac (*Malosma laurina*), cottonwood (*Populus sp.*), coast live oak (*Quercus agrifolia*), black willow (*Salix nigra*), arroyo willow (*Salix lasiolepis*), and blue elderberry (*Sambucus nigra ssp. caerulea*).

The adverse effects the Project could have on the fish or wildlife resources identified above include: loss of natural bed or bank; change in contour of bed, channel, or bank; change in gradient of bed, channel, or bank; change in channel cross-section; loss of bank stability during construction; increase of bank erosion during construction; change in composition of channel materials; soil compaction or other disturbance to soil layer; short-term release of contaminants; long-term release of contaminants; loss or decline of riparian and/or emergent marsh habitat; colonization by exotic plant or animal species; loss or decline of instream channel habitat; change to, or loss or decline of natural bed substrate; disruption to nesting birds and other wildlife; direct take of terrestrial species; disturbance from Project activities; loss or decline of aquatic species' habitat; loss or impediment of terrestrial animal species travel routes due to temporary structures; change in stream flow; change in flow depth, width, or velocity; and change in channel form.

The Project consists of 0.117 acres of temporary impacts to riparian vegetation within the vegetation canopy to maintain clearance distances for operations, and 0.847 acres of permanent impacts to Lord Creek, based on the revised Project impacts provided by Permittee to CDFW on October 3, 2024.

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Habitat Classification and Impacts Analysis. Prior to initiation of Project activities, the Permittee shall submit to CDFW revised vegetation mapping that verifies the habitat classification and impact acreages for the Project. Habitat types shall be identified according to Sawyer et al. 2009 *A Manual of California Vegetation*. Habitat mapping at the alliance level will help establish baseline vegetation conditions. In addition to this mapping, Permittee shall provide CDFW with a figure that shows an overlay of this vegetation mapping by habitat type as well as the type of impacts the vegetation will be subject to. These impacts include, but are not limited to, trimming, brushing, and removal. Permittee shall quantify the impacts resulting from this Project by habitat type and state whether the impacts are permanent or temporary in nature.
- 1.2 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the 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.
- 1.3 Providing Agreement to Persons at Project Site. Permittee shall provide copies of the Agreement and any extensions and amendments to the 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.
- 1.4 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the 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.
- 1.5 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.6 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 the Permittee shall first acquire the legal right to enter.
- 1.7 Notification Requirements. CDFW requires that the Permittee: 1) immediately notify CDFW in writing if monitoring reveals that any of the protective measures were not implemented during the period indicated in this program, or if it anticipates that measures will not be implemented within the time period specified;

and, 2) immediately notify CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring, and recommendations, if any, for alternative protective measures.

- 1.8 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's mitigation, monitoring, and reporting efforts.
- 1.9 Designated Biologist. At 30 thirty days prior to initiating ground- or vegetation-disturbing activities, the Permittee shall submit to CDFW for review and approval a list of biological monitors (Designated Biologist) that will be involved with the Project. The list of Designated Biologists shall be provided to CDFW as soon as possible and include their names, qualifications, experience, and contact information. Designated Biologist shall: 1) be knowledgeable and experienced in the biology and natural history of local plant and wildlife resources; 2) be able to identify resources that are or have the potential to be present at the Project area; 3) have previous biological monitoring experience on construction Projects; 4) for any required nesting bird surveys, the biologist must have at least three years of field experience conducting general and protocol level surveys related to finding nests and monitoring them for the specific purpose of determining breeding status, egg incubation, chick maturity, and estimating fledge date; 5) have the necessary experience and/or certifications for conducting protocol and focused surveys for species that may be present in the Project area; 6) when needed, have obtained the proper documentation in regards to Scientific Collecting Permits or Memorandum of Understanding.
- 1.10 Designated Biologist – Monitoring. A Designated Biologist shall be on-site to monitor all Project activities within and adjacent to streambed areas.
- 1.11 Agreed Work Activities. The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that the Permittee is precluded from doing other activities within the streams identified within the Project location. However, activities not specifically agreed to and resolved by this Agreement shall be subject to a separate notification.
- 1.12 Weather Limitations. Permittee's activities within the ephemeral drainage shall be restricted to periods of low rainfall (i.e., less than a 0.25-inch per 24-hour period) and periods of dry weather (i.e., with less than a 40 percent chance of rain). Permittee shall monitor the National Weather Service 72-hr forecast for the Project area. No work shall occur when the stream is actively flowing, ponded, or during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

2. Avoidance and Minimization Measures

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

- 2.1 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, “protected species” means the following: A species fully protected under state law; a candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA; Fish & G. Code § 2050 et seq.) and/or the Endangered Species Act (ESA; 16 U.S.C. § 1531 et seq.); as State-listed rare plant species; or any other species for which take is prohibited under State or federal law.
- 2.2 Incidental Take Permit. This Agreement does not authorize take of any rare, threatened, candidate or endangered species listed under CESA. An Incidental Take Permit from CDFW may be required if the Project, Project construction, or any Project-related activity during the life of the Project will result in “take,” as defined by the Fish and Game Code, of any species protected by CESA (Fish & G. Code, §§86, 2080, 2081, subd. (b) (c)). If there is a potential for take, CDFW recommends the Permittee seek appropriate take authorization prior to implementing the Project. If there is a potential for take, Permittee may request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service (USFWS) or National Ocean and Atmospheric Administration would be required to receive take authority for federally threatened and endangered species.
- 2.3 Reporting Sensitive Species Observations to the California Natural Diversity Database (CNDDDB). Permittee shall be responsible for reporting all observations of threatened, endangered, or species of special concern to CDFW Natural Diversity Data Base (CNDDDB) within 14 days of the sighting¹. This includes submitting observations for sightings that occurred for Project surveys already conducted and for the term of this Agreement. If observation forms are submitted, please include local CDFW personnel on any email or submit copies of the forms as an appendix to any future reports to ensure the data is recorded. For bird species, the CNDDDB will only accept observations that include confirmed nesting and/or breeding activities with the exception for wintering observations of the burrowing owl.
- 2.4 Environmental Education Program/Materials. Educational materials shall be created and incorporated into an environmental training, to be conducted for all Project personnel entering the Project area where sensitive habitats and/or species may be present. Educational materials may be brief and concise but should illustrate sensitive species and their habitat, discuss any specific measures to

¹<https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>

protect the species, what to do if the species is observed, and so forth. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site.

Biological Resources

- 2.5 Pre-Work General Biological Surveys. Permittee shall have the Designated Biologist conduct a minimum of one pre-Project survey within and adjacent to the proposed work area within a 10-day period prior to the start of vegetation and sediment removal activities. Pre-Project surveys shall include: 1) general surveys for botanical and wildlife resources; 2) the identification of any active burrows and/or woodrat nests, if active, they should be recorded, monitored for species observations, and mapped; and, 3) work areas with flowing or standing water shall be visually surveyed for any aquatic species that may be impacted by Project activities. Survey results, including negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review no later than 48 hours prior to the start of Project activities. If any special status species are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately.
- 2.6 Non-listed Special Status Species and other vertebrates. The Designated Biologist shall be present during work in all streams and associated vegetation areas during all vegetation-removal and rough grading activities to monitor for non-listed, special-status, and/or common ground-dwelling vertebrates encountered in the path of Project-related activities. Any individuals found shall not be harassed and shall be allowed to leave the Project area unharmed. If necessary, the Designated Biologist shall make every effort to move the species out of harm's way to the extent feasible by doing one of the following: 1) Utilize shovel, rake, or similar hand tool to gently re-direct the animal out of work area; 2) Install silt fence or other exclusionary fencing to prevent species from re-entering disturbance area; and 3) If the Designated Biologist has the appropriate handling permits, capture/move species to appropriate habitat outside the disturbance area. The Designated Biologist shall have the authority to temporarily stop construction activities until the species is determined to be out of harm's way. Should CDFW personnel visit the site during vegetation removal and rough grading activities occurring within streams and associated vegetation and no Designated Biologist is available, construction activities within streams and associated vegetation shall be halted.
- 2.7 Take of Nesting Birds. Fish and Game Code section 3503 makes it unlawful to take, possess, or needlessly destroy the nest or eggs of any bird, except as otherwise provided by Fish and Game Code or any regulation made pursuant thereto. Fish and Game Code section 3503.5 makes it unlawful to take, possess, or destroy any birds in the orders Falconiformes or Strigiformes (birds-of-prey) to take, possess, or destroy the nest or eggs of any such bird except as otherwise provided by Fish and Game Code or any regulation adopted pursuant thereto. Fish

and Game Code Section 3513 makes it unlawful to take or possess any migratory nongame bird or part thereof except as provided by the rules and regulations adopted by the Secretary of the Interior under provisions of the Migratory Bird Treaty Act of 1918 (MBTA; 16 U.S.C. § 703 et seq.) before January 1, 2017, and subsequent rules and regulations adopted pursuant to the MBTA that are consistent with the Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

2.8 Nesting Birds. If construction or vegetation removal occurs between February 1 to September 15 (January 1 to July 31 for raptors), then Permittee shall make every effort to clear vegetation before February 1 (January 1 for raptors) and shall implement one of the following measures to avoid and minimize impacts to nesting birds.

2.8.1 The Designated Biologist shall survey for breeding/nesting habitat within and adjacent to the Project site for breeding/nesting birds. A minimum of two breeding/nesting bird surveys shall be conducted during a one-week period with the last survey being conducted no more than 72 hours prior to initiation or continuation of Project activities within CDFW jurisdiction. Species that have established protocol survey guidelines shall be conducted using the most current protocol survey guidelines in the appropriate season prior to implementation of Project activities. The Designated Biologist shall provide CDFW field notes or other documentation within 24 hours of completing the surveys. The report shall include how impacts to any nesting birds will be avoided. The Designated Biologist shall implement a default 300-foot minimum avoidance buffer for all common passerine birds and 500-foot minimum avoidance buffer for all special status passerine and raptor species. The breeding habitat/nest site shall be fenced and/or flagged in all directions, and this area shall not be disturbed until the nest becomes inactive, the young have fledged, the young are no longer being fed by the parents, the young have left the area, and the young will no longer be impacted by the Project. Observations of breeding/nesting threatened or endangered bird species during surveys shall be reported immediately to CDFW. If a lapse in Project-related work of five days or longer occurs, another survey and consultation with CDFW shall be required before Project work can be reinitiated.

2.8.2 The Permittee may propose an alternative plan for avoidance of nesting birds for CDFW concurrence.

2.9 Take of Bird Nests. Permittee shall not take or destroy nests (or eggs) of birds that are designated under Federal and California State laws, MBTA and Fish and Game code sections 3503, 3503.5, 3511, and 3513.

2.10 Bat Surveys. The Designated Biologist shall conduct a presence/absence survey for bats within a 300-foot buffer of the Project site. Trees, rocky cliff faces, caves,

buildings, large shrubs, bridges, and culverts shall be surveyed. These presence/absence surveys shall be performed. The survey shall include a daytime and dusk survey being conducted no more than three days before initiation of Project activities. The survey shall be conducted at minimum 30 minutes before sunset through 90 minutes after sunset. If Project activities are paused for three days or more, then an additional survey shall be conducted prior to re-initiation of Project activities. Negative survey results shall be provided to CDFW prior to commencing Project activities or prior to re-initiation Project activities. If bats are found, CDFW shall be notified within 24 hours. The Permittee shall implement at least a 300-foot no-work buffer around bat roosts, and the Designated Biologist shall monitor the area for sensitivity to Project activities. If bats roosts appear to be disturbed, the Project activities shall immediately stop. The Permittee shall contact CDFW for additional measures and receive approval prior to resuming Project-related activities. CDFW reserves the right to provide additional provisions to this Agreement designed to protect nesting/roosting bats.

2.10.1 If avoidance requirements of the 300-foot no-work buffer around bat roosts cannot be met, Permittee may propose an alternative buffer for CDFW concurrence.

2.11 Bat Roosts Avoidance and Impact Minimization. To avoid the direct loss of bats that could result from removal of trees, vegetation, and/or structures that may provide day or night roost habitat (e.g., in cavities or under loose bark), the Permittee shall implement the following measures for all vegetation removal and structure removal authorized under this Agreement.

2.11.1 If bats are present, Permittee should make every attempt to avoid suitable bat roosting tree/structure removal from March 1 to September 30 to avoid impacts to bat maternity season. Trees and/or structures determined to be maternity roosts shall be left in place until the end of maternity season or until Designated Biologist verifies no pregnant females and young in non-volant stage are present.

2.11.2 No less than three days before scheduled initial vegetation removal and structure removal, the Permittee shall have the Designated Biologist approved by CDFW, specifically for bats, conduct pre-construction reconnaissance surveys to identify those trees and/or structures proposed for disturbance that could provide hibernacula, roosting, or nursery colony habitat for bats.

2.11.3 Trees that are observed to have bat roosts shall not be sawed up or mulched immediately. A period of at least 24 hours, and preferably 48 hours at discretion of the Designated Biologist and/or CDFW, shall elapse prior to such operations to allow bats the additional opportunity to escape.

2.11.4 If bats are not detected, but the Designated Biologist determines that roosting bats may be present at any time of year, it is preferable to slowly

push any tree/structure down under operator's control using heavy machinery rather than felling it with a chainsaw. In order to ensure the optimum warning for any roosting bats that may still be present, the tree should be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree should then be pushed to the ground slowly and should remain in place until it is inspected by the Designated Biologist.

2.11.5 The Designated Biologist shall document all pre-construction reconnaissance survey activities and prepare a summary report including a map of confirmed locations of bat roosts to CDFW upon completion of pre-construction reconnaissance surveys.

2.12 Care of Injured Bats. The Designated Biologist shall immediately transport bats to a CDFW-approved wildlife rehabilitation or veterinary facility if they are injured because of exclusion activities or structure demolition. Permittee shall identify an appropriate wildlife care facility before starting exclusion or demolition activities. Permittee shall bear any costs associated with the care or treatment of such injured bats.

2.13 Capture of Injured Bats. The Designated Biologist shall capture injured bats by hand capture or methods approved by CDFW. Permittee shall not use mist nets or harp traps as capture techniques.

Prior to handling injured bats, the Designated Biologist is strongly encouraged to have received appropriate pre-exposure rabies vaccinations and boosters, and/or have maintained a rabies antibody titer recommended by the U.S. Department of Health and Human Services Center for Disease Control and the California Department of Public Health².

2.14 Care and Transport of Injured Bats. The Designated Biologist shall place captured bats in individual holding bags. The Designated Biologist shall place the holding bags inside a large plastic cooler on a stable surface away from Project construction and repairs to prevent tipping or other disturbance to the cooler. The cooler is intended to maintain a steady temperature for the bats, as well as to protect them from injury from debris, being stepped on, or any other external threat. The cooler shall not be completely closed to prevent suffocation of the bats inside the cooler.

2.15 Woodrat Middens. A preconstruction survey for woodrat middens by a Designated Biologist shall be conducted within two weeks prior to Project activities. Survey results, including locations of any detected individuals or middens displayed on a map, negative findings, analysis, recommendations, and field notes shall be submitted to CDFW for review and approval no later than 48 hours prior to the start of Project activities. If woodrat middens are present, then the analysis and

²<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Rabies.aspx>

recommendation section shall include measures that will be taken for avoidance based on species-specific, and site-specific, information. Should any woodrat individuals or middens be present at the Project site, the Permittee shall avoid all detected individuals and middens with a 500-foot buffer. CDFW shall review and provide written approval of other avoidance measures provided by the Designated Biologist in their report. The Designated Biologist shall not implement any additional avoidance measures aside from the 500-foot buffer without written approval from CDFW.

- 2.16 California Legless Lizard and Coastal Whiptail. Prior to work within suitable habitat the Designated biologist shall conduct a pre-activity survey for these species within 48 hours prior to starting Project activities. The biologist will identify and flag areas suitable to store equipment to prevent unintended impacts to buried lizards. Areas that cannot be avoided, or will require removal of ground cover used by the species, shall be gently raked with a hand tool (e.g., a garden rake) to a depth of two inches to locate any lizards that could be under the surface. Individuals of these species found in the work area shall be allowed to leave the project work area of their own volition. Daily sweeps of overland travel routes shall be surveys for these species prior to ingress and egress. If any individuals are observed the details shall be included in the Post-Project Report (see Measure 4.4.).
- 2.17 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project site and/or watershed to another. Prevention BMPs and guidelines for invasive plants can be found on the California Invasive Plant Council's website³, and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website⁴.
- 2.18 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the Project site is discovered during Project activities by submitting a completed Suspect Invasive Species Report⁵ and photos to the Invasive Species Program by email at: invasives@wildlife.ca.gov. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.
- 2.19 Remove Invasive Vegetation by Hand. Whenever practicable, invasive species shall be removed by hand or by hand-operated power tools rather than by chemical means. Where chemical control of non-native vegetation is deemed necessary within the bed, bank, or channel of the stream, and there is a possibility that the herbicides could come into contact with water, Permittee shall employ only those herbicides which are approved for aquatic use. If surfactants are required,

³<http://www.cal-ipc.org/ip/prevention/index.php>

⁴<http://www.protectyourwaters.net/>

⁵<https://wildlife.ca.gov/Conservation/Invasives/Report>

they shall be restricted to non-ionic chemicals that are approved for aquatic use. Nothing in this Agreement represents an herbicide use recommendation that allows for an action that conflicts with pesticide use regulations. All herbicide use conditions for mixing, application and clean-up shall conform to all applicable federal, State, and local regulations. Any application of herbicide shall be done by a licensed or certified applicator in accordance with all applicable, federal, state, and local. Herbicides shall be used only for selective treatment of non-native vegetation identified as invasive by California Invasive Plant Council. Herbicide use to kill native vegetation is prohibited.

- 2.20 Invasive Plant Control/Eradication. To minimize the spread of invasive plant species to areas within and outside of the Project site, Permittee shall implement control and eradication activities prior to the initiation of ground-disturbing activities. Permittee shall utilize control and eradication methods that are specific to the target species, avoid the spread and proliferation of other invasive plant species, and minimize damage to and/or removal of native plant species. All nonnative and invasive plants controlled or eradicated at the Project site treated in a manner that prevents the introduction and establishment of those species to new areas.
- 2.21 Vegetation Trimming. There shall be no vegetation trimming beyond what has been agreed to in the Project description.
- 2.22 Stockpiled Vegetation. No stockpiling of brush, loose soils, or similar debris material may occur within the Project area. No wood chipping material shall be spread on-site.
- 2.23 Pest Control for Native Vegetation. A Designated Biologist or certified arborist shall survey trees prior to vegetation removal to determine if trees are impacted by infectious pests or diseases. If trees are impacted by pests or diseases, the Designated Biologist or certified arborist should prepare an Infectious Tree Disease Management Plan or develop a detailed, robust, enforceable, and feasible list of preventative measures. A plan/list should provide measures relevant for each tree or disease observed. To avoid the spread of infectious tree pests and diseases, infected trees should not be transported from a Project site without first being treated using best available management practices described in the Infectious Tree Disease Management Plan or list of preventative measures.

Equipment and Staging

- 2.24 Staging Area. Staging/storage areas for equipment and materials shall be located outside of the stream in an area selected for its non-vegetated status.
- 2.25 Flagging. The perimeter of the work site shall be adequately flagged to prevent damage to adjacent riparian habitat. Project personnel shall strictly limit their activities, vehicles, equipment, and construction materials to the Project footprint.

- 2.26 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized.
- 2.27 No Activities in Stream. No Project activities shall take place in the wetted portion of the stream. Vehicles shall not be driven or equipment operated in water covered portions of a stream or lake, or where wetland vegetation, riparian vegetation, or aquatic organisms may be destroyed, except as otherwise provided for in the Agreement and as necessary to complete authorized work.
- 2.28 Inspection of Project Equipment. Permittee shall inspect all vehicle, tools, waders, boots, and other Project-related equipment and remove all visible soil/mud, plant materials, and animal remnants prior to entering and exiting the stream and/or between each use in different watersheds.
- 2.29 Decontamination of Project Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed and make contact with water or wetted soils prior to entering and after exiting the stream. If equipment is operating to avoid contact with water or wetted soils, then it is otherwise permissible to conduct the work without specialized decontamination procedures for aquatic invasive animal species, but activities would need to be in compliance with this Agreement and any other federal, state, or local laws or ordinances. For example, Measures found in the Agreement require visible dirt, mud, and plant materials are removed from equipment prior to entering the stream, but do not require the specialized thermal, freezing, and/or drying methods developed for aquatic invasive animal species.

If decontamination for aquatic invasive animal species is applicable, Permittee shall decontaminate Project gear and equipment utilizing one of three methods: drying, using a hot water soak, or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of five minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of eight hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the Project site.

- 2.30 Decontamination Sites. If decontamination for aquatic invasive animal species is applicable, Permittee shall perform decontamination of vehicles, watercraft, and other Project gear and equipment in a designated location where runoff can be contained and not allowed to pass into CDFW jurisdictional areas and other sensitive habitat areas.

Erosion

- 2.31 Erosion Control Measures. Permittee shall utilize erosion control measures throughout all phases of operation where sediment runoff from exposed slopes threatens to enter a river, stream, or lake. Any type of erosion control blanket or other product shall not use plastic and shall be free of invasive plant propagules. If netting is to be used, it must be flexible (e.g., "soft" hemp) so that snakes or other animals do not become trapped in the netting.
- 2.32 Sediment and Runoff Control. Sediment from Project-related activities shall be removed from upland areas or seasonally dry portions of the ephemeral drainages where it might likely be washed into the stream or inundated by high flows, or where it is likely to have a negative impact on emergent native vegetation, or where it is likely to have a negative impact on native trees. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.
- 2.33 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation.
- 2.34 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, seeding placed after October 15 shall be covered with non-erodible materials, such as coconut fiber matting, for stabilization.

Pollution, Litter and Cleanup

- 2.35 Operating Equipment and Vehicle Leaks. Any equipment operated within or adjacent to the ephemeral drainage shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat. All refueling and maintenance of equipment and vehicles shall be at least 150 feet from any aquatic habitat, wetland area, water body, or ephemeral drainages. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream, lake or ephemeral drainage shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on-site prior to the start of Project-related activities.
- 2.36 Pollutants and Debris. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products or any other substances which could be hazardous to aquatic life, or other organic or earthen material from any logging, construction, or other associated Project-related activity shall be allowed to contaminate the soil

and/or enter into or placed where it may be washed by rainfall or runoff into, any stream/channel/culvert/ditch. Any of these materials, placed within or where they may enter a stream/channel/culvert/ditch, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately. When Project-related activities are completed, any excess materials or debris shall be removed from the work area. No rubbish shall be deposited within 150 feet of the high-water mark of any stream.

- 2.37 Pollution Compliance. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall obey these laws and it shall be the responsibility of Permittee to ensure compliance.
- 2.38 Pollution Cleanup. The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by the Permittee of any spills that release hazardous material (e.g., oil, cement, fuel, etc.) into any stream/channel/culvert/ditch and CDFW shall be consulted regarding clean-up procedures.
- 2.39 Pick Up Debris. Permittee shall pick up all debris and waste daily. Permittee shall dispose of all Project generated debris, materials, and rubbish in a legal manner. The Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash.

3. Compensatory Measures

To compensate for the permanent adverse impacts to 0.847 acres of fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall provide mitigation for these impacts through financial security (Measure 3.1), remediation of temporary impacts (Measure 3.4), and either the purchase of mitigation credits at a mitigation bank (Measure 3.2), or off-site permittee responsible mitigation (Measure 3.3), and each measure thereafter.

- 3.1 Financial Security. **Prior to initiating any Project-related activities**, Permittee shall provide CDFW with a financial security in the form of a letter of credit (LOC) or other funding mechanism acceptable to CDFW as described in Measure 3.5 either in accordance with Measure 3.2, or in accordance with Measure 3.3.
- 3.2 Mitigation Bank. Permittee shall compensate for 0.847 acres of impacts to stream bed, bank, and channel, through the acquisition of no less than 0.847 acres of stream bed or riparian habitat re-establishment credits through a CDFW-approved mitigation bank within Lord Creek, or another location approved in writing by CDFW. The Permittee shall submit the following information to CDFW for review and approval prior to purchasing the credits: the credit amount, credit type, bank sponsor, habitat types(s), a map of the bank site, and a map of the bank. A different type of bank credit may require a higher or lower mitigation ratio. Written CDFW approval of the mitigation bank is required prior to purchase of credits. The Permittee shall submit a record of purchase to CDFW **at least 30 days prior to the initiation of Project activities**, which includes staging and site preparation, or

within 12 months following the start of Project activities, if security is provided pursuant to Measure 3.5. If mitigation credits are not available for purchase within 10 months following start of Project activities, then Measure 3.3 shall be implemented instead of the purchase of mitigation credits and shall be completed within 18 months following start of Project activities if security is provided. Alternate banks, credit types, and/or credit amounts necessary to meet the mitigation obligation must be proposed for CDFW review and approval within 10 months following start of Project activities.

3.3 Permittee Responsible Mitigation – Off-site (Mitigation Site). Permittee shall compensate for permanent impacts to 0.847 acres of stream bed, bank, and channel, through the acquisition, and perpetual conservation and management of a Mitigation Site, or several mitigation sites, containing no less than 0.847 acres of stream and stream-associated habitat within the Lord Creek watershed. The Permittee shall prepare a Habitat Mitigation and Monitoring Plan (HMMP), and a Long-Term Management Plan (LTMP) designed to sustain or surpass the habitat quality of the Mitigation Site in perpetuity. Permittee shall also establish long-term management funding. Permanent protection and funding for perpetual management of the Mitigation Site(s) must be complete **prior to initiation of Project activities, or within 18 months of starting Project activities if security is provided** for all uncompleted obligations.

3.3.1 Mitigation Site Acquisition and Protection. Permittee shall obtain written approval from CDFW of the property eligibility for the proposed Mitigation Site(s) with a minimum of 0.847 acres of off-site streambed and stream-associated habitat. Permittee shall submit a proposed Mitigation Site, including: 1) a biological report with pertinent biological resources information (e.g., delineation, hydrological assessment, species occurrences); 2) Habitat Management Land Title Information; 3) Preliminary Title Report; 4) a Keyhole Markup Language file (e.g., KMZ files) of Assessor's Parcel(s); 5) Phase 1 Environmental Site Assessment Report; and 6) Mineral Risk Assessment Report, for CDFW review and approval **no later than five months prior to the start of Project activities or four months following start of Project activities if security is provided**. See Permittee Checklist of Habitat Management Land Property Review and Protection⁶. CDFW shall provide a written approval or denial for property eligibility.

3.3.2 Habitat Mitigation and Monitoring Plan. Permittee shall develop and submit to CDFW for review and written approval an HMMP, after CDFW approval of the Mitigation Site and **no later than four months prior to the start of Project activities or six months following start of Project activities if security is provided**. Permittee shall ensure the HMMP is successfully implemented and be responsible for any cost incurred during the restoration/mitigation or in

⁶ <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=207700>

subsequent corrective measures. At a minimum, the HMMP shall include the following:

- 3.3.3 Restoration Specialist. The HMMP shall be prepared by person(s) with expertise in southern California ecosystems and native plant re-vegetation techniques (Restoration Specialist). Planting, maintenance, monitoring, and reporting activities shall be overseen by the Restoration Specialist familiar with restoration of native plants.
- 3.3.4 Site Description. The HMMP shall include a description of the physical conditions and vegetation communities including a map and Geographic Information Systems (GIS) shapefiles. Photo-documentation of the site, including restored areas, shall be provided before and after restoration.
- 3.3.5 Reference Site. If applicable, an appropriate reference site with as good or better-quality habitat than the pre-Project impact site shall be identified and approved by CDFW. The HMMP shall include survey information for the reference site.
- 3.3.6 Schedule. A schedule that outlines all foreseeable activities necessary.
- 3.3.7 Planting Plan. Details of the site preparation consisting of a detailed contouring/grading plan and details of native plant installation (Planting Plan), including the type and number of materials to be used (e.g., local native seeds, cutting, and/or container stock), source(s) of the materials, planting location, methods of installation, and a local California native plant palette. This Planting Plan shall include plantings of both overstory and understory vegetation as appropriate. All seeded/planted species installed shall include only local California native container plants and cuttings and shall be typical of the existing native plant species present within, or immediately adjacent to the site.
- 3.3.8 Native Plant Sources. Revegetation plant material shall be derived from cuttings, materials salvaged from disturbed areas, and/or seeds obtained from high quality specimen locations that exhibit healthy, sound, and viable seed from multiple populations occurring locally within the same drainages. The HMMP shall identify the percentage of seed collected from local native plants and shall not exceed 50-percent of the seed produced by a population of species during any given year. Any container stock, if used, shall be obtained from a licensed nursery which can ensure that container plants are pest free, and have not been subject to the application of synthetic pesticides.
- 3.3.9 Sampling Techniques. The HMMP shall identify the sampling techniques (e.g., quadrats, transects, or relevé) to be used to collect quantitative/qualitative data (e.g., vegetation relative/absolute cover, density, diversity indices, recruitment, survivorship, etc.) for baseline conditions and to establish and measure success criteria. The sampling techniques shall have

adequate detail so that it can be duplicated by different people and shall include a sample data collection sheet that shows appropriate data to be collected per the proposed sampling methodology.

- 3.3.10 Survey Timing. The primary monitoring surveys to determine the success of restoration efforts (survival, cover, and growth of plants) shall be conducted at a minimum twice annually in Spring and Fall.
- 3.3.11 Maintenance Activities. The HMMP shall provide a description of maintenance operations with particular emphasis on invasive species control and watering methods and schedules. If irrigation is required, details on any irrigation to be used, irrigation designs and/or plans, and timing/schedule. Irrigation may only be used to help the plants become established during the first three years following planting. Watering/ irrigation of the site shall be discontinued at least two years prior to completion of the monitoring period.
- 3.3.12 Success Criteria. The HMMP shall identify the success criteria for the Mitigation Site and shall be compared against an appropriate reference site with as good or better-quality habitat than the pre-Project impact site. The success criteria shall include percent relative and absolute cover (invasive and native vegetation), species diversity, abundance, and any other measures of success deemed appropriate by CDFW.
- 3.3.13 Monitoring and Reporting. The HMMP shall include monitoring and reporting procedures, with a sample data collection sheet. Permittee shall have the Restoration Specialist monitor the recovery of plant, wildlife, and aquatic resources in the area following mitigation implementation. Monitoring of plant, wildlife, and aquatic resources shall be done twice a year, in Spring and Fall, with an annual quantitative survey to determine the success of restoration efforts (survival, cover, and growth of plants) through the term of restoration. The results and analysis shall be submitted with the annual restoration monitoring report to CDFW **by February 1 of each year** after mitigation implementation for at least five years and until mitigation success criteria have been met. This report shall include the status and any success trends (i.e., comparison throughout the five years of monitoring) for the success criteria outlined in the HMMP. Photos from designated photo stations shall be included.
- 3.3.14 Corrective Actions. The HMMP shall include a description of corrective actions to be taken if restoration measures do not meet the proposed criteria or targets. If the survival and cover requirements have not been met as established in the HMMP, the Permittee shall follow contingency measures, including but not limited to, performing modifications to the existing habitat, creation of new habitat on- or off-site, or purchase of mitigation credits from a mitigation bank. Any contingency actions will be determined in coordination with CDFW. If Permittee proposes to meet the success criteria through modifications to the existing habitat or creation of additional habitat, Permittee

shall be responsible for maintaining and monitoring these areas with the same survival and growth requirements for five years after planting, or until CDFW deems the sites successful.

3.3.15 Mitigation Site Land Manager. Permittee shall designate both an interim and long-term land manager of the Mitigation Site, each of whom must be approved by CDFW. After CDFW approval of the Mitigation Site, and no later than four months prior to the start of Project activities, or six months following start of Project activities if security is provided, Permittee shall obtain CDFW approval (or denial) of the designated land manager entity within 60 days of the approval. Permittee shall identify separate entities to fulfill the grantee and land manager, and shall not designate the same entity to fulfill both roles. Additionally, Permittee shall provide all necessary documents requested by CDFW for due diligence review at the time the land manager is proposed, in accordance with the Checklist for Entities being Considered to Hold Conservation Easements or Manage and Steward Mitigation Land⁷. Permittee shall also obtain CDFW approval of an interim Mitigation Site Land Manager if they are different than the manager of the long-term Mitigation Site. The interim and/or long-term manager(s) may be the landowner or another party approved by CDFW. Documents related to land management shall identify both the interim and long-term land managers. Permittee shall notify CDFW, for review and approval, of any subsequent changes with the Mitigation Site Land Manager within 30 days of the change.

3.3.16 Start-Up Activities. Permittee shall provide for the implementation of start-up activities, including the initial site protection and enhancement of the CDFW-approved Mitigation Site(s). Start-up activities include, at a minimum: 1) preparing both a HMMP and an LTMP for CDFW approval; 2) conducting baseline biological assessment and land survey report during the first growing season; 3) developing and transferring to the GIS data if applicable; 4) establishing initial fencing (if necessary); 5) conducting initial removal of litter and debris; and 6) installing signage.

3.3.17 Mitigation Site Conservation Easement. Permittee shall record a Conservation Easement (CE) approved by CDFW with an entity, to be approved by CDFW in its sole discretion, acting as grantee for the CE. CDFW shall be expressly named in the CE as a third-party beneficiary.

3.3.17.1 After CDFW approval of the Mitigation Site and **no later than four months prior to the start of Project activities or six months following start of Project activities if security is provided**, Permittee shall provide to CDFW, for review and approval, a draft CE prepared using a CDFW-provided CE template, a updated title report, and other documents specified in the most current version at time of document submittal of the Permittee Checklist of Habitat Management

⁷<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=225933>

Land Property Review and Protection , or a revised version to be provided by CDFW. All documents conveying the Mitigation Site(s) and all conditions of title are subject to the review and approval of CDFW prior to recordation of the CE.

- 3.3.17.2 Permittee shall identify separate entities to fulfill the grantee and land manager roles and shall not identify the same entity to fulfill both roles.
- 3.3.17.3 The CE shall expressly require implementation of the LTMP by the grantor, and land manager as authorized by the grantor and landowner and shall expressly require the identified grantee to monitor implementation of the LTMP.
- 3.3.17.4 Permittee shall record the CE after CDFW approval of the CE and all associated documents prior to the start of Project activities or within 18 months following the start of Project activities if security is provided.
- 3.3.17.5 Permittee shall be responsible for all costs associated with the CE, including recording, CE monitoring, and long-term management costs.

3.3.18 Mitigation Success. After the fifth monitoring year, if the site has met the success criteria outlined in the HMMP, CDFW may request a site visit to determine if the mitigation portion of the Agreement is deemed complete. The site should be free of trash and any irrigation infrastructure shall be removed if it is used (unless there is an acceptable justification for leaving the irrigation system in place).

3.3.19 Mitigation Site Long-Term Management Plan. **After CDFW approval of the Mitigation Site and no later than three months prior to the start of Project activities or seven months following start of Project activities if security is provided**, Permittee shall provide an LTMP to CDFW for review and written approval⁸. The LTMP shall be implemented in perpetuity and shall be designed to sustain or surpass the habitat quality of the Mitigation Site(s) upon achieving HMMP success criteria as approved by CDFW in writing. Permittee shall consult with CDFW for LTMP requirements and for an appropriate LTMP template prior to preparing the draft LTMP. The CDFW-approved long-term Mitigation Site Land Manager shall be responsible for implementing the LTMP. At a minimum, the LTMP shall include:

- 3.3.19.1 Site Description. A description of the physical conditions and vegetation communities of the Mitigation Site(s) expected, including water resources and habitat types, and a map that identifies the location of the site(s).

⁸<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=137386&inline>

- 3.3.19.2 Management Goals. A description of management goals related to sustaining habitat quality, wildlife usage, and overall function of the Mitigation Site.
- 3.3.19.3 Management Tasks. A description of specific tasks and management strategies proposed to meet management goals, including but not limited to fencing, invasive species management, trash and trespass control, and resource monitoring using a monitoring and management schedule, adaptive management plans, and strategies to address foreseeable site disturbances (e.g., dumping, wildfires, unauthorized recreational activities, etc.), and maintenance of signage and fencing.
- 3.3.19.4 Reporting. A description of the reporting procedures including a Management Report, which shall be completed every five years documenting at a minimum:
 - 3.3.19.4.1 Management activities completed within the previous five-year term, including: 1) any remedial measures completed; 2) details of non-native and invasive species management such as (a) species and location where they were treated and/or removed, (b) the amount and frequency of removal, and (c) the techniques used; 3) fencing information; 4) resource monitoring, adaptive management strategies developed and how they were implemented; and 5) enforcement activity necessary.
 - 3.3.19.4.2 An assessment of overall habitat quality within the Mitigation Site, including: 1) any changes to native and non-native vegetation cover; 2) any shifts in habitat type; 3) any loss of habitat cover; 4) any change in water resources; and 5) any new invasive species observed.
 - 3.3.19.4.3 An evaluation of the success or failure of management strategies implemented and any changes to management strategies proposed in response to the successes or failures.
 - 3.3.19.4.4 The Management Report shall include photos documenting the management activities.
- 3.3.20 Mitigation Site Endowment Fund. Permittee shall ensure that the Mitigation Site is perpetually managed, maintained, and monitored by the Mitigation Site Land Manager as described in this Agreement, the CE, and the LTMP approved by CDFW. Permittee shall provide long-term management funding for the perpetual management of the Mitigation Site by establishing a separate long-term management fund (Endowment) for the site. The Endowment is a sum of money, held in a CDFW-approved fund that provides funds for perpetual management, monitoring, and other activities on the Mitigation Site consistent with the management plan(s) required by this

Agreement. Endowment as used in this Agreement shall refer to the Endowment Deposit Amount and all interest, dividends, other earnings, additions, and appreciation thereon. The Endowment shall be governed by this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

After the interim management period, Permittee shall ensure that the designated Mitigation Site Land Manager implements the management and monitoring of the Mitigation Site according to the LTMP. The long-term Mitigation Site Land Manager shall be obligated to manage and monitor the Mitigation Site in perpetuity to preserve their conservation values in accordance with this Agreement, the CE, and the LTMP. Such activities shall be funded through the Endowment.

- 3.3.21 Endowment Manager. The Endowment shall be held by the Endowment Manager, which shall be an entity qualified pursuant to Government Code sections 65965-65968, as amended, and approved in writing by CDFW in its sole discretion. Permittee shall submit to CDFW a written proposal for an Endowment Manager along with a copy of the proposed Endowment Manager's certification pursuant to Government Code section 65968(e). CDFW shall notify Permittee in writing of its approval or disapproval of the proposed Endowment Manager.
- 3.3.22 Endowment Deposit Amount. After obtaining CDFW written approval of the Mitigation Site(s), LTMP, and Endowment Manager, Permittee shall prepare, in coordination with the Mitigation Site Land Manager, a Long-Term Management Endowment Property Analysis Record (PAR) or PAR-equivalent analysis to calculate the amount of funding necessary to ensure the long-term management of the Mitigation Site (Endowment Deposit Amount) consistent with the LTMP.
- 3.3.23 Property Analysis Record for Long-Term Management Fund. Permittee shall provide to CDFW for review and approval a PAR, or substantially equivalent analysis for the Mitigation Site developed in coordination with the long-term Mitigation Site Land Manager. The Permittee shall submit to CDFW for review and approval the results of the Long-Term Management Endowment PAR before transferring funds to the Endowment Manager and no later than three months prior to the start of Project activities or 12 months following start of Project activities if security is provided. The PAR shall identify the costs for implementation of the Mitigation Site LTMP and calculate an endowment that is sufficient to fund the implementation of the LTMP in perpetuity (Long-term Endowment Fund; Endowment).
- 3.3.24 Capitalization Rate and Fees. Permittee shall obtain the capitalization rate from the selected Endowment Manager for use in calculating the Long-Term Management Endowment PAR and adjust for any additional administrative, periodic, or annual fee.

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

3.3.25.1 Contingency. A minimum of 10-percent contingency shall be added to each endowment calculation to hedge against underestimation of the fund, unanticipated expenditures, inflation, or catastrophic events. A higher percent contingency may be required upon CDFW approval.

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

3.3.25.3 Non-annualized Expenses. For all large capital expenses to occur periodically but not annually such as fence replacement or well replacement, payments shall be withheld from the annual disbursement until the year of anticipated need or upon request to Endowment Manager and CDFW for review and approval.

3.3.26 Transfer Long-term Endowment Funds. Permittee shall transfer the Long-Term Endowment Funds to the Endowment Manager upon CDFW approval of the Endowment Deposit Amount identified above **prior to the start of Project activities or within 18 months following start of Project activities if security is provided**. The Endowment Manager shall, at all times, hold and manage the Endowment in compliance with this Agreement, Government Code sections 65965-65968, as amended, and Probate Code sections 18501-18510, as amended.

3.4 Remediation of Temporary Impacts. The Permittee shall restore all areas within the Project area temporarily impacted by Project activities, such as staging areas and temporary access areas. Temporary impact areas altered during the Project shall be returned to natural contours without creating a possible future bank erosion problem.

3.5 Financial Security Mechanism. If permanent protection and funding for perpetual management of compensatory habitat is not complete prior to the initiation of Project activities, Permittee shall provide financial security in the form of an LOC, or other form of security approved by CDFW. The LOC, or other form of security approved by CDFW, shall allow CDFW to draw on the principal sum if CDFW, in its sole discretion, determines that the Permittee has failed to complete the compensatory mitigation measures of this Agreement.

3.6 Letter of Credit. A LOC or other funding mechanism acceptable to CDFW for all mitigation measures pursuant to this Agreement shall be submitted to CDFW for approval and shall be executed **prior to initiation of Project activities**. The amount of the LOC shall be \$338,800.00, based on the average cost of 0.847

acres at \$400,000.00 per acre at the time of this Agreement of restoration credits at a CDFW-approved mitigation bank

- 3.7 Draft Copy of LOC. The Permittee shall provide a draft copy of the LOC to CDFW at the address listed below for review and approval **prior to execution of security**. The LOC shall not be executed without CDFW's prior approval.
- 3.8 Expiration of LOC. In the event that the LOC will expire before the mitigation obligations have been met, the Permittee shall be responsible for providing CDFW a new LOC to replace the existing LOC **at least 60 days prior to the expiration date**.
- 3.9 Execution of LOC. Upon execution of the LOC, the Permittee shall provide the original to the address listed on the LOC template, and one copy of the executed document to CDFW at the address listed below in the Contact Information section.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least five days prior to initiation of Project-related activities and at least five days prior to completion of Project and restoration activities. Notification shall be sent through the Environmental Permit Information Management System (EPIMS) and to the e-mail address: EPIMS.R5@wildlife.ca.gov, Reference # VEN-24592-R5.
- 4.2 Project Reporting. All surveys, pre and post construction notifications, monitoring reports, and any other required communication between Permittee and CDFW shall be submitted through EPIMS as well as to the email address EPIMS.R5@wildlife.ca.gov Reference # VEN-24592-R5 and CC Andrew.Chambers@wildlife.ca.gov.
- 4.3 Pre-Project Report. Within two weeks of the start of Project activities, Permittee shall provide pre-Project photographs of conditions before any vegetation removal, brushing, or crowning has occurred. Pre-Project photographs shall have been taken within the previous 30 days.
- 4.4 Post-Project Report. Permittee shall provide a post-Project report to CDFW no later than 60 days after the conclusion of Project-related activities. This report shall include, but is not limited to, the following: pre-Project photographs, the total amount of area impacted that year, post-Project photographs, species observed during Project activities, newly identified invasive species, and a digital GIS shapefile of all areas that have been maintained for vegetation. This report shall document the final quantities of vegetation and trees removed, brushed, trimmed and crowned, the percentage of canopy cover removed for each tree, and include

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clear photographs to document before, during, and after vegetation maintenance activities.

- 4.5 **Format of Reports.** All reports shall be submitted to CDFW electronically and shall include geographic information system shapefiles , along with the appropriate metadata, of the Project area. Electronic versions of reports shall be submitted through EPIMS.

CONTACT INFORMATION

Any communication that Permittee or CDFW submits to the other shall be submitted through EPIMS as instructed by CDFW.

To Permittee:

Hazem Gabr
Southern California Edison
EPIMS-VEN-24592-R5
Ensch Road (Doberman Rescue)
2244 Walnut Grove Avenue,
Rosemead, California 91770
Hazem.Gabr@SCE.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
3030 Old Ranch Parkway, Suite 400
Seal Beach, CA 90740
EPIMS-VEN-24592-R5
Ensch Road (Doberman Rescue)
EPIMS.R5@wildlife.ca.gov
Andrew.Chambers@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of the 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 the 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 the 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 the Agreement.

Before CDFW suspends or revokes the 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 the 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 the Agreement precludes CDFW from pursuing an enforcement action against Permittee instead of, or in addition to, suspending or revoking the Agreement.

Nothing in the 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, or 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 USFWS 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 the 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 the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

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Permittee may amend the 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 use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of the 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 the Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of the Agreement, provided the request is made prior to the expiration of the Agreement's term. To request an extension, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the extension fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). CDFW shall process the extension request in accordance with Fish and Game Code section 1605, subdivisions (b) through (e).

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

EFFECTIVE DATE

The 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 Fish and Game Code section 711.4 filing fee⁹.

⁹<https://www.wildlife.ca.gov/Conservation/CEQA/Fees>

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TERM

This Agreement shall expire on February 24, 2026, unless it is terminated or extended before then. All provisions in the 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 the Agreement expires or is terminated, as Fish and Game Code section 1605, subdivision (a)(2) requires.

AUTHORITY

If the person signing the 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 the Agreement authorizes, Permittee may be subject to civil or criminal prosecution for failing to notify CDFW in accordance with Fish and Game Code section 1602.

CONCURRENCE

Through the electronic signature by the permittee or permittee's representative as evidenced by the attached concurrence from CDFW's EPIMS, the permittee accepts and agrees to comply with all provisions contained herein.

The EPIMS concurrence page containing electronic signatures must be attached to this agreement to be valid.