



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-ORA-24593-R5, TALBERT REGIONAL PARK AT 19th STREET 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-ORA-24593-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: 108CBE95B90342D

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



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STREAMBED ALTERATION AGREEMENT
EPIMS-ORA-24593-R5 ~~(FINAL VERSION)~~
Santa Ana River

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

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TALBERT REGIONAL PARK AT 19TH STREET 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 Talbert Regional Park at 19th Street Project (Project) is located along 19th Street within Talbert Regional Park, at the Santa Ana River, in the County of Orange, State of California; Latitude 33.643272, Longitude -117.948738; Assessor's Parcel Number (APN) 114-170-52. The Project is located along a portion of SCE's 66kV Huntington Beach-Lafayette-Orcogen and 12kV Gehrig 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 SCE's 66kV Huntington Beach-Lafayette-Orcogen and 12kV Gehrig circuits. Clearance distances are prescribed based on the circuits voltage and take into account the sag and sway of the power lines during extreme events (e.g., inclement weather). A clearance distance of 12 feet is recommended for circuits with a voltage less than 69kV. The recommended clearance distance from each circuit limits work to a 1.65-acre Maintenance Work Area (MWA). The Project area is limited to 1.52 acres (2,250 linear feet) of riparian habitat and streambeds. The remaining 0.13 acre within the MWA consists of disturbed roads.

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 the crown reduction method to reduce canopy cover of vegetation while leaving the understory intact. Vegetation will be trimmed until the set clearance distance is achieved. Project activities will not remove more than 50% of the canopy of each individual tree. All trimmed material will be hauled out of the Project area to a chipper for processing.

Project activities will temporarily impact a total of no more than ~~4.52~~0.341 acres of the vegetation's canopy from crown reduction. The understory within the Project area will be left intact during the term of the Agreement and would not be impacted.

The initial activity specifically includes one Mexican fan palm (*Washingtonia robusta*) trim and 34 willow (*Salix gooddingii*) trims. Refer to Table 1 for additional information.

All equipment will be stored and staged off site. 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.

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Table 1. Vegetation Trimming

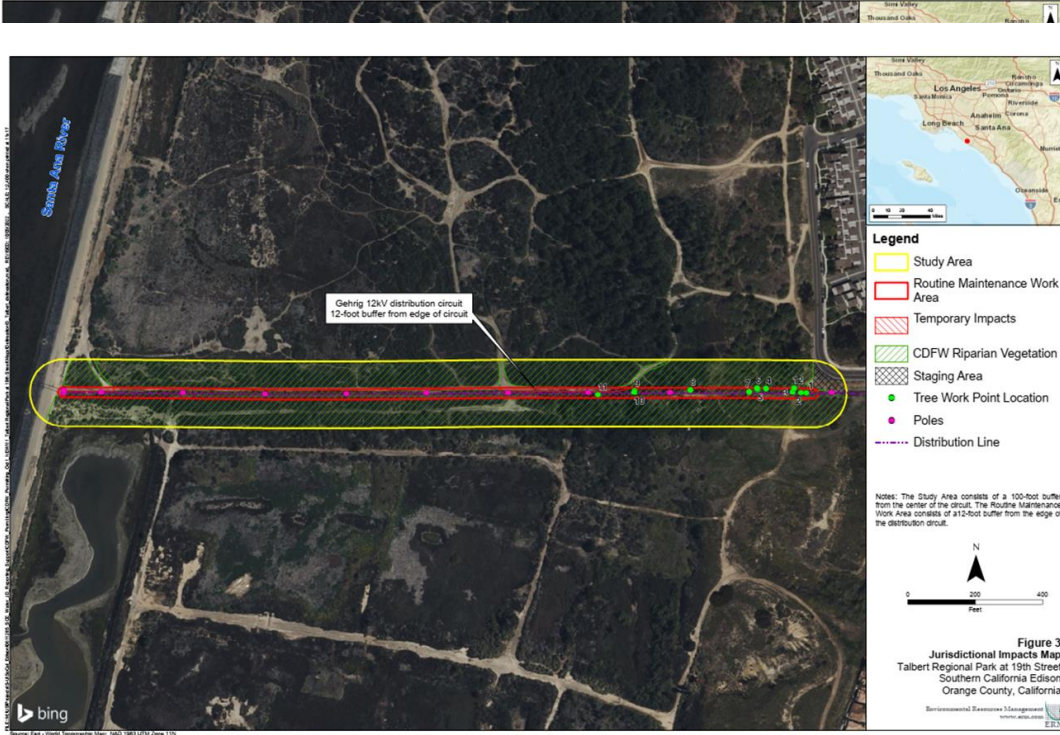
Map ID	Object ID OID ¹	Quantity ²	Species	Management Type	Estimated Percentage Canopy to be Trimmed
1	1131502	1	Willow	CROWN REDUCTION	10-20%
2	1131509	6	Willow	CROWN REDUCTION	20-30%
3	1131519	6	Willow	CROWN REDUCTION	10-20%
4	1131523	2	Willow	CROWN REDUCTION	20-30%
5	1131524	2	Willow	CROWN REDUCTION	20-30%
6	1131527	8	Willow	CROWN REDUCTION	20-30%
7	1131532	4	Willow	CROWN REDUCTION	20-30%
8	1131537	1	Willow	CROWN REDUCTION	10-20%
9	1131547	1	Willow	CROWN REDUCTION	20-30%
10	1131549	2	Willow	CROWN REDUCTION	10-20%
11	1131556	1	Willow	CROWN REDUCTION	20-30%

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12	1190217	1	Palm	CROWN REDUCTION	20-30%
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1. Object ID (OID) is the identification number given to vegetation management work used for tracking purposes.
 2. Quantity is calculated differently depending on the activity type. For crown reduction, quantity refers to the individual number of trees that would be impacted under the listed prescription.

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: least Bell's vireo (*Vireo bellii pusillus*), 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*), wren-tit (*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*);

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

Mammals: hoary bat (*Lasiurus cinereus*), American badger (*Taxidea taxus*), 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*);

Plants: southern tarplant (*Centromadia parryi* spp. *australis*), estuary seablite (*Suaeda esteroa*), pickleweed (*Salicornia pacifica*), laurel sumac (*Malosma laurina*), Fremont

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cottonwood (*Populus fremontii*), coast live oak (*Quercus agrifolia*), Arizona ash (*Fraxinus velutina*), black willow (*Salix nigra*), arroyo willow (*Salix lasiolepis*), and blue elderberry (*Sambucus nigra ssp. caerulea*);

And all other riparian/wetland vegetation which provides habitat for these species and all other aquatic and wildlife resources in the Project vicinity.

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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 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.

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The Project ~~will impact 1.52~~ consists of 0.341 acres of ~~Fremont cottonwood forest and woodland alliance duetemporary impacts to riparian vegetation within the crown reduction of the vegetation'svegetation~~ canopy, ~~leaving the understory intact,~~ to maintain ~~the 12-foot clearance of vegetation and the power lines distances for operations, and zero permanent impacts within the Santa Ana River, 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

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Permittee shall meet each administrative requirement described below.

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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

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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 Least Bell's Vireo Protocol Level Surveys. Prior to initiation of Project activities, the Permittee shall submit to CDFW the results of protocol level surveys for least Bell's vireo. Permittee shall adhere to Measure 2.10 for guidance on how these surveys shall be conducted and reporting measures.

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1.3 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.

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1.4 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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1.5 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.

1.6 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.

1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.

1.8 Notification Requirements. CDFW requires that 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.

1.9 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview 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 Permittee's mitigation, monitoring, and reporting efforts.

1.10 Designated Biologist. At least ~~thirty (30)~~ days prior to initiating ground- or vegetation-disturbing activities, 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 shall 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)~~.

1.11 Designated Biologist – Monitoring. A Designated Biologist shall be on-site to monitor all Project activities within and adjacent to streambed areas.

1.12 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 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.

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1.13 Weather Limitations. Permittee's activities within the ephemeral drainage shall be restricted to periods of low rainfall (less than ~~40.25~~ 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-hour~~ 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

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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

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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. 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)-)}~~. This Agreement does not authorize take of any rare, threatened, or endangered species that may occur within or adjacent to the proposed work area, including least Bell’s vireo. If there is a potential for take, Permittee shall immediately consult 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>.~~ This includes submitting observations¹ 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).

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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 onsite.

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

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-day period prior to the start of vegetation and sediment removal activities. Pre-Project surveys shall include: a) general surveys for botanical and wildlife resources; b) the identification of any active burrows and/or woodrat nests (if active, they should be recorded, monitored for species observations, and mapped); and, c) 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 ~~(2)~~ breeding/nesting bird surveys shall be conducted during a ~~one (1)~~ week oneweek 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 conduct surveys for white-tailed kite, yellow warbler, least Bell's vireo, and other Species of Concern likely to be found in the area or using the area to forage during the proposed 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 ~~(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 Least Bell's Vireo. If Project activities cannot be completed outside the nesting season for this species (February 1 through August 1), the Permittee shall postpone and/or cease work until the following conditions have been met:

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2.10.1 Prior to initiation of Project activities, focused surveys following ~~United States Fish and Wildlife Service~~ (USFWS) protocols for least Bell's vireo shall be conducted during the breeding season and during morning hours and under appropriate weather conditions. The physical extent of the survey area shall be approved by CDFW prior to commencing surveys and shall include indirectly affected and buffer areas. Survey results shall be submitted in writing to CDFW for review and concurrence prior to start of work activities. This Agreement does not authorize take of CESA-listed species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project (see Measure 2.1).

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2.10.2 ~~Survey protocol~~ Surveys for least Bell's vireo ~~can be found at:~~ <https://www.fws.gov/sites/default/files/documents/survey-protocol-for-least-bells-vireo.pdf>. The surveys shall include all eight surveys described in the USFWS protocol², at least 10 days apart, between April 10 and July 31, during morning hours and under appropriate weather conditions.

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2.10.3 If survey results indicate least Bell's vireo is present, the following avoidance measures shall be implemented:

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2.10.3.1 No construction or vegetation removal shall take place February 1 through August 1.

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2.10.3.2 –If least Bell's vireo is present and the avoidance measures identified above cannot be implemented, take may result, and an ~~Incidental Take Permit (ITP)~~ ITP should be applied for and obtained from the CDFW. An ITP will include the following measures for minimization and mitigation: construction buffers, a biological monitor, sound walls, and

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²<https://www.fws.gov/sites/default/files/documents/survey-protocol-for-least-bells-vireo.pdf>

habitat replacement.

2.10.4 If survey results indicate least Bell's vireo is not present, a Designated Biologist shall be present on site during all work activities to monitor for late season nest establishment through September 15. If construction activities stop for more than three ~~(3)~~ days, a Designated Biologist shall conduct a focused survey for least Bell's vireo following USFWS protocols and submit the results to CDFW for review prior to re-initiation of Project activities.

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2.11 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 (i.e., 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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2.11.1 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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2.12 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.

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2.12.1 If bats are present, Permittee should make every attempt to avoid suitable

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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.

2.12.2 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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2.12.3 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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2.12.4 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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2.12.5 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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2.13 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.

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Permittee shall bear any costs associated with the care or treatment of such injured bats.

2.14 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.

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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 ~~GDG~~Center for Disease Control³ and the California Department of Public Health
(<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Rabies.aspx>).

2.15 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.

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2.16 American Badger. All American badger discovered at the Project area immediately prior to or during Project Activities shall be allowed to move out of the area on their own volition. If any individuals are observed the details shall be included in the Post-Project Report and documented per Measure 2.3.

2.17 Woodrat Middens. A preconstruction survey for woodrat middens by a qualified 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- 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

³<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Rabies.aspx>

avoidance measures aside from the 500-foot buffer without written approval from CDFW.

2.18 California Legless Lizard, Coast Horned 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 (Reporting Measure 54.5).

2.19 Rare Plant Surveys. Prior to implementing Project-related activities, Permittee shall have a Designated Biologist conduct three (3) focused rare plant surveys⁴ of the Project area during the plant blooming period. Each survey shall verify the blooming period with a known reference site. Survey limits shall include all areas within the Project footprint and include a 200-foot buffer. The surveys shall determine the presence or absence of sensitive plant species such as southern tarplant, estuary seablite, or other rare or protected species. Surveys shall be conducted at the appropriate time and with the appropriate methodology to determine if any of the above species are present within the Project area. Any of these species that are found in the area prior to Project activities shall be avoided. The results of the survey shall be sent to CDFW and include a list of exclusion measures that staff shall use to avoid take or injury to any sensitive species. Permittee shall ensure that these exclusion measures are in place prior to vegetation removal.

~~Survey protocols for rare and special status native plant populations can be found at: <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>.~~

2.20 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>~~⁵ and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website: <http://www.protectyourwaters.net/>.⁶

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⁴<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>.

⁵<http://www.cal-ipc.org/ip/prevention/index.php>

⁶<http://www.protectyourwaters.net/>

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2.21 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>)~~⁷ 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.

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2.22 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.

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2.23 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.

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

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⁷<https://wildlife.ca.gov/Conservation/Invasives/Report>

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2.25 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 onsite.

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2.26 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 Infectious Tree Disease Management Plan or list of preventative measures.

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Equipment and Staging

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2.27 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.

2.28 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.

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

2.30 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.

2.31 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

2.32 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/Measures of this Agreement and any other federal, state, or local laws or ordinances. For example, general conditions in the existing Agreement to make sure 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.

2.33 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

2.34 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 weed-free. 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.

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2.35 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

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with little erosion potential. Frequent water checks shall be placed on dirt roads, cat tracks, or other work trails to control erosion.

2.36 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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2.37 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

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2.38 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 onsite prior to the start of Project-related activities.

2.39 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 Permittee or any party working under contract, or with the permission of 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.

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- 2.40 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.
- 2.41 Pollution Cleanup. The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by Permittee of any spills that release hazardous material (oil, cement, fuel, etc.) into any stream/channel/culvert/ditch and CDFW shall be consulted regarding clean-up procedures.
- 2.42 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. 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 adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

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- 3.1 Revised Impacts. Permittee shall submit to CDFW a revised habitat classification and impact analysis and the results of protocol level surveys for least bell's Vireo pursuant to Measure 1.1 and Measure 1.2 prior to implementation of Project activities. Please note that 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.

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~~3.2 Compensation for Unauthorized Impacts. Permittee shall conserve habitat at an amount and location to be determined by CDFW 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.~~

3.2 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, as applicable, without creating a possible future bank erosion problem.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. 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

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the Environmental Permit Information Management System (EPIMS) and to the e-mail address: EPIMS.R5@wildlife.ca.gov, Reference # ORA-24593-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 # ORA-24593-R5 and CC Frederic.RiemanAndrew.Chambers@wildlife.ca.gov.
- 4.3 **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.
- 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 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 (GIS) shapefiles⁸, along with the appropriate metadata, of the Project area. 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 EPIMS⁹.~~

~~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

⁸<http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>

⁹<https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>

Field Code Changed

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EPIMS- ORA-24593-R5
Talbert Regional Park at 19th Street
2244 Walnut Grove Avenue,
Rosemead, California 91770
Hazem.Gabr@SCE.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS- ORA-24593-R5
Talbert Regional Park at 19th Street
EPIMS.R5@wildlife.ca.gov
Frederic.Rieman@wildlife.ca.gov Andrew.Chambers@wildlife.ca.gov

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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.

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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.

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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, unless the transfer or assignment is requested by Permittee in writing, as specified below, and thereafter CDFW approves the transfer or assignment in writing.

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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~~ <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.¹⁰

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.

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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

¹⁰<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 Permittee or Permittee's representative as evidenced by the attached concurrence from CDFW's [Environmental Permit Information Management System \(EPIMS\)](#), EPIMS, 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-ORA-24593-R5
Santa Ana River

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

TALBERT REGIONAL PARK AT 19TH STREET 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 Talbert Regional Park at 19th Street Project (Project) is located along 19th Street within Talbert Regional Park, at the Santa Ana River, in the County of Orange, State of California; Latitude 33.643272, Longitude -117.948738; Assessor's Parcel Number (APN) 114-170-52. The Project is located along a portion of SCE's 66kV Huntington Beach-Lafayette-Orcogen and 12kV Gehrig 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 SCE's 66kV Huntington Beach-Lafayette-Orcogen and 12kV Gehrig circuits. Clearance distances are prescribed based on the circuits voltage and take into account the sag and sway of the power lines during extreme events (e.g., inclement weather). A clearance distance of 12 feet is recommended for circuits with a voltage less than 69kV. The recommended clearance distance from each circuit limits work to a 1.65-acre Maintenance Work Area (MWA). The Project area is limited to 1.52 acres (2,250 linear feet) of riparian habitat and streambeds. The remaining 0.13 acre within the MWA consists of disturbed roads.

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 the crown reduction method to reduce canopy cover of vegetation while leaving the understory intact. Vegetation will be trimmed until the set clearance distance is achieved. Project activities will not remove more than 50% of the canopy of each individual tree. All trimmed material will be hauled out of the Project area to a chipper for processing.

Project activities will temporarily impact a total of no more than 0.341 acres of the vegetation's canopy from crown reduction. The understory within the Project area will be left intact during the term of the Agreement and would not be impacted.

The initial activity specifically includes one Mexican fan palm (*Washingtonia robusta*) trim and 34 willow (*Salix gooddingii*) trims. Refer to Table 1 for additional information.

All equipment will be stored and staged off site. 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.

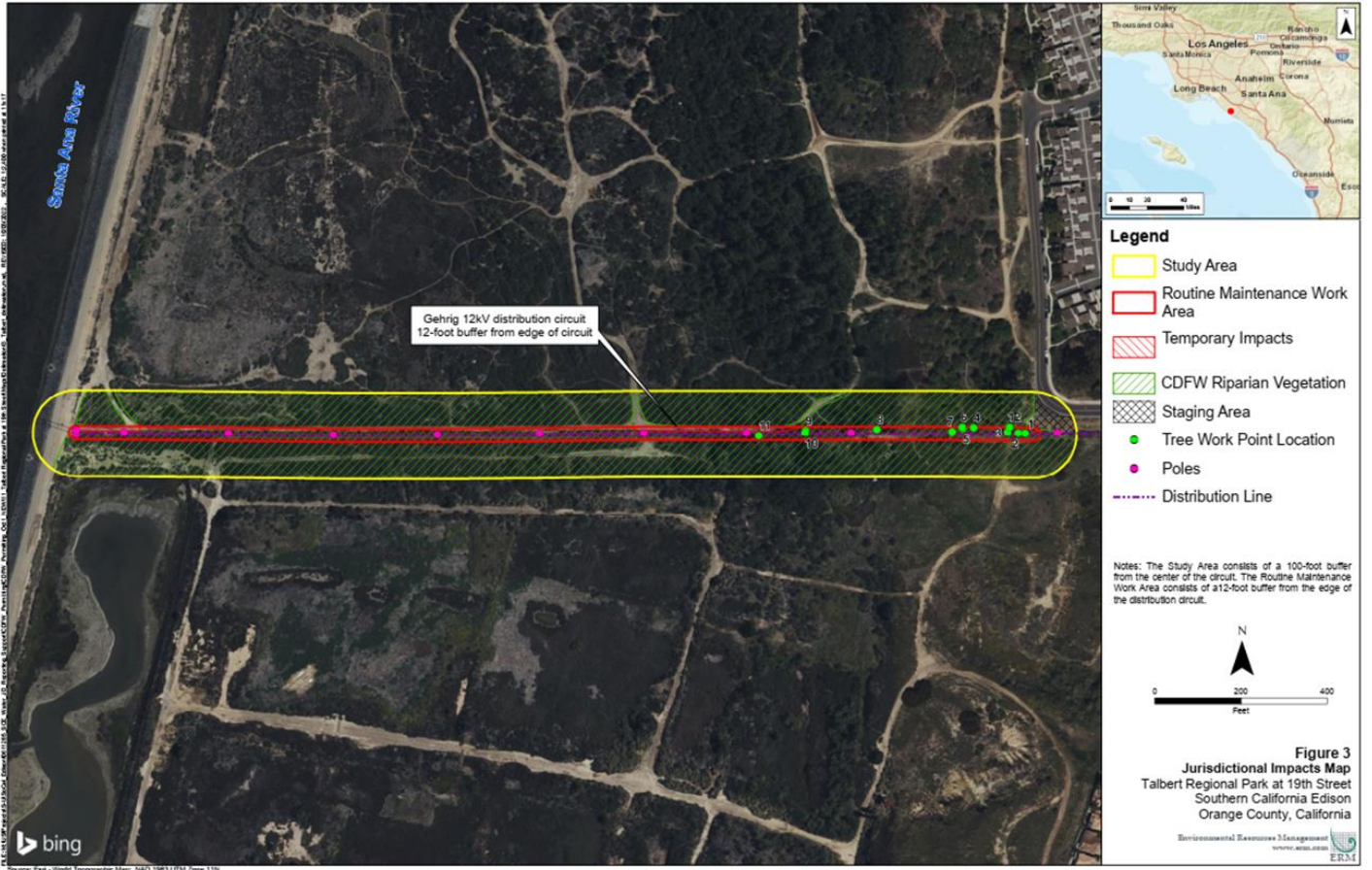
Table 1. Vegetation Trimming

Map ID	Object ID OID ¹	Quantity ²	Species	Management Type	Estimated Percentage Canopy to be Trimmed
1	1131502	1	Willow	CROWN REDUCTION	10-20%
2	1131509	6	Willow	CROWN REDUCTION	20-30%
3	1131519	6	Willow	CROWN REDUCTION	10-20%
4	1131523	2	Willow	CROWN REDUCTION	20-30%
5	1131524	2	Willow	CROWN REDUCTION	20-30%
6	1131527	8	Willow	CROWN REDUCTION	20-30%
7	1131532	4	Willow	CROWN REDUCTION	20-30%
8	1131537	1	Willow	CROWN REDUCTION	10-20%
9	1131547	1	Willow	CROWN REDUCTION	20-30%
10	1131549	2	Willow	CROWN REDUCTION	10-20%
11	1131556	1	Willow	CROWN REDUCTION	20-30%
12	1190217	1	Palm	CROWN REDUCTION	20-30%

1. Object ID (OID) is the identification number given to vegetation management work used for tracking purposes.

2. Quantity is calculated differently depending on the activity type. For crown reduction, quantity refers to the individual number of trees that would be impacted under the listed prescription.

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: least Bell's vireo (*Vireo bellii pusillus*), 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*), wren-tit (*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: hoary bat (*Lasiurus cinereus*), American badger (*Taxidea taxus*), 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*);

Plants: southern tarplant (*Centromadia parryi* spp. *australis*), estuary seablite (*Suaeda esteroa*), pickleweed (*Salicornia pacifica*), laurel sumac (*Malosma laurina*), Fremont cottonwood (*Populus fremontii*), coast live oak (*Quercus agrifolia*), Arizona ash (*Fraxinus velutina*), black willow (*Salix nigra*), arroyo willow (*Salix lasiolepis*), and blue elderberry (*Sambucus nigra* ssp. *caerulea*);

And all other riparian/wetland vegetation which provides habitat for these species and all other aquatic and wildlife resources in the Project vicinity.

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 0.341 acres of temporary impacts to riparian vegetation within the vegetation canopy to maintain clearance distances for operations, and zero permanent impacts within the Santa Ana River, 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 Least Bell's Vireo Protocol Level Surveys. Prior to initiation of Project activities, the Permittee shall submit to CDFW the results of protocol level surveys for least Bell's vireo. Permittee shall adhere to Measure 2.10 for guidance on how these surveys shall be conducted and reporting measures.
- 1.3 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.
- 1.4 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.

- 1.5 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.
- 1.6 Project Site Entry. Permittee agrees that CDFW personnel may enter the Project site at any time to verify compliance with the Agreement.
- 1.7 Property Not Owned by Permittee. To the extent that the Protective Measures of this Agreement provide for activities on another owner's property, they are agreed to with the understanding that Permittee shall first acquire the legal right to enter.
- 1.8 Notification Requirements. CDFW requires that 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.
- 1.9 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview 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 Permittee's mitigation, monitoring, and reporting efforts.
- 1.10 Designated Biologist. At least 30 days prior to initiating ground- or vegetation-disturbing activities, 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 shall 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.

- 1.11 Designated Biologist – Monitoring. A Designated Biologist shall be on-site to monitor all Project activities within and adjacent to streambed areas.
- 1.12 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 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.
- 1.13 Weather Limitations. Permittee's activities within the ephemeral drainage shall be restricted to periods of low rainfall (less than 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-hour 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. 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)). This Agreement does not authorize take of any rare, threatened, or endangered species that may occur within or adjacent to the proposed work area, including least Bell’s vireo. If there is a potential for take, Permittee shall immediately consult 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 CNDDDB within

14 days of the sighting. This includes submitting observations¹ 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 onsite.

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-day period prior to the start of vegetation and sediment removal activities. Pre-Project surveys shall include: a) general surveys for botanical and wildlife resources; b) the identification of any active burrows and/or woodrat nests (if active, they should be recorded, monitored for species observations, and mapped); and, c) 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

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

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 oneweek 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 conduct surveys for white-tailed kite, yellow warbler, least Bell's vireo, and other Species of Concern likely to be found in the area or using the area to forage during the proposed 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 Least Bell's Vireo. If Project activities cannot be completed outside the nesting season for this species (February 1 through August 1), the Permittee shall postpone and/or cease work until the following conditions have been met:

2.10.1 Prior to initiation of Project activities, focused surveys following USFWS protocols for least Bell's vireo shall be conducted during the breeding season and during morning hours and under appropriate weather conditions. The physical extent of the survey area shall be approved by CDFW prior to commencing surveys and shall include indirectly affected and buffer areas. Survey results shall be submitted in writing to CDFW for review and concurrence prior to start of work activities. This Agreement does not authorize take of CESA-listed species. Any such take shall require separate permitting. Liability for any take of such listed species remains the separate responsibility of Permittee for the duration of the Project (see Measure 2.1).

2.10.2 Surveys for least Bell's vireo shall include all eight surveys described in the USFWS protocol², at least 10 days apart, between April 10 and July 31, during morning hours and under appropriate weather conditions.

2.10.3 If survey results indicate least Bell's vireo is present, the following avoidance measures shall be implemented:

2.10.3.1 No construction or vegetation removal shall take place February 1 through August 1.

2.10.3.2 If least Bell's vireo is present and the avoidance measures identified above cannot be implemented, take may result, and an ITP

²<https://www.fws.gov/sites/default/files/documents/survey-protocol-for-least-bells-vireo.pdf>

should be applied for and obtained from the CDFW. An ITP will include the following measures for minimization and mitigation: construction buffers, a biological monitor, sound walls, and habitat replacement.

- 2.10.4 If survey results indicate least Bell's vireo is not present, a Designated Biologist shall be present on site during all work activities to monitor for late season nest establishment through September 15. If construction activities stop for more than three days, a Designated Biologist shall conduct a focused survey for least Bell's vireo following USFWS protocols and submit the results to CDFW for review prior to re-initiation of Project activities.
- 2.11 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 immediately notified (i.e., 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.
- 2.11.1 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.
- 2.12 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.
- 2.12.1 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.

- 2.12.2 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.
- 2.12.3 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.
- 2.12.4 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.
- 2.12.5 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.
- 2.13 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.
- 2.14 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 Control³ and the California Department of Public Health.

- 2.15 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.
- 2.16 American Badger. All American badger discovered at the Project area immediately prior to or during Project Activities shall be allowed to move out of the area on their own volition. If any individuals are observed the details shall be included in the Post-Project Report and documented per Measure 2.3.
- 2.17 Woodrat Middens. A preconstruction survey for woodrat middens by a qualified 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 recommendation section shall include measures that will be taken for avoidance based on species- 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.
- 2.18 California Legless Lizard, Coast Horned 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

³<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Rabies.aspx>

individuals are observed the details shall be included in the Post-Project Report (Reporting Measure 4.5).

- 2.19 Rare Plant Surveys. Prior to implementing Project-related activities, Permittee shall have a Designated Biologist conduct three focused rare plant surveys⁴ of the Project area during the plant blooming period. Each survey shall verify the blooming period with a known reference site. Survey limits shall include all areas within the Project footprint and include a 200-foot buffer. The surveys shall determine the presence or absence of sensitive plant species such as southern tarplant, estuary seablite, or other rare or protected species. Surveys shall be conducted at the appropriate time and with the appropriate methodology to determine if any of the above species are present within the Project area. Any of these species that are found in the area prior to Project activities shall be avoided. The results of the survey shall be sent to CDFW and include a list of exclusion measures that staff shall use to avoid take or injury to any sensitive species. Permittee shall ensure that these exclusion measures are in place prior to vegetation removal.
- 2.20 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 website⁵ and for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website⁶.
- 2.21 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 Report⁷ 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.
- 2.22 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

⁴<https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=18959&inline>.

⁵<http://www.cal-ipc.org/ip/prevention/index.php>

⁶<http://www.protectyourwaters.net/>

⁷<https://wildlife.ca.gov/Conservation/Invasives/Report>

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.

- 2.23 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.
- 2.24 Vegetation Trimming. There shall be no vegetation trimming beyond what has been agreed to in the Project description.
- 2.25 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 onsite.
- 2.26 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 Infectious Tree Disease Management Plan or list of preventative measures.

Equipment and Staging

- 2.27 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.
- 2.28 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.
- 2.29 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized.

- 2.30 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.
- 2.31 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
- 2.32 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 other Measures of this Agreement and any other federal, state, or local laws or ordinances. For example, general conditions in the existing Agreement to make sure 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.

- 2.33 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

- 2.34 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 weed-free. 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.
- 2.35 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.
- 2.36 Excavation Spoils. Spoil storage sites shall not be located within a stream or where it will cover aquatic or riparian vegetation.
- 2.37 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

- 2.38 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 onsite prior to the start of Project-related activities.
- 2.39 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 Permittee or any party working under contract, or with the permission of 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.

- 2.40 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.
- 2.41 Pollution Cleanup. The clean-up of all spills shall begin immediately. CDFW shall be notified immediately by Permittee of any spills that release hazardous material (oil, cement, fuel, etc.) into any stream/channel/culvert/ditch and CDFW shall be consulted regarding clean-up procedures.
- 2.42 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. 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 adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Revised Impacts. Permittee shall submit to CDFW a revised habitat classification and impact analysis and the results of protocol level surveys for least bell's Vireo pursuant to Measure 1.1 and Measure 1.2 prior to implementation of Project activities. Please note that 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 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, as applicable, without creating a possible future bank erosion problem.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Prior to Work. 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 # ORA-24593-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 # ORA-24593-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 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 (GIS) shapefiles⁸, along with the appropriate metadata, of the Project area. For more details on creating shapefiles, please visit. Electronic versions of reports shall be submitted through EPIMS⁹.

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- ORA-24593-R5
Talbert Regional Park at 19th Street
2244 Walnut Grove Avenue,
Rosemead, California 91770
Hazem.Gabr@SCE.com

⁸<http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>

⁹<https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>

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To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS- ORA-24593-R5
Talbert Regional Park at 19th Street
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

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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.

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

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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 fee¹⁰.

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

¹⁰<https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

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