

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



STREAMBED ALTERATION AGREEMENT
EPIMS-VEN-29404-R5
SESPE CREEK, TRIBUTARY TO THE SANTA CLARA RIVER

VICTORIA PARSONS
SOUTHERN CALIFORNIA EDISON
TD1468324 SAUGUS-FILLMORE-SANTA CLARA-WAKEFIELD PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Southern California Edison (Permittee), as represented by Victoria Parsons.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 28, 2022, 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 TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project is located at three locations approximately 900 feet north-northwest of Old Telegraph Road at the crossing of Sespe Creek in an unincorporated portion of Ventura County near Fillmore in the State of California. Location 1 is located at center coordinate: 34.408425, -118.929008. Location 2 is located at center coordinate: 34.408869, -118.931631. Location 3 is located at center coordinate: 34.408832, -118.931368. A map of the project area and project locations is included as Figure 1 and Figure 2 below.

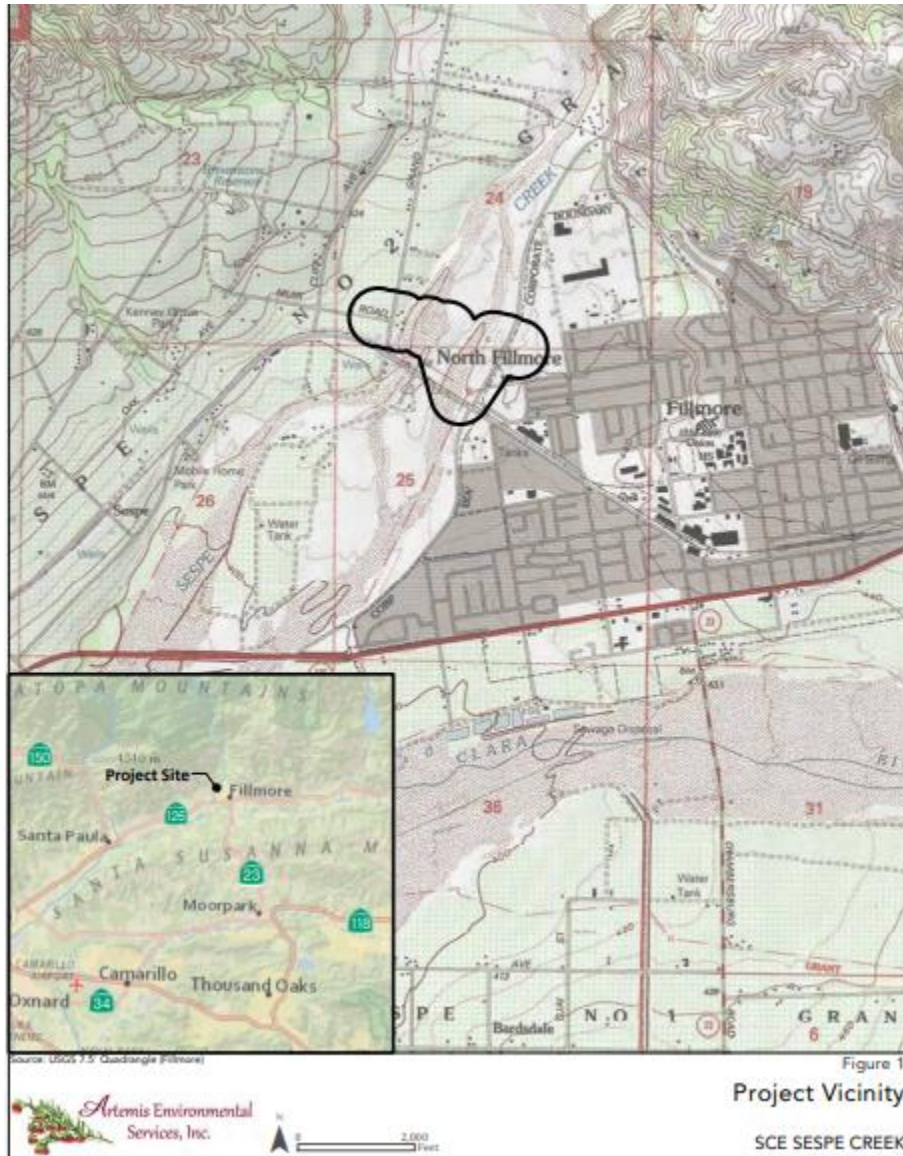


Figure 1. Regional map of project vicinity (Artemis Environmental Services, Inc., 2019).

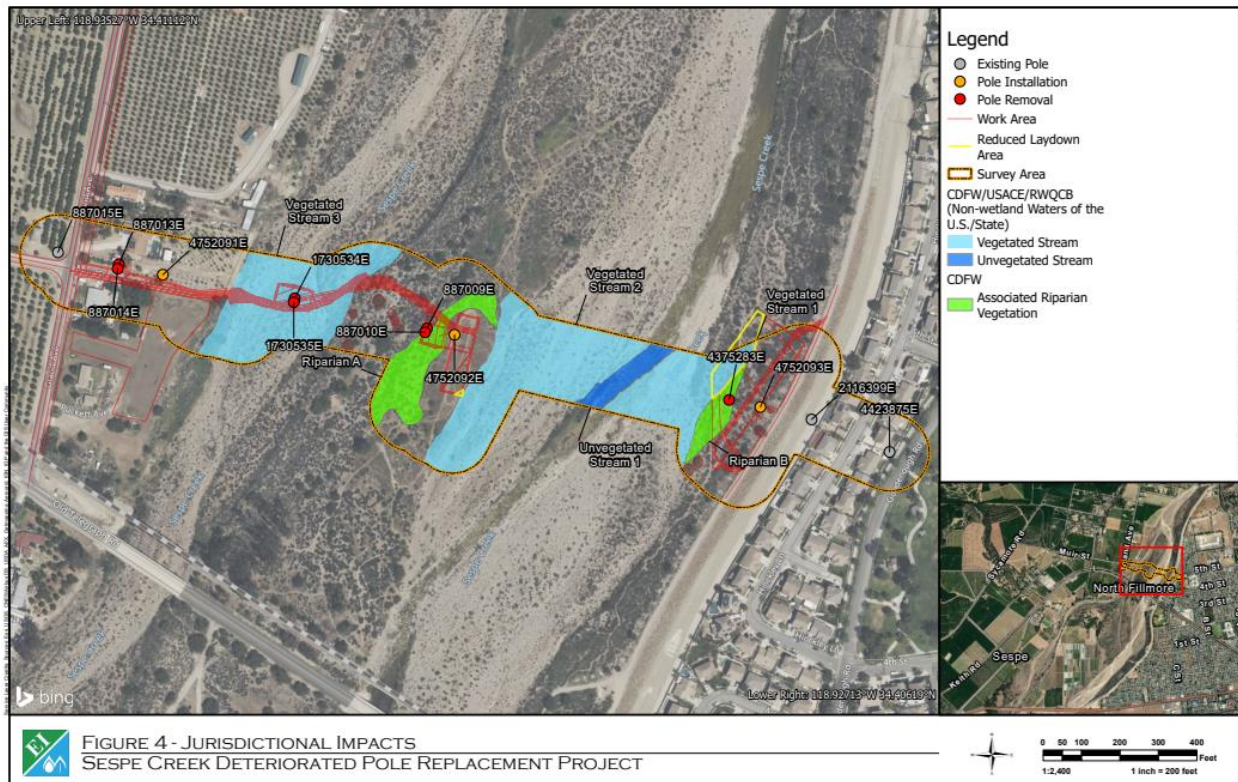


Figure 2. Map of the TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project (Environmental Intelligence, LLC., 2024).

PROJECT DESCRIPTION

The TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project consists of removing seven deteriorated wood poles comprising of three H-frames and a single wood pole, replacing them with three tubular steel poles (TSPs), and transferring the existing circuit lines to the new TSPs. The portion of this project covered under this Agreement is limited to the creation of a temporary access route within the channel of Sespe Creek, the removal of two wooden transmission H-frames and one singular wooden transmission pole, the installation of three new TSPs with supporting poured-in-place engineered footings, the transfer and re-stringing of transmission lines (See Exhibit A), and the remediation of project areas that were impacted by the activities covered under this Agreement.

Location 1 – The Fillmore Bike Path will serve as access to the left bank of Sespe Creek and to access the existing 65-foot-tall Pole 4375283E for removal. An approximate 0.41-acre of temporary work area will be graded from the left bank down to the bed of Sespe Creek in order to remove Pole 4375283E and to install the new 75-foot-tall TSP 4752093E. The removal of Pole 4375283E will be conducted through cutting the wooden pole from its associated caisson and hauling the cut material off site for disposal. The remaining lower portions of the caisson will be abandoned in place. Installation of TSP 44752093E will require a truck mounted low overhead drilling rig to

drill an approximate six-foot-wide by 45-foot-deep hole in preparation for the installation of a reinforced steel cage and poured in place cement footing for TSP 44752093E. The reinforced concrete cage will be lowered into the drilled void by excavator or crane. A concrete pump truck will fill the drilled void, which will support a series of pilot bolts and the reinforced steel cage. The TSP will be set in place in sections via crane, bolted to the footing anchor bolts, and the existing transmission line will be restrung through the use of a wire puller truck and stringing machines.

Location 2 – A temporary access ramp and route will be constructed from clean native fill excavated from an area adjacent to Sespe Creek, yet not within areas subject to Fish and Game Code section 1600 et seq. In total, approximately 160 cubic yards of said fill will be temporarily placed from the right bank of Sespe Creek starting at the eastern end of Muir Street on private property and spanning to a total of 500 linear feet which encompasses Location 2 and Location 3. This temporary access ramp and route will allow for the removal of an 85-foot-tall wooden H-frame at Location 2 comprising of poles 1730534E and 1730535E. Removal will be conducted through the cutting of both poles and their associated caissons where they meet portions of the existing riprap. The cut pole material will be trucked off the project area and disposed of. The remaining portions of the underground caissons and associated riprap will be abandoned in place. Location 2 will have no new infrastructure installed, but will be utilized as a transport route for materials and operations at Location 3 (see Figure 2).

Location 3 – The temporary access installed as described in Location 2 above will be utilized to access Location 3. Location 3 will consist of the removal of an 80-foot-tall wooden H-frame comprising of poles 887009E and 887010E. Removal will be conducted through the cutting of both poles and their associated caissons where they meet portions of the existing riprap. The cut pole material will be trucked and disposed off the project area. The remaining portions of the underground caissons and associated riprap will be abandoned in place. Installation of TSP 44752092E will occur approximately 77 feet east from the removed H-frame comprising of poles 887009E and 887010E. There, a truck-mounted low overhead drilling rig will drill an approximate five-foot-and-five-inch-wide by 40-foot-deep hole in preparation for the installation of a reinforced steel cage and poured in place cement footing for TSP 44752092E. The reinforced concrete cage will be lowered into the drilled void by excavator or crane. A concrete pump truck will fill the drilled void, which will support a series of pilot bolts and the reinforced steel cage. The TSP will be set in place in sections via crane, bolted to the footing pilot bolts, and the existing transmission line will be restrung through the use of a wire puller truck and stringing machines.

The project is anticipated to be completed within one calendar year during periods of dry weather coinciding with the absence of channel flows and standing water, and will consist of approximately 130 workdays. If the seasonality of flows, influence of large atmospheric rivers, and/or the availability of dry weather do not allow work to be completed within one calendar year, then the project may require to be performed over two or more calendar years under the term of this Agreement.

Locations 1, 2, and 3 will hereafter be referred to as “project areas.” All project areas will be remediated, using physical and biodegradable methods, in effort to ensure the temporary impacts of the project are restored to pre-project conditions. This includes the removal of temporary fill from Sespe Creek, regrading of the project areas back to their pre-project conditions, and installation of biodegradable erosion control features. Remediation efforts shall include the application of photo control points and be subject to annual monitoring in accordance with this Agreement. The activities described in the Project Description section of this Agreement will hereafter be referred to as “project activities.”

Equipment

Project equipment will include: excavator-mounted low overhead drilling rig, graders, backhoes, augers, cranes, rebar cage delivery trucks, flatbed trucks, concrete pumping trucks, concrete delivery trucks, transmission line trucks, transmission material trucks, TSP delivery trucks, wire stringing machines, wire puller trucks, wire delivery trucks, personnel vehicles, and patrol trucks. Variation in baseline conditions may require that additional equipment be operated within project areas. Staging and operation will occur within the Sespe Creek stream channel, and additionally outside of areas subject to Fish and Game Code section 1600 on public and private property.

PROJECT IMPACTS

Existing fish, wildlife, and plant resources the project could substantially adversely affect include, but are not limited to those found in Table 1.

Table 1: Species possibly impacted by project activities and habitats impacted by project activities.

Scientific Name	Common Name	Status
Amphibians		
<i>Anaxyrus boreas</i>	Western toad	Common
<i>Anaxyrus californicus</i>	Arroyo toad	FE
<i>Pseudacris regilla</i>	Pacific chorus frog	Common
<i>Spea hammondi</i>	Western spadefoot	FPT, SSC
Birds		
<i>Accipiter cooperii</i>	Cooper’s hawk	WL
<i>Accipiter striatus</i>	Sharp-shinned hawk	WL
<i>Asio flammeus</i>	Short-eared owl	SSC
<i>Asio otus</i>	Long-eared owl	SSC
<i>Athene cunicularia hypugaea</i>	Western burrowing owl	SC, SSC
<i>Buteo regalis</i>	Ferruginous hawk	WL
<i>Buteo swainsoni</i>	Swainson’s hawk	ST

<i>Calypte costae</i>	Costa's hummingbird	
<i>Cathartes aura</i>	Turkey vulture	Common
<i>Circus hudsonius</i>	Northern harrier	SSC
<i>Coccyzus americanus occidentalis</i>	Western yellow-billed cuckoo	SE, FT
<i>Contopus cooperi</i>	Olive-sided flycatcher	SSC
<i>Elanus leucurus</i>	White-tailed kite	FP
<i>Empidonax traillii</i>	Willow flycatcher	SE
<i>Empidonax traillii extimus</i>	Southwestern willow flycatcher	FE, SE
<i>Falco mexicanus</i>	Merlin	WL
<i>Falco peregrinus anatum</i>	American peregrine falcon	FD, SD
<i>Gymnogyps californianus</i>	California condor	FE, SE, FP
<i>Haemorhous mexicanus</i>	House finch	Common
<i>Haliaeetus leucocephalus</i>	Bald eagle	FD, SE, FP
<i>Icteria virens</i>	Yellow-breasted chat	SSC
<i>Lanius ludovicianus</i>	Loggerhead shrike	SSC
<i>Nycticorax nycticorax</i>	Black-crowned night heron	
<i>Pandion haliaetus</i>	Osprey	WL
<i>Riparia riparia</i>	Bank swallow	ST
<i>Selasphorus rufus</i>	Rufous hummingbird	
<i>Setophaga petechia</i>	Yellow warbler	SSC
<i>Vireo bellii pusillus</i>	Least Bell's vireo	FE, SE
Fish		
<i>Catostomus fumeiventris</i>	Owens sucker	SSC
<i>Catostomus santaanae</i>	Santa Ana sucker	FT, SSC
<i>Entosphenus tridentatus</i>	Pacific lamprey	SSC
<i>Gasterosteus aculeatus williamsoni</i>	Unarmored threespine stickleback	FE, SE
<i>Gila orcutti</i>	Arroyo chub	SSC
<i>Oncorhynchus mykiss irideus</i> pop. 11	Steelhead – Southern California Coast Distinct Population Segment	FE, SC
Invertebrates		
<i>Anstenoptilia marmarodactyla</i>	Plume moth	Common
<i>Bombus crotchii</i>	Crotch's bumble bee	SCE
<i>Bombus vosnesenskii</i>	Yellow-faced bumble bee	Common
<i>Helminthoglypta traskii traskii</i>	Trask shoulderband	
Mammals		

<i>Antrozous pallidus</i>	Pallid bat	SSC
<i>Lasiurus cinereus</i>	Hoary bat	
<i>Neotoma lepida intermedia</i>	San Diego desert woodrat	SSC
<i>Otospermophilus beecheyi</i>	California ground squirrel	Common
<i>Puma concolor</i>	Mountain lion	SPM, SC
<i>Taxidea taxus</i>	American badger	SSC, RFBM
<i>Thomomys bottae</i>	Pocket gopher	Common
Reptiles		
<i>Actinemys marmorata</i>	Southwestern pond turtle	FCT, SSC
<i>Anniella stebbinsi</i>	Southern California legless lizard	SSC
<i>Phrynosoma blainvillii</i>	Coast horned lizard	SSC
<i>Sceloporus occidentalis</i>	Western fence lizard	Common
<i>Thamnophis hammondi</i>	Two-striped gartersnake	SSC
<i>Uta stansburiana</i>	Common blotch sided lizard	Common
Plants		
<i>Calochortus fimbriatus</i>	Late-flowered mariposa-lily	1B.3
<i>Calystegia peirsonii</i>	Peirson's morning glory	4.2
<i>Helenium puberulum</i>	Rosilla	Common
<i>Juglans californica</i>	California black walnut	4.2
<i>Juncus acutus ssp. leopoldii</i>	Southwestern spiny rush	4.2
<i>Lepechinia rossii</i>	Ross' pitcher sage	1B.2
<i>Leptochloa fusca</i>	Sprangletop	Common
<i>Lupinus paynei</i>	Payne's bush lupine	1B.1
<i>Phacelia hubbyi</i>	Hubby's phacelia	4.2
<i>Pseudognaphalium leucocephalum</i>	White rabbit-tobacco	2B.2
Habitat Resources		
Scalebroom Shrubland Alliance		S3
Southern California Black Walnut		S3
Woodland Alliance		S3.2
Southern Riparian Scrub		S3.2

Status Notes: FC = federal candidate species under the Endangered Species Act (ESA); FD = federally delisted species; FE = federally endangered under ESA; FT = federally threatened under ESA; FPE = federal proposed endangered species; FPT = federal proposed threatened species. SE = State endangered under the California Endangered Species Act (CESA); SC = State candidate for listing as endangered or threatened under CESA; SD = State delisted species; SFP = State fully protected species; SPM = "specially protected mammal" under Proposition 117; SSC = State species of special concern; WL = State Watch List Species; SR= State rare under CESA; ST = State threatened under CESA; RFBM = regulated fur bearing mammal under Fish and Game Code. California Native Plant Society (CNPS) California rare plant ranking system: 1A = plants presumed extinct in

California and rare/extinct elsewhere; 1B = plants rare, threatened, or endangered in California and elsewhere; 2A = plants presumed extirpated in California, but more common elsewhere; 2B = plants rare, threatened or endangered in California, but common elsewhere; 3 = plants about which more information is needed; 4 = plants of limited distribution; 0.1 = seriously threatened in California; 0.2 = moderately threatened in California; 0.3 = not very threatened in California. S1 = Subnational Conservation Status Rank of being critically imperiled and at very high risk of extirpation in the jurisdiction due to very restricted range, very few populations or occurrences, very steep declines, severe threats, or other factors; S2 = Subnational Conservation Status Rank of being imperiled and at high risk of extirpation in the jurisdiction due to restricted range, few populations or occurrences, steep declines, severe threats, or other factors; S3 = Subnational Conservation Status Rank of being vulnerable and at moderate risk of extirpation in the jurisdiction due to a fairly restricted range, relatively few populations or occurrences, recent and widespread declines, threats, or other factors. Common = Common species.

The adverse effects the project could have on the fish or wildlife resources identified above include: loss of channel stability during construction; increased channel erosion during construction; disturbance to soil layers; short-term release of contaminants (i.e., sediment incidental from construction); loss or decline of riparian habitat; disruption to nesting birds and other wildlife; construction pits and trenches that can capture terrestrial organisms; degradation of spawning habitat; change in composition of channel materials that may limit available substrate for accretion and/or deposition; colonization of invasive species; direct mortality of and/or harm to individuals and populations; disturbance and/or disruption of individuals and populations; impediment to migration of aquatic and/or terrestrial species; unintended or latent deflection; and project-related discharge of sediment and other materials hazardous to fish, wildlife, and plant resources, and the habitats on which they depend.

Project activities will result in no more than 0.528-acre of temporary impacts accompanying 367 linear feet of Sespe Creek. This 0.528-acre of temporary impacts currently holds and supports California buckwheat, California sagebrush, laurel sumac, mule fat, and scalebroom shrubland alliances, in addition to southern California black walnut alliance (see Figure 3). Activities contributing to the temporary impacts to the project include vegetation clearing, the creation of temporary access ramps and routes, removal of the wooden H-braces, and equipment operation associated with the installation of the two new TSPs.

Project-activities will result in 50 square feet (0.001 acre) of permanent impacts to the Sespe Creek stream channel and are associated with the installation of two new TSPs and their associated concrete footings.

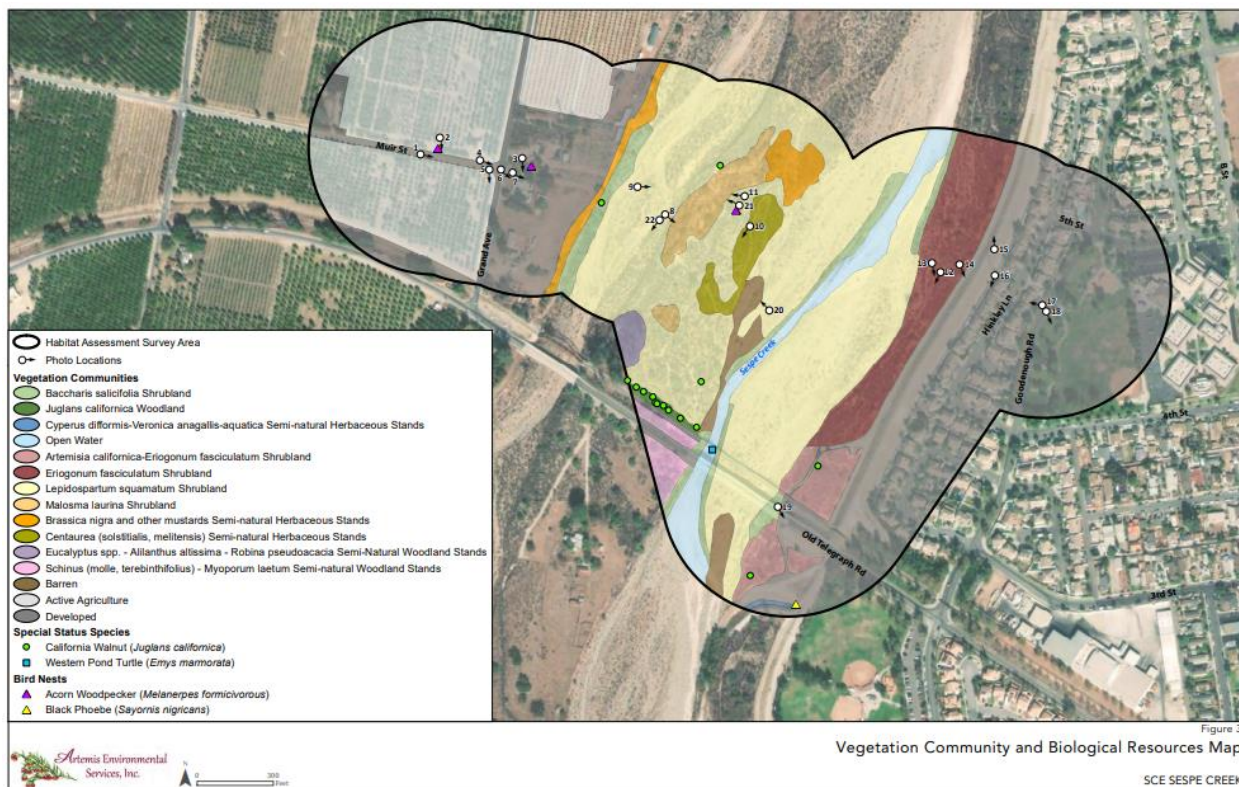


Figure 3. Vegetation Community and Biological Resources Map of the TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project (Artemis Environmental Services, INC., 2019).

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Areas. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related Notification materials and California Environmental Quality Act (CEQA) documents, if any, always readily available at the project areas at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.
- 1.2 Providing Agreement to Persons at Project Areas. 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 areas on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.
- 1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a 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.

- 1.4 Project Areas Entry. Permittee agrees that CDFW personnel may enter the project areas at any time to verify compliance with the Agreement.
- 1.5 Changes in Project. Permittee shall either submit an Amendment request or submit a new notification under Fish and Game Code section 1602 to CDFW for any project modification that conflicts with current conditions or project description. Permittee shall submit to CDFW a request to amend this Agreement if any additional resources subject to Fish and Game Code section 1602, or additional operations and maintenance activities not identified in this Agreement, or change in the project scope are anticipated.
- 1.6 Notification Requirements. CDFW requires that Permittee: 1) immediately contact CDFW in writing if monitoring reveals that any of the protective measures were not implemented or if it anticipates that measures will not be implemented within the time period specified; or 2) immediately contact CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring. Permittee shall provide recommendations, if any, for alternative protective measures. Permittee shall report any violations or non-compliance of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 24 hours of the violation or non-compliance occurring.
- 1.7 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview Permittee's employees and agents, inspect the project areas, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's restoration efforts, monitoring, and reporting efforts.
- 1.8 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 may be subject to a separate notification.
- 1.9 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.10 Local, State, and Federal Permits. This Agreement does not relieve Permittee from obtaining any other permits or authorizations that might be required under other

local, state, or federal laws or regulations before beginning the project the Agreement covers.

- 1.11 Designated Biologist(s)/Biological Monitor(s) Access. Permittee shall not enter into any agreement or contract of any kind, including but not limited to non-disclosure agreements and confidentiality agreements, with the Designated Biologist(s) or Biological Monitor(s) that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take.

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 Weather Limitations. Project activities shall be restricted to periods of low rainfall (i.e., less than 0.25 inch per 24-hour period), dry weather, and periods of no flow with no standing water (e.g., when channel surfaces are dry). Permittee shall monitor the National Weather Service 72-hour forecast¹ for the project area's precipitation (i.e., those with greater than a 25% chance of rain) and shall also consider potential increases in stream flow when planning activities in relation to the project's associated watershed. If there is a 25% or greater probability of rain totaling more than 0.25 inch within a 24-hour period predicted by the National Weather Service's forecast, all project activities shall cease within 24 hours of predicted rain, and protective measures to prevent sediment transport and/or erosion shall be implemented prior to the onset of rain. All protective measures to prevent sediment transport and/or erosion shall be maintained during the course of any storm that occurs during the course of project activities. Project activities shall not recommence until after a dry-out period of 48 hours (i.e., less than 25% of rain for 48-consecutive-hours, for which any 24-hour period thereof holds less than 0.25 inches of rain) post-rain events occurs.
- 2.2 Designated Biologist(s) and Biological Monitor(s). **At least 15 days prior to initiating surveys within the project areas**, Permittee shall submit the names and resumes of all biological personnel involved in conducting survey and/or monitoring work to CDFW for review and written approval. Pre-construction surveys and project implementation shall not commence until the biological personnel have been approved by CDFW. To expedite the review period of biological personnel assigned to the project, Permittee may elect to complete the Biologist Resume Form (see Exhibit B) to accompany the provided resumes. Permittee shall ensure that Designated Biologists and Biological Monitors assigned to the project and working under this Agreement have the following qualifications found below prior to submitting their resumes to CDFW for approval. Biological personnel are defined under this Agreement as follows.

¹ <http://www.nws.noaa.gov>

- 2.2.1 Designated Biologists. Designated Biologist(s) is an individual who holds, at a minimum, a bachelor's degree from an accredited university in a scientific field and 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 any Scientific Collecting Permits (SCP) and/or Memorandum of Understanding (MOU).
- 2.2.2 Biological Monitors. A Biological Monitor(s) is an individual who shall have: 1) academic and professional experience in biological sciences and related resource management activities as it pertains to this project; 2) experience with construction-level biological monitoring; 3) be able to recognize species that may be present within the project area; 4) be familiar with the habitats and behaviors of those species; and 5) when needed, have obtained the proper documentation in regards to any SCP and/or MOU.
- 2.3 Responsibility of the Designated Biologist(s) and Biological Monitor(s). The Designated Biologist(s) and/or Biological Monitor(s) shall be responsible for daily monitoring of all project activities that have the potential to impact fish and wildlife resources subject to Fish and Game Code section 1600 et seq., including streams, associated vegetation, habitats, and/or wildlife. The Designated Biologist(s) and/or Biological Monitor(s) shall ensure that all avoidance and minimization measures are implemented and maintained, including, but not limited to determining and delineating appropriate avoidance and buffer areas, maintaining delineated access routes and work areas, monitoring for the presence of, and potential impacts to, special-status species, and maintaining/repairing/replacing any exclusionary fencing and trench/excavation covers.
- 2.4 Authority of Designated Biologist(s) and Biological Monitor(s). To ensure compliance with the measures of this Agreement, the Designated Biologist(s) and/or Biological Monitor(s) shall have the authority to immediately halt any activity that does not comply with this Agreement, order any reasonable measure to avoid the violation of any measure of this Agreement, and directly contact CDFW for any reason. If the Designated Biologist(s) and/or Biological Monitor(s) determine that the project may have an adverse effect on any special-status species, they shall halt construction and notify the appropriate agencies immediately. Unless authorized by CDFW, the Designated Biologist(s) and/or Biological Monitor(s) shall

not have the authority to handle any special-status species. Handling of common species is regulated in Fish and Game Code as applicable.

- 2.5 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 Fish & G. Code, §§ 3511, 4700, 5050, 5515; a candidate species or species listed as threatened or endangered under CESA; Fish & G. Code § 2050 et seq., and/or the ESA; 16 U.S.C. § 1531 et seq.; a state-listed rare plant species; or any other species for which take is prohibited under state or federal law.
- 2.6 Reporting Observations to the California Natural Diversity Database (CNDDDB). Permittee shall be responsible for reporting all observations of CNDDDB tracked resources (i.e., special-status species and sensitive natural communities) to CDFW immediately and to CNDDDB within five days of the observation, discovery, analysis, or other such moment of detection, via the CNDDDB online reporting form². This includes submitting observations for sightings that occurred for project surveys already conducted and for the term of this Agreement. When observation forms are submitted, Permittee shall include EPIMS.R5@wildlife.ca.gov and Andrew.Chambers@wildlife.ca.gov on any email, or submit copies of the forms as an appendix to any future reports as this will help CDFW to ensure the data is recorded. CDFW may elect to provide further avoidance and minimization measures to this Agreement for any CNDDDB tracked species such as those identified in, but not limited to, the Project Impact section of this Agreement.
- 2.7 Incidental Take Permit. Permittee may elect to obtain an Incidental Take Permit (ITP) from CDFW if the project, project construction, or any project activity during the life of the project will result in “take,” as defined by Fish and Game Code, of any species protected by CESA [Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)]. If there is a potential for take, Permittee should request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service may also be required to receive take authority for ESA-listed threatened and endangered species.
- 2.8 Environmental Education Program/Materials. Educational materials produced by the Designated Biologist 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. The education materials and training shall be presented by the Designated Biologist at the project areas to all individuals performing work under this Agreement in order to provide physical examples of potential habitat of special-status species at or adjacent to the project areas. Interpretation shall be

² <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>

provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their performing work on-site. Permittee shall prepare and post a fact sheet for workers that contains this information and pertinent project contacts. Upon completion of the education program, employees shall sign a form stating they attended the program and understand all protection measures. These forms shall be filed at the worksite offices and provided to CDFW prior to commencing project activities.

Species Protection

- 2.9 Pre-Work General Biological Surveys. Permittee shall have the Designated Biologist conduct two pre-project general biological surveys within and adjacent to the proposed work area within the one-week period prior to the start of project activities. Pre-project surveys shall include: 1) general surveys for botanical and wildlife resources; 2) the identification of any special-status species occupied areas (e.g., woodrat nests, burrows that could support badger or burrowing owls, etc.; if active, they should be recorded, monitored for species observations, and mapped); and 3) visual surveys for any aquatic species in work areas with flowing or standing water. 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 for which species protection measures are not specified within this agreement are observed during the surveys, Permittee shall not commence with work activities and will contact CDFW immediately. If work is delayed for more than seven days, the Designated Biologist shall resurvey the project areas prior to restart of project activities.
- 2.10 Avoidance of Non-protected Fish and Wildlife Species. To avoid impacts to any non-protected fish and wildlife species, a Designated Biologist shall be present to inspect and observe any project area during ground disturbance, vegetation clearing, debris removal, or other project activities that have the potential to impact fish and wildlife resources to monitor for the presence of non-protected fish and wildlife species. Any non-protected fish and wildlife individuals found shall not be harassed and shall be allowed to leave any project area unharmed under their own volition. If needed, a Designated Biologist may guide, handle, or capture non-protected species to move it to a nearby safe location within nearby refugium, or it shall be allowed to leave the project area under its own volition. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If a non-protected species is discovered, or is caught in, any pits, ditches, or other types of excavated areas, the Designated Biologist shall release it into the most suitable habitat nearest to the site of capture outside of the project areas.
- 2.11 Special-status Plants. A Designated Biologist with experience with the local flora shall conduct surveys for special-status plants identified in the Project Impact section of this Agreement (e.g., late-flowered mariposa-lily, white rabbit-tobacco, etc.), and any other species ranked by CNPS with the potential to occur in the

project area, prior to the planned commencement of project activities, during their appropriate identification period, and in accordance with the CDFW Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities³. If a special-status plant or population of special-status plants is discovered on site, Permittee shall notify CDFW within 24 hours. Survey results shall be provided to CDFW **no more than 14 days prior to the planned commencement of project activities**. No activities with the potential to impact special-status plants shall occur until CDFW is notified and provides further direction and written concurrence for those activities to begin. CDFW reserves the right to require additional avoidance and minimization measures to address impacts to special-status plants. Absent take authorization, Permittee shall fully avoid impacts to CESA-listed or State Rare plants.

2.12 Crotch's Bumble Bee. To avoid impacts to Crotch's bumble bee, no vegetation removal shall take place during the Colony Active Period (February 1 through August 31) and no ground disturbing activities shall take place during the Overwintering Period (November 1 through January 31), collectively, "restricted work period". This Agreement does not authorize the take of Crotch's bumble bee, their burrows, or their underground nesting habitat. If impacts to Crotch's bumble bee, their burrows, or underground nesting habitat is unavoidable as a result of proposed Project-related activities, the Permittee shall consult with CDFW prior to start of Project activities.

2.12.1 Vegetation Removal. Permittee shall not disturb vegetation until after plants have stopped blooming in the fall and outside of the Colony Active Period (February 1 through August 31).

2.12.2 Ground Disturbance. Permittee shall not disturb the ground or soil during the Overwintering Season (November 1 through January 31).

2.12.3 Protection of Crotch's Bumble Bee. This Agreement does not authorize the take of Crotch's bumble bee, their burrows, or their underground nesting habitat. If impacts to Crotch's bumble bee, their burrows, or underground nesting habitat is unavoidable as a result of proposed Project-related activities, the Permittee shall consult with CDFW prior to the start of Project activities.

2.13 Special-status Herpetofauna Species. Permittee shall assume presence of special-status herpetofauna species within the project areas, including, but not limited to, arroyo toad, western spadefoot, California legless lizard, coast horned lizard, southwestern pond turtle, or any other herpetofauna species found on the CDFW Special Animal List⁴. A Designated Biologist(s) shall be present during all portions of project activities that have the potential to impact special-status herpetofauna species (e.g., staging, equipment operation, ground clearing, etc.) to survey

³ <https://wildlife.ca.gov/Conservation/Survey-Protocols#377281280-plants>

⁴ <https://wildlife.ca.gov/Data/CNDDB/Plants-and-Animals>

immediately prior to each workday's project activities, and to constantly monitor and ensure that special-status herpetofauna species are not impacted or taken during the course of the said project activities. This includes that the Designated Biologist take measures to avoid indirect impacts to special-status herpetofauna species such as, but not limited to: placing four-foot-long by three-foot-wide plywood boards at the project areas within 14 days prior to project activities with a Designated Biologist checking under said plywood boards daily prior to the start of each workday; checking underneath staged equipment prior to operation; and checking potential habitat areas prior to the placement of fill soils. If any special-status herpetofauna species is found during the course of project activities, the individual(s) shall first be allowed to leave the project area under its own volition. If a special-status herpetofauna species will not or cannot leave the project area, and is not a listed for fully protected species, then a Designated Biologist may relocate said individuals to areas containing appropriate habitat that are beyond the project area by a reasonable distance that will ensure any relocated individuals will not easily reenter the project area in accordance with this Agreement and in contact with CDFW. All observed and/or relocated individuals shall be reported in accordance with this Agreement.

2.14 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) or 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 Fish and Game Code. The issuance of this Agreement does not in any way exempt or excuse compliance with these statutes.

2.15 Nesting Birds. Permittee shall avoid impacts to nesting birds by implementing the following protection measures.

2.15.1 Seasonal Window for Vegetation Removal. Permittee shall not remove or otherwise disturb vegetation on the project areas from February 1 to October 31 to avoid impacts to breeding/nesting birds, unless surveys for nesting birds conducted in accordance with this Agreement indicate nesting birds are not present within the project area or the influence thereof.

2.15.2 Pre-construction Nesting Bird Surveys. The Designated Biologist shall conduct nesting bird surveys at the appropriate time, during appropriate weather conditions within and adjacent to the project. Two surveys shall occur

during a one-week period prior to initiation of project activities and vegetation disturbance, with the last survey being conducted no more than 72 hours prior to project activities. Surveys shall encompass all suitable areas including trees, shrubs, bare ground, burrows, cavities, and structures. Survey duration shall take into consideration the size of area subject to this Agreement; density, and complexity of the habitat; number of survey participants; survey techniques employed; and shall be sufficient to ensure the data collected is complete and accurate. Pre-construction surveys shall focus on both direct and indirect evidence of nesting, including nest locations and nesting behavior (e.g., copulation, carrying of food or nest materials, nest building, removal of fecal sacks, flushing suddenly from atypically close range, agitation, aggressive interactions, feigning injury or distraction displays, or other behaviors). If a nest is suspected, but not confirmed, the Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. The Designated Biologist shall not risk failure of the nest to determine the exact location or status and will make every effort to limit the nest to potential predation as a result of the survey/monitoring efforts (e.g., limit number of surveyors, limit time spent at/near the nest, scan the site for potential nest predators before approaching, immediately depart nest area if indicators of stress or agitation are displayed). If a nest is observed, but thought to be inactive, the Designated Biologist shall monitor the nest for a minimum of one hour for presumed non-raptors, and a minimum of four hours for raptors during the non-breeding season prior to approaching the nest to determine status. The Designated Biologist shall use their best professional judgement regarding the monitoring period and whether approaching the nest is appropriate. Results of pre-construction surveys shall be provided to CDFW **within 24 hours of surveys.**

2.15.3 Nesting Deterrents. Permittee, under the direction of a Designated Biologist, may also take steps to discourage nesting on the Project site, including moving equipment and materials daily, covering material with tarps or fabric, and securing all open pipes and construction materials. A Designated Biologist shall ensure that none of the deterrent materials pose an entanglement risk to birds or other species. The Designated Biologist shall include a detailed account of any steps taken to discourage nesting within the project site on a weekly basis to CDFW in accordance with the reporting requirements of this Agreement.

2.15.4 Buffers and Monitoring. When an active nest is confirmed, the Designated Biologist shall immediately establish a sufficient buffer surrounding the nest based on their best professional judgement and experience that would adequately avoid impacts to said nest. The buffer shall be delineated to ensure that its location is known by all persons working within the vicinity but shall not be marked in such a manner that it attracts predators. Once the buffer is established, the Designated Biologist shall document baseline

behavior, stage of reproduction, expected fledge date, and existing site conditions, including vertical and horizontal distances from proposed work areas, visual or acoustic barriers, and existing level of disturbance. The Designated Biologist shall continuously monitor the nest daily during the course of project activities, and at the onset of any changes in project activities (e.g., increase in number or type of equipment, change in equipment usage, etc.) to determine the efficacy of the buffer. If the Designated Biologist determines that project activities may be causing an adverse reaction, the Designated Biologist shall adjust the buffer accordingly.

2.15.5 Reporting. The Designated Biologist shall provide summary reports to CDFW no less than once weekly regarding discovery of any new nests, use of nesting deterrents, the status/outcome of any previously identified nest, and any adjustments made to established buffers. If project activities result in the abandonment of, or damage to a nest, Permittee shall notify CDFW immediately.

2.16 Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-bellied Cuckoo. Permittee shall either: 1) During the appropriate season the year prior to construction, the Designated Biologist shall conduct protocol surveys for least Bell's vireo⁵, southwestern willow flycatcher⁶, and western yellow-bellied cuckoo⁷. Survey results, including findings, analysis, recommendations, and field notes shall be provided to CDFW for review **within 60 days of each species' survey's completion**. Depending on the survey results, additional measures may be required to avoid impacts to these CESA-listed species; or 2) Permittee shall assume presence of least Bell's vireo, southwestern willow flycatcher, and western yellow-billed cuckoo in the vicinity of the project area and shall not perform project activities during the nesting season to avoid impacting species individuals. Designated Biologists shall be present at project areas in the early morning prior to the start of each workday's project activities, and during the course of each workday's project activities to monitor for least Bell's vireo, southwestern willow flycatcher, and western yellow-billed cuckoo. If least Bell's vireo, southwestern willow flycatcher, and/or western yellow-billed cuckoo are observed within or adjacent to any project area during the course of project activities, all work will immediately cease, and Permittee will contact CDFW immediately.

2.17 Western Burrowing Owl. On October 10, 2024, the California Fish and Game Commission determined that listing western burrowing owl as threatened or endangered under CESA may be warranted. Western burrowing owl are currently protected under CESA as a candidate species. Permittee is prohibited from undertaking or authorizing activities that result in take of any endangered,

⁵ <https://www.fws.gov/sites/default/files/documents/survey-protocol-for-least-bells-vireo.pdf>

⁶ <https://pubs.usgs.gov/tm/tm2a10/pdf/tm2a10.pdf>

⁷ <https://www.fws.gov/sites/default/files/documents/survey-protocol-yellow-billed-cuckoo-western-distinct-population-segment.pdf>

threatened, or candidate species, except as authorized by state law (Fish & G. Code, §§ 86, 2062, 2067, 2068, 2080, 2085; Cal. Code Regs., tit. 14 §786.9.).

2.17.1 Survey. Permittee shall inspect all burrows for typical characteristics of owl activity such as an observation of at least one western burrowing owl, or, alternatively, its molted feathers, cast pellets, prey remains, eggshell fragments, or excrement at or near a burrow entrance, no more than two weeks prior to any ground- or vegetation-disturbing activities or any other project activities. This survey shall be completed before the start of work for the season or if there is a pause in project activities of five days or more. Occupancy of western burrowing owl habitat is confirmed at a site when at least one western burrowing owl, or its sign at or near burrow entrance, is observed within the last three years. Any survey results shall be provided to CDFW **no later than 72 hours prior to the start of project activities**, or the recommencement of project activities in the event of pauses in project activities of five days or more.

2.17.2 Consultation with CDFW. If evidence exists that western burrowing owls are utilizing or occupying the project areas, Permittee shall **consult with CDFW immediately**.

2.17.3 Approval of Avoidance Buffers. Permittee may elect to consult the 2012 Staff Report on Burrowing Owl Mitigation⁸ for buffer distances and impact analysis. Prior to initiation of project activities, Permittee will seek approval from CDFW for what proposed project activities constitute low, medium, or high levels of disturbance. Project activities shall not commence without written approval from CDFW for what activities constitute low, medium, and high levels of disturbance.

2.17.4 Demarcation of Avoidance Buffers. Permittee shall clearly delineate a no-disturbance buffer around all western burrowing owl burrows such as roosting and satellite burrows within and adjacent to the project area with posted signs demarcating the area to avoid, using stakes, flags, and/or rope or cord to minimize disturbance of western burrowing owl habitat. Permittee shall delineate burrows with different materials than those used to delineate the project area. Permittee shall remove and properly dispose of all materials used for delineation immediately upon completion of the project.

2.17.5 CESA Compliance. If Permittee cannot ensure burrowing owls and their burrows are fully avoided, Permittee shall consult with CDFW and obtain a take authorization or otherwise demonstrate compliance with CESA.

2.18 Southern Steelhead Candidacy. On April 21, 2022, the California Fish and Game Commission (Commission) determined that listing southern steelhead as threatened or endangered under CESA may be warranted. Southern steelhead are

⁸ <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=83843&inline>

currently protected under CESA as a candidate species as found on CDFW's special animal list⁹. The Permittee is prohibited from undertaking or authorizing activities that result in take of any endangered, threatened, or candidate species, except as authorized by state law (Fish & G. Code, §§ 86, 2062, 2067, 2068, 2080, 2085; Cal. Code Regs., tit. 14 §786.9.). If there is a potential for take, all project activities that hold the potential for take shall cease immediately, and Permittee should request consultation with CDFW. Permittee may elect to obtain the necessary state permits prior to the recommencement of project activities in order to continue project activities if there is a potential for take of southern steelhead.

- 2.19 Santa Ana Sucker, Unarmored Threespine Stickleback, and Arroyo Chub Protection. To prevent any impact to Santa Ana sucker, unarmored threespine stickleback, and Arroyo chub, all work shall be completed without water contact techniques so that no project activities, including temporary access, shall be performed in areas where any water is present. Additionally, dewatering activities are only authorized as follows:
- 2.19.1 Temporary Stream Diversion. This Agreement does not authorize a temporary stream diversion.
- 2.19.2 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction within the stream channel.
- 2.19.3 Dewatering. If groundwater is encountered within augured holes and requires dewatering, Permittee shall provide CDFW with a dewatering plan, **prior to conducting any dewatering activities**, for review that includes an estimated volume of water to be pumped from any work area, how any pumped water will be treated for sediment and contaminant removal (e.g., baker tank, decantation, dirt bags, etc.), how pH testing will occur pre- and post-treatment, and how any pumped waters will be returned to their associated watercourse, prior to conducting any dewatering. This Agreement does not authorize hauling waters away from Sespe Creek for disposal offsite.
- 2.20 American Badger. American badger are protected as fur bearing mammals under Fish and Game Code sections 4000 et seq. Permittee shall not destroy potential American badger dens. The Designated Biologist shall conduct a focused survey for American badger burrows prior to the start of each workday's project activities that have the ability to impact American badger. If burrows occur within the project footprint, no project activities shall occur in the vicinity of the burrow where they may disturb American badger, and said burrow(s) shall be monitored for two weeks to determine usage. Survey reports should include quantity, location, and activity level of burrows, analysis, and recommendations. Permittee shall provide positive detection survey reports to CDFW within 24 hours of discovery. Only after the

⁹ <https://wildlife.ca.gov/Data/CNDDDB/Plants-and-Animals>

burrow has been determined to be unoccupied shall the burrow be excavated under the direction of a Designated Biologist.

- 2.21 San Diego Desert Woodrat. Permittee shall protect any and all woodrat dens found within the project areas utilizing buffers deemed sufficient to avoid impacts to the species as calculated and determined by the Designated Biologist. Buffer demarcation shall use post and rope fencing and be installed prior to project activities. If construction must occur where dens are located, a Designated Biologist shall create three artificial dens for every one den removed. New dens shall be constructed prior to removing the original dens. New dens shall be constructed in suitable habitat no further than 300 feet from the original location using native material stacked horizontally in areas under shady canopy and upslope of seasonal drainages. New dens shall be placed at least 25 feet from other dens. The Designated Biologist shall direct the deconstruction of the original den to allow inhabitants to escape unharmed. Den removal shall occur between September 1 and November 30. Material from the original den shall then be placed adjacent to the newly created dens. Permittee shall submit a woodrat den relocation report to CDFW within two months after implementation. The report shall include a map, photos of existing and created dens, and any pertinent information on the process and/or its success.
- 2.22 Excavation of Burrows. If wildlife burrows are found within the project footprint and will be impacted (e.g., excavated, covered with fill, compacted, etc.) by project activities, the Designated Biologist shall inspect said burrows to ensure they are free of fish and wildlife species. If the Designated Biologist cannot confirm if a burrow is free of fish and wildlife species but presumes they are unused, the Designated Biologist shall oversee the excavation of such burrows by hand until deemed clear of fish and wildlife species prior to being impacted by project activities. At no time shall power tools or heavy equipment be used to excavate areas where burrows are found until said burrows are deemed clear of, and free of, fish and wildlife species by the Designated Biologist. Permittee shall contact CDFW if burrows are actively occupied by fish and wildlife species, and said burrows shall not be impacted until Permittee receives written concurrence from CDFW.
- 2.23 Open Trenches. Any open trenches, pits, or holes with a depth of larger than one-foot shall be covered at the conclusion of work each day with a hard, non-heat conductive material (e.g., plywood). Netting, canvas, or material capable of trapping or ensnaring wildlife shall not be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood, or installed as an earthen slope in each open trench, hole, or pit that is capable of allowing large (e.g., deer and coyote) and small (e.g., frogs and snakes) wildlife to escape on their own volition. Prior to the initiation of project activities each day and prior to the covering of the trench at the conclusion of work each day, the Designated Biologist or Biological Monitor shall inspect the open trench, pit, or hole for wildlife. If wildlife is discovered, it shall be allowed to leave

on its own volition. If special-status trapped wildlife does not leave on its own volition, consultation with CDFW is required prior to any Designated Biologist or Biological Monitor handling any special-status individuals. Common species may be handled in accordance with Fish and Game Code.

Habitat Protection

- 2.24 Synthetic Geotextile Fabric. Permittee may request the use of temporary silt fencing which contain synthetic fabrics to prevent the transport of sediment from project areas through providing CDFW with an erosion control plan or stormwater pollution prevention plan for review and approval. Any proposals by Permittee to CDFW for the use of temporary silt fencing shall include a map of proposed deployment, and information on the installation and later removal of said fencing, including dates thereof. Permittee shall not otherwise use any synthetic geotextile fabrics (e.g., woven and non-woven filter fabrics, Mirafi 140N, Class 8, etc.) of any variety or kind for use in the project (e.g., underlying temporary access routes, exclusion fencing, etc.) due to the deleterious effects of such products to fish, wildlife, and plant resources.
- 2.25 Demobilization Plan. Permittee shall prepare a Demobilization Plan for CDFW approval **at least 30 days prior to commencement of project activities**. The Demobilization Plan shall include how the removal of temporary access paths will occur prior to the onset of storm flows competent enough to hold the potential of transporting project-related materials (e.g., construction materials, clean fill, etc.) into areas subject to Fish and Game Code section 1600 et seq.
- 2.26 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites scheduled to recommence project activities and/or continue construction to ensure compliance with this Agreement and to ensure the effectiveness of erosion control measures taken to prevent the transport of sediments from the project areas. Inspections shall be recorded in all annual reporting of this Agreement. Corrective action for erosion and sediment transport shall be taken as needed.
- 2.27 Demarcate Work Area Boundary. Prior to the commencement of project activities, Permittee and Designated Biologist shall demarcate the outer perimeter of the project area to prevent damage to adjacent habitat/vegetation and to provide visual orientation to the work limits. Method of demarcation may vary but shall be in place during all periods of operation. All persons employed or otherwise working on the project areas shall be instructed about the restrictions that the marking represents.
- 2.28 Hours of Operation and Lighting. Permittee shall terminate all project activities covered under this Agreement 30 minutes before sunset and shall not resume until 30 minutes after sunrise. Permittee shall use the sunrise and sunset times

established by the Astronomical Application Department¹⁰ for the purposes of this Agreement.

Erosion Control, Turbidity, and Siltation

- 2.29 Disturbed Soils. Permittee shall stabilize all disturbed soils within the project areas to reduce erosion potential, both during and following construction.
- 2.30 Erosion Control Materials. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as mono-filament netting (erosion control matting) or similar material, within and adjacent to CDFW jurisdictional areas. All fiber rolls, straw waddles, and/or hay bales utilized within and adjacent to the project areas shall be free of invasive plant materials. Fiber rolls or erosion control mesh shall be made of loose-weave mesh that is not fused at the intersections of the weave, such as jute, or coconut (coir) fiber, or other products without welded weaves. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.
- 2.31 Sediment and Runoff Control. Sediment from project activities shall be removed from seasonally dry portions of the stream where it might likely be washed into the stream or inundated by high flows prior to storm events. Sediment from project activities shall not be placed where it is likely to have a negative impact on emergent vegetation or where it is likely to have a negative impact on trees. Preparation shall be made so that runoff from steep, erodible surfaces will be diverted into stable areas with little erosion potential. Frequent water bars shall be constructed on dirt roads, cat tracks, or other work trails to control erosion to avoid rills and ruts.
- 2.32 Contaminated Site Water. Water containing mud, silt, or other pollutants from equipment washing or other activities, shall not be allowed to enter areas subject to Fish and Game Code section 1600 et seq. Such water shall be settled, decanted, filtered, or otherwise treated to a match, at least, baseline turbidity and water quality prior to discharge back into any area subject to Fish and Game Code section 1600 et seq.
- 2.33 Excavation Spoils. Spoil storage sites shall not be located within areas subject to Fish and Game Code section 1600 et seq., or where it could impact aquatic or riparian vegetation.

Equipment and Access

- 2.34 Vehicle Access. Vehicles shall not be driven through, or equipment operated where wetland vegetation, riparian vegetation, or wildlife or aquatic organisms may

¹⁰ <https://aa.usno.navy.mil/data/index>

be harmed or destroyed, beyond what was included in the project description and design. Vehicles shall not drive in wetted areas.

- 2.35 Vehicle Maintenance. Any equipment or vehicles driven and/or operated adjacent to areas subject to Fish and Game Code section 1600 et seq., shall be checked and maintained daily, to prevent leaks of materials that if introduced to water could be deleterious to aquatic life.
- 2.36 Pollution Prevention. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to areas subject to Fish and Game Code section 1600 et seq., shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on site prior to the start of project activities. No equipment maintenance shall be done within or near any areas subject to Fish and Game Code section 1600 et seq., where petroleum products or other pollutants from the equipment has the potential enter these areas under any flow.

Herbicide and Invasive Species

- 2.37 Remove Invasive Vegetation by Hand. Invasive plant species shall be removed by hand or by hand-operated power tools rather than by chemical means whenever feasible (i.e., in accordance with the Revegetation Plan, and in accordance with pesticide labels and/or safety data sheets). All invasive plant material removed shall be disposed of in a manner that does not promote the spread of invasive plants, including propagules thereof.
- 2.38 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 area and/or watershed to another. Prevention best management practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's website¹¹. BMPs for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website¹².
- 2.39 Inspection of Project Equipment. Permittee shall inspect all vehicles, 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 areas subject to Fish and Game Code section 1600 et seq., and/or between each use in different watersheds.
- 2.40 Decontamination of Handheld or Small 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

¹¹ <http://www.cal-ipc.org/ip/prevention/index.php>

¹² <http://www.protectyourwaters.net/>

stream. If equipment is operating in a manner to avoid contact with water or wetted soils within any project areas, 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 conditions 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.

To reduce the introduction of aquatic invasive animal species, Permittee shall decontaminate personal gear and equipment utilizing one of the following methods: drying, using a hot water soak, cleaning in a 10% bleach solution (i.e., one part bleach to 10 parts water), or freezing, as appropriate to the type of gear or equipment. For all methods, Permittee shall begin the decontamination process by thoroughly scrubbing equipment, paying close attention to small crevices such as boot laces, seams, net corners, etc., with a stiff-bristled brush to remove all organisms. To decontaminate by drying, Permittee shall allow equipment to dry thoroughly (i.e., until there is a complete absence of water), preferably in the sun, for a minimum of 48 hours. To decontaminate using a hot water soak, Permittee shall immerse equipment in 140°F or hotter water and soak for a minimum of five minutes. To decontaminate by freezing, Permittee shall place equipment in a freezer 32°F or colder for a minimum of eight hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the project area.

- 2.41 Decontamination of Vehicles and Large Equipment. To reduce the introduction of aquatic invasive animal species, Permittee shall decontaminate vehicles and other project-related equipment too large to immerse in a hot water bath by pressure washing with hot water with a minimum of 140°F at the point of contact or 155°F at the nozzle. Additionally, Permittee shall flush watercraft engines and all areas that could contain standing water (e.g., storage compartments) for a minimum of 10 minutes. Following the hot water wash, Permittee shall dry all vehicles, watercraft, and other large equipment as thoroughly as possible.
- 2.42 Decontamination Sites. Permittee shall perform decontamination of vehicles, watercraft, and other personal gear and equipment in a designated location where runoff can be contained and not allowed to pass into areas subject to Fish and Game Code section 1600 et seq., and/or other sensitive habitat areas.
- 2.43 Notification of Invasive Species. Permittee shall notify CDFW immediately if an invasive species not previously known to occur within the project areas is discovered during project activities by submitting a completed Suspect Invasive Species Report¹³. Notification may also be provided by calling (866) 440-9530.

¹³ <https://wildlife.ca.gov/Conservation/Invasives/Report>

Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

Equipment, Pollution, and Cleanup

- 2.44 Additional Equipment. Permittee shall contact CDFW for review and approval of any additional equipment operating within project areas that is not listed in the Equipment section of the Project Description.
- 2.45 Containment of Cementitious Products and Leachate. Containment of cementitious products (e.g., concrete, grout, mortar, cement weatherproofing, poured cement, etc.) shall adhere to the following:
- 2.45.1 The pouring or use of cementitious products (e.g., pumped concrete, grout, mortar, etc.) shall only be performed between June 15 to September 30. Permittee shall notify CDFW for approval prior to August 28 of any work year if project activities requiring the application of cementitious products is to exceed this seasonal cutoff date. Any requested variance shall include estimated dates of completion. Permittee shall not request variance of dates for the application of cementitious products if any rain whatsoever is forecasted during the period of application.
 - 2.45.2 Water that has come in contact with uncured products shall not be allowed to enter areas subject to Fish and Game Code section 1600 et seq., until the pH of the water is between 6.5 and 8.0 pH units.
 - 2.45.3 Unsealed structures shall be allowed to cure (dry) for at least 28 days before flows are reintroduced.
 - 2.45.4 To shorten the curing period, Permittee may use a non-toxic sealant designed for use in aquatic environments. Prior to use, Permittee shall submit the product safety data sheet, including information about environmental toxicity, to CDFW for review and acceptance. If a product holds the potential for, or lacks information on, environmental toxicity it shall not be used. If a sealant is to be applied, structures shall be allowed to cure for at least seven days prior to application and for an additional three days following application of the sealant before flows are reintroduced.
 - 2.45.5 Curing compounds shall not be used within 25 feet of areas subject to Fish and Game Code section 1600 et seq.
 - 2.45.6 Washdown water from delivery trucks, pumping equipment, and other tools and equipment shall not be allowed to enter areas subject to Fish and Game Code section 1600 et seq., and shall be removed from the site for treatment following work. No cementitious products shall be placed on the banks or in a location where they have the potential to be carried into areas subject to Fish

and Game Code section 1600 et seq., by wind or runoff.

- 2.46 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.
- 2.47 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, wildlife, or riparian habitat resulting from project activities shall be prevented from contaminating the soil and/or entering the waters of the state.
- 2.48 Pollution Compliance. Permittee shall comply with all litter and pollution laws. All contractors, subcontractors, and employees shall also obey these laws and it shall be the responsibility of the Permittee to ensure compliance.
- 2.49 Pick Up Debris. Permittee shall remove all human generated debris, such as yard and farm cuttings, broken concrete, construction waste, garbage, and trash within, or where they may enter areas subject to Fish and Game Code section 1600 et seq. Permittee shall pick up all debris and waste daily during project activities.
- 2.50 Trash Receptacles. Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scraps, food wrappers, beverage, and other miscellaneous trash generated by work force personnel.
- 2.51 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. CDFW shall be notified immediately by the Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

3. On-site Restoration

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 Temporary Impacts and Vegetation Restoration. Permittee shall restore all areas within the project areas temporarily impacted by project activities (e.g., the disturbance footprint associated with the project as constructed), such as in-channel staging areas and temporary access routes. Temporary impact areas altered during the project shall be returned to natural contours (i.e., removal of imported fill, regrading of channel areas, etc.) without creating possible future erosion problems. Permittee shall restore at least 0.528-acre accompanying 367 linear feet of Sespe Creek associated with the temporary impacts caused by the project activities described in this Agreement. Any and all restoration efforts are subject to the following measures:

- 3.1.1 Vegetation Plan. **At least 30 days prior to commencing project activities,** the Permittee shall submit a Vegetation Plan for CDFW's review and written approval. The Vegetation Plan shall include plantings of both overstory and understory vegetation to enhance the project areas and shall be compared against an appropriate reference site with habitat that is as-good, or of better quality, than the pre-project conditions. The Vegetation Plan shall also include a description of the proposed quantities, container and/or plant cutting sizes, and planting location, by species, if applicable; the proposed monitoring activities (e.g., locations, techniques, scheduling); maintenance operations with particular emphasis on irrigation methods and schedules if applicable; and success criteria including percent survival of any cuttings and/or container plants installed, seed germination and seedling establishment, percent cover of natives and non-natives, and species diversity. The Vegetation Plan shall include details on non-native vegetation management within the revegetation areas, including success criteria that includes zero-percent woody non-native species, less than five-percent herbaceous non-native species, and that no species on the Cal-IPC invasive plant list¹⁴ that are rated as High or Medium occur within the restored areas that were not already found within the project vicinity or project footprint.
- 3.1.2 Photographic Documentation of Temporary Access Routes and Temporary Impact Areas. The Designated Biologist shall take photos of the proposed temporary access routes and temporary impact areas prior to construction. The pre-project photos shall clearly show all potential impacts to the stream and native vegetation and shall be taken from designated photo points. Pre-project photos shall be utilized to assess the success of restoration efforts. Pre-project photos shall be provided to CDFW in email format in accordance with the Notification of Start Work as indicated elsewhere in this Agreement.
- 3.1.3 Annual Vegetation Monitoring Surveying and Reporting. Permittee shall submit an annual restoration status report to CDFW **starting 12 months after initial completion of restoration installation, and each year for a minimum of three years or until on-site restoration success criteria have been met.** The report shall include results of annual vegetation surveys conducted in May and September to determine the success of on-site restoration efforts. Reports shall be submitted **by January 15 of each year** until the on-site restoration success criteria have been met. The reports shall include an overview of the revegetation effort, photographs from designated photograph stations, the success of natural revegetation establishment, survival, percent cover, height of both tree and shrub species, the number by species of plants replaced, a summary of invasive species control, methods used to remove non-native plants, and the on-site restoration effectiveness. The report shall describe the methods used to describe the above parameters and include a list of wildlife species seen on site during monitoring. CDFW

¹⁴ <https://www.cal-ipc.org/plants/profiles/>

may request a site visit to determine if the restoration portion of this Agreement is deemed complete by the Permittee. If CDFW determines that the restoration portion of the Agreement is not complete, then additional restoration, monitoring, and reporting may be required.

4. Reporting Measures

Permittee shall meet each reporting requirement described below.

- 4.1 Notifications, Reporting, and Communications. All notifications, plans, survey and monitoring reports, and any other required communication required by this Agreement shall be submitted electronically via EPIMS and emailed to EPIMS.R5@wildlife.ca.gov Reference # EPIMS-VEN-29404-R5 and copy to Andrew.Chambers@wildlife.ca.gov.
- 4.2 Notifications Prior to Start and End of Work. The Permittee shall notify CDFW **at least five business days prior to initiation of project activities, and five business days prior to the estimated completion of work**. For the initiation of start of work notice, Permittee shall document compliance with all pre-project conditions of approval before initiating work through submittal of a copy of the Protection Measure Reporting Plan (PMRP) table with notes showing the current implementation status and date of completion of each protective measure (Exhibit C).
- 4.3 Final Construction Report. Permittee shall provide a Final Construction Report to CDFW **no later than 60 days after the end of construction activities** (i.e., completion of the project). The Final Construction Report at a minimum shall contain: 1) pre-project and post-project photographs, including a map indicating the location and direction for each photo point; 2) a map showing total amount of area impacted post-project including staging and access areas within areas subject to Fish and Game Code section 1600 et seq.; 3) as-built designs; 4) biological survey notes including those recorded during construction monitoring; and 5) delivery of the most current version of the PRMP table.
- 4.4 Restoration Annual Reports. Permittee shall report annually under the Vegetation Plan to CDFW **starting 12 months after initial completion of restoration installation, and each year for a minimum of three years or until on-site restoration success criteria have been met**. Reports shall be submitted **by January 15 of each year** until the on-site restoration success criteria of the Vegetation Plan have been met. The final Vegetation Plan shall include the completed PRMP table, and Permittee shall request a sign-off letter from CDFW for the vegetation restoration of the project.
- 4.5 Format of Reports. All reports shall be submitted to CDFW electronically and shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the project area when applicable. For more details on creating GIS

shapefiles, please visit the Esri website¹⁵. Electronic versions of reports and GIS shapefiles shall be submitted through EPIMS¹⁶.

CONTACT INFORMATION

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

To Permittee:

Victoria Parsons
Southern California Edison
EPIMS-VEN-29404-R5
TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project
Victoria.Parsons@SCE.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-VEN-29404-R5
TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project
EPIMS.R5@wildlife.ca.gov and CC 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

¹⁵ <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>

¹⁶ <https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>

Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

ENFORCEMENT

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

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

OTHER LEGAL OBLIGATIONS

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

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

Nothing in 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 log into EPIMS and use the "Amendment & Extension" form to submit a 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 log into EPIMS and submit to CDFW a completed CDFW "Amendment & Extension" form. 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 CEQA; and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee¹⁷.

TERM

This Agreement shall expire on August 27, 2029, 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.

¹⁷ <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>

EXHIBITS

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

- A. Exhibit A: Plot Plans – Data Sheet (Southern California Edison, 2020)
- B. Exhibit B: Biologist Resume Form (CDFW, 2024)
- C. Exhibit C: Protection Measure Reporting Plan

AUTHORITY

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

AUTHORIZATION

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

CONCURRENCE

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

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

Exhibit A

DWG APPROVAL SIGNATURE ATTACHMENTS YES NO X CUSTOMER SERVICE DEPARTMENT	PLOT PLAN <div style="display: flex; justify-content: space-around;"> <div style="text-align: center;"> STATIONS 1, 2, & 3 </div> <div style="text-align: center;"> STATION 4 </div> </div> <div style="text-align: right; margin-top: 20px;"> </div> <div style="text-align: center; margin-top: 20px;"> </div>																																																												
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Exhibit A.1. Data Sheets (Southern California Edison, 2024).

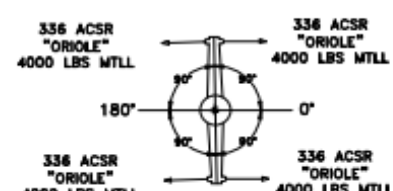
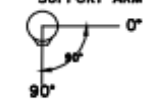






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Exhibit A.2. Data Sheets (Southern California Edison, 2024).

PLOT PLAN

STATIONS 1, 3, & 4

STATION 2

JUMPER LOOP SUPPORT ARM

STATION 5

ALL WIRES 4-336 ACSR 100# SLACK TO 2116399E

STATION 6

COMMUNICATION WIRE SUPPORT ARM

Max. Grnd. Line Dia. < 40" County VENTURA Map - G.W.O.No. TD1468324

STN. NO.	CKT.	CONDUCTOR		ATTACH. QUAN.	ATTACH. DWG. NO.
		NO. & SIZE	TENS.		
1	66KV	336.4/4/0 ACSR	4000/940 LBS MTLL	2/1	3A-B-13
2	66KV	1-336 ACSR	JUMPER LOOP	1	3A-C-1A
3	66KV	336.4/4/0 ACSR	4000/940 LBS MTLL	2/1	3A-B-13
4	66KV	336.4/4/0 ACSR	4000/940 LBS MTLL	2/1	3A-B-13
5	16KV	336 ACSR	100 LBS MTLL	4	3A-C-2A
6	COMM	1/2" FIBER W/MESS	1800 LBS MTLL	1	3A-D-3

NOTE: DESIGNED FOR DOUBLE CIRCUIT TRANSMISSION 713.5 KCMIL ACCC "DOVE" AT 4,000 LBS MTLL.

Pole No. 4752093 E Pole Dwg.No. 5616782 Pole Wt. 3A-A-1 Type 75-1795-XX

SAG DATA - TRANSM.				FOOTING DATA		
SPAN	50'	70'	90'	DWG. NO.	SHT.	DET.
092E TO 093E (805')				-	-	-
093E TO 399E (128')	SEE	TOH	500			

180° LOAD BISECTOR

RAKE - IN., BOLT SETTING - IN.

STEEL NOTE -

FTG. PROTECTION DWG. - DETAIL -

GROUND WATER -

LOCATION : SAUGUS-FILLMORE-SC-WAKEFIELD 66KV (IDLE)

DATA SHEET - TUBULAR STEEL POLE 4752093E

EDISON An EDISON INTERNATIONAL Company

M66511-0 SH3

0	TD1468324	NS	1	2
REV.	SAP WO.	Approved	MADE	CHK'D

Exhibit A.3. Data Sheets (Southern California Edison, 2024).

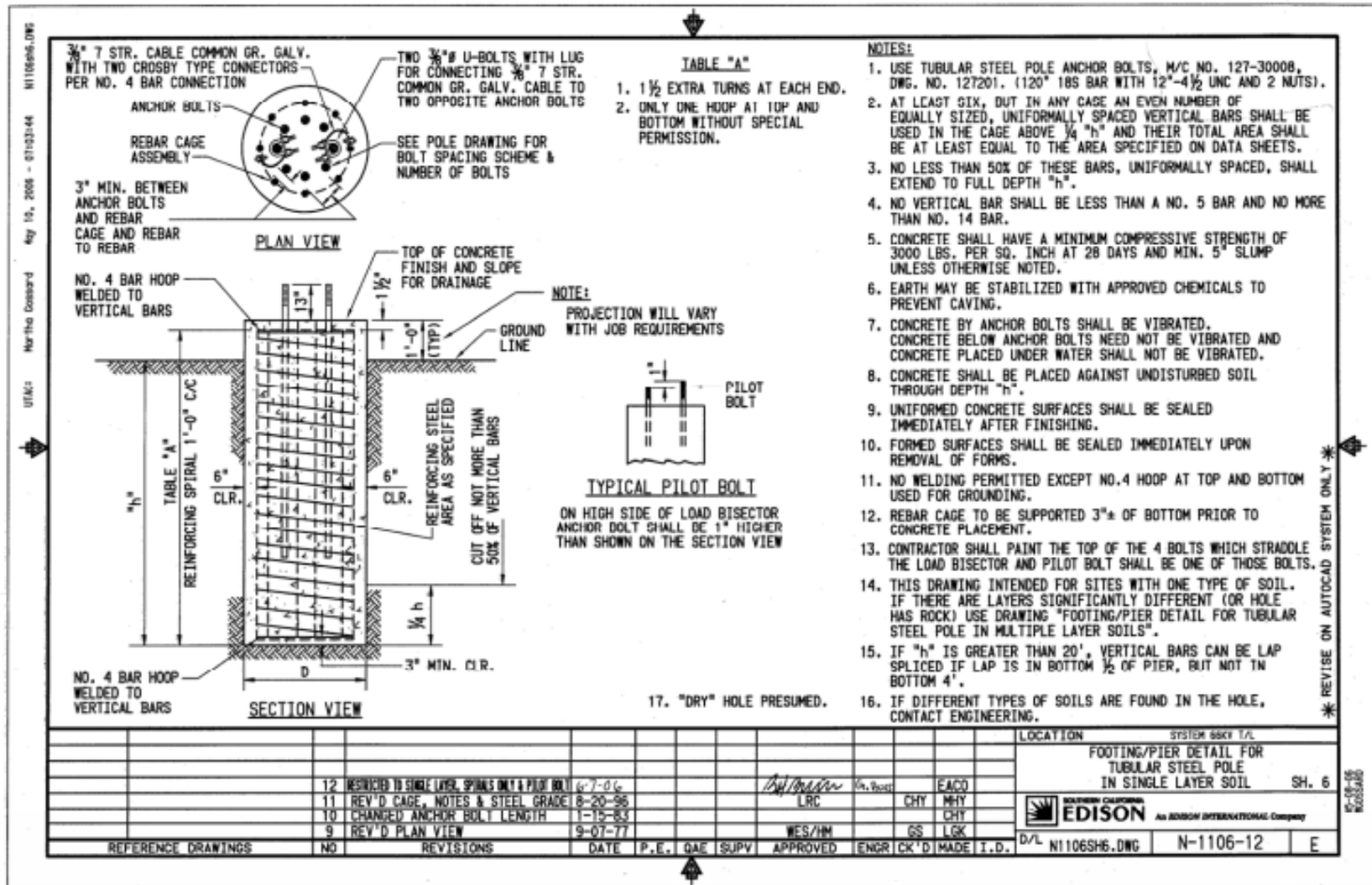


Figure A.4. Data Sheets (Southern California Edison, 2024).

EXHIBIT B



Department of Fish and Wildlife
BIOLOGIST RESUME COVER SHEET
Date 06.10.2021

Name	Requested Role(s) ¹⁸	Species/Resource(s)

¹⁸ Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or Incidental Take Permit (ITP). Roles may include a “Qualified Biologist” or “Designated Biologist” with the necessary experience to survey for special-status species, or a “Biological Monitor” with the necessary experience to monitor construction activities for special-status species. An individual may request more than one role.



RESUME MUST BE SUBMITTED AS A SEPARATE FILE

Department of Fish and Wildlife
 BIOLOGIST RESUME FORM
 Date 06.10.2021

SECTION 1. NAME AND CONTACT INFORMATION

4.1 Name:		4.2 Title:	
4.3 Company Name & Address:		4.4 Phone:	
		4.5 Email:	

SECTION 2. EDUCATION

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

SECTION 3. ROLE(S) AND PERMIT REQUIREMENTS

4.6 Requested Role(s):	
4.7 Relevant LSA Agreement Measures or ITP Conditions ¹⁹ :	

SECTION 4. SPECIES AND RESOURCE EXPERIENCE – SUMMARY

4.8 LSA Agreement/ITP Special-status Species & Other Sensitive Resources
4.9 <i>This section summarizes experience for species and other resource. Use one line for: 1) each species or other resource where surveys or special protections are required in the</i>

¹⁹ List all measures and conditions from the LSA Agreement or ITP requiring biological staff (i.e., Qualified Biologist, Designated Biologist, or Biological Monitor).

<i>LSA Agreement/ITP for which the biologist is requesting approval.²⁰ If more space is needed, add rows to this table. Provide details in Section 5.</i>				
Species or Resource	Number of Field Seasons & Hours, Life Stages Observed <i>Provide project details in Section 5</i>	Life History Knowledge <i>Describe formal workshops & training with dates, or informal training details</i>	CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities <i>This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements</i>	
Insert Species or Resource 1	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 4	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:

²⁰ Often LSA Agreements/ITPs require surveys and other protections for multiple species and other resources. Include only those for which the biologist has experience and is requesting approval.

SECTION 5. SPECIES AND RESOURCE EXPERIENCE – DETAILS

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

Insert Species or Resource 1			
Project 1 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s)²¹:	
Survey Type(s)²²:		Construction Monitoring²³:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB ²⁴ (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDDB, why:			
CDFW and Other Agency Email:			
Project 2 Name & Location:		Project Start & End Dates:	
LSA Agreement, ITP, or Other Agency Permit Number:		Role(s):	
Survey Type(s):		Construction Monitoring:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to	Company Name, Professional Reference Name, Phone, Email:	

²¹ Insert the role as described in the associated LSA Agreement, ITP or other agency permit. If these permits were not issued, describe the role based on the duties, e.g., “lead biologist with handling authorization” or “biological monitor.”

²² For example, pre-construction survey or description of the protocol or guideline followed.

²³ Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

²⁴ CNDDDB is the abbreviation for California Natural Diversity Database.

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

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

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

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

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

EXHIBIT C

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

PROTECTION MEASURE REPORTING PLAN (PMRP)

STREAMBED ALTERATION AGREEMENT No.: EPIMS-VEN-29404-R5

PERMITTEE: Southern California Edison

PROJECT: TD1468324 Saugus-Fillmore-Santa Clara-Wakefield Project

PURPOSE OF THE PMRP

The purpose of the PMRP is to ensure that the impact protection measures required by the Department of Fish and Wildlife (CDFW) for the above-referenced Streambed Alteration Agreement (Agreement) are properly implemented. A table summarizing the protection measures required by Fish and Game Code 1600 et seq., is below. This table is a tool for use in monitoring and reporting on implementation of protection measures, as set forth in the Agreement, and the omission of a permit requirement from the attached table does not relieve the Permittee of the obligation to ensure the requirement is performed.

OBLIGATIONS OF PERMITTEE

Permittee has the primary responsibility for monitoring compliance with all protection measures and for reporting to CDFW on the progress in implementing those measures. These monitoring and reporting requirements are set forth in the Agreement itself and are summarized at the front of the attached table.

VERIFICATION OF COMPLIANCE, EFFECTIVENESS

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

TRACKING PROTECTION MEASURES

The following items are identified for each Protection Measure: Measure number, Protection Measure, Timeline for Completion or Submittal, Date Submitted to CDFW, Date Reviewed or Approved by CDFW, and Notes on Status. The numbered column indicates the measure number in the Agreement. The

Measure column summarizes the requirement stated in the Agreement. The Timeline column shows the date or phase when each measure will be implemented or completed. The Date Submitted to CDFW shall be filled out by the Permittee and initialed. Each measure not completed should have a status report in the notes section.

Reporting Table					
Project Start Date: _____			Project End Date: _____		
Measure #	Protection Measure	Timeline for Completion or Submittal	Date Submitted to CDFW	Date Reviewed or Approved by CDFW	Notes
Pre-project Activities					
1.3	Notification of Conflicting Provisions	Upon determination or discovery by Permittee.			
2.2	Designated Biologists and Biological Monitors	At least 30 days prior to initiating surveys within the project areas.			
2.8	Environmental Education Program/Materials	Provided and presented by Designated Biologist to all individuals prior to performing work under this Agreement.			
2.9	Pre-Work General Biological Surveys	No later than 48 hours prior to the start of project activities.			
2.11	Special-status Plants	No more than 14 days prior to the planned commencement of project activities. Surveys shall be conducted in accordance with CDFW protocols.			
2.15.2	Pre-construction Nesting	Within 24 hours of surveys.			

	Bird Surveys				
2.16	Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-bellied Cuckoo	Within 60 days of each species' survey's completion. Surveys shall be conducted in accordance with United States Fish and Wildlife Service protocols.			
2.17.1	Burrowing Owl	No later than 72 hours prior to the start of project activities. Surveys shall be conducted in accordance with CDFW Staff Report on Burring Owl.			
2.17.2	Consultation with CDFW	Immediately upon discovery if evidence exists that burrowing owls are utilizing or occupying project areas.			
2.19.3	Dewatering	Dewatering plan provided to CDFW prior to dewatering events.			
2.24	Synthetic Geotextile Fabric	Upon need, request provided to CDFW.			
2.25	Demobilization Plan	At least 30 days prior to commencement of project activities.			
3.1.1	Vegetation Plan	At least 30 days prior to commencing project activities.			
4.2	Notifications Prior to Start and End of Work	At least five business days prior to initiation of project activities.			

During Construction

2.6	Reporting Observations to CNDDDB	Immediately to CDFW contact, and within 5 days to CNDDDB.			
2.15.5	Nesting Bird Reporting	At a minimum, once weekly upon discovery of active nests.			
2.16	Least Bell's Vireo, Southwestern Willow Flycatcher, and Western Yellow-bellied Cuckoo	Immediately upon discovery.			
2.17.2	Consultation with CDFW	Immediately upon discovery if evidence exists that burrowing owls are utilizing or occupying project areas.			
2.19.3	Dewatering	Prior to dewatering activities.			
2.20	American Badger	Within 24 hours of positive detection.			
2.21	Woodrat	Within two months after implementation of relocation activities.			
2.23	Open Trenches	Upon discovery of trapped special-status species.			
2.43	Notification of Invasive Species	Immediately upon discovery.			
2.44	Additional Equipment	Upon need, request provided to CDFW.			
2.45.4	Containment of Cementitious Products and Leachate	Upon need, information provided to CDFW.			
2.51	Spill Cleanup and Containment	Immediately upon discovery.			
Post Construction					

4.4	Restoration Annual Reports	Starting 12 months after initial completion of restoration installation, and each year for a minimum of three years or until on-site restoration success criteria have been met. Due January 15 of each year.			
4.2	Notifications Prior to Start and End of Work	Five business days prior to the estimated completion of work.			
4.3	Final Construction Report	No later than 60 days after the end of construction activities.			
4.4	Final Restoration Annual Report and completed Protection Measure Reporting Plan	Upon meeting the success criteria of Vegetation Plan.			