

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



STREAMBED ALTERATION AGREEMENT
EPIMS-ORA-53919-R5
ARROYO TRABUCO, TRIBUTARY TO SAN JUAN CREEK

VICTORIA PARSONS
SOUTHERN CALIFORNIA EDISON
903896999 SANTA MARGARITA TRANSMISSION FOOTING REPAIR 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 November 4, 2024, 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 903896999 Santa Margarita Transmission Footing Repair Project (Project) is located within Arroyo Trabuco in Orange County within the city limits of Rancho Santa Margarita, in the State of California. The project's center coordinate can be found at latitude 33.63806, and longitude -117.61527. The project spans accessor parcel numbers 836-031-50, and 125-084-11. A map of the project areas and project location is included as Figure 1 and Figure 2 below.

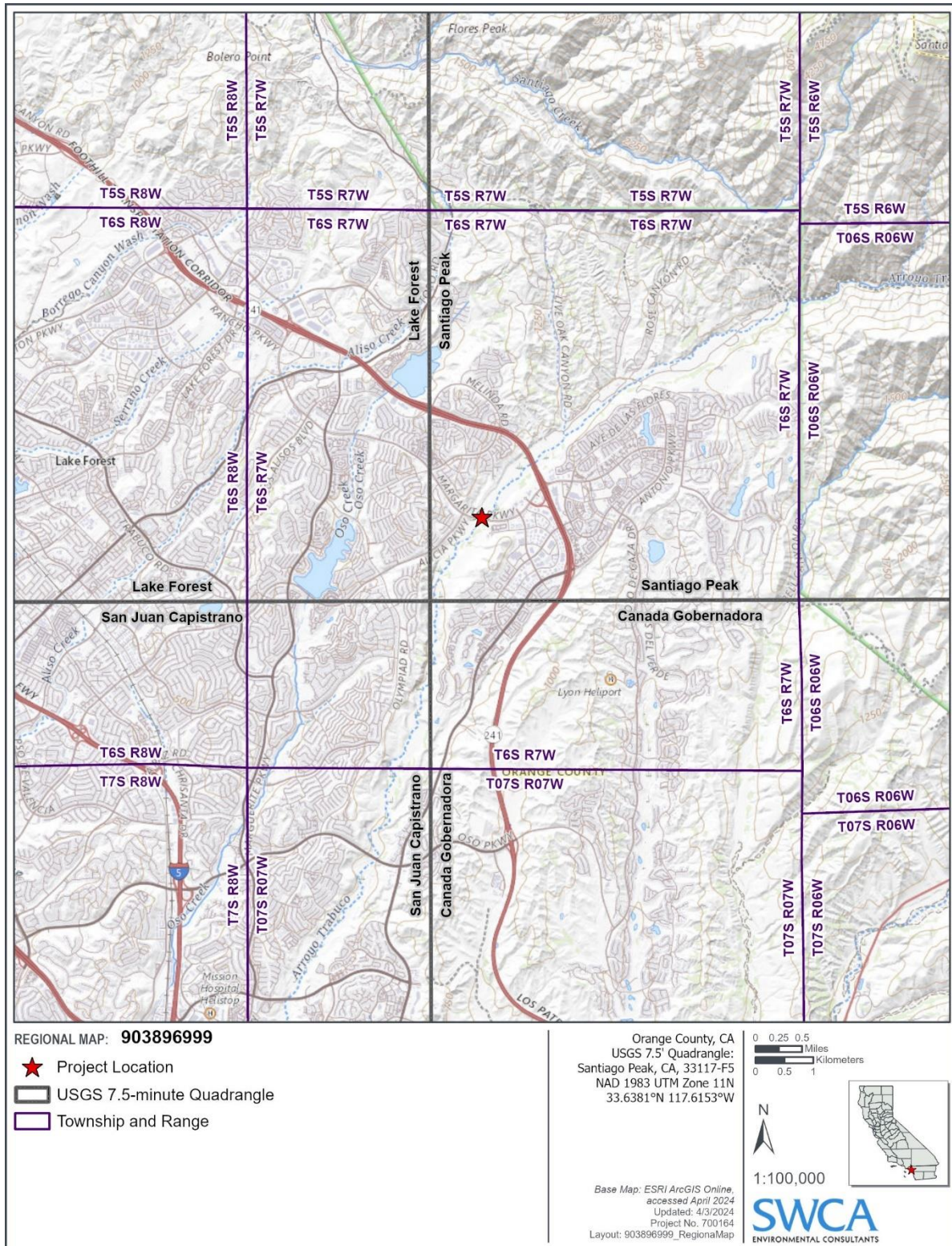


Figure 1. Regional area map of the 903896999 Santa Margarita Transmission Footing Repair Project (Steven W. Carothers & Associates, 2024).



Figure 2. Location map of the 903896999 Santa Margarita Transmission Footing Repair Project (Steven W. Carothers & Associates, 2024).

PROJECT DESCRIPTION

The 903896999 Santa Margarita Transmission Footing Repair Project consists of vegetation trimming, creating overland travel paths, and the use of liquid concrete to repair the damaged footing of Pole 4219939E. The project also includes the remediation of project areas impacted by the activities covered under this Agreement.

Access to the project location will require use of an existing earthen access road owned by the County of Orange, which connects to the westbound lane of Santa Margarita Parkway. Crews and equipment will travel approximately 765 feet on earthen access road, which includes fording a perennial tributary to Arroyo Trabuco. Vegetation along this earthen access road will be trimmed as needed to facilitate access, yet no tree or shrub removal, or the removal of the root masses thereof, will occur. An additional approximate 420 feet of travel on undeveloped land will occur thereafter to reach Pole 4219939E. Vegetation along the designated undeveloped travel route will include up to 50-percent trimming of three single-stemmed western sycamore (*Platanus racemosa*) with diameter at breast height measurements of 14.7, 12.2, and 2.5 inches. Pole 4219939E will require a 50-foot diameter work area of temporary disturbance to facilitate the repair. This work area will require vegetation trimming and trampling of species associated with mulefat thickets, scalebroom scrub, and California sycamore – coast live oak riparian woodlands.

Crews will remove the existing steel cap of Pole 4219939E at its base and brush any corrosion off of the existing footing infrastructure. Pole 4219939E's footing will be recapped to the existing channel grade, which is now one-foot lower than the existing steel cap elevation. The repair will require excavating an area of two feet wide around the circumference of Pole 4219939E's footing to a maximum depth of one foot of the existing grade. Approximately 1.16 cubic yards of concrete will be pumped into the excavated void to reinforce the existing footing. After the repairs are complete, the new pole footing will occupy the same footprint as its previous state. All work areas will be remediated through the use of biodegradable methods, such as returning salvage topsoil, applying duff and/or mulch, and installing erosion control measures.

The project is anticipated to be completed within one calendar year during periods of dry weather coinciding with low and/or absent flows. The repair of project infrastructure is expected to be completed within approximately five workdays.

Locations where infrastructure replacement, repair and staging will occur will hereafter to be collectively referred to as "project areas." The activities described in this Agreement will hereafter be collectively referred to as "project activities."

Equipment

Project equipment will include small tracked light equipment such as skid steers with hoppers, a pump truck, a concrete mixing truck, hand tools, a mechanical or truck-mounted auger, and personnel vehicles. Staging of equipment and materials will occur

on existing earthen access roads, in addition to within the 50-foot diameter work area of disturbance surrounding Pole 4219939E.

PROJECT IMPACTS

Existing fish, wildlife, and plant resources the project could substantially adversely affect include, but are not limited to:

Amphibians/Reptiles: California glossy snake (*Arizona elegans occidentalis*), southwestern pond turtle (*Actinemys pallida*), western toad (*Anaxyrus boreas*), arroyo toad (*Anaxyrus californicus*), orange-throated whiptail (*Aspidoscelis hyperythra*), western rattlesnake (*Crotalus oreganus*), coast horned lizard (*Phrynosoma blainvillii*), Pacific chorus frog (*Pseudacris regilla*), western spadefoot (*Spea hammondi*), Coast Range newt (*Taricha torosa*), two-striped gartersnake (*Thamnophis hammondi*), common side-blotched lizard (*Uta stansburiana*);

Birds: Cooper's hawk (*Accipiter cooperii*), sharp-shinned hawk (*Accipiter striatus*), southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), long-eared owl (*Asio otus*), great horned owl (*Bubo virginianus*), red-tailed hawk (*Buteo jamaicensis*), ferruginous hawk (*Buteo regalis*), Swainson's hawk (*Buteo swainsoni*), Costa's hummingbird (*Calypte costae*), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegensis*), turkey vulture (*Cathartes aura*), olive-sided flycatcher (*Contopus cooperi*), white-tailed kite (*Elanus leucurus*), merlin (*Falco mexicanus*), American peregrine falcon (*Falco peregrinus anatum*), house finch (*Haemorrhous mexicanus*), loggerhead shrike (*Lanius ludovicianus*), coastal California gnatcatcher (*Poliophtila californica californica*), rufous hummingbird (*Selasphorus rufus*), yellow warbler (*Setophaga petechia*), barn owl (*Tyto alba*);

Fish: Arroyo chub (*Gila orcuttii*), coastal threespine stickleback (*Gasterosteus aculeatus aculeatus*), coastal rainbow trout (*Oncorhynchus mykiss irideus*);

Invertebrates: Crotch's bumble bee (*Bombus crotchii*), Sonoran bumble bee (*Bombus sonorus*), yellow-faced bumble bee (*Bombus vosnesenskii*);

Mammals: Pallid bat (*Antrozous pallidus*), western mastiff bat (*Eumops perotis californicus*), western red bat (*Lasiurus frantzii*), bobcat (*Lynx rufus californicus*), San Diego desert woodrat (*Neotoma lepida intermedia*), California ground squirrel (*Otospermophilus beecheyi*), mountain lion - southern and coastal California evolutionarily significant units (*Puma concolor*), Mexican free-tailed bat (*Tadarida brasiliensis*), American badger (*Taxidea taxus*);

Plants: Catalina mariposa-lily (*Calochortus catalinae*), intermediate mariposa-lily (*Calochortus weedii* var. *intermedius*), Cleveland's bush monkeyflower (*Diplacus clevelandii*), graceful tarplant (*Holocarpha virgata* ssp. *elongata*), California black walnut (*Juglans californica*), ocellated Humboldt lily (*Lilium humboldtii* ssp. *ocellatum*), littleseed muhly (*Muhlenbergia microsperma*), peninsular beargrass (*Nolina cismontana*), Santiago Peak phacelia (*Phacelia keckii*), Cooper's rein orchid (*Piperia*

cooperi), Coulter's matilija poppy (*Romneya coulteri*), Pacific poison oak (*Toxicodendron diversilobum*), coast live oak complex (*Quercus agrifolia*).

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; loss or decline of riparian habitat; disruption to nesting birds and other wildlife; construction pits and trenches that can capture terrestrial organisms; colonization of invasive species; direct mortality of and/or harm to individuals and populations; disturbance and/or disruption of individuals and populations; change in pH; unintended ignition of vegetation; 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 less than approximately 0.323-acre of temporary impacts within the Arroyo Trabuco stream channel. This 0.323-acre area of temporary impacts currently holds and supports mulefat thickets, scalebroom scrub, and California sycamore – coast live oak riparian woodlands (Figure 3). Within the 0.323-acre area of temporary impacts, approximately 0.149- acre of California sycamore – coast live oak riparian woodlands, and approximately 0.053-acre of scale broom scrub are anticipated to be temporarily impacted. Activities contributing to the temporary impacts to the project include vegetation trimming, access, excavation, and the repair of Pole 4219939E's footing. The project will not result in any permanent impacts to the Arroyo Trabuco stream channel.

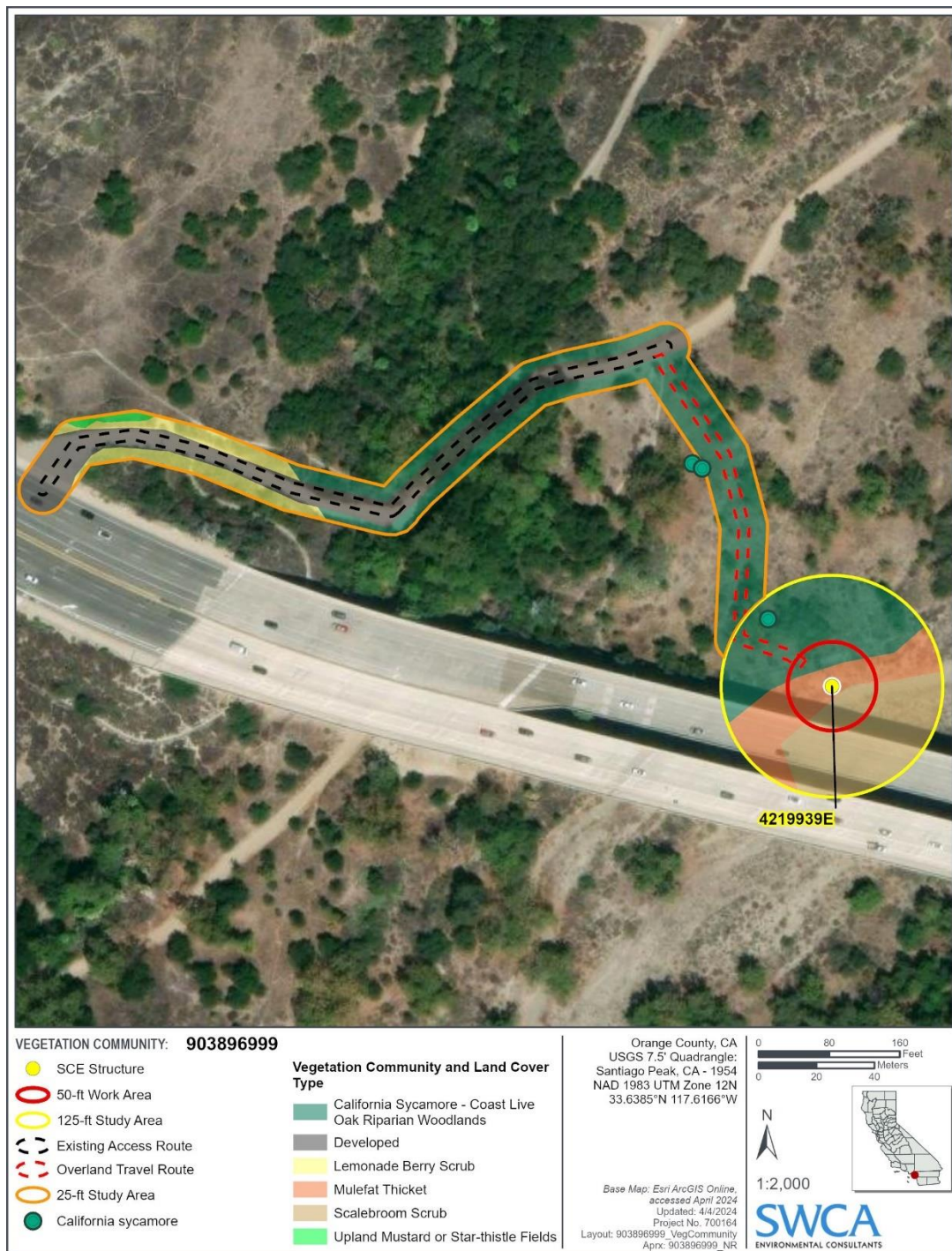


Figure 3. Vegetation community map of the 903896999 Santa Margarita Transmission Footing Repair Project (Steven W. Carothers & Associates, 2024).

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. If Permittee anticipates project scope changes, any additional impacts to resources subject to Fish and Game Code section 1602, or additional operations and maintenance activities not identified in this Agreement, Permittee shall submit to CDFW a request to amend this Agreement.
- 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

the protective measures in this Agreement. CDFW shall verify compliance with the protective measures of this Agreement to ensure the accuracy of 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 areas. 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 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. Permittee shall monitor the [National Weather Service 72-hour forecast](http://www.nws.noaa.gov)¹ for the project area's precipitation (i.e., those with greater than a 25-percent 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-percent or greater chance 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

¹ <http://www.nws.noaa.gov>

project activities. Project activities shall not recommence until after a dry-out period of 48 hours (i.e., less than 25-percent chance 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 30 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 A) 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.

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 present, oversee, and 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 and Game Code sections 3511, 4700, 5050, 5515; a candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA); Fish and Game Code section 2050 et seq., and/or the federal Endangered Species Act (ESA); 16 U.S.C. section 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 <https://wildlife.ca.gov/Data/CNDDDB/Submitting-Data>

- 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 areas 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 and hosted 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 provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to them 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 Non-protected Fish and Wildlife Species. To avoid impacts to any non-protected fish and wildlife species, a Designated Biologist and/or Biological Monitor shall be present to inspect and observe any project areas 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 areas unharmed under their own volition. If needed, a Designated Biologist and/or Biological Monitor 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 areas 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, including their seeds and seedling forms, identified in the project impact section of this Agreement (e.g., Santiago peak phacelia, graceful tarplant, etc.), locally rare plants, and any other species ranked by CNPS with the potential to occur in the project areas, 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 Communities](#)³. 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 **within two weeks of survey completion and prior to 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 protected species of plants.
- 2.12 Crotch's Bumble Bee. To avoid impacts to Crotch's bumble bee, vegetation removal during the colony active period (February 1 through August 31) shall be performed solely through the use of hand tools (e.g., loppers, pruning saws, pitchforks, etc. [e.g., no use of power tools or equipment]), and no ground disturbing activities shall take place during the overwintering period (November 1 through January 31). A Designated Biologist shall oversee all vegetation removal, and ground disturbance to ensure Crotch's bumble bee is not present in the immediate work area where project activities are being performed. This Agreement does not authorize the take of Crotch's bumble bee, their nests, or their nesting habitat. If impacts to Crotch's bumble bee, their nests, or nesting habitat is

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

unavoidable as a result of proposed project activities, Permittee shall consult with CDFW prior to 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, two-striped gartersnake, western spadefoot, or any other herpetofauna species found on the [CDFW Special Animal List](#)⁴. 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 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 spoils. If any non-protected special-status herpetofauna species is found during the course of project activities, the individual(s) shall first be allowed to leave the project areas under its own volition. If a non-protected special-status herpetofauna species will not or cannot leave the project areas, and is not a protected species, then a Designated Biologist may relocate said individuals to areas containing appropriate habitat that are beyond the project areas by a reasonable distance that will ensure any relocated individuals will not easily reenter the project areas 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 Resident Fish Species. To prevent any impact to resident fish species (e.g., coastal threespine stickleback, coastal rainbow trout, arroyo chub, etc.) all work shall be completed without water contact techniques so that no project activities, shall be performed in areas where any water is present in the mainstem of Arroyo Trabuco. Additionally, dewatering activities are only authorized as follows:
- 2.14.1 Temporary Stream Diversion. This Agreement does not authorize a temporary stream diversion.
- 2.14.2 Temporary Dams. This Agreement does not authorize any temporary dam or other artificial obstruction.
- 2.14.3 Dewatering. If groundwater is encountered and requires dewatering, Permittee shall receive written authorization from CDFW prior to conducting any dewatering. Permittee shall provide CDFW with an estimated volume of water to be pumped from any work area, how any pumped water will be

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

treated for sediment removal or decanted, and how any pumped waters will be returned to their associated watercourse in their request for authorization.

2.15 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.

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

2.16.1 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 prior written CDFW approval has been provided.

2.16.2 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.**

2.16.3 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 or a Biological Monitor 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.

2.16.4 Reporting. The Designated Biologist shall provide summary reports to CDFW **no less than once weekly** regarding discovery of any new nests, 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.

2.17 White-tailed Kite. The Designated Biologist shall survey the proposed work area and adjacent areas during the course of nesting bird surveys as required in this Agreement for any potential roost or nesting areas that could be utilized by white-tailed kite. Survey results, including locations of any detected individuals, negative findings, analysis, recommendations, and field notes shall be submitted to CDFW **as part of the nesting bird survey results** as required in this Agreement. If white-tailed kite is observed during the course of project activities, work shall not commence or continue until any observed white-tailed kite moves from the area under their own volition. CDFW shall be notified of any white-tailed kite observations within 1,000 feet of the work area. All observations of white-tailed kite **shall be reported to CDFW immediately.**

- 2.18 Bobcat and Mountain Lion. On April 21, 2020, the California Fish and Game Commission determined that listing southern and central coastal California evolutionarily significant units of mountain lion as threatened or endangered under CESA may be warranted. Mountain lion found in the southern and coastal California evolutionary significant units are currently protected under CESA as a candidate species. 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 bobcat or mountain lion are observed (e.g., individuals observed, sign observed, or otherwise documented) within or adjacent to the project areas during the course of project activities, **Permittee shall immediately provide written communication to CDFW of the observation.** Project activities shall cease based on the discretion of a Designated Biologist if said project activities have the potential to result in take of bobcat or mountain lion.
- 2.19 American Badger. A Designated Biologist shall conduct a focused survey for American badger burrows occurring within the project areas prior to project activities. 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**. Permittee shall completely avoid potential to impact American badger burrows. As an alternative and only after the burrow has been determined to be unoccupied, shall the burrow be excavated, as needed, under the direction of a Designated Biologist.
- 2.20 San Diego Desert Woodrat. Permittee shall protect 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 by hand 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.
- 2.21 Bat Surveys. **No less than 30 days prior to scheduled work activities**, a Designated Biologist shall conduct a daytime preliminary field survey for potential

bat habitat or signs of bat presence in areas within and adjacent to the project area prior to the commencement of project activities. Survey results including a map of confirmed locations of bat roosts shall be provided to CDFW **within 24 hours of survey**. If bat habitat exists or bat habitat is present within or within 500 feet of the project area, the Designated Biologist shall develop a Bat Management Plan, which includes the following measures.

- 2.21.1 Bat Protection Buffer. The Permittee shall implement at least a 500-foot no-work buffer around bat roosts, and the Designated Biologist shall monitor the area for sensitivity to project activities. If bats roosts appear to be disturbed, the project activities shall immediately stop. The Permittee shall contact CDFW for additional measures and receive approval prior to resuming project activities. If avoidance requirements of the 500-foot no-work buffer around bat roosts cannot be met, Permittee may propose an alternative buffer for CDFW concurrence.
- 2.21.2 Vegetation Removal and Trimming. To avoid impacting bats roosting in trees (e.g., in cavities or under loose bark), vegetation shall be surveyed prior to removal or trimming. Trees and/or structures determined to be maternity roosts shall be left in place until the end of maternity season (March 1 to September 30) or until Designated Biologist verifies no pregnant females and young in the non-volant stage are present. It is preferable to slowly push any tree/structure down under an operator's control using heavy machinery rather than felling it with a chainsaw. In order to ensure the optimum warning for any roosting bats that may still be present, the tree should be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree should then be pushed to the ground slowly and should remain in place until it is inspected by the Designated Biologist. A period of at least 24 hours shall elapse prior to chipping or mulching to allow bats the additional opportunity to escape.
- 2.21.3 Injured Bats. If any injured bats are discovered at project areas or surrounding vicinity and the Designated Biologist determines that the injuries are a result of project activities, then the Designated Biologist shall immediately transport bats to a CDFW-approved wildlife rehabilitation or veterinary facility if they are injured because of exclusion activities or structure demolition. Permittee shall identify an appropriate wildlife care facility prior to impacting potential bat roosting habitat. Permittee shall bear any costs associated with the care or treatment of such injured bats. The Designated Biologist shall capture injured bats by hand capture or methods approved by CDFW. Permittee shall not use mist nets or harp traps as capture techniques. The Designated Biologist shall place captured bats in individual holding bags. The Designated Biologist shall place the holding bags inside a large plastic cooler on a stable surface away from project construction and repairs to prevent tipping or other disturbance to the cooler. The cooler is intended to maintain a steady temperature for the bats, as well as to protect them from

injury from debris, being stepped on, or any other external threat. The cooler shall not be completely closed to prevent suffocation of the bats inside the cooler.

2.22 Fossorial Mammal Burrows. If fossorial mammal burrows (e.g., ground squirrel burrows, other wildlife burrows, etc.) are found within the project areas, Permittee shall completely avoid burrows. As an alternative, a Designated Biologist shall inspect said burrows to ensure they are free of fish and wildlife species if they are slated to be impacted (e.g., covered with cut vegetation or spoils, collapsed, compacted, etc.) by project activities. If a Designated Biologist cannot confirm if a burrow is free of fish and wildlife species but presumes they are unused, a 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 a Designated Biologist. Permittee shall **immediately 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 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 stabilization (e.g., erosion control, removal of project-related items as needed, etc.) of project areas will occur prior to the onset of storm flows competent enough to hold the potential of transporting project-related materials (e.g., construction materials, spoils, disturbed soils, clean fill, etc.) into areas subject to Fish and Game Code section 1600 et seq.

2.25 Demarcate Work Area Boundary. Prior to the commencement of project activities, Permittee and a Designated Biologist shall demarcate the outer perimeter of the project areas to prevent damage to adjacent habitat/vegetation and to provide visual orientation to the work limits. The 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.

2.26 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 Department](#)⁵ for the purposes of this Agreement.

Erosion Control, Turbidity, and Siltation

2.27 Top Soils Salvage. Permittee shall remove and store the top six inches of top soils at the project areas slated for disturbance. Top soils shall be stored in a manner that protects them from rain (as applicable), invasive species, and contamination. Upon completion of project activities, stored top soils shall be returned and spread over areas of disturbance to encourage revegetation of the project areas.

2.28 Synthetic Geotextile Fabric. Permittee may request the temporary use of synthetic geotextile fabrics (e.g., silt fencing, sediment berms, etc.) to prevent the transport of sediment from project areas by providing CDFW with an erosion control plan or stormwater pollution prevention plan for review and approval **at least 30 days prior to commencement of project activities**. Any proposals by Permittee to CDFW for the use of temporary synthetic geotextile fabrics shall include a map of proposed deployment, and information on the installation and later removal of said fabrics, including dates thereof. Permittee shall not otherwise use 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, lining riprap, etc.) due to the deleterious effects of such products to fish, wildlife, and plant resources.

2.29 Erosion Control Materials. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as those that contain mono-filament netting or similar material, within and adjacent to areas subject to Fish and Game Code section 1600 et seq. All fiber rolls, straw waddles and/or 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.

⁵ <https://aa.usno.navy.mil/data/index>

- 2.30 Disturbed Soils. Permittee shall stabilize all disturbed soils within the project areas to reduce erosion potential, both during and following construction.
- 2.31 Sediment and Runoff Control. Spoil storage sites shall not be located within areas subject to Fish and Game Code section 1600 et seq., or where said spoils hold the potential to impact aquatic or riparian vegetation. Spoils 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, vehicle tracks, or other work trails to control erosion to avoid rills and ruts.
- 2.32 Post Storm Event Inspection. After any storm event, Permittee shall inspect all project areas 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 applicable reporting of this Agreement. Corrective action for erosion and sediment transport shall be taken as needed in accordance with this Agreement.

Equipment and Access

- 2.33 Vehicle Access. Vehicles shall not be driven through, or equipment operated where wetland vegetation, riparian vegetation, or wildlife or aquatic organisms may be harmed or destroyed. Vehicles shall not drive in wetted areas without a Designated Biologist or Biological Monitor present. A Designated Biologist or Biological Monitor shall walk in front of any vehicles, scanning for fish and wildlife (which includes special-status plants), as said vehicles move across any wetted area. A Designated Biologist or Biological Monitor shall halt vehicle traffic if wildlife is observed, including tadpoles, and could be threatened by vehicle traffic until the species in question has moved, or been moved as applicable, in accordance with this Agreement. This Agreement does not authorize moving, handling, or otherwise impacting protected species.
- 2.34 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 deleterious to fish and wildlife species.
- 2.35 Clean Equipment Prior to Entering Project Areas. All handheld equipment, vehicles, and/or heavy equipment that will be operated within project areas shall be cleaned of materials deleterious to fish and wildlife including grease, soil, and other debris, prior to entering project areas. Cleaning of equipment shall take place outside of areas subject to Fish and Game Code section 1600 et seq.
- 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.

- 2.37 Equipment Maintenance and Fueling. No equipment maintenance or fueling shall be done within areas regulated under Fish and Game Code section 1600 et seq., to avoid petroleum products or other pollutants from the equipment from entering waterways. All equipment or vehicles shall be checked and maintained daily to prevent leaks of materials that could be deleterious to fish and wildlife. Bar oils used shall be of biodegradable nature and not be petroleum based.

Deleterious Materials

- 2.38 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.
- 2.39 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 Permittee to ensure compliance.
- 2.40 Pick Up Debris. Permittee shall remove all human generated debris, such as, 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. 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.
- 2.41 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 Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

Pesticide and Invasive Species

- 2.42 Remove Invasive Vegetation by Hand. Invasive plant species shall be removed by hand or by hand-operated power tools rather than by chemical means. This Agreement does not authorize the use of pesticide application within project areas. All invasive and/or non-native plant material removed shall be disposed of in a

manner that does not promote the spread of [invasive plants](#)⁶, including propagules thereof, back into the project areas, or any other area subject to Fish and Game Code sections including, but not limited to, 1602, 5650, and 5652. Permittee may elect to consult with CDFW regarding managing vegetation through hand and/or mechanical methods and means.

- 2.43 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 areas 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 website](#)⁷. BMPs for invasive mussels and aquatic species can be found at the [Stop Aquatic Hitchhikers website](#)⁸. Other invasive species information can be found at the [California Department of Fish and Wildlife's Invasive Species Program webpage](#)⁹.
- 2.44 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.
- 2.45 Decontamination of Handheld or Small Equipment. Permittee shall decontaminate all tools, waders and boots, and other equipment that will enter the streambed and have the potential to contact with water or wetted soils prior to entering and after exiting the 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.

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-percent 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

⁶ <http://www.cal-ipc.org/ip/prevention/index.php>

⁷ <http://www.cal-ipc.org/ip/prevention/index.php>

⁸ <http://www.protectyourwaters.net/>

⁹ <https://wildlife.ca.gov/Conservation/Invasives>

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 reading at 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 areas.

- 2.46 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, pumps, etc., 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, pumps, and other large equipment as thoroughly as possible.
- 2.47 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.
- 2.48 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 Report](#)¹⁰. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

3. On-site Restoration

Permittee shall compensate for the adverse impacts to 0.323-acre of temporary impacts to stream bed, bank, and channel identified above that cannot be avoided or minimized. Permittee shall implement each measure listed below.

- 3.1 Habitat Restoration On-site. Permittee shall restore on site no less the 0.323-acre of streambed and associated habitat that will be temporarily disturbed during construction to pre-project or better conditions immediately following completion of project activities. Remediation efforts shall include at a minimum: recontouring and blading any disturbed soils to their previous grades and plane as applicable, returning topsoils to their original locations, in addition to raking and/or spreading adjacent duff over the disturbance footprint of the project areas. Permittee shall photograph project remediation efforts upon completion and provide them to CDFW via email in accordance with final construction reporting of this Agreement.

¹⁰ <https://wildlife.ca.gov/Conservation/Invasives/Report>

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-ORA-53919-R5 and copy to Andrew.Chambers@wildlife.ca.gov.
- 4.2 Notifications Prior to Start and End of Work. 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 (see Exhibit B).
- 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 areas 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; 5) an overview of site remediation efforts, including photos thereof; and 6) delivery of the most current version of the PRMP table.
- 4.4 Format of Reports. All reports shall be submitted to CDFW electronically and shall include GIS shapefiles, along with the appropriate metadata, of the project areas when applicable. For more details on creating GIS shapefiles, please visit the [Esri website](#)¹¹. Electronic versions of reports and GIS shapefiles shall be submitted through [EPIMS](#)¹².

CONTACT INFORMATION

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

¹¹ <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>

¹² <https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS>

To Permittee:

Victoria Parsons
Southern California Edison
EPIMS-ORA-53919-R5
903896999 Santa Margarita Transmission Footing Repair Project
Victoria.Parsons@sce.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-ORA-53919-R5
903896999 Santa Margarita Transmission Footing Repair 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 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 fee](#)¹³.

TERM

This Agreement shall expire on January 8, 2030, 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.

EXHIBITS

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

A. Exhibit A: Biologist Resume Form (CDFW, 2024)

B. Exhibit B: 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

¹³ <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>

behalf and represents and warrants that he or she has the authority to legally bind Permittee to the provisions herein.

AUTHORIZATION

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

CONCURRENCE

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

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

EXHIBIT A



Department of Fish and Wildlife
BIOLOGIST RESUME COVER SHEET
Date 06.10.2021

Name	Requested Role(s) ¹⁴	Species/Resource(s)

¹⁴ Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or 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.



EACH 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 ¹⁵ :	

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>

¹⁵ 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.</i> ¹⁶ <i>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:

¹⁶ 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)¹⁷:	
Survey Type(s)¹⁸:		Construction Monitoring¹⁹:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDDB ²⁰ (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:	

¹⁷ 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.”

¹⁸ For example, pre-construction survey or description of the protocol or guideline followed.

¹⁹ Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).

²⁰ CNDDDB is the abbreviation for California Natural Diversity Database.

	CNDDB (Y/N):		
If <u>not</u> reported to CNDDB, 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 CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDB, 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 CNDDB (Y/N):	Company Name, Professional Reference Name, Phone, Email:	
If <u>not</u> reported to CNDDB, 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 B

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

PROTECTION MEASURE REPORTING PLAN (PMRP)

STREAMBED ALTERATION AGREEMENT No.: EPIMS-ORA-53919-R5

PERMITTEE: Southern California Edison

PROJECT: 903896999 Santa Margarita Transmission Footing Repair 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 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 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.			
2.6	Reporting Observations to CNDDDB	Within five days of species detection.			
2.8	Environmental Education Program/Materials	Provided and presented by Designated Biologist to all individuals prior to performing work under this Agreement, and provided to CDFW.			
2.9	Pre-Work General Biological Surveys	No later than 48 hours prior to the start of project activities.			
2.11	Special-status Plants	Within two weeks of completing surveys. CDFW shall be contacted within 24 hours if special-status plants are detected.			
2.13	Special-status	Immediately upon detection			

	Herpetofauna	of special-status herpetofauna species.			
2.16.2	Pre-construction Nesting Bird Surveys	Within 24 hours of surveys being completed.			
2.17	White-tailed Kite	Immediately upon detection.			
2.18	Bobcat and Mountain Lion	Immediately up on detection.			
2.19	American Badger	Within 24 hours of detection.			
2.21	Bat Surveys	Surveys conducted no less than 30-days prior to the start of project activities, with surveys delivered within 24 hours of completion.			
2.22	Fossorial Mammal Burrows	Immediately if occupied.			
2.24	Demobilization Plan	At least 30 days prior to commencement of project activities.			
2.28	Synthetic Geotextile Fabric	Upon need, request provided to CDFW within 30 days of project commencement.			
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.			
2.13	Special-status herpetofauna	Immediately upon detection of special-status herpetofauna species.			
2.16.4	Nesting Bird Reporting	At a minimum, once weekly			

		upon discovery of active nests.			
2.17	White-tailed kite	Immediately upon detection.			
2.18	Bobcat and Mountain Lion	Immediately up on detection.			
2.19	American Badger	Within 24 hours of detection.			
2.20	San Diego Desert Woodrat	Within two months after implementation of relocation activities.			
2.22	Fossorial Mammal Burrows	Immediately if occupied.			
2.41	Spill Cleanup and Containment	Immediately upon discovery.			
2.48	Notification of Invasive Species	Immediately upon discovery.			
Post Construction					
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.			