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

**STREAMBED ALTERATION AGREEMENT**
EPIMS-VEN-57669-R5
CUYAMA RIVER
TRIBUTARY TO THE SANTA MARIA RIVER

VICTORIA PARSONS, SCE WETLANDS GROUP
SOUTHERN CALIFORNIA EDISON
MULTI TD CUYAMA AND ROUND SPRINGS CANYON PROJECT

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

## RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on March 25, 2025, 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 Multi TD Cuyama and Round Springs Canyon Project is located on the Cuyama River, a tributary to the Santa Maria River, within unincorporated areas of Santa Barbara and Ventura Counties southeast of Ventucopa, State of California, and consists of 14 separate locations. The northern section of the project (terminating at Pole 5015491E) is approximately 860 feet west of, and the southern section of the project (terminating at Pole 851556E) is approximately 745 feet west of, State Route 33. The project's 14 locations are found in Table 1 below and as reflected in Figures 1 through 4c.

**Table 1**. List of project locations from west to east.

| Pole | Coordinates | Parcel number |
|---|---|---|
| 5015491E | 34.78543, -119.443010 | 001-0-170-150 |
| 5015492E | 34.78542, -119.44298 | 001-0-170-150 |
| 5015493E | 34.78541, -119.44295 | 001-0-170-150 |
| 5015494E | 34.78401, -119.44365 | 001-0-170-150 |
| 3001835E | 34.784, -119.44362 | 001-0-170-150 |
| 3001836E | 34.78398, -119.44358 | 001-0-170-150 |
| 5015495E | 34.75670, -119.42047 | 001-0-190-040 |
| 5015496E | 34.75667, -119.42046 | 001-0-190-040 |
| 5015497E | 34.75665, -119.42045 | 001-0-190-040 |
| 5015498E | 34.72941, -119.39601 | 002-0-080-030 |
| 5015499E | 34.72938, -119.39599 | 002-0-080-030 |
| 5015500E | 34.72935, -119.39598 | 002-0-080-030 |
| 4544661E | 34.71167, -119.38251 | 002-0-080-230 |
| 851556E | 34.71126, -119.38390 | 002-0-080-110 |

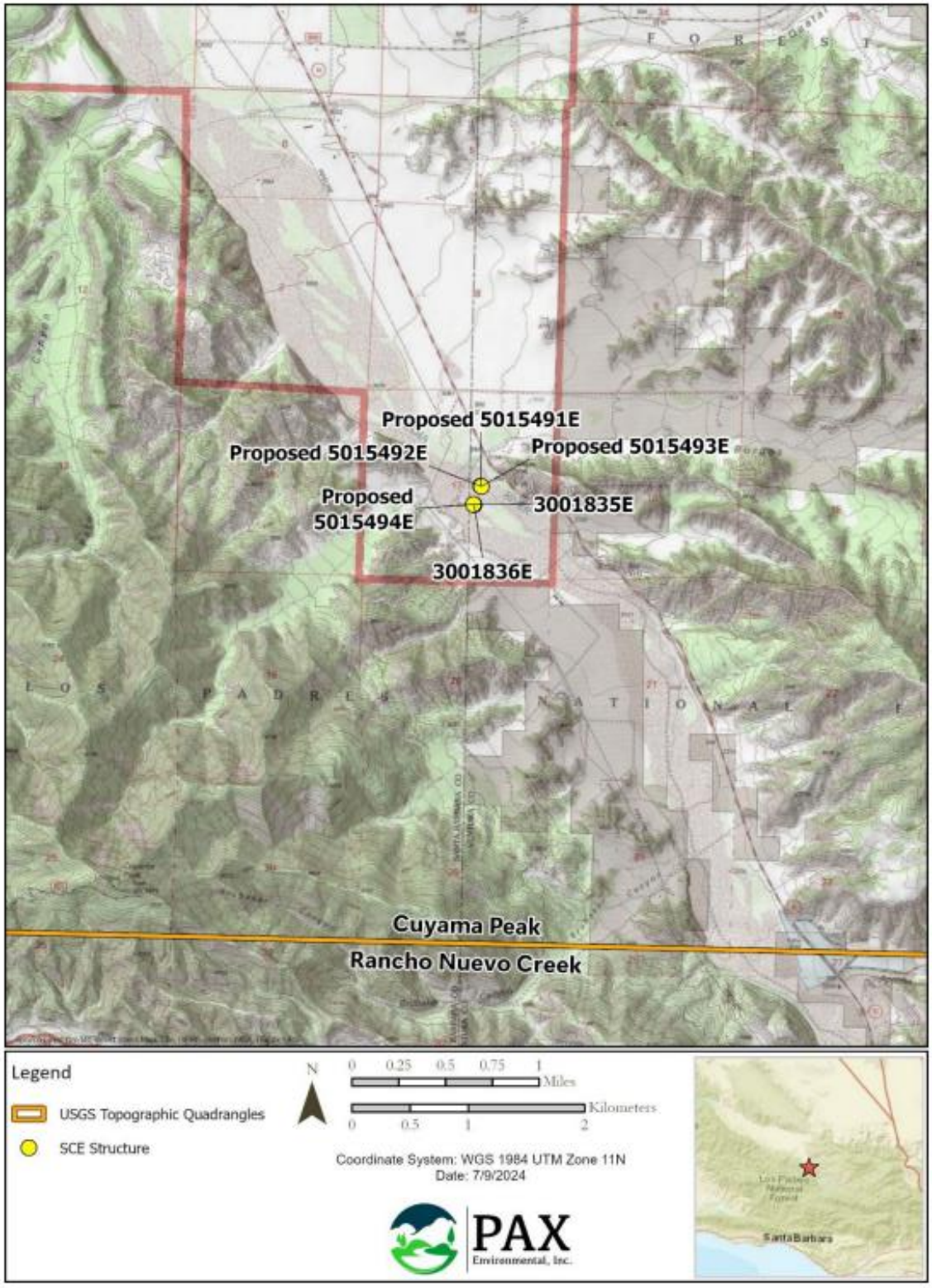


**Figure 1.** Regional map of the Multi TD Cuyama and Round Springs Canyon Project Cuyama River Segment (Pax Environmental, Inc., 2024).

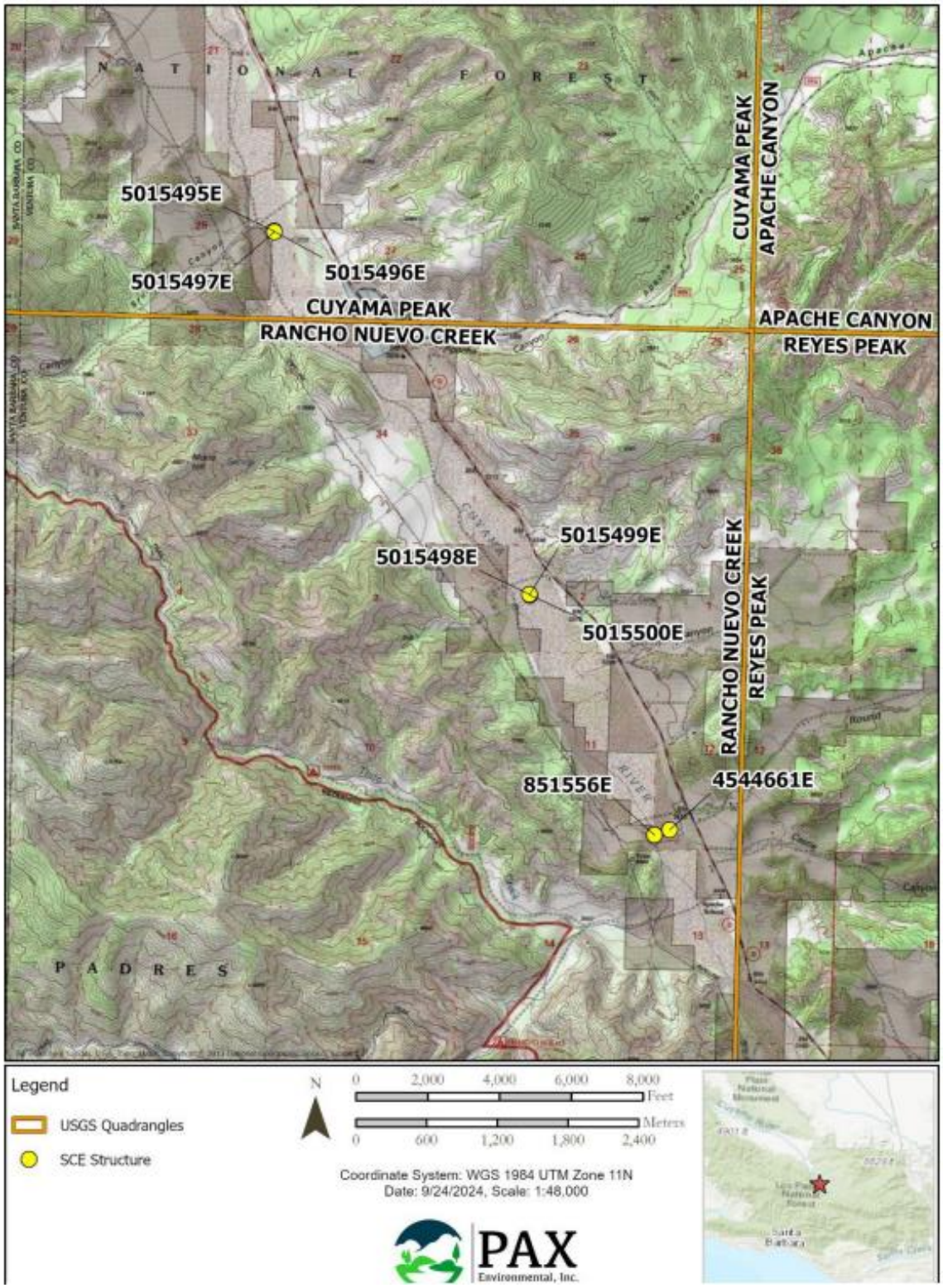


**Figure 2.** Regional map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

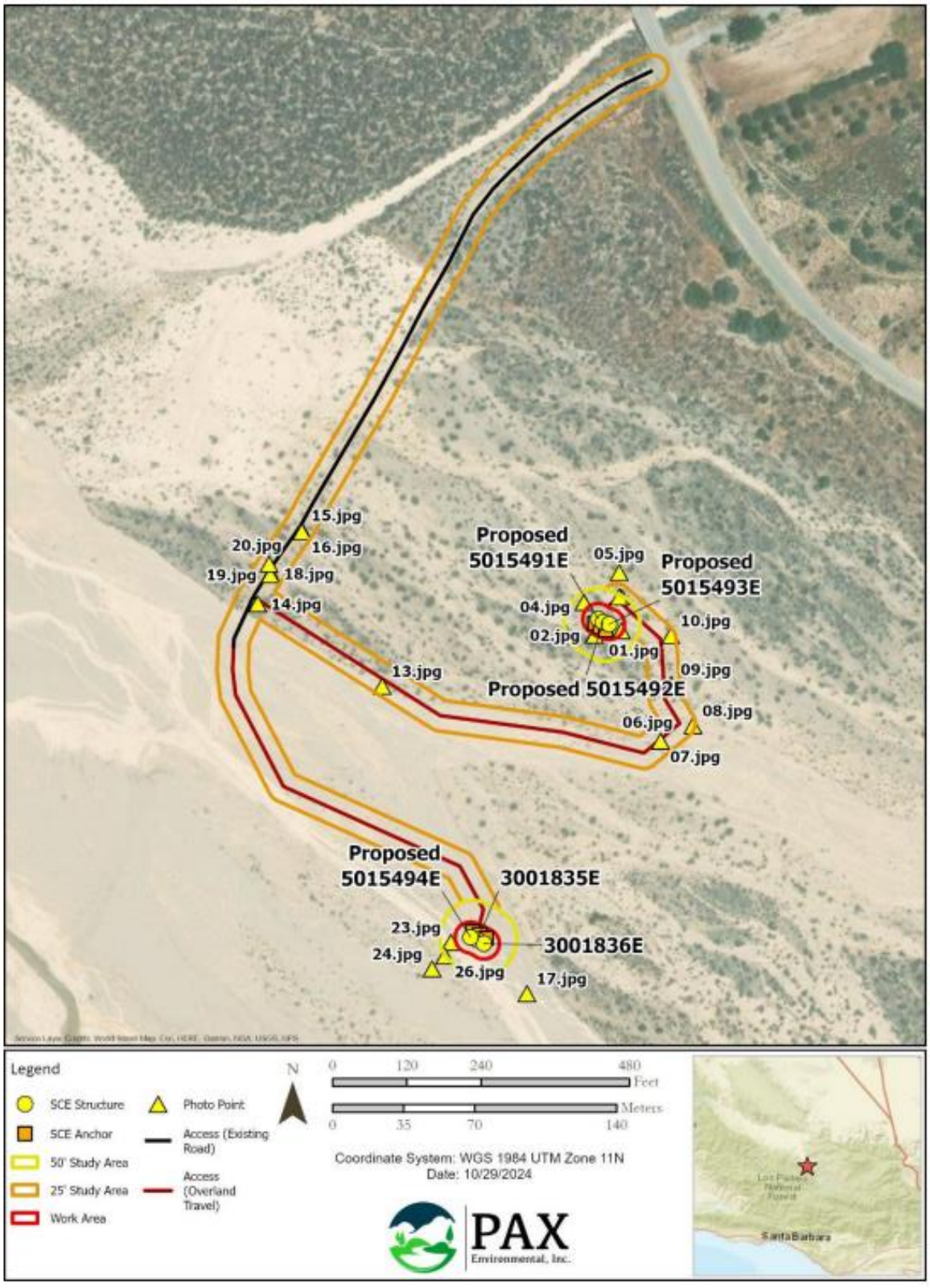


**Figure 3.** Vicinity map of the Multi TD Cuyama and Round Springs Canyon Project Cuyama River Segment (Pax Environmental, Inc., 2024).

**Figure 4a.** Vicinity map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

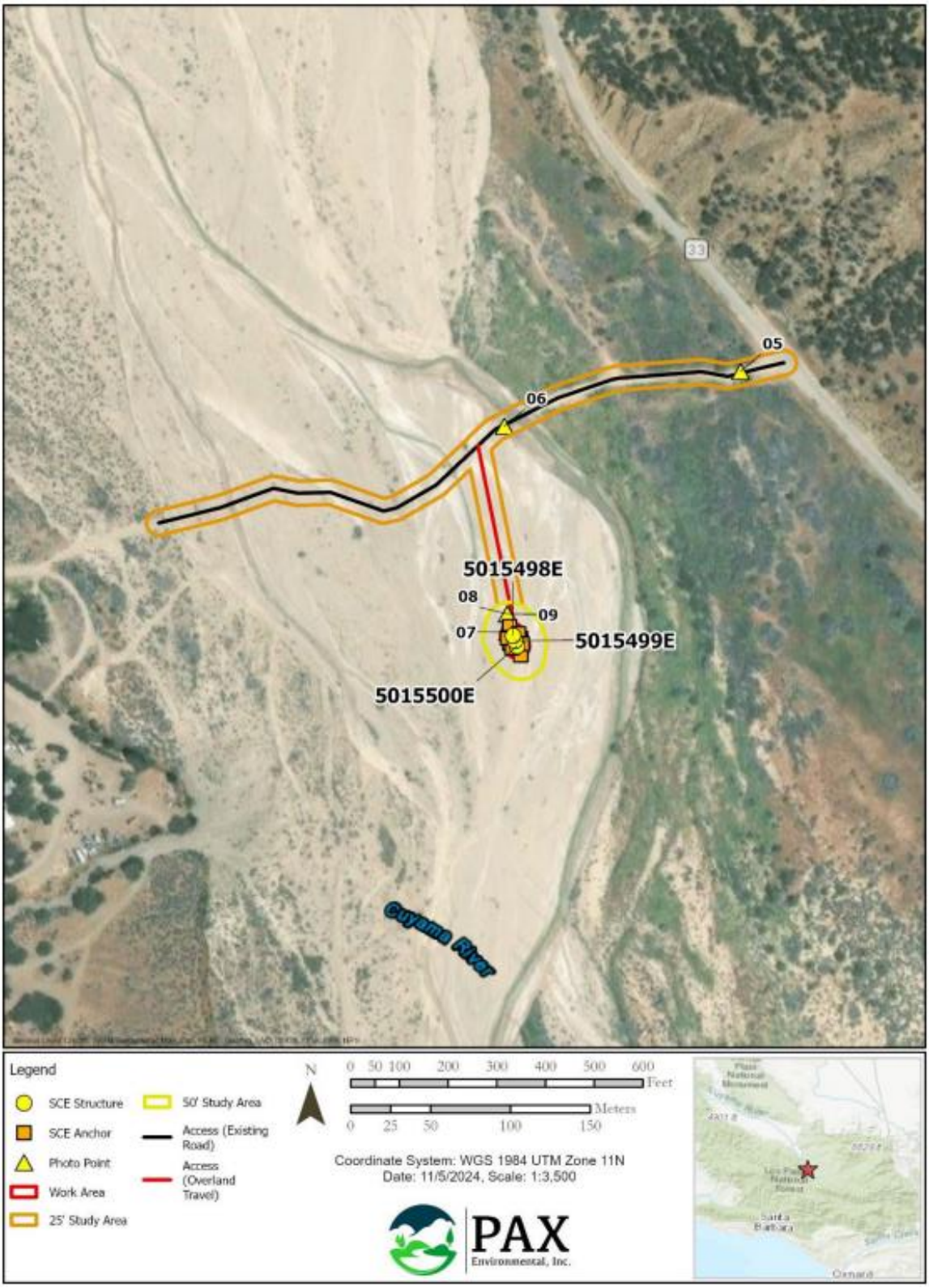


**Figure 4b.** Vicinity map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

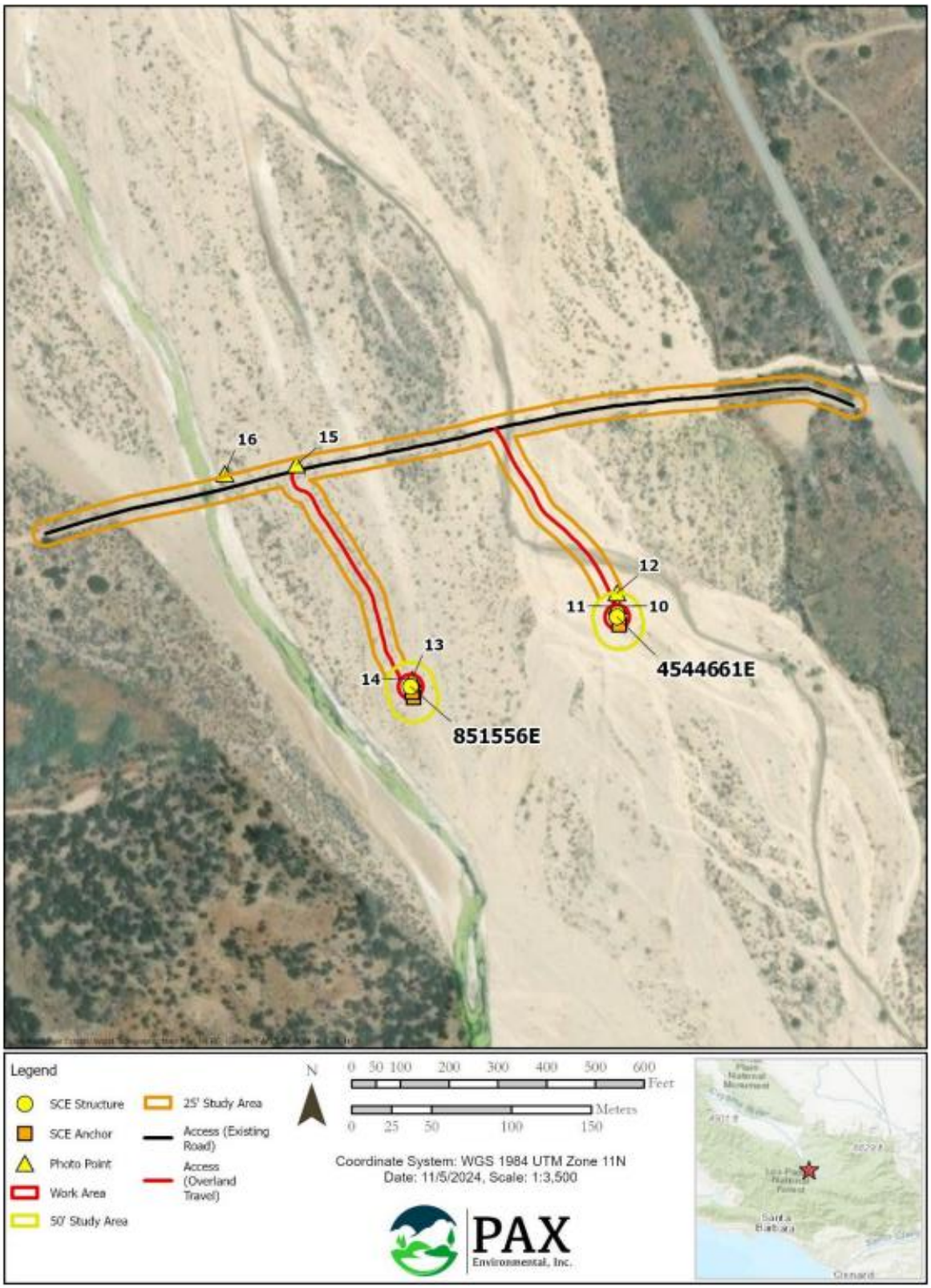


**Figure 4c.** Vicinity map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

## PROJECT DESCRIPTION

The Multi TD Cuyama and Round Springs Canyon Project (Project) consists of removing the top portion of deteriorated utility poles, installing new utility poles, and installing new anchors, with these activities occurring at 14 separate locations. The activities covered by this Agreement include vegetation crushing and trampling; soil disturbance to facilitate access, soil disturbance to develop staging and work areas; the excavation to facilitate installation of a new steel caissons and an anchor; installation of new utility poles; installation of new anchors; and the associated activities described in further detail below. The Project also includes the remediation of areas subject to Fish and Game Code section 1600 et seq. impacted by the activities covered under this Agreement. The Project is divided between the following two segments.

### Cuyama River Segment

The Cuyama River Segment involves partially removing two wood utility poles (Poles 3001835E, 3001836E) and installing two new wood poles, installing four new wood poles (5015491E, 5015492E, 5015493E, and 5015494E), installing six corrugated steel caissons associated with this segments pole list, and installing six new screw anchors. The new poles will be set by truck, and the holes will be dug by a tracked excavator. The new holes for Poles 3001835E and 3001836E will be dug within a three-foot radius of the old poles, the new hole for Pole 5015494E will be dug approximately 10 feet northwest of Pole 3001835E, and the new holes for Poles 5015491E, 5015492E and 5015493E will be dug approximately 550 feet to the northeast. The caissons for Poles 3001835E, 3001836E, and 5015494E will be three feet in diameter, 25 feet long, and will extend three feet above grade. The caissons for Poles 5015491E, 5015492E, and 5015493E will be three feet in diameter, 22 feet long, and will also extend three feet above grade. Native soils will be used to backfill around the outside of the caissons to secure them in place and the excess soil will be removed from the area and disposed of in a dumping facility. Once the caissons are in place, the new poles will be installed inside of them and backfilled with liquid concrete. The old caissons for Poles 3001835E and 3001836E will be cut off to a minimum three feet below grade with top cut portions disposed of offsite at a dumping facility, and the lower portion abandoned in place. The area of soil disturbance would be limited to approximately 10 feet around the pole, as well as a general 25-foot temporary work area around each pole for the staging and operation of construction vehicles and equipment.

Six new screw anchors will be installed by a utility truck which will not require soil excavation, with the anchors located approximately 10 feet northeast of Poles 5015494E, 3001835E, and 3001836E, and approximately 10 feet southwest of Poles 5015491E, 5015492E, and 5015493E. The area of soil disturbance would be limited to approximately 10 feet around each anchor location. Once each anchor is in place, a steel cable guy wire will connect each anchor to its associated pole. No vegetation trimming or removal is anticipated, yet crews will traverse through scale broom habitat along the overland travel routes. All Project areas will be remediated to pre-Project

conditions once all Project activities associated the Cuyama River Segment are completed.

**Round Springs Canyon Segment**

The Round Springs Canyon Segment involves the installation of six new wood utility poles (Poles 5015495E, 5015496E, 5015497E, 5015498E, 5015499E, and 5015500E), and partially removing two wood utility poles (Poles 851556E and 4544661E) and replacing them with two new composite poles. Each new pole will be installed within a corrugated steel caisson. Additionally, there will be 16 new screw anchor installations: three associated with each of Poles 5015495E, 5015497E, 5015498E, and 5015500E; two associated with each of Poles 5015496E and 5015499E. One plate anchor will be installed associated with Pole 851556E. Poles 851556E and 4544661E each have existing anchors, which will be cut at a minimum depth of three feet below grade, with the upper cut portions disposed of at a dump site, and the lower cut portions abandoned in place. The new poles will be set by truck and helicopter. The new holes for Pole 851556E and 4544661E will be dug by a machine auger one-foot-east of the old poles. Poles 5015498E, 5015499E, 5015500E will be installed approximately 1.45 miles north of Pole 4544661E, and Poles 5105495E, 5015496E, and 5015497E will be installed approximately 3.8 miles north of Pole 4544661E. The caissons for Poles 851556E and 4544661E will be three feet in diameter and 20-feet long, and will extend three feet above grade. The caissons for Poles 5015498E, 5015499E, and 5015500E will be three feet in diameter, 23 feet long, and will extend three feet above grade. The caissons for Poles 5015495E, 5015496E, and 5015497E will be 3.5 feet in diameter, 24 feet long, and will extend three feet above grade. Native soil will be used to backfill around the outside of the caissons to secure them in place and the excess soil will be removed from the area and disposed at an approved facility. Once the caissons are in place, the new poles will be installed inside of them and backfilled using liquid concrete. The area of soil disturbance would be limited to approximately 10 feet around the pole, as well as a general 25-foot temporary work area around the pole for the staging and operation of construction vehicles and equipment.

Sixteen of the new anchors (all of the anchors except for Pole 851556E) will be screw anchors, which will be installed by a utility truck which will not require soil excavation. Poles 5015495E, 5015496E, and 5015497E will have three anchors set approximately 10 feet northeast, three anchors set approximately 10 feet to the southwest, one anchor set approximately 20 feet to the northwest, and one anchor set approximately 20 feet to the southeast, of the poles installed. Poles 5015498E, 5015499E, and 5015500E will have three anchors set approximately 10 feet northeast, three anchors set approximately 10 feet to the southwest, one anchor set approximately 20 feet to the northwest, and one anchor set approximately 20 feet to the southeast, of the poles installed. The area of soil disturbance from vehicle operation would be limited to approximately 10 feet around each anchor location. Once each anchor is installed, a steel cable guide wire will attach each anchor to its associated pole. Pole 851556E will have an associated plate anchor installed approximately 10 feet southeast of the pole, which will require a 10-foot-deep by two-foot-wide hole be dug to facilitate its

installation. Once the anchor is in place, the hole will be backfilled with the native soil and the anchor will be attached to the pole with a guy wire. No vegetation trimming or removal is anticipated, yet crews will traverse through scale broom habitat along the overland travel route. All Project areas will be remediated to pre-Project conditions once all Project activities associated the Round Springs Canyon Segment are completed.

The Project is anticipated to be completed during periods of dry weather coinciding when flows within the Cuyama River are not saturating the Project areas. The Project is expected to be completed within approximately 31 workdays.

The Project locations, including where pole and caisson operations, access, and staging will occur will hereafter be referred to as “Project areas.” The activities described in this Agreement will hereafter be referred to as “Project activities.”

**Equipment**

Project equipment both the Cuyama River Segment and Round Springs Canyon Segment includes steel-tracked excavators pickup trucks, auger trucks, bucket trucks, helicopters, cement trucks, pneumatic hand tools, gas powered hand tools, and human powered hand tools. All Project areas will be accessed by combination of overland truck and tracked-vehicle travel from unpaved, unnamed roads that stem from State Route 33 (see Figure 3 through Figure 4c). Staging of equipment and materials will occur within the Cuyama River at each Project area (see Figure 3 through Figure 4c).

## PROJECT IMPACTS

Existing fish, wildlife, and plant resources the Project could substantially adversely affect include, but are not limited to:
**Amphibians/Reptiles**: California legless lizard (*Anniella pulchra*), coastal whiptail (*Aspidoscelis tigris stejnegeri*), coast horned, blunt-nosed leopard lizard (*Gambelia sila*), lizard (*Phrynosoma blainvillii*);

**Birds**: long-eared owl (*Asio otus*), Cooper's hawk (*Astur cooperii*), Cooper's hawk (*Accipiter cooperii*), sharp-shinned hawk (*Accipiter striatus*), Western burrowing owl (*Athene cunicularia hypugaea*), golden eagle (Aquila chrysaetos), Swainson's hawk (*Buteo swainsoni*), Ferruginous hawk (*Buteo regalis*), Costa's hummingbird (*Calypte costae*), white-tailed kite (*Elanus leucurus*), loggerhead shrike (*Lanius ludovicianus*), Lawrence's goldfinch (*Spinus lawrencei*);barn owl (*Tyto alba*);

**Invertebrates**: monarch (*Danaus plexippus plexippus* pop. 1), Kern primrose sphinx moth (*Euproserpinus euterpe*);

**Mammals**: bobcat (*Lynx rufus*), Tulare grasshopper mouse (*Onychomys torridus tularensis*), San Joaquin pocket mouse (*Perognathus inornatus*), mountain lion (*Puma concolor*), American badger (*Taxidea taxus*), San Joaquin kit fox (*Vulpes macrotis mutica*);

**Plants**: Mt. Pinos onion (*Allium howellii var. clokeyi*), California jewelflower (*Caulanthus californicus*), Lemmon's jewelflower (*Caulanthus lemmonii*), Mt. Pinos larkspur (*Delphinium parryi ssp. purpureum*), recurved larkspur (*Delphinium recurvatum*), Hoover's eriastrum (*Eriastrum hooveri*), Kern mallow (*Eremalche parryi ssp. kernensis*), elegant buckwheat (*Eriogonum elegans*), inland gilia (*Gilia interior*), Cuyama gilia (*Gilia latiflora ssp. cuyamensis*), alkali goldfields (*Lasthenia ferrisiae*), pale-yellow layia (*Layia heterotricha*), fragile pygmy daisey (*Pentachaeta fragilis*), San Joaquin bluecurls (*Trichostema ovatum*).

Natural Communities: big sagebrush, mulefat thickets, sandbar willow thickets, scalebroom shrubland alliance, and Tucker oak chapparal.

The adverse effects the Project could have on the fish, wildlife, and plant resources identified above include: increased channel erosion during construction; loss or decline of riparian habitat; disruption to nesting birds and other wildlife; increased perch habitat for raptors; increased predation rates, 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; 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 1.472-acre of temporary impacts and 0.002-acre of permanent impacts to the Cuyama River channel. The Cuyama River Segment will

result in 0.685-acre of temporary, and 0.001-acre of permanent impacts to the Cuyama River. The Round Springs Canyon Segment will result in 0.787-acre of temporary impacts, and 0.001-acre of permanent impacts to the Cuyama River. This combined 1.474-acre area of impacts currently holds and supports habitat associated with the Project consisting of scale broom scrub, Sandbar willow thickets, and unvegetated riverbed (Figures 5 through 6c). Site access for the Cuyama River Segment will require traversing approximately 1,685 linear feet within the Cuyama River's riverbed which includes crews accessing the Project areas on vehicle and foot. Site access for the Round Springs Canyon Segment will require traversing approximately 1,340 linear feet within the Cuyama River's riverbed which includes crews accessing the Project areas on vehicle and foot. Site access will not result in substantial changes to the bed, bank, or channel of, or require the deposition of materials or order to facilitate access within, the Cuyama River. The Project will require trampling and crushing of herbaceous and subshrub vegetation. Activities contributing to the temporary impacts of the Project include vegetation disturbance associated construction, aerial disturbance, crew operations within vegetated stream habitat, excavation, spoils management, and remediation of Project areas. Activities contributed to the permanent impacts of the Project include installation of plate and screw anchors, installation of utility poles, and installation of concrete-filled steel caissons.

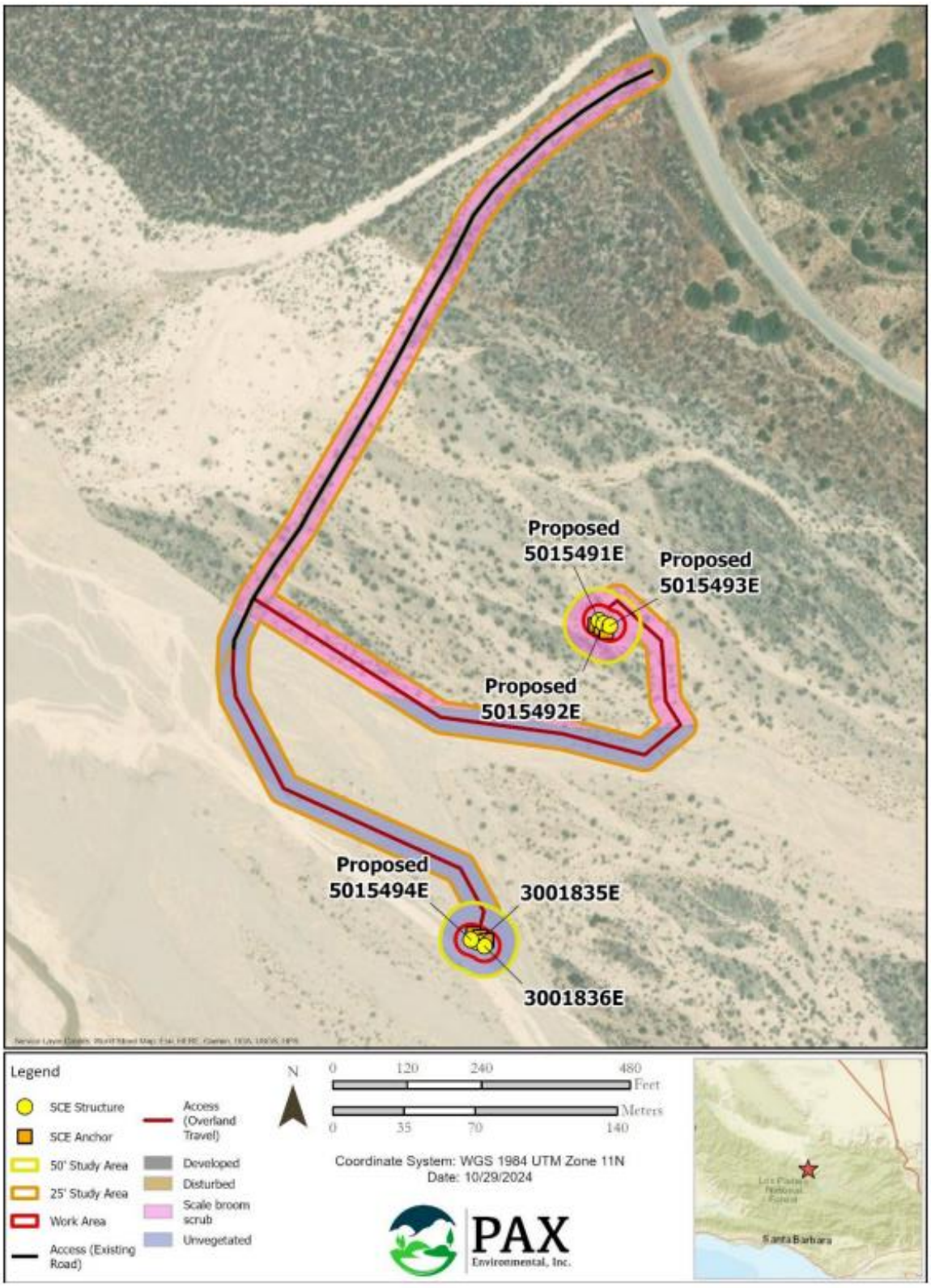


**Figure 5.** Vegetation map of the Multi TD Cuyama and Round Springs Canyon Project Cuyama River Segment (Pax Environmental, Inc., 2024).

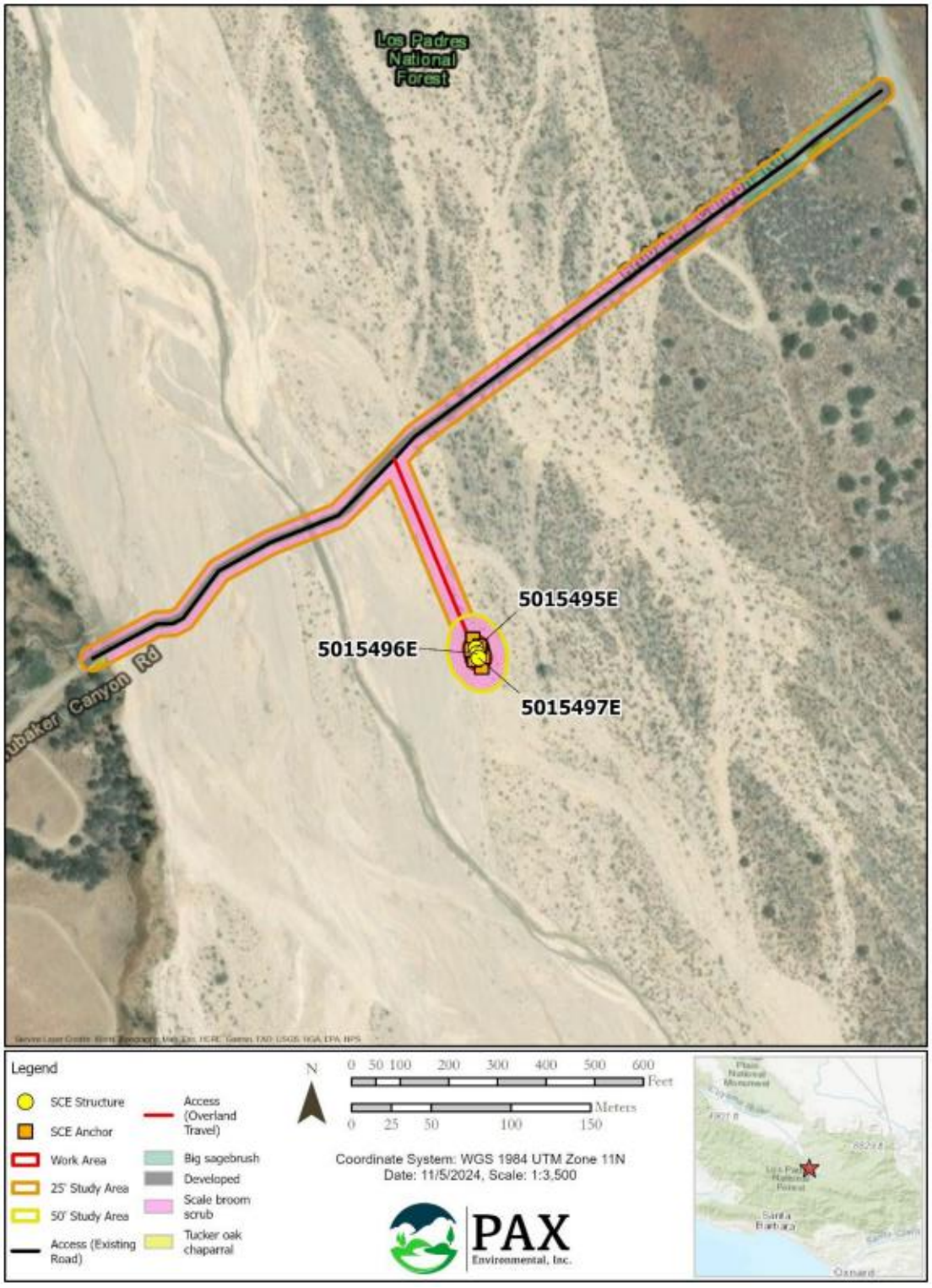


**Figure 6a.** Vegetation map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

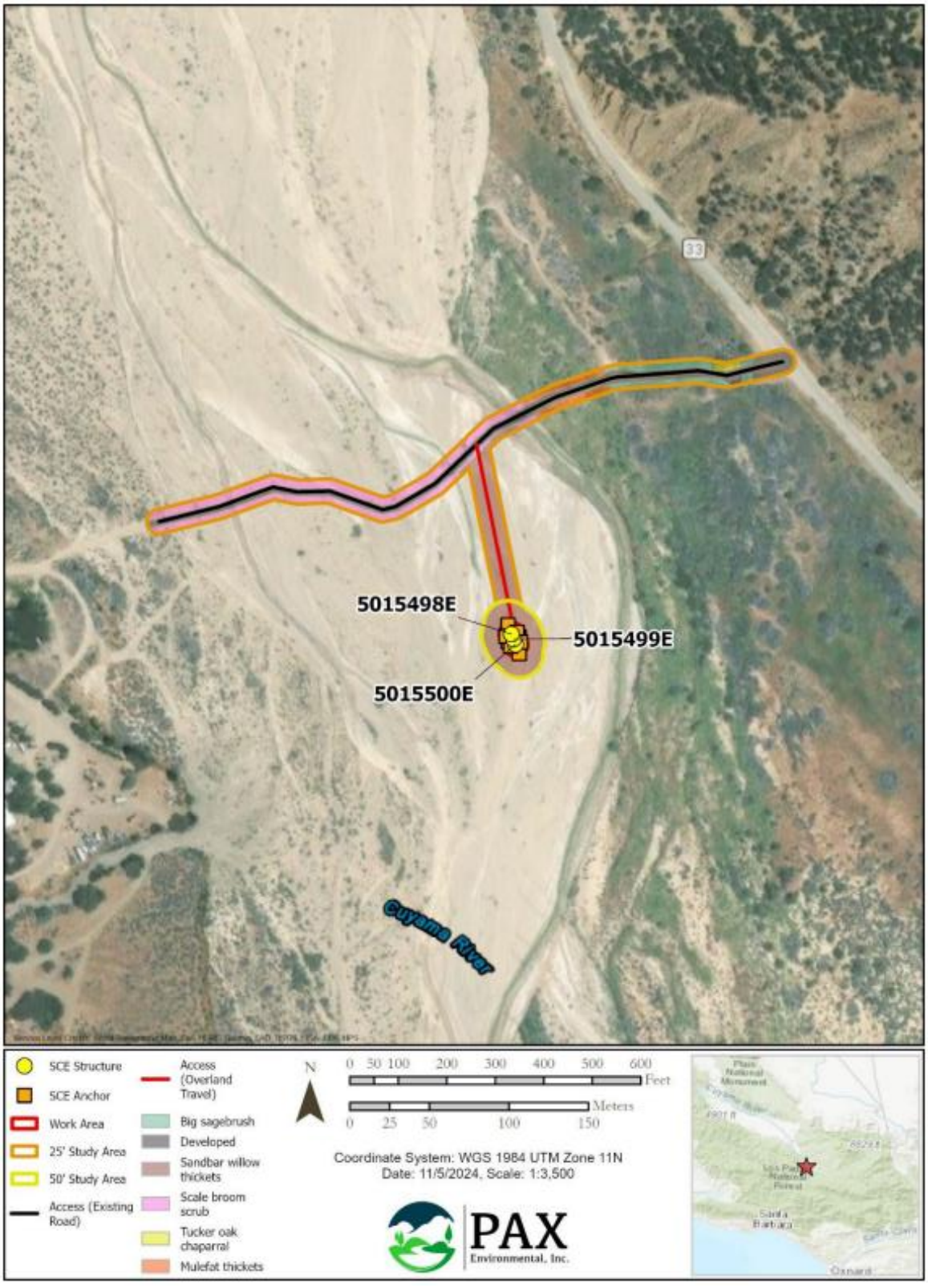


**Figure 6b.** Vegetation map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

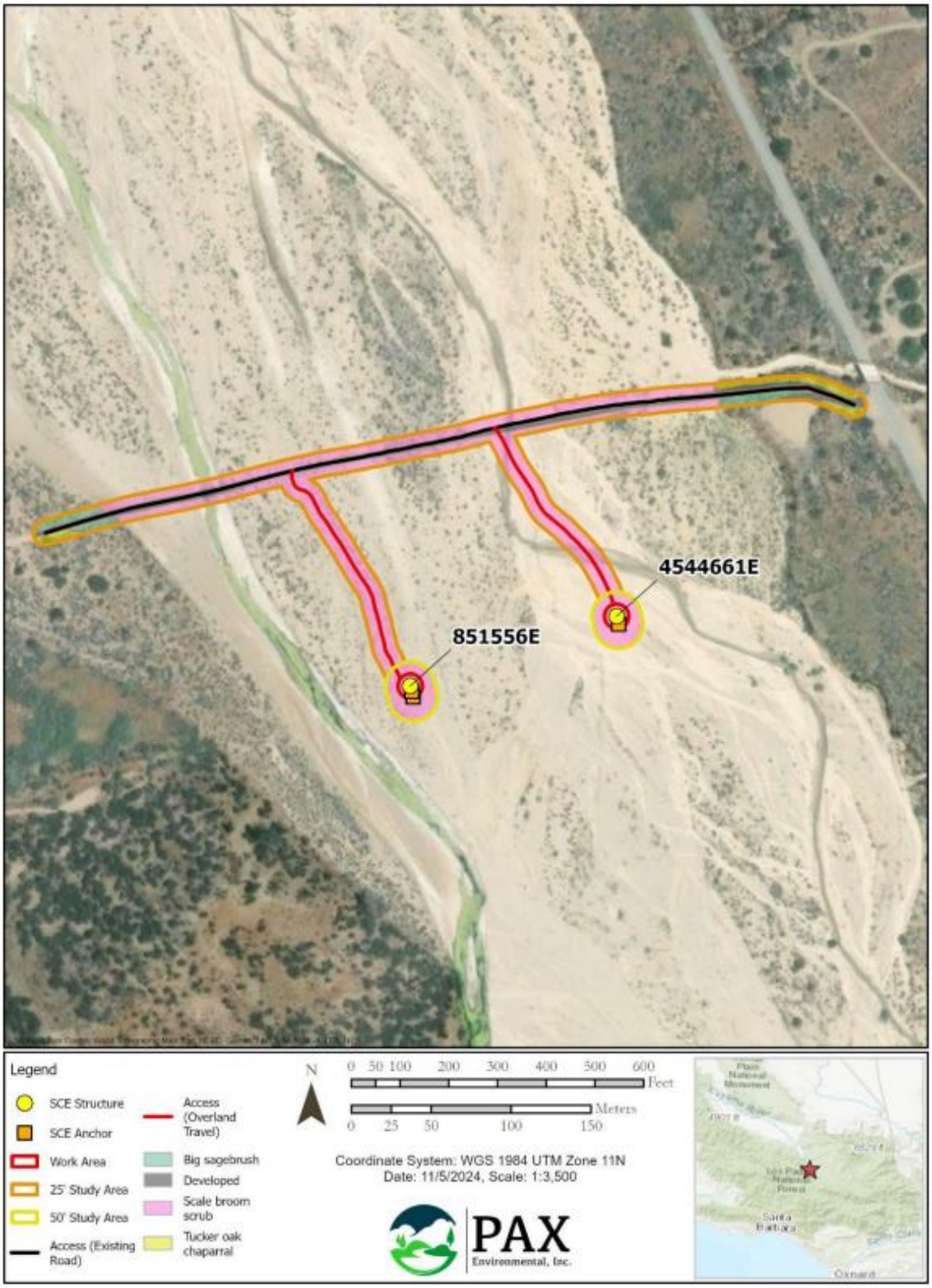


**Figure 6c.** Vegetation map of the Multi TD Cuyama and Round Springs Canyon Project Round Springs Canyon Segment (Pax Environmental, Inc., 2024).

## 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 section 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 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 a 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 Wetted Stream Channel Limitations. Absent written preauthorization from CDFW, Permittee is prohibited from working within areas of flowing or standing water. In addition, this Agreement does not authorize temporary dams, obstructions, or stream diversions. Permittee may propose the use of crossing materials (e.g., plating or plywood) to cross the Cuyama River at latitude 34.730634, and longitude -119.395979 to CDFW for review and written approval. Proposed use of crossing materials shall include dimensions of materials requested to be used, material type, and time frames on how long crossing materials are expected to remain in the Cuyama River. If Permittee determines the use of crossing materials is necessary to complete the Project, the proposed use of such material shall be **provided to CDFW immediately upon determination**.

2.2 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 low flow

with no standing water at the pole installation and/or partial removal locations. Permittee shall monitor the National Weather Service 72-hour forecast[1] for the Project areas' 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 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 at least 48 hours (i.e., less than 25-percent of rain for 48-consectutive-hours, for which any 24-hour period thereof holds less than 0.25 inches of rain) post-rain events occurs.

2.3 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. Resumes shall include previous working history in species monitoring, including years and days spent performing monitoring activities on each referenced project. 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.

2.3.1 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 areas; 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 areas; 6) when needed, have obtained the proper handling

[1] http://www.nws.noaa.gov

authorization documentation. Surveying experience for any Designated Biologist seeking approval to survey for blunt-nosed leopard lizard (BNLL) following the Survey Protocol for the Blunt-nosed Leopard Lizard[2] are as follows:

2.3.1.1 BNLL Level 1 Surveyor: Surveyor has demonstrated the ability to distinguish BNLL from other common lizard species that may inhabit the Project areas.

2.3.1.2 BNLL Level 2 Surveyor: Surveyor has demonstrated the ability to distinguish BNLL from other common lizard species that may inhabit the Project areas, and has participated in at least 50 survey days for BNLL (or 25 survey days and a BNLL identification course recognized by/acceptable to CDFW). Surveyor has made at least one confirmed field sighting of a BNLL. Confirmed field sighting of BNLL must be posted to, and available on, CNDDB, and must be provided to CDFW for review as part of this Agreement.

2.3.2 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 handling authorization documentation.

2.4 Responsibility of Designated Biologist(s) and Biological Monitor(s). 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. 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.

2.5 Authority of Designated Biologist(s) and Biological Monitor(s). To ensure compliance with the measures of this Agreement, any 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 a 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

[2] https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=174900&inline

construction and **notify the appropriate agencies immediately**. Unless authorized by CDFW, Designated Biologists and/or Biological Monitors shall not have the authority to handle any special-status species. Handling of common species is regulated in Fish and Game Code as applicable.

2.6 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.

2.7 Reporting Observations to CNDDB. Permittee shall be responsible for reporting all observations of CNDDB tracked resources (e.g., special-status species and sensitive natural communities) to CDFW immediately and to CNDDB **within five days of the observation**, **discovery, analysis, or other such moment of detection**, via the CNDDB online reporting form[3]. 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 CNDDB tracked species such as those identified in, but not limited to, the Project Impacts section of this Agreement.

2.8 Incidental Take Permit. Permittee may elect to obtain an Incidental Take Permit (ITP) from CDFW if the 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.

2.9 Environmental Education Program/Materials. Educational materials produced by a 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,

[3] https://wildlife.ca.gov/Data/CNDDB/Submitting-Data

and so forth. The education materials and training shall be presented by a 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 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**

2.10 Pre-Project General Biological Surveying. Permittee shall have a Designated Biologist conduct a pre-Project general biological survey within and adjacent to each Project area within one-week prior to the start of Project activities at each Project area. Pre-Project surveying shall include: 1) general surveying for botanical and wildlife resources; 2) the identification of any special-status species occupied areas (e.g., burrows that could support badger or burrowing owls, etc.; if active, they shall be recorded, monitored for species observations, and mapped); and 3) visual surveying 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 at each Project area**. 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 Project activities at the identified Project area and will **contact CDFW immediately**. If work is delayed for more than seven days, a Designated Biologist shall resurvey the Project area in question prior to the recommencement of Project activities.

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 Impacts section of this Agreement (e.g., California jewelflower, Recurved larkspur, 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[4]. If a special-status plant or population of special-status plants is discovered within any Project area, Permittee shall notify CDFW **within immediately**. 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

[4] https://wildlife.ca.gov/Conservation/Survey-Protocols#377281280-plants

measures to address impacts to special-status plants. Absent take authorization, Permittee shall fully avoid impacts to protected species of plants.

2.12 Kern Primrose Sphynx Moth. If Project activities occur during periods when plant species in the genus *Camissonia* are vegetative and/or flowering, Project areas shall be surveyed for Kern Primrose sphynx moth by a Designated Biologist with experience and knowledge of the species within 2 weeks of Project activities. In addition, the Designated Biologist shall produce a map of any plant species found in the genus *Camissonia* that occur within the Project areas if applicable. Survey results, including map, shall be submitted to CDFW for review **as part of the pre-Project general survey**. If Kern primrose sphynx moth adults, pupae, or caterpillars are observed at any point during surveys or during Project activities, Permittee shall halt all Project activities with the potential to impact Kern primrose sphynx moth and **contact CDFW immediately** for guidance on how to proceed.

2.13 Monarch Butterfly. Project areas shall be surveyed for monarchs by a Designated Biologist with monarch experience and knowledge, and shall include a map of any plant species found in the Apocynaceae family that occur within the Project areas within the appropriate identification period. Survey results shall be submitted to CDFW for review **as part of the pre-Project general survey**. If monarch butterfly adults, pupae, or caterpillars are observed at any point of Project activities, Permittee shall halt all Project activities with the potential to impact monarch butterfly and **contact CDFW immediately** for guidance on how to proceed.

2.14 Special-status Herpetofauna Species. Permittee shall assume presence of special-status herpetofauna species within the Project areas, including, but not limited to California legless lizard species, coast horned lizard, or any other herpetofauna species found on the CDFW Special Animal List[5] with the potential to occur within the Project areas. 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 a 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 special-status herpetofauna species is found during the course of Project activities, the individual(s) shall first be allowed to leave the Project area of occurrence under its own volition. If a special-status herpetofauna species that is not a protected species will not or cannot leave the Project area, , then a Designated Biologist may relocate said individuals to areas containing appropriate habitat that are beyond

[5] https://wildlife.ca.gov/Data/CNDDB/Plants-and-Animals

any Project area by a reasonable distance that will ensure any relocated individuals will not easily reenter any 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.

2.14.1 Blunt-nosed Leopard Lizard (BNLL). The Project areas are within potential habitat for BNLL. Permittee shall avoid rodent burrows (e.g., ground squirrel burrows, other wildlife burrows, etc.) by a minimum 50-foot no-disturbance buffer. A Designated Biologist shall be present during the course of Project activities[6]. All activity shall halt if a blunt-nosed leopard lizard is detected in or within 50 feet of the work area, until any BNLL leaves under its own volition. Protocol level surveys following the Survey Protocol for the Blunt-nosed Leopard Lizard[7] during the appropriate time of the year, prior to disturbance, to detect BNLL presence shall be conducted by a Surveyor Level 2 Designated Biologist with accompanying Surveyor Level 1 Designated Biologists, during the active season preceding any Project activity at any Project area. Permittee shall submit survey results **at least seven days prior to the start of Project activities at each Project area**. If a blunt-nosed leopard lizard is found at any time, Project activities shall not commence or shall immediately cease (whichever applies), and Permittee shall **immediately contact CDFW** for guidance on how to proceed. Permittee shall not proceed with Project activities at any Project area without first receiving written approval, and guidance on how to proceed from CDFW.

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

[6] https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=174900&inline
[7] https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=174900&inline

31 to avoid impacts to breeding/nesting birds, unless prior written CDFW approval has been provided.

2.16.2 Pre-construction Nesting Bird Surveying. A Designated Biologist shall survey for nesting birds at the appropriate time, during appropriate weather conditions within and adjacent to the Project areas noted in Table 1. One survey, at minimum, shall occur within 72 hours prior to the commencement of Project activities at each Project area. Surveying 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 surveying 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, a Designated Biologist shall establish a disturbance-free buffer until additional surveys can be completed, or until the location can be inferred based on observations. A 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, a 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. A 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, a 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, a 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. A 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 a Designated Biologist determines that Project activities may be causing an adverse reaction, a Designated Biologist shall adjust the buffer accordingly.

2.16.4 Reporting. A 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.

2.16.5 Helicopter Use. Permittee shall ensure helicopter use does not result in impacts to nesting birds. Helicopter use shall be avoided until nestlings have fledged if said use of helicopters has the potential to impact active nests located within, or within the proximity of, Project areas.

2.17 Golden Eagle. A 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 golden eagles. 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 any golden eagles are observed over the course of Project activities, work shall not commence or continue until any observed golden eagles move from the area under their own volition beyond the area of influence of project activities as determined by a Designated Biologist. CDFW shall be notified of any golden eagle observations within 1,000 feet of the work area. All observations of golden eagles **shall be reported to CDFW immediately** to ensure compliance with the fully protected status of this species.

2.18 Swainson's Hawk. A 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 Swainson's hawk. 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 Swainson's hawk are observed during the course of Project activities, work shall not commence or continue until any observed individuals move from the area under their own volition beyond the area of influence of project activities as determined by a Designated Biologist. CDFW shall be notified of any Swainson's hawk observations within, or within 1,000 feet of, any Project area. All observations of Swainson's hawk **shall be reported to CDFW immediately**.

2.19 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, 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.).

2.19.1 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.

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

2.19.3 Approval of Avoidance Buffers. Permittee may elect to consult the 2012 Staff Report on Burrowing Owl Mitigation[8] 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.

2.19.4 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 areas with posted signs demarking 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 areas. Permittee shall remove and properly dispose of all materials used for delineation immediately upon completion of the Project.

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

2.20 White-tailed Kite. A Designated Biologist shall survey the proposed work area and adjacent areas during the course of nesting bird surveys as required in this

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

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 any white-tailed kite are observed during the course of Project activities, work shall not commence or continue until any observed individuals move from the area under their own volition. CDFW shall be notified of any white-tailed kite observations within, or within 1,000 feet of, any Project area. All observations of white-tailed kite **shall be reported to CDFW immediately**.

2.21 American Badger. A Designated Biologist shall conduct a focused survey for American badger burrows occurring within the Project footprint prior to Project activities **as part of the pre-Project general survey**. 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, or an alternative amount of surveying time proposed by a Designated Biologist to CDFW for review and written approval. 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 that are active. As an alternative and only after the burrow has been determined to be unoccupied, shall the burrow be excavated or temporarily blocked, as needed, under the direction of a Designated Biologist.

2.22 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, otherwise documented, etc.) 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.

2.23 San Joaquin Kitfox (SJKF). The Project areas are within potential habitat for SJKF. Prior to the start of Project activities at each Project area, a Designated Biologist with expertise in SJKF shall survey the entirety of said Project area, and a 500-foot-radius around said Project area, for presence of SJKF or potential SJKF burrows (dens). Surveys shall occur no less than 14 days and no more than 30 days prior to the planned commencement of Project activities. Permittee shall

follow all requirements in the USFWS Standardized Recommendations for the Protection of the Endangered San Joaquin Kit Fox Prior to or During Ground Disturbance[9]. Survey reporting shall be submitted to CDFW **within seven days of completing each survey for each Project area**. A Designated Biologist shall be present at each Project area during the course all Project activities to monitor for SJKF, both individuals or sign thereof. If SJKF are observed on or within the 500-foot-radius buffer of this Agreement, all Project activities shall cease, until a Designated Biologist confirms that the individual(s) leaves under its own volition. Permittee shall **contact CDFW immediately if SJKF is observed**.

If SJKF dens are found during surveying, they shall be avoided by the following distances: potential, or atypical den, as defined by USFWS = 50 feet; known den as defined by USFWS = 100 feet; natal or pupping den as defined by USFWS = 500 feet. During surveying, dens must be treated as known dens unless sign associated with natal/pupping activity or behavior is observed. If an occupied SJKF pupping den is subsequently discovered, Permittee shall immediately stop all Project activities at the Project area(s) of the observation and **contact CDFW immediately** for written approval to recommence Project activities at the Project area(s) of the observation. Permittee shall not conduct Project activities within the stated buffers for known dens found in this Agreement without first contacting CDFW, and receiving written approval. Permittee acknowledges that a finalized ITP is required for Project activities that have the potential to result in take of SJKF.

2.24 Common Fish and Wildlife Species. To avoid impacts to any common fish and wildlife species (i.e., those without special-status designations), 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 common fish and wildlife species. Any common 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 common species to move them to a nearby safe location within nearby refugium, or said species shall be allowed to leave Project areas under their own volition in accordance with Fish and Game Code. Capture methods may include hand, dip net, lizard lasso, snake tongs, and snake hook. If a common species are discovered, or is caught in, any pits, ditches, or other types of excavated areas, a Designated Biologist shall release said species into the most suitable habitat nearest to the site of capture outside of the Project areas.

**Habitat Protection**

2.25 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

[9] https://www.fws.gov/sites/default/files/documents/survey-protocols-for-the-san-joaquin-kit-fox.pdf

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, a 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.

2.26 Abandonment in Place. Permittee shall ensure all below ground pole and caisson segments slated to be abandoned in place are cut to a minimum of three feet below grade prior to being reburied with native soil.

2.27 Demobilization Plan. Permittee shall prepare and submit a Demobilization Plan for CDFW concurrence at least **15 days prior to commencement of Project activities**. The Demobilization Plan shall include how the preparation and 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.

2.28 Demarcate Work Area Boundary. Prior to the commencement of Project activities, Permittee and 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. 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.

2.29 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[10] for the purposes of this Agreement.

**Erosion Control, Turbidity, and Siltation**

2.30 Salvage of Top Soils. 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

[10] https://aa.usno.navy.mil/data/index

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.

2.31 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 **at least 30 days prior to commencement of Project activities**. 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.

2.32 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project areas to reduce erosion potential, both during and following Project activities.

2.33 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. Non-welded weaves reduce entanglement risks to wildlife by allowing animals to push through the weave, which expands when spread.

2.34 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 it could impact aquatic or riparian vegetation. 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, vehicle tracks, or other work trails to control erosion to avoid rills and ruts.

2.35 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.

## Equipment and Access

2.36 Vehicle Chaperoning. 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 the Project areas including the access route and staging areas. A Designated Biologist or Biological Monitor shall halt vehicle traffic if wildlife is observed and could be threatened by vehicle traffic until the species in question has moved, or been moved, in accordance with the Agreement. Special-status plants shall be avoided.

2.37 Cleaning of Vehicles and Heavy Equipment. Prior to engaging in project activities, vehicles and all equipment shall be washed (including wheels, undercarriages, and bumpers) before entering Project areas. Vehicles shall be cleaned at existing construction yards or legally operating car washes. Permittee shall document that all vehicles have been washed prior to commencing project work. In addition, tools such as chainsaws, hand clippers, pruners, etc. shall be washed before and after entering Project areas. All washing shall take place where rinse water is collected and disposed of in either a sanitary sewer or landfill, unless otherwise approved by CDFW. A written daily log shall be kept for all vehicle/equipment/tool washing that has occurred. Logs shall be available to CDFW for inspection upon request.

2.38 Vehicle Access. Vehicles shall not be driven through, or in, wetted areas without written preauthorization from CDFW. Use of crossing materials to assist in vehicles crossing the Cuyama River at latitude 34.730634, and longitude -119.395979, shall follow Measure 2.1.

2.39 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 aquatic life or fish and wildlife species.

2.40 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.

2.41 Pollution Prevention. Stationary equipment such as motors, pumps, and generators, 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 booms, 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 that has the potential enter these areas under any flow.

2.42 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**

2.43 Use of Cementitious Products. Any use of cementitious products (e.g., concrete, grout, mortar, cement weatherproofing, poured cement, etc.) shall adhere to the following:

2.43.1 Usage Period. The pouring or use of cementitious products shall only be performed between June 15 to September 30. Permittee shall request written concurrence from CDFW for variance from this seasonal work period for the use of cementitious products as needed. Any requested variance shall include estimated dates of completion. Permittee shall not request said variance if any rain whatsoever is forecasted during the period of application.

2.43.2 Water Quality. 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.

2.43.3 Curing. Unsealed structures shall be allowed to cure (dry) for at least 28 days before flows are reintroduced. To shorten the curing period, Permittee may use a non-toxic product that includes a 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. Curing compounds shall not be used.

2.43.4 Washout and Washdown Water Management. 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.

2.44 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.

2.45 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.

2.46 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 (i.e., wildlife proof) that contain all food, food scraps, food wrappers, beverages, and other miscellaneous trash generated by work force personnel.

2.47 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**

2.48 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[11], including propagules thereof, back into any 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.

2.49 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 website[12]. BMPs for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website[13]. Other invasive species information can be found at CDFW's Invasive Species Program webpage[14].

2.50 Decontamination of Handheld or Small Equipment. Permittee shall decontaminate all tools, waders, boots, and other equipment that will enter areas subject to Fish

[11] http://www.cal-ipc.org/ip/prevention/index.php
[12] http://www.cal-ipc.org/ip/prevention/index.php
[13] http://www.protectyourwaters.net/
[14] https://wildlife.ca.gov/Conservation/Invasives

and Game Code section 1602 and make contact with water or wetted soils prior to entering and after exiting any Project areas. 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. Permittee shall inspect all vehicles, tools, waders, 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.

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 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 any Project areas.

2.51 Decontamination Sites. Permittee shall perform decontamination of vehicles, 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.

2.52 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[15]. 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. Restoration Measures

Permittee shall compensate for the adverse impacts to 1.472-acre of temporary impacts, and 0.002-acre of permanent impacts, to the stream bed, bank, and channel areas of the Cuyama River that cannot be avoided or minimized. Permittee shall

[15] https://wildlife.ca.gov/Conservation/Invasives/Report

compensate for the permanent and temporary impacts of the Project by implementing Measure 3.1, and either Measure 3.2 or Measure 3.3, and each measure thereafter.

3.1 Habitat Restoration On-site. Permittee shall restore the immediate 50-foot diameter work areas around each pole (i.e., those surrounding the six pole locations at the Cuyama River Segment, and those surrounding the seven pole locations at the Round Springs Canyon Segment), and the immediate 10-foot diameter work areas around each anchor (i.e., those surrounding the six anchor locations at the Cuyama River Segment, and those surrounding the 17 anchor locations at the Round Springs Canyon Segment). Restoration efforts shall include at a minimum: recontouring and blading any disturbed soils to their previous grades and plane as applicable, returning top soils 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 restoration efforts upon completion and provide them to CDFW via email within 60-days of completing the Project in accordance with final construction reporting of this Agreement. Permittee shall not restore the associated access routes and access areas associated with the Project.

3.2 Compensating for Permanent Impacts – Litter Removal. **Prior to the start of Project activities**, Permittee shall remove at least 100 square feet of illegally dumped litter within the Santa Maria River watershed to compensate for impacts associated with the Project. Litter removal shall be completed prior to starting Project activities. Permittee shall provide a report to CDFW via email showing the locations of litter removal and photographs documenting the litter removal effort prior to starting Project activities.

3.3 Alternative Compensation – Volunteerism or Funding. As an alternative to conducting litter removal (Measure 3.2), Permittee may either:

3.3.1 Volunteer one staff members to attend a volunteer day with Los Padres Forestwatch's Forest Steward Program[16], or another similar CDFW-approved volunteer opportunity within in the Santa Maria watershed that provides habitat restoration, stewardship, or conservation work in the Santa Maria River watershed; or

3.3.2 Provide $1,500.00 funding (estimated cost of one staff member at prevailing wages and benefits for eight hours of labor) to Los Padres Forestwatch[17] or another CDFW-approved environmental organization with a demonstrated history of habitat restoration, stewardship, or conservation work in the Santa Maria River watershed.

If Permittee elects to conduct either alternative option, documentation of the volunteer participation or proof of funding shall be **submitted to CDFW by email within six months of the completion of Project activities**.

[16] https://forestwatch.org/get-involved/volunteer-with-forestwatch/
[17] https://forestwatch.org/get-involved/donate-now/

## 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-57669-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 (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 Project 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 restoration 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[18]. Electronic versions of reports and GIS shapefiles shall be submitted through EPIMS[19].

## 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

[18] http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf
[19] https://wildlife.ca.gov/Conservation/Environmental-Review/EPIMS

SCE Wetlands
Southern California Edison
EPIMS-VEN-57669-R5
Multi TD Cuyama and Round Springs Canyon Project
Wetlands@sce.com and CC Victoria.Parsons@SCE.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-VEN-57669-R5
Multi TD Cuyama and Round Springs Canyon 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[20].

## TERM

This Agreement shall expire on June 20, 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

[20] 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)[21] | Species/Resource(s) |
|---|---|---|
| | | |
| | | |
| | | |
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| | | |
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| | | |
| | | |
| | | |
| | | |

[21] 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.

**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[22]: | |

## SECTION 4. SPECIES AND RESOURCE EXPERIENCE – SUMMARY

| |
|---|
| 4.8 LSA Agreement/ITP Special-status Species & Other Sensitive Resources |
| ***4.9*** *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* |

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

| *LSA Agreement/ITP for which the biologist is requesting approval.* [23] *If more space is needed, add rows to this table. Provide details in Section 5.* | | | | |
|---|---|---|---|---|
| **Species or Resource** | **Number of Field Seasons & Hours, Life Stages Observed** *Provide Project details in Section 5* | **Life History Knowledge** *Describe formal workshops & training with dates, or informal training details* | **CDFW SCP, MOU, & USFWS 10a1a Authorization Number & Authorized Activities** *This form does not fulfill SCP, MOU, & USFWS 10a1a reporting requirements* | |
| Insert Species or Resource 1 | Field seasons:<br>Hours:<br>Life Stages: | | | Issued to:<br>Expiration:<br>Agency contact: |
| Insert Species or Resource 2 | Field seasons:<br>Hours:<br>Life Stages: | | | Issued to:<br>Expiration:<br>Agency contact: |
| Insert Species or Resource 3 | Field seasons:<br>Hours:<br>Life Stages: | | | Issued to:<br>Expiration:<br>Agency contact: |
| Insert Species or Resource 4 | Field seasons:<br>Hours:<br>Life Stages: | | | Issued to:<br>Expiration:<br>Agency contact: |

[23] 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)[24]:** | |
| **Survey Type(s)[25]:** | | **Construction Monitoring[26]**: | Days:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>Reported to CNDDB[27] (Y/N): | **Company Name, Professional Reference Name, Phone, Email:** | |
| **If not 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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>Reported to | **Company Name, Professional Reference Name, Phone, Email:** | |

[24] 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."
[25] For example, pre-construction survey or description of the protocol or guideline followed.
[26] Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).
[27] CNDDB 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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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 3 Name & Location:** | | **Project Start & End Dates:** | |
| **LSA Agreement, ITP, or Other Agency Permit Number:** | | **Role(s):** | |
| **Survey Type(s):** | | **Construction Monitoring:** | Days:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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 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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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 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:<br>Number Observed:<br>Number Handled:<br>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 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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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:<br>Activities: |
| **Species Life Stages Observed & Handled,** | Life Stage:<br>Number Observed: | **Company Name, Professional** | |

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|---|---|---|---|
| **Number of Each:** | Number Handled:<br>Reported to CNDDB (Y/N): | **Reference Name, Phone, Email:** | |
| **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:<br>Activities: |
| **Species Life Stages Observed & Handled, Number of Each:** | Life Stage:<br>Number Observed:<br>Number Handled:<br>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:** | | | |

# EXHIBIT B

## CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

## PROTECTION MEASURE REPORTING PLAN (PMRP)

**STREAMBED ALTERATION AGREEMENT No.:** **EPIMS-VEN-57669-R5**

**PERMITTEE:** **Southern California Edison**

**PROJECT:** **Multi TD Cuyama and Round Springs Canyon 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. | | | |
| 2.1 | Wetted Stream Channel Limitations | Notify CDFW immediately upon determination of need by Permittee. | | | |
| 2.3 | Designated Biologists and Biological Monitors | At least 15 days prior to initiating surveys within the Project areas. | | | |
| 2.5 | Authority of Designated Biologists and Biological Monitors | Notify CDFW immediately upon discovery of Agreement noncompliance. | | | |
| 2.7 | Reporting Observations to CNDDB | Within five days of species detection. | | | |
| 2.9 | Environmental Education Program/Materials | Prior to commencing Project activities. | | | |
| 2.10 | Pre-Work General Biological Surveys | No later than 48 hours prior to the start of Project activities. | | | |
| 2.10 | Pre-Work General Biological Surveys | Notify CDFW immediately if new special-status species are found. | | | |

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| 2.11 | Special-status Plants | Within two weeks of survey completion and prior to Project activities | | | |
| 2.11 | Special-status Plants | Notify CCDFW immediately upon detection. | | | |
| 2.12 | Kern Primrose Sphynx Moth | Survey as part of the pre-Project general surveys. | | | |
| 2.12 | Kern Primrose Sphynx Moth | Notify CDFW immediately upon detection. | | | |
| 2.13 | Monarch Butterfly | Survey as part of the pre-Project general surveys. | | | |
| 2.13 | Monarch Butterfly | Notify CDFW immediately upon detection. | | | |
| 2.14.1 | Blunt-nosed Leopard Lizard | Survey results delivered at least seven days prior to the start of Project activities at each Project area. | | | |
| 2.14.1 | Blunt-nosed Leopard Lizard | Notify CDFW immediately upon detection. | | | |
| 2.16.2 | Pre-construction Nesting Bird Surveying | Survey results provided within 24 hours of completing surveys. | | | |
| 2.17 | Golden Eagle | Survey results provided to CDFW as part of nesting bird survey results. | | | |
| 2.17 | Golden Eagle | Notify CDFW immediately upon detection. | | | |
| 2.18 | Swainson’s Hawk | Survey results provided to CDFW as part of nesting bird survey results. | | | |
| 2.18 | Swainson’s Hawk | Notify CDFW immediately upon detection. | | | |

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| 2.19.1 | Western Burrowing Owl | No later than 72 hours prior to the start of Project activities. | | | |
| 2.19.2 | Consultation with CDFW (Western Burrowing Owl) | Notify CDFW immediately upon detection. | | | |
| 2.20 | White-tailed Kite | Survey results provided to CDFW as part of nesting bird survey results. | | | |
| 2.20 | White-tailed Kite | Notify CDFW immediately upon detection. | | | |
| 2.21 | American Badger | Survey as part of the pre-Project general surveys. | | | |
| 2.21 | American Badger | Notify CDFW immediately upon detection. | | | |
| 2.22 | Bobcat and Mountain Lion | Notify CDFW immediately upon detection. | | | |
| 2.23 | San Joaquin Kitfox (SJKF) | Survey results delivered to CDFW within seven days of completing each survey. | | | |
| 2.23 | San Joaquin Kitfox (SJKF) | Notify CDFW immediately upon detection. | | | |
| 2.27 | Demobilization Plan | Submit to CDFW 15 days prior to commencement of Project activities. | | | |
| 2.31 | Synthetic Geotextile Fabric | Submit to CDFW 30 days prior to commencement of Project activities. | | | |
| 2.43.1 | Usage Period (Cementitious Products) | Submit request to CDFW upon discovery of need. | | | |

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| 3.2 | Compensating for Permanent Impacts – Litter Removal | Prior to the start of Project activities. | | | |
| 4.2 | Notification Prior to Start and End of Work | At least five business days prior to initiation of Project activities. | | | |
| During Construction | | | | | |
| 1.3 | Notification of Conflicting Provisions | Upon determination or discovery by Permittee. | | | |
| 2.1 | Wetted Stream Channel Limitations | Notify CDFW immediately upon determination of need by Permittee. | | | |
| 2.11 | Special-status Plants | Immediately upon discovery. | | | |
| 2.12 | Kern Primrose Sphynx Moth | Notify CDFW immediately upon discovery. | | | |
| 2.13 | Monarch Butterfly | Notify CCDFW immediately upon discovery. | | | |
| 2.16.4 | Reporting (Nesting Birds) | Summary reports of nesting birds provided to CDFW no less than once weekly. | | | |
| 2.17 | Golden Eagle | Notify CDFW immediately upon detection. | | | |
| 2.18 | Swainson's Hawk | Notify CCDFW immediately upon discovery. | | | |
| 2.19.2 | Consultation with CDFW (Western Burrowing Owl) | Notify CDFW immediately upon detection. | | | |
| 2.20 | White-tailed Kite | Notify CDFW immediately upon detection. | | | |
| 2.21 | American Badger | Notify CDFW immediately upon detection. | | | |

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| 2.22 | Bobcat and Mountain Lion | Notify CDFW immediately upon detection. | | | |
| 2.43.1 | Usage Period (Cementitious Products) | Submit request to CDFW upon discovery of need. | | | |
| 2.47 | Spill Cleanup and Containment | Notify CDFW immediately upon spill. | | | |
| 2.52 | Notification of Invasive Species | Notify CDFW immediately upon detection. | | | |
| Post Construction | | | | | |
| 3.3 | Alternative Compensation – Volunteerism or Funding | (If selected) Submitted to CDFW by email within six months of the completion of Project activities. | | | |
| 4.2 | Notification Prior to Start and End of Work | At least five business days prior to the estimated completion of work. | | | |
| 4.3 | Final Construction Report | Delivered to CDFW no later than 60 days after the end of construction activities. | | | |