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

STREAMBED ALTERATION AGREEMENT
EPIMS-VEN-56908-R5
LAKE ELEANOR CREEK, TRIBUTARY TO POTRERO VALLEY CREEK

WARNETTA LOGAN, SCE WETLANDS GROUP
SOUTHERN CALIFORNIA EDISON
TD2222411 WESTLAKE BLVD ELEANOR DETERIORATED POLE REPLACEMENT 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 Warnetta Logan of the SCE Wetlands group.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on April 5, 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 TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project is located on Lake Eleanor Creek below Lake Eleanor, a tributary to Potrero Valley Creek, in Thousand Oaks, State of California. The project's center coordinate can be found at latitude 34.13875, and longitude -118.85009. The project location and its access route occurs within Assessor Parcel Number 695-0-220-085. A regional map of the project area and project location is included as Figure 1.

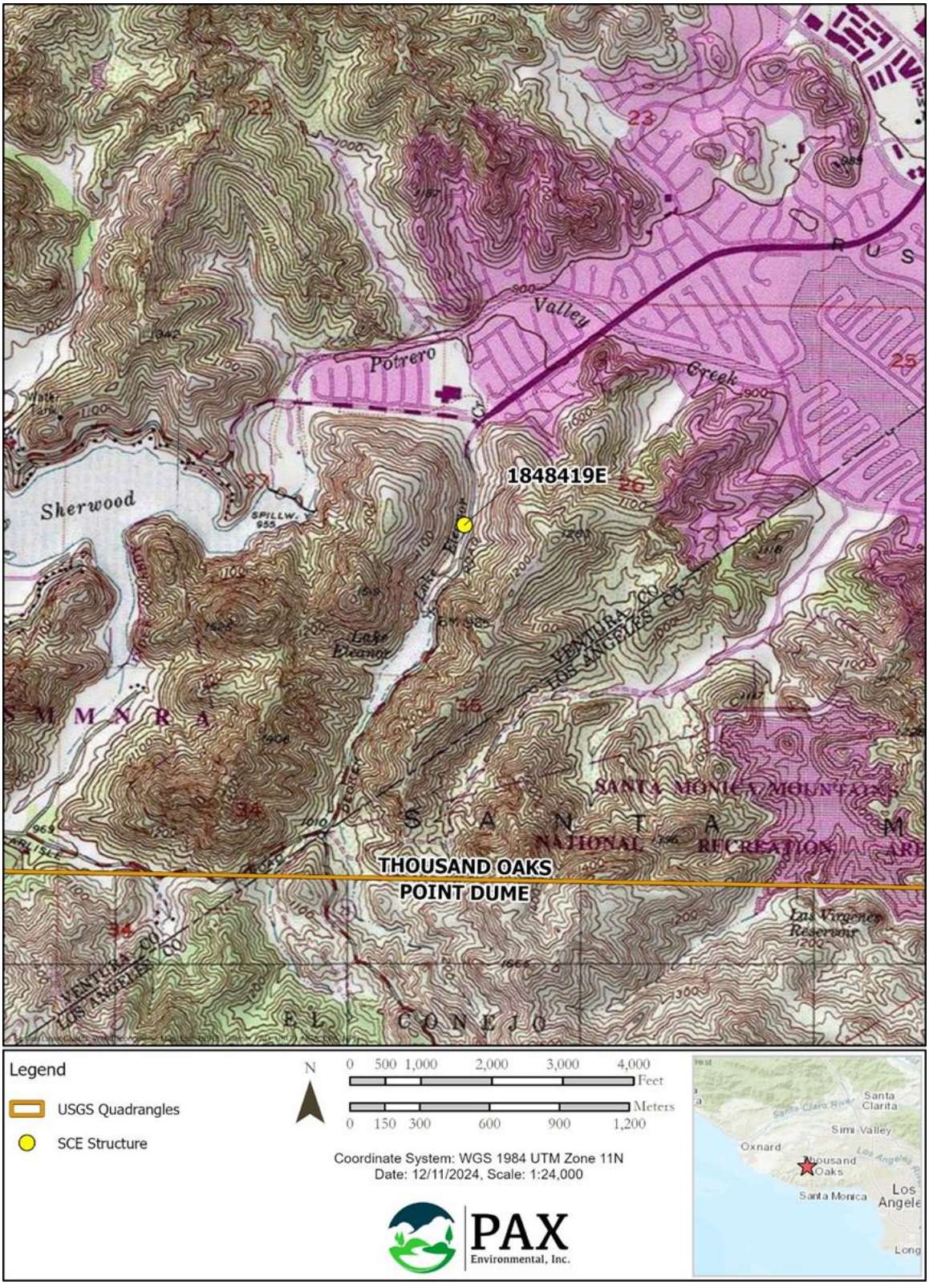


Figure 1. Regional map of the TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project (Pax Environmental, Inc., 2025).

PROJECT DESCRIPTION

The TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project (Project) consists of the removal and replacement of Pole 1848419E, and the installation of an associated corrugated steel caisson. The activities covered by this Agreement include vegetation trimming and trampling to facilitate access; soil disturbance to create temporary staging and work areas; the removal of Pole 1848419E; the installation of a corrugated steel caisson; the replacement of Pole 1848419E with a new wooden utility pole; the placement of clean fill gravel; and associated activities described in further detail below. The Project also includes the restoration of areas subject to Fish and Game Code section 1600 et seq. impacted by the activities covered under this Agreement.

Pole 1848419E is located approximately 50 feet west of State route 23 - Westlake Boulevard (see Figure 2). Trucks and personnel vehicles will park on the road shoulder, while a hand crew trims vegetation to allow for vehicle access to Pole 1848419E's location. Two California sycamore trees will have their canopies trimmed by five-percent for safety and access reasons to facilitate the replacement of Pole 1848419, in addition to trimming vegetation in a ten-foot-radius around the pole to create a temporary work area. A vacuum truck will then be operated to excavate an approximate three-foot-wide by 17-foot-deep hole using an attached water jet auger and suction hose. A utility truck using a crane attachment will place a 20-foot-long, by three-foot-wide corrugated steel caisson into the excavated hole in a manner that leaves the remaining three feet of the caisson above grade. A new wooden pole will then be placed within the caisson. The void remaining between the pole and caisson will be backfilled with clean gravel. Upon completion of the pole and anchor removal activities, all Project areas will be restored to pre-Project conditions.

The Project is anticipated to be completed during periods of dry weather coinciding with the absence of flows within Lake Eleanor Creek. The Project is expected to be completed within approximately five workdays.

The Project locations, including where the anchor replacement 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 for the replacement of Pole 1848419E includes hand-operated tools, gas and pneumatic powered hand tools, vacuum trucks, cranes, utility trucks, and personnel vehicles. Staging of equipment and materials will occur on the road shoulder of State Route 23 – Westlake Boulevard, in addition to within the temporary work area surrounding Pole 1848419E (see Figure 2).

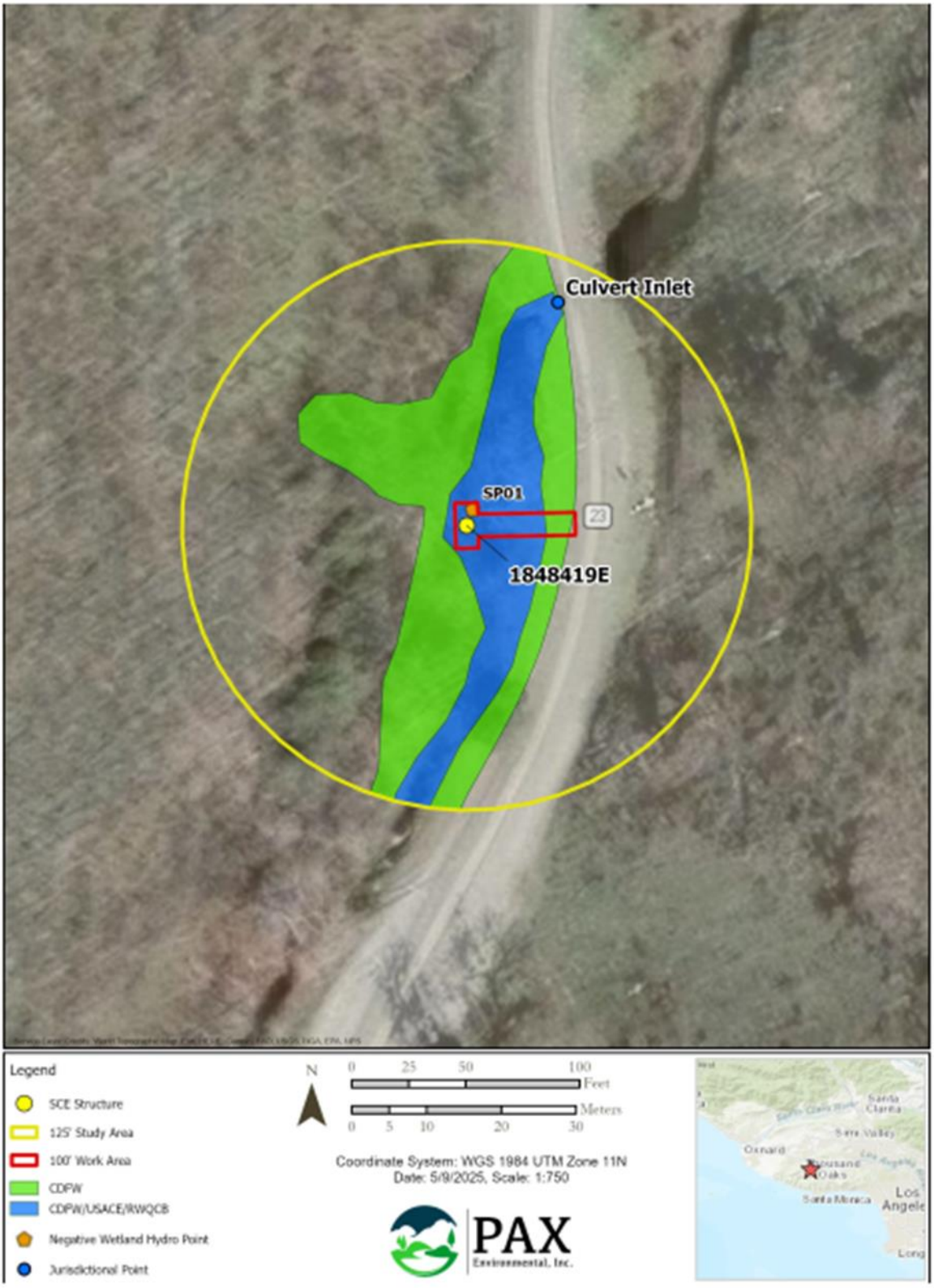


Figure 2. Project areas map of the TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project (Pax Environmental, Inc., 2025).

PROJECT IMPACTS

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

Amphibians/Reptiles: southwestern pond turtle (*Actinemys pallida*), California legless lizard (*Anniella spp.*), coastal whiptail (*Aspidoscelis tigris stejnegeri*);

Birds: sharp-shinned hawk (*Accipiter striatus*), southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), golden eagle (*Aquila chrysaetos*), Cooper's hawk (*Astur cooperii*), Costa's hummingbird (*Calypte costae*), white-tailed kite (*Elanus leucurus*), merlin (*Falco columbarius*), peregrine falcon (*Falco peregrinus*), bald eagle (*Haliaeetus leucocephalus*), yellow-breasted chat (*Icteria virens*), loggerhead shrike (*Lanius ludovicianus*), yellow warbler (*Setophaga petechia*);

Invertebrates: Crotch's bumble bee (*Bombus crotchii*), monarch butterfly (*Danaus plexippus plexippus* pop. 1);

Mammals: hoary bat (*Lasiurus cinereus*), western red bat (*Lasiurus frantzii*), bobcat (*Lynx rufus*), Yuma myotis (*Myotis yumanesis*), San Diego desert woodrat (*Neotoma lepida intermedia*), mountain lion - southern and central coastal California evolutionarily significant units (*Puma concolor*), American badger (*Taxidea taxus*);

Plants: Braunton's milk-vetch (*Astragalus brauntonii*), Plummer's mariposa-lily (*Calochortus plummerae*), dune larkspur (*Delphinium parryi ssp. blochmaniae*), Agoura hills dudleya (*Dudleya cymosa ssp. agourensis*), marcescent dudleya (*Dudleya cymose ssp. marcescens*), Santa Monica dudleya (*Dudleya cymosa ssp. ovatifolia*), wand woollystar (*Eriastrum virgatum*), Conejo buckwheat (*Eriogonum crocatum*), California black walnut (*Juglans californica*), white-veined monardella (*Monardella hypoleuca ssp. hypoleuca*), Lyon's pentachaeta (*Pentachaeta lyonii*), Hubby's phacelia (*Phacelia hubbyi*), and Nuttall's scrub oak (*Quercus Dumosa*).

The substantial adverse effects the Project could have on the fish or wildlife resources identified above include: loss of channel stability during construction; increased channel erosion during construction; disturbance to soil layers including compaction; loss or decline of riparian habitat; disruption to nesting birds and other wildlife; construction pits and trenches that can capture terrestrial organisms; colonization of invasive species; direct mortality of and/or harm to individuals and populations; disturbance and/or disruption of individuals and populations; unintended ignition of vegetation; and Project-related discharge of sediment and other materials hazardous to fish, wildlife, and plant resources, and the habitats on which they depend.

Project activities will result in less than three square feet (<0.001-acre) of permanent impacts and 0.014-acre of temporary impacts to Lake Eleanor Creek. This 0.014-acre area temporarily impacted by Project activities, consists of 0.012-acre of California sycamore woodlands, and 0.002-acre of disturbed vegetation (these impact activities can be seen collectively in Figure 3). Site access will require traversing approximately

55 feet linear of Lake Eleanor Creek's bed, banks, and channel, which includes crews accessing the Project location via vehicle and on foot. Project activities will result in vegetation disturbance, including crushing and trampling of herbaceous and subshrub vegetation during the creation of access and temporary work areas, in addition to disturbance occurring during equipment operation. Vegetation disturbance will also include the trimming of two California sycamore trees (one tree of 38-inch diameter at breast height, and one tree of 45-inch diameter at breast eight) for five-percent of their canopies. Project activities contributing to the temporary impacts of the Project include access, vehicle and hand crew operations within vegetated stream habitat, excavation, pole debris removal, pole installation, and Project area restoration. Project activities contributing to the permeant impacts of the Project include the installation of a corrugated steel caisson and placement of fill gravel.

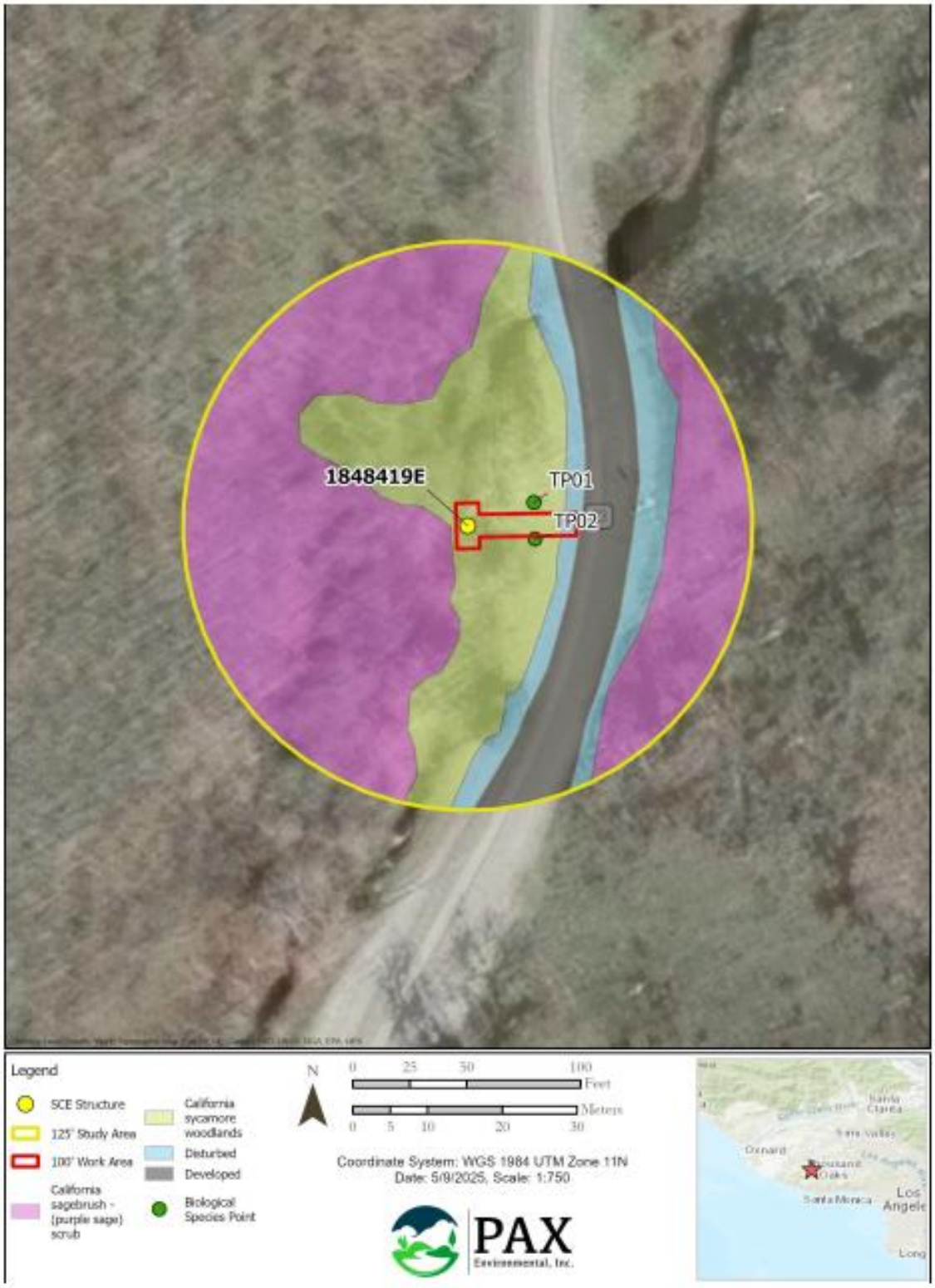


Figure 3. Vegetation map of the TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project (Pax Environmental, Inc., 2025).

MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

1. Administrative Measures

Permittee shall meet each administrative requirement described below.

1.1 Documentation at Project Areas. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related Notification materials and California Environmental Quality Act (CEQA) documents, if any, always readily available at the Project areas at all times and shall be presented to CDFW personnel, or personnel from another state, federal, or local agency upon request.

1.2 Providing Agreement to Persons at Project Areas. Permittee shall provide copies of the Agreement and any extensions and amendments to the Agreement to all persons who will be working on the Project at the Project areas on behalf of Permittee, including but not limited to contractors, subcontractors, inspectors, and monitors.

1.3 Notification of Conflicting Provisions. Permittee shall notify CDFW if Permittee determines or learns that a provision in the Agreement might conflict with a provision imposed on the Project by another local, state, or federal agency. In that event, CDFW shall contact Permittee to resolve any conflict.

1.4 Project Areas Entry. Permittee agrees that CDFW personnel may enter the Project areas at any time to verify compliance with the Agreement.

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

1.6 Notification Requirements. CDFW requires that Permittee: 1) immediately contact CDFW in writing if monitoring reveals that any of the protective measures were not implemented or if it anticipates that measures will not be implemented within the time period specified; or 2) immediately contact CDFW if any of the protective measures are not providing the level of protection that is appropriate for the impact that is occurring. Permittee shall provide recommendations, if any, for alternative protective measures. Permittee shall report any violations or non-compliance of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, to the CDFW contact identified below within 24 hours of the violation or non-compliance occurring.

1.7 Compliance. CDFW may, at its sole discretion, review relevant documents maintained by Permittee, interview Permittee's employees and agents, inspect the Project areas, and take other actions to assess compliance with, or effectiveness

of, the protective measures in this Agreement. CDFW shall verify compliance with the protective measures of this Agreement to ensure the accuracy of Permittee's restoration efforts, monitoring, and reporting efforts.

1.8 Agreed Work Activities. The activities identified in the above Project description constitute the limit of activities agreed to and resolved by this Agreement. The signing of this Agreement does not imply that Permittee is precluded from doing other activities within the streams identified within the Project areas. However, activities not specifically agreed to and resolved by this Agreement may be subject to a separate notification.

1.9 No Trespass. To the extent that any provisions of this Agreement provide for activities that require Permittee to traverse another owner's property, such provisions are agreed to with the understanding that Permittee possesses the legal right to 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. 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

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 no flow with no standing water. 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

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

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-inch 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 Biologist(s). 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; and 6) when needed, have obtained the proper handling authorization documentation.

2.3.2 Biological Monitor(s). 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 areas; 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 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 the California Natural Diversity Database (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[2]. 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

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

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 (USFWS) 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, 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 Survey. Permittee shall have a Designated Biologist conduct a pre-Project general biological survey within and adjacent to the Project areas within one-week prior to the start of Project activities. Pre-Project surveying shall include: 1) general surveying for fish, wildlife, and plant resources; 2) the identification of any special-status species occupied areas (e.g., woodrat middens, burrows that could support badger, etc., if active, they should 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**. If any special-status species for which species protection measures are not specified within this Agreement are observed during the surveys, Permittee shall not commence with work activities and will **contact CDFW immediately**. If work is delayed for more than seven days, a Designated Biologist shall resurvey the Project areas prior to restart 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 Impact section of this Agreement (e.g., Lyon's pentachaeta, Plummer's mariposa-lily, Ojai navarretia, etc.), locally rare plants, and any other species ranked by CNPS with the potential to occur in the Project areas, prior to the planned commencement of Project activities, during their appropriate identification period, and in accordance with the CDFW Protocols for Surveying and Evaluating Impacts to Special-Status Native Plant Populations and Natural Communities[3]. If a special-status plant or population of special-status plants is discovered on site, Permittee **shall notify CDFW immediately**. In addition, survey results shall be provided to CDFW **within two weeks of survey completion and prior to Project activities.** No activities with the potential to impact special-status plants shall occur until CDFW is notified and provides further direction and written concurrence for those activities to begin. CDFW reserves the right to require additional avoidance and minimization measures to address impacts to special-status plants. Absent take authorization, Permittee shall fully avoid impacts to protected species of plants.

2.12 Crotch's Bumble Bee. The Project occurs within potential Crotch's bumble bee habitat. This Agreement does not authorize take of Crotch's bumble bee as defined by Fish and Game Code section 86. To avoid take of overwintering bees, ground disturbance activities shall be avoided from November 1 to January 31. Additionally, a Designated Biologist shall survey using methods that would not cause take prior to the commencement of Project activities. Survey methodology shall be provided to CDFW for review and concurrence prior to Permittee conducting surveys. Methodology can follow either portions of the Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species[4] that do not constitute take, or an equally comprehensive survey methodology as developed by Permittee in coordination with a Designated Biologist. Permittee shall submit Crotch's bumble bee survey results to CDFW **within five days of the completion of the survey, and prior to the start of Project activities**. Survey results shall include identification and mapping of all potential nesting habitats, including but not limited to: rodent burrows, thatched/bunched grass, brush piles, rock piles, and fallen logs. If Crotch's bumble bee and/or nests are detected during surveys or at any time during the course of Project activities, Permittee shall halt Project activities immediately and contact CDFW for written approval prior to recommencing Project activities. If a nest is

[3] https://wildlife.ca.gov/Conservation/Survey-Protocols#377281280-plants
[4] https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline

found, Permittee shall maintain a minimum 50-foot no-disturbance buffer around the nest.

If Crotch's bumble bee are unearthed during Project ground-disturbing activity, Permittee shall immediately halt all Project activities and **contact CDFW immediately** to report the incident along with the coordinates, habitat features, and substrate. Permittee shall not resume Project activities prior to receiving written approval from CDFW for recommencement.

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 southwestern pond turtle, coastal whiptail, or California legless lizard species, or any other herpetofauna species found on the CDFW Special Animal List[5]. 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 areas under its own volition. If a special-status herpetofauna species will not or cannot leave the Project areas, and is not a protected species, then a Designated Biologist may relocate said individuals to areas containing appropriate habitat that are beyond the Project areas by a reasonable distance that will ensure any relocated individuals will not easily reenter the Project areas in accordance with this Agreement, and in contact with CDFW. All observed and/or relocated individuals shall be reported in accordance with this Agreement.

2.15 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

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

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

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

2.16.1 Seasonal Window for Vegetation Removal. Permittee shall not remove or otherwise disturb vegetation on the Project areas from February 1 to October 31 to avoid impacts to breeding/nesting birds, unless prior written CDFW approval has been provided.

2.16.2 Pre-construction Nesting Bird Surveying. A Designated Biologist shall survey for nesting birds at the appropriate time and during appropriate weather conditions within and adjacent to the Project areas. One survey, at minimum, shall occur within 72 hours prior to Project activities. 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.

2.17 Bald Eagle, Golden Eagle, 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 Agreement for any potential roost or nesting areas that could be utilized by bald eagle, golden eagle, and/or 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 bald eagle, golden eagle, and/or white-tailed kite are observed during the course of Project activities, work shall not commence or continue until any observed bald eagle, golden eagle, and/or white-tailed kite individuals voluntarily move from the area. CDFW shall be notified of any bald eagle, golden eagle, and white-tailed kite observations within 1,000 feet of the work area and all observations **shall be reported to CDFW immediately**.

2.18 American Badger. A Designated Biologist shall conduct a focused survey for American badger setts 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 sett where they may disturb American badger, and said

sett(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, activity level of setts, 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 setts that are active. As an alternative and only after the sett has been determined to be unoccupied, shall the sett be excavated or temporarily blocked, as needed, under the direction of a Designated Biologist.

2.19 Bats. **Within 30 days prior to scheduled work activities**, a Designated Biologist shall conduct a daytime preliminary field survey for potential bat habitat or signs of bat presence in areas within and adjacent to the Project areas prior to the commencement of Project activities. Survey results including a map of confirmed locations of bat roosts shall be provided to CDFW **within 24 hours of survey**. If bat habitat exists or bat habitat is present within or within 500 feet of the Project areas, a Designated Biologist shall develop a Bat Management Plan, which includes the following measures.

2.19.1 Bat Protection Buffer. The Permittee shall implement at least a 500-foot no-work buffer around bat roosts, and a Designated Biologist shall monitor the area for sensitivity to Project activities. If bats roosts appear to be disturbed, the Project activities shall immediately stop. The Permittee shall contact CDFW for additional measures and receive approval prior to resuming Project activities. If avoidance requirements of the 500-foot no-work buffer around bat roosts cannot be met, Permittee may propose an alternative buffer for CDFW concurrence.

2.19.2 Vegetation Removal and Trimming. To avoid impacting bats roosting in trees (e.g., in cavities or under loose bark), vegetation shall be surveyed prior to removal or trimming. Trees and/or structures determined to be maternity roosts shall be left in place until the end of maternity season (March 1 to September 30) or until Designated Biologist verifies no pregnant females and young in the non-volant stage are present. It is preferable to slowly push any tree/structure down under an operator's control using heavy machinery rather than felling it. In order to ensure the optimum warning for any roosting bats that may still be present, the tree/structure should be pushed lightly two to three times, with a pause of approximately 30 seconds between each nudge to allow bats to become active. The tree/structure should then be pushed to the ground slowly and should remain in place until it is inspected by a Designated Biologist. A period of at least 24 hours shall elapse prior to chipping or mulching to allow bats the additional opportunity to escape.

2.19.3 Injured Bats. If any injured bats are discovered at Project areas or surrounding vicinity and a Designated Biologist determines that the injuries are a result of Project activities, then a Designated Biologist shall immediately

transport bats to a CDFW-approved wildlife rehabilitation or veterinary facility. CDFW **shall be contacted within 24 hours** by email. Permittee shall identify an appropriate wildlife care facility prior to impacting potential bat roosting habitat. Permittee shall bear any costs associated with the care or treatment of such injured bats. A Designated Biologist shall capture injured bats by hand capture or methods approved by CDFW. Permittee shall not use mist nets or harp traps as capture techniques. A Designated Biologist shall place captured bats in individual holding bags. A Designated Biologist shall place the holding bags inside a large plastic cooler on a stable surface away from Project construction and repairs to prevent tipping or other disturbance to the cooler. The cooler is intended to maintain a steady temperature for the bats, as well as to protect them from injury from debris, being stepped on, or any other external threat. The cooler shall not be completely closed to prevent suffocation of the bats inside the cooler.

2.20 Bobcat and Mountain Lion. 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.

2.21 San Diego Desert Woodrat. Permittee shall protect woodrat middens found within the Project areas utilizing buffers deemed sufficient to avoid impacts to the species as determined by a Designated Biologist. Buffer demarcation shall use post and rope fencing and be installed prior to Project activities. If construction must occur where middens are located, a Designated Biologist shall create three artificial middens for every one midden removed. Artificial middens shall be constructed prior to removing the original middens. New middens shall be constructed in suitable habitat no further than 300 feet from the original location using native material stacked horizontally in areas under shady canopy and upslope of seasonal drainages. New middens shall be placed at least 25 feet from other middens. A Designated Biologist shall direct the deconstruction of the original midden by hand to allow inhabitants to escape unharmed. Midden removal shall occur between September 1 and November 30. Material from the original midden shall then be placed adjacent to the newly created middens. Permittee shall submit a woodrat midden relocation report to CDFW **within two months after implementation**. The report shall include a map, photos of existing and created midden locations, and any pertinent information on the process and/or its success.

2.22 Fossorial Mammal Burrows. If fossorial mammal burrows (e.g., ground squirrel burrows, other wildlife burrows, etc.) are found within the Project footprint, Permittee shall completely avoid burrows. As an alternative, a Designated Biologist shall inspect said burrows to ensure they are free of fish and wildlife species if they are slated to be impacted (e.g., covered with cut vegetation or spoils, collapsed, compacted, etc.) by Project activities. If a Designated Biologist cannot confirm if a burrow is free of fish and wildlife species but presumes they are unused, a Designated Biologist shall oversee the excavation of such burrows by hand until deemed clear of fish and wildlife species prior to being impacted by Project activities. At no time shall power tools or heavy equipment be used to excavate areas where burrows are found until said burrows are deemed clear of, and free of, fish and wildlife species by a Designated Biologist. Permittee shall **immediately contact** CDFW if burrows are actively occupied by fish and wildlife species, and said burrows shall not be impacted until Permittee receives written concurrence from CDFW.

2.23 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 areas during ground disturbance, vegetation clearing, debris removal, or other Project activities that have the potential to impact fish and wildlife resources to monitor for the presence of common fish and wildlife species. Any common fish and wildlife individuals found shall not be harassed and shall be allowed to leave any Project areas unharmed under their own volition. If needed, a Designated Biologist 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

2.24 Open Trenches. Any open trenches, pits, or holes with a depth of larger than one-foot shall be covered at the conclusion of work each day with a hard, non-heat conductive material (e.g., plywood). Netting, canvas, or material capable of trapping or ensnaring wildlife shall not be used to cover open trenches. If use of a hard cover is not feasible, multiple wildlife escape ramps shall be installed, constructed of wood, or installed as an earthen slope in each open trench, hole, or pit that is capable of allowing large (e.g., deer and coyote) and small (e.g., frogs and snakes) wildlife to escape on their own volition. Prior to the initiation of Project activities each day and prior to the covering of the trench at the conclusion of work each day, 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.

2.25 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.

2.26 Hours of Operation and Lighting. Permittee shall terminate all Project activities covered under this Agreement 30 minutes before sunset and shall not resume until 30 minutes after sunrise. Permittee shall use the sunrise and sunset times established by the Astronomical Application Department[6] for the purposes of this Agreement.

Erosion Control, Turbidity, and Siltation

2.27 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 contamination. Upon completion of Project activities, stored top soils shall be returned and spread over areas of disturbance to encourage revegetation of the Project areas.

2.28 Synthetic Geotextile Fabric. Permittee may request the 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.

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

2.30 Erosion Control Materials. Permittee shall prohibit the use of erosion control materials potentially harmful to fish and wildlife species, such as those that contain

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

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.

2.31 Sediment and Runoff Control. Spoil storage sites shall not be located within areas subject to Fish and Game Code section 1600 et seq., or where 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.

2.32 Post Storm Event Inspection. After any storm event, Permittee shall inspect all Project areas scheduled to recommence Project activities and/or continue construction to ensure compliance with this Agreement and to ensure the effectiveness of erosion control measures taken to prevent the transport of sediments from the Project areas. Inspections shall be recorded in all applicable reporting of this Agreement. Corrective action for erosion and sediment transport shall be taken as needed.

Equipment and Access

2.33 Vehicle/Equipment Access. Vehicles and equipment shall not be operated in wetted areas (including but not limited to ponded, flowing, or wetland areas).

2.34 Vehicle/Equipment 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.

2.35 Clean Equipment Prior to Entering Project Areas. All handheld equipment, vehicles, and/or heavy equipment that will be operated within Project areas shall be cleaned of materials deleterious to fish and wildlife including grease, soil, and other debris, prior to entering Project areas. Cleaning of equipment shall take place outside of areas subject to Fish and Game Code section 1600 et seq.

2.36 Pollution Prevention. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to areas subject to Fish and Game Code section 1600 et seq., shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak. Clean up equipment such as extra boom, absorbent pads, skimmers, shall be on

site prior to the start of Project activities. No equipment maintenance shall be done within or near any areas subject to Fish and Game Code section 1600 et seq., where petroleum products or other pollutants from the equipment that has the potential enter these areas under any flow.

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

Deleterious Materials

2.38 Hazardous Materials. Debris, soil, silt, bark, slash, sawdust, rubbish, creosote-treated wood, raw cement/concrete or washings thereof, asphalt, paint or other coating material, oil or other petroleum products, or any other substances which could be hazardous or deleterious to aquatic life, wildlife, or riparian habitat resulting from Project activities shall be prevented from contaminating the soil and/or entering the waters of the state.

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

2.40 Pick Up Debris. Permittee shall remove all human generated debris, such as, broken concrete, construction waste, garbage, and trash within, or where they may enter areas subject to Fish and Game Code section 1600 et seq. Permittee shall pick up all debris and waste daily during Project activities. Permittee shall install and use fully covered trash receptacles with secure lids (i.e., wildlife proof) that contain all food, food scraps, food wrappers, beverages, and other miscellaneous trash generated by work force personnel.

2.41 Spill Cleanup and Containment. Permittee shall begin the cleanup of all spills immediately to prevent the downstream migration of any hazardous or deleterious materials. **CDFW shall be notified immediately** by Permittee of any spills and shall be consulted regarding any ongoing cleanup procedures.

Pesticide and Invasive Species

2.42 Remove Invasive Vegetation by Hand. Invasive plant species shall be removed by hand or by hand-operated power tools rather than by chemical means. This Agreement does not authorize the use of pesticide application within Project areas. All invasive and/or non-native plant material removed shall be disposed of in a manner that does not promote the spread of invasive plants[7], including propagules

[7] http://www.cal-ipc.org/ip/prevention/index.php

thereof, back into the Project areas, or any other area subject to Fish and Game Code sections including, but not limited to, 1602, 5650, and 5652. Permittee may elect to consult with CDFW regarding managing vegetation through hand and/or mechanical methods and means.

2.43 Invasive Species. Permittee shall conduct Project activities in a manner that prevents the introduction, transfer, and spread of invasive species, including plants, animals, and microbes (e.g., algae, fungi, parasites, bacteria, etc.), from one Project areas and/or watershed to another. Prevention best management practices (BMPs) and guidelines for invasive plants can be found on the California Invasive Plant Council's website[8]. BMPs for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website[9]. Other invasive species information can be found at CDFW's Invasive Species Program webpage[10].

2.44 Decontamination of Handheld or Small Equipment. Permittee shall decontaminate all tools, waders, boots, and other equipment that will enter areas subject to Fish and Game Code section 1602 and make contact with water or wetted soils prior to entering and after exiting the 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

[8] http://www.cal-ipc.org/ip/prevention/index.php
[9] http://www.protectyourwaters.net/
[10] https://wildlife.ca.gov/Conservation/Invasives

decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the Project areas.

2.45 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.

2.46 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[11]. 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 0.014-acre of temporary impacts, and less than three square feet of permanent impacts, to stream bed, bank, and channel of Lake Eleanor Creek that cannot be avoided or minimized. Permittee shall compensate for the permanent and temporary impacts of the Project by implementing Measure 3.1.

3.1 Habitat Restoration On-site. Permittee shall restore on site no less than 0.014-acre of streambed that will be temporarily disturbed during construction to pre-Project or better conditions immediately following completion of Project activities. Restoration efforts shall include at a minimum: recontouring and blading any disturbed soils to their previous grades and plane as applicable, returning topsoil 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 in accordance with the final construction reporting of this Agreement.

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-56908-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**

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

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 (see Exhibit B), with notes showing the current implementation status and date of completion of each protective measure.

4.3 Final Construction Report. Permittee shall provide a Final Construction Report to CDFW **no later than 60 days after the end of construction activities** (i.e., completion of the Project). The Final Construction Report at a minimum shall contain: 1) pre-Project and post-Project photographs, including a map indicating the areas and direction for each photo point; 2) a map showing total amount of area impacted post-Project including staging and access areas within areas subject to Fish and Game Code section 1600 et seq.; 3) as-built designs; 4) biological survey notes including those recorded during construction monitoring; 5) an overview of site 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[12]. Electronic versions of reports and GIS shapefiles shall be submitted through EPIMS[13].

CONTACT INFORMATION

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

To Permittee:

Warnetta Logan
SCE Wetlands Group
Southern California Edison
EPIMS-VEN-56908-R5
TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project
Wetlands@sce.com and CC Warnetta.Logan@SCE.com

To CDFW:

Department of Fish and Wildlife
South Coast Region
EPIMS-VEN-56908-R5
TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement Project
EPIMS.R5@wildlife.ca.gov and CC Andrew.Chambers@wildlife.ca.gov

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

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 USFWS or National Marine Fisheries Service.

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with other applicable statutes in the Fish and Game

Code including, but not limited to, Fish and Game Code sections 2050 et seq. (threatened and endangered species), section 3503 (bird nests and eggs), section 3503.5 (birds of prey), section 5650 (water pollution), section 5652 (refuse disposal into water), section 5901 (fish passage), section 5937 (sufficient water for fish), and section 5948 (obstruction of stream).

Nothing in the Agreement authorizes Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, to trespass.

AMENDMENT

CDFW may amend the Agreement at any time during its term if CDFW determines the amendment is necessary to protect an existing fish or wildlife resource.

Permittee may amend the Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall 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[14].

TERM

This Agreement shall expire on July 14, 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

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 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.

[14] https://www.wildlife.ca.gov/Conservation/CEQA/Fees

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)[15]	Species/Resource(s)

[15] 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[16]:	

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*

[16] 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.[17] 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: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 2	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 3	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:
Insert Species or Resource 4	Field seasons: Hours: Life Stages:			Issued to: Expiration: Agency contact:

[17] 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)[18]:**	
Survey Type(s)[19]:		**Construction Monitoring[20]**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB[21] (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: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to	**Company Name, Professional Reference Name, Phone, Email:**	

[18] 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."
[19] For example, pre-construction survey or description of the protocol or guideline followed.
[20] Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).
[21] 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: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			
Insert Species or Resource 2			
Project 1 Name & Location:		**Project Start & End Dates:**	
LSA Agreement, ITP, or Other Agency Permit Number:		**Role(s):**	
Survey Type(s):		**Construction Monitoring**:	Days: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			

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

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

Number of Each:	Number Handled: 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: Activities:
Species Life Stages Observed & Handled, Number of Each:	Life Stage: Number Observed: Number Handled: Reported to CNDDB (Y/N):	**Company Name, Professional Reference Name, Phone, Email:**	
If <u>not</u> reported to CNDDB, why:			
CDFW and Other Agency Email:			
Additional Information:			

EXHIBIT B

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

PROTECTION MEASURE REPORTING PLAN (PMRP)

STREAMBED ALTERATION AGREEMENT No.: **EPIMS-VEN-56908-R5**

PERMITTEE: **Southern California Edison**

PROJECT: **TD2222411 Westlake Blvd Eleanor Deteriorated Pole Replacement 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.			
2.3	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.			
2.11	Special-status Plants	Within two weeks of survey completion and prior to Project activities			

2.11	Special-status Plants	Notify CDFW immediately upon detection.			
2.12	Crotch's Bumble Bee	Survey results delivered within five days of completing surveys, and prior to the start of Project activities.			
2.12	Crotch's Bumble Bee	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.			
2.16.2	Pre-construction Nesting Bird Surveying	Survey results provided within 24 hours of completing surveys.			
2.17	Bald Eagle, Golden Eagle, White-tailed Kite	Survey results provided to CDFW as part of nesting bird survey results.			
2.17	Bald Eagle, Golden Eagle, White-tailed Kite	Notify CDFW immediately upon detection.			
2.18	American Badger	Survey as part of the pre-Project general surveys.			
2.18	American Badger	Notify CDFW immediately upon detection.			
2.19	Bats	Survey results provided within 24 hours of completing surveys.			
2.20	Bobcat and Mountain Lion	Notify CDFW immediately upon detection.			

2.22	Fossorial Mammal Burrows	Notify CDFW immediately upon detection of occupied burrows.			
2.28	Synthetic Geotextile Fabric	Submit to CDFW 30 days prior to commencement 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.			
2.11	Special-status Plants	Notify CDFW immediately upon detection.			
2.12	Crotch's Bumble Bee	Notify CDFW immediately upon detection.			
2.13	Monarch Butterfly	Notify CDFW immediately upon detection.			
2.16.4	Reporting (Nesting Birds)	Summary reports of nesting birds provided to CDFW no less than once weekly.			
2.17	Bald Eagle, Golden Eagle, White-tailed Kite	Notify CDFW immediately upon detection.			
2.18	American Badger	Notify CDFW immediately upon detection.			
2.19.3	Injured Bats	CDFW emailed within 24 hours of injury discovery.			
2.20	Bobcat and Mountain Lion	Notify CDFW immediately upon detection.			
2.21	San Diego Desert Woodrat	Relocation report sent to CDFW within two months of			

		implementation.			
2.22	Fossorial Mammal Burrows	Notify CDFW immediately upon detection of occupied burrows.			
2.41	Spill Cleanup and Containment	Notify CDFW immediately upon spill.			
2.46	Notification of Invasive Species	Notify CDFW immediately upon detection.			
Post Construction					
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.			