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California Department of Fish and Wildlife
SOUTH COAST REGION
3883 RUFFIN ROAD
SAN DIEGO, CA 92123

STREAMBED ALTERATION AGREEMENT
EPIMS-ORA-63917-R5
SANTA ANA RIVER

VICTORIA PARSONS
SOUTHERN CALIFORNIA EDISON
MULTI TD TALBERT MARSH 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 Victoria Parsons.

RECITALS

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on December 18, 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 Talbert Marsh Deteriorated Pole Replacement Project (Project) is located within Talbert Regional Park within the City of Costa Mesa. The approximate geographic center point of the project is at coordinates 33.643292, -117.948234. The Project is within Section 20, Township 06 South, Range 10 West, in the southern portion of the U.S. Geological Survey (USGS) *Newport Beach*, *California* 7.5-minute quadrangle map. A map of the Project area impacts is included as Figure 2.

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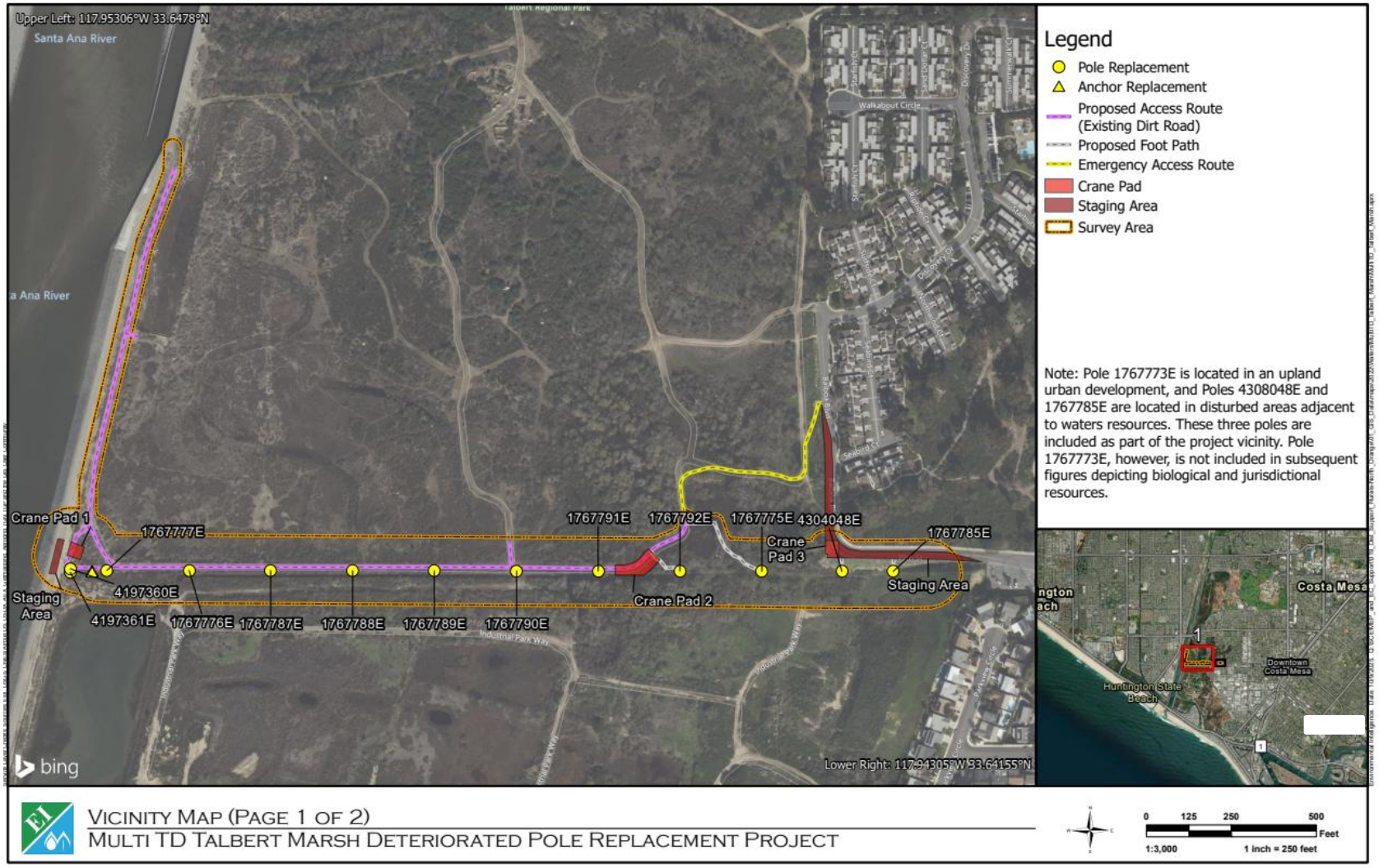


Figure 1a. Project Areas Map of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI, 2025).

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Figure 1b. Project Areas Map of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI., 2025).

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PROJECT DESCRIPTION

The Project consists of removing and replacing eleven existing single utility deteriorated wood poles with eleven new single wood utility poles, removing and replacing one existing H-frame wood structure with one new H-frame wood structure, and removing and replacing two existing 3-eyed rod screw anchors with two 3-eyed rod screw anchors associated with the H-frame structure.

To replace the poles, a crane will be staged within a 40-foot by 40-foot area to replace one H-frame structure (4197360E/4197361E) east of SAR2 Levee (Crane Pad 1), including a temporary conductor support staging area west along the levee to accommodate same-hole set replacement. A second crane will be staged within a 125-foot by 50-foot area on the eastern end of the southern access road to replace one single pole (1767792E) east of the existing road (Crane Pad 2); an existing footpath will be used to access the Work Area for the one single pole to be set by crane. The third crane will be staged within a 50-foot by 40-foot area located at the corner of Balboa Boulevard and West 19th Street, and will be used to replace three single poles (1767775E, 4304048E, and 1767785E) and includes 300 feet of additional vehicle and equipment staging areas (Crane Pad 3); an existing footpath from the east-to-west access road will used to replace one single pole (1767775E) and two additional footpaths stemming south from West 19th Street will be used to replace two single poles (4304048E and 1767785E) to be set by crane.

The eleven single poles and one H-frame structure (2 poles) will be installed in 30- to 36-inch diameter corrugated metal pipe (CMP) caissons to pole depth and 3 feet above grade, with the interiors backfilled with clean crushed rock and the exteriors backfilled with clean pea gravel or sand, or if dry enough, native soil. Excavation depths for poles will be approximately 12.5 feet by 4 feet diameter for the single poles, and 17.5 feet by 4 feet diameter for H-frame Structure 4197360E/4197361E. The 3-eyed rod screw anchors to be replaced will be hand or machine augured. Excavated materials for the new poles will be temporarily stockpiled on adjacent tarps to be used as backfill for the old pole holes or removed from the site for disposal at an approved facility. The volume of excavated material will be 5.82 cubic yards for the single poles and 16.29 cubic yards for H-frame Structure 4197360E/4197361E.

In addition, crews will be removing and replacing Pole 1767773E. However, as it is entirely surrounded by development, the activities associated with replacing that Pole are not considered part of the Project.

Equipment used on-site will consist of standard line trucks, bucket trucks, cranes, flatbed hauler, backhoes, machine auger, vacuum truck, pickup trucks, a jackhammer with a portable compressor, and various hand tools. All vehicles and equipment will be rubber wheeled.

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PROJECT IMPACTS

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

Mammals: Botta's pocket gopher (*Thomomys bottae*), California ground squirrel (*Otospermophilus beecheyi*), southern broad-footed mole (*Scapanus occultus*), coyote (*Canis latrans*);

Birds: least Bell's vireo (*Vireo bellii pusillus*), coastal California gnatcatcher (*Polioptila californica californica*), peregrine falcon (*Falco peregrinus*), Cooper's hawk (*Astur cooperii*), yellow-breasted chat (*Icteria virens*), yellow warbler (*Setophaga petechia*), white-tailed kite (*Elanus leucurus*), hooded oriole (*Icterus cucullatus*), Belding's savannah sparrow (*Passerculus sandwichensis beldingi*), burrowing owl (*Athene cunicularia*);

Amphibians/Reptiles: western spadefoot (*Spea hammondii*),

Invertebrates: Crotch's bumble bee (*Bombus crotchii*), American bumble bee (*Bombus pensylvanicus*), monarch (*Danaus plexippus plexippus*) San Diego fairy shrimp (*Branchinecta sandiegonensis*);

Plants: chaparral sand-verbena (*Abronia villosa var. aurita*), southern tarplant (*Centromadia parryi ssp. australis*), Coulter's goldfields (*Lasthenia glabrata ssp. coulteri*), California Orcutt grass (*Orcuttia californica*), mulefat (*Baccharis salicifolia*), California sycamore (*Platanus racemosa*), Alkali heliotrope (*Heliotropium curassavicum*), California sagebrush (*Artemisia californica*), San Diego marsh elder (*Iva hayesiana*), estuary seablite (*Suaeda esteroa*).

The adverse effects the Project could have on the fish or wildlife resources identified above include: unintended ignition of vegetation; loss of natural bed or bank; degradation or aggradation of channel; loss of bank stability during construction; soil compaction or other disturbance to soil layer; decline of vegetative diversity; colonization by exotic plant or animal species; direct mortality of and/or harm to individuals and populations; disturbance and/or disruption of individuals and populations; disruption to species natural lifecycles; and long-term and short-term release of Project-related discharge of sediment and other materials hazardous to fish, wildlife, and plant resources, and the habitats on which they depend.

The Project activity's total temporary impacts of 0.448-acre include vegetation trimming and crushing, staging, overland travel, excavation, and general work activities. This temporary impact area consists of Quailbush Scrub, Menzies's Golden Bush Scrub, Mulefat Thickets, and Arroyo Willow Thickets (see Figures 2a-2e). Tree trimming will potentially occur on a total of eleven arroyo willow ranging from 8-24 inches diameter at breast height (DBH). Tree trimming will result in crown reduction of less than 60 percent due to lateral branch trimming on eleven (11) arroyo willow trees.

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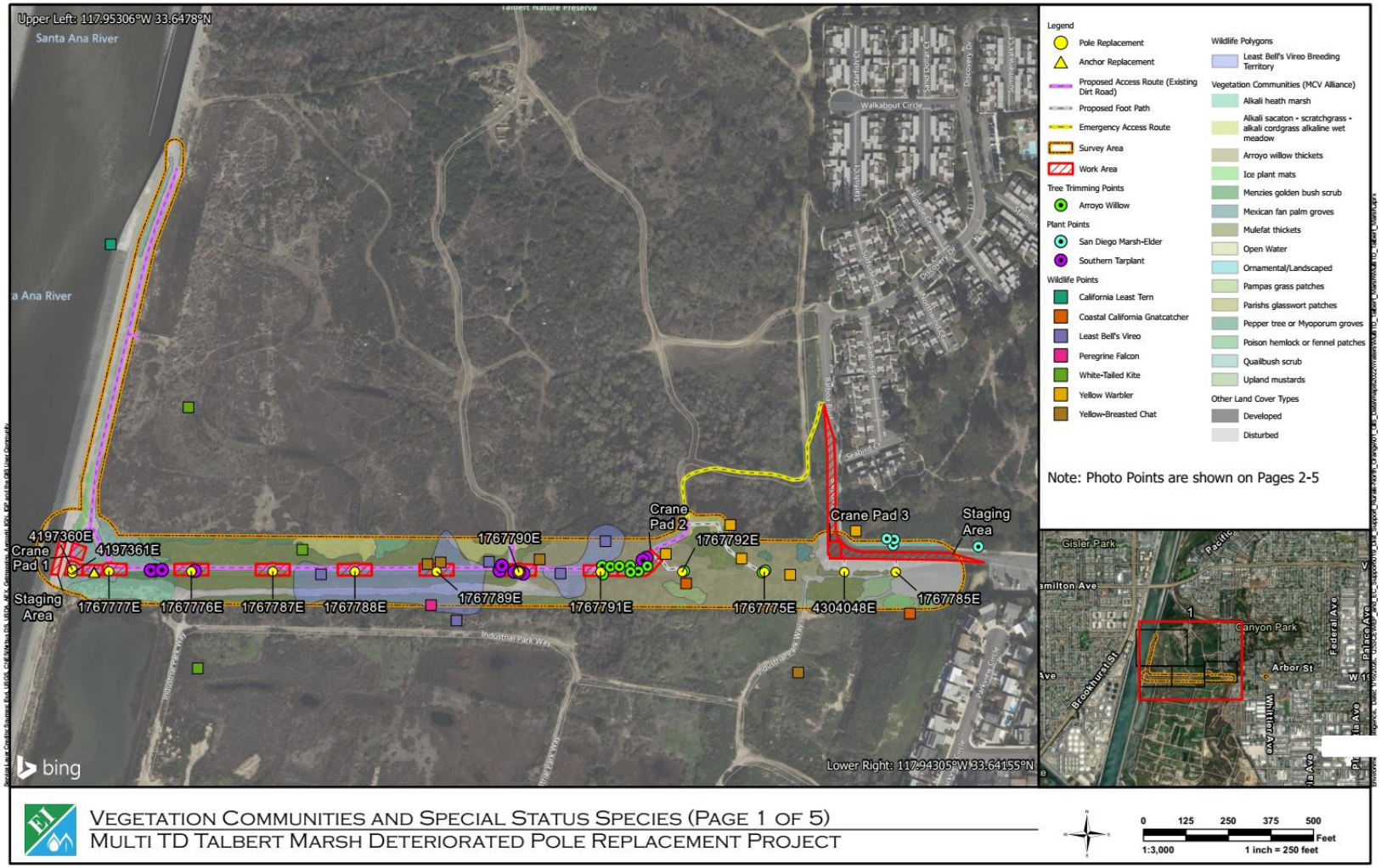


Figure 2a. Mapped Impacts and Vegetation Communities of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI, 2025).

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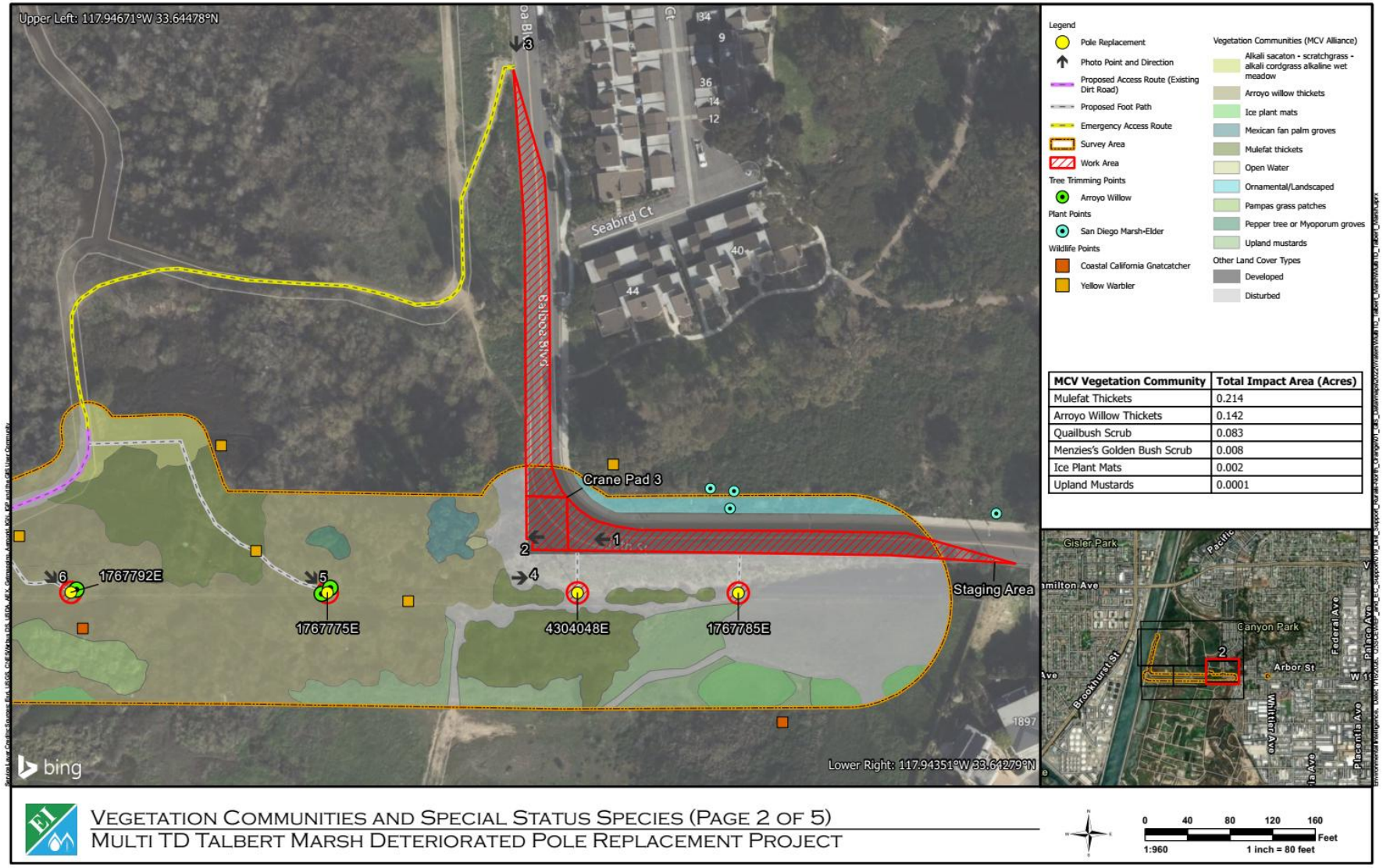


Figure 2b. Mapped Impacts and Vegetation Communities of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI, 2025).

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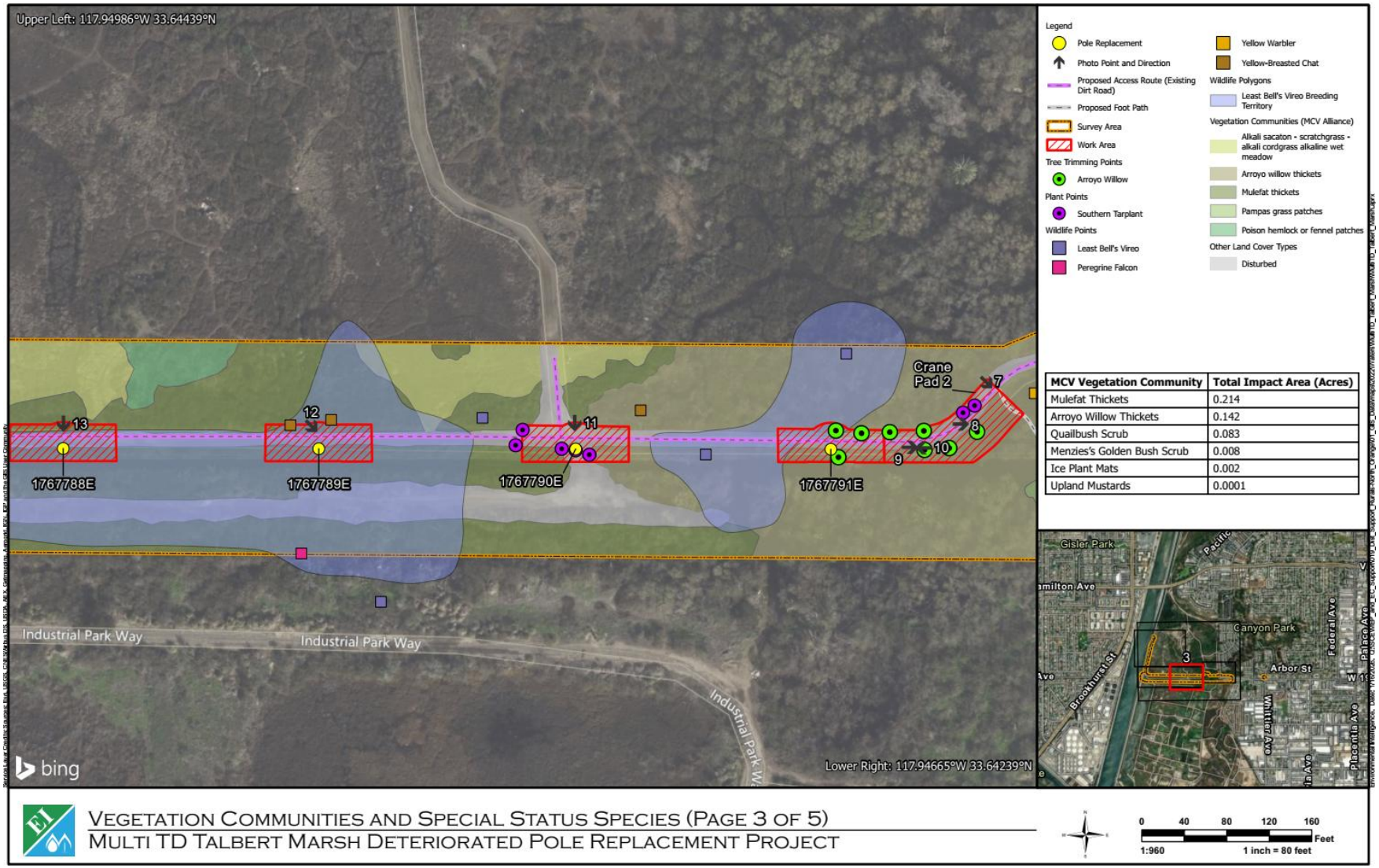
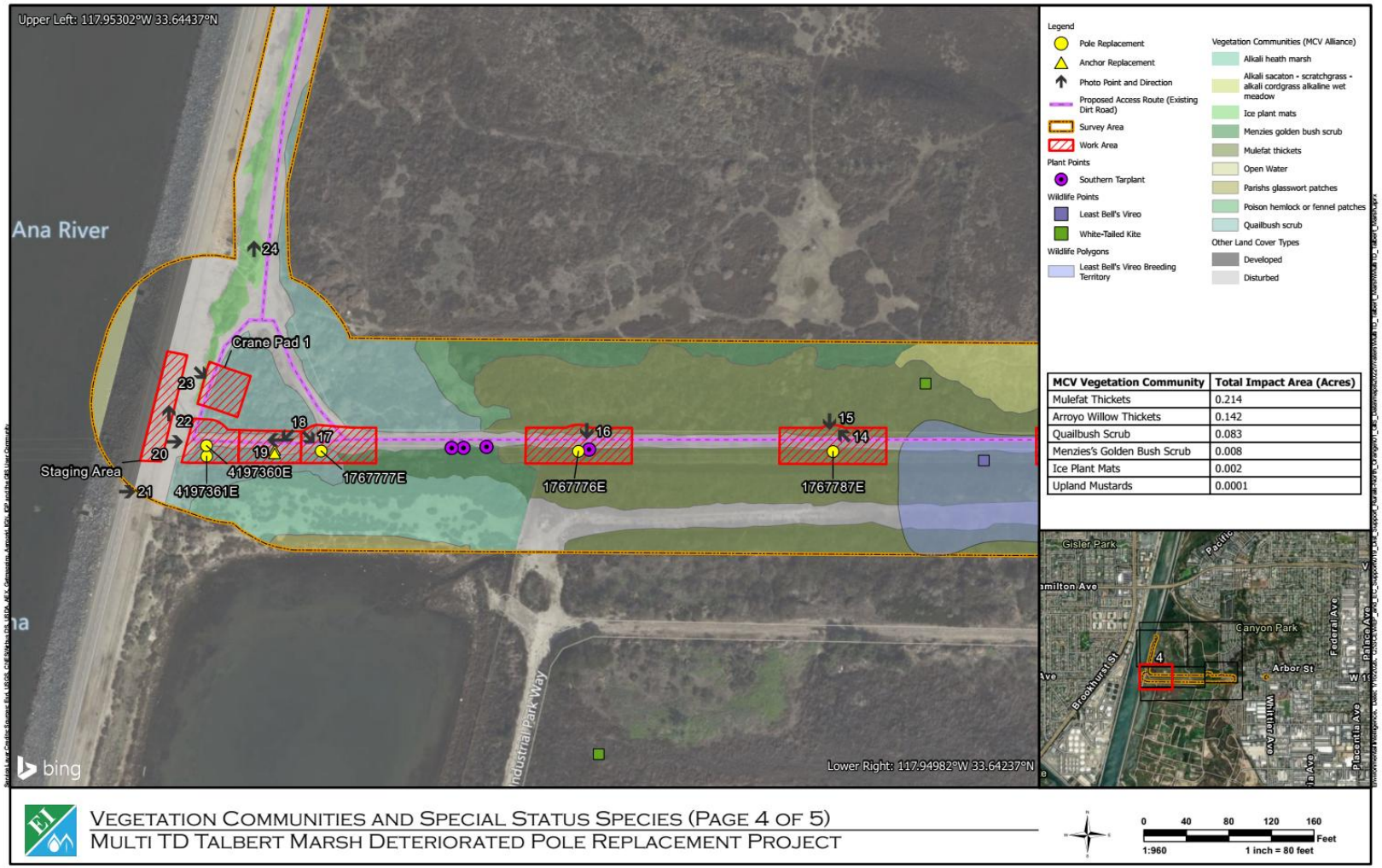


Figure 2c. Mapped Impacts and Vegetation Communities of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI, 2025)

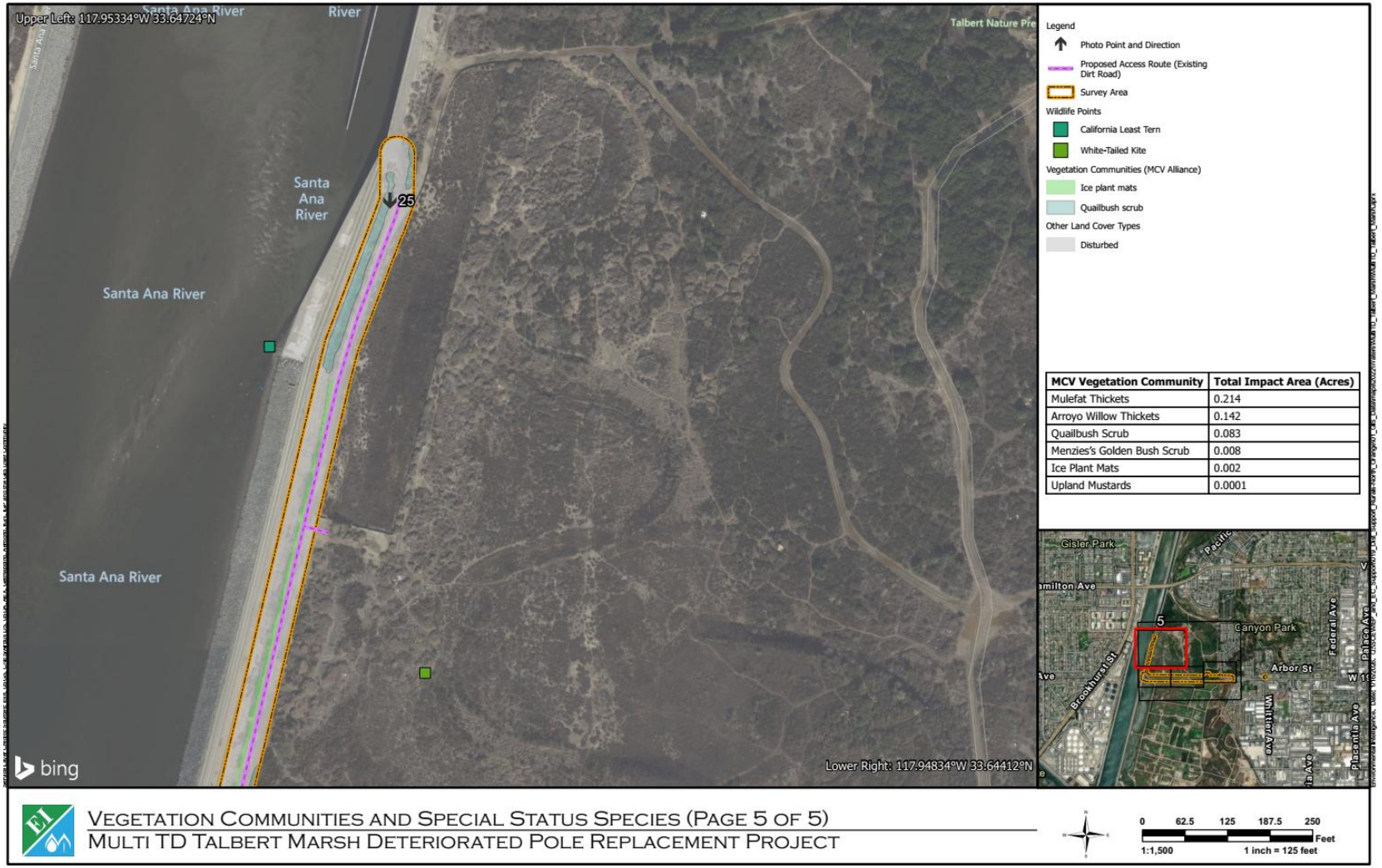
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MCV Vegetation Community	Total Impact Area (Acres)
Mulefat Thickets	0.214
Arroyo Willow Thickets	0.142
Quailbush Scrub	0.083
Menzies's Golden Bush Scrub	0.008
Ice Plant Mats	0.002
Upland Mustards	0.0001

Figure 2d. Mapped Impacts and Vegetation Communities of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI, 2025).

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MCV Vegetation Community	Total Impact Area (Acres)
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Menzies's Golden Bush Scrub	0.008
Ice Plant Mats	0.002
Upland Mustards	0.0001

VEGETATION COMMUNITIES AND SPECIAL STATUS SPECIES (PAGE 5 OF 5)
MULTI TD TALBERT MARSH DETERIORATED POLE REPLACEMENT PROJECT

Figure 2e. Mapped Impacts and Vegetation Communities of the Multi TD Talbert Marsh Deteriorated Pole Replacement Project (EI, 2025).

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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 1600 et seq., 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

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

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

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

1.10 Local, State, and Federal Permits. This Agreement does not relieve Permittee from obtaining any other permits or authorizations that might be required under other local, state, or federal laws or regulations before beginning the Project the Agreement covers.

1.11 Designated Biologists/Biological Monitors 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 Biologists or Biological Monitors that prohibit or impede open communication with CDFW, including but not limited to providing CDFW staff with the results of any surveys, reports, or studies or notifying CDFW of any non-compliance or take.

2. Avoidance and Minimization Measures

To avoid or minimize adverse impacts to fish and wildlife resources identified above, Permittee shall implement each measure listed below.

2.1 Weather Limitations. Project activities shall be restricted to periods of low rainfall (i.e., less than 0.25-inch per 24-hour period), dry weather, and periods of low flow. 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

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

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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.

2.2 Designated Biologists and Biological Monitors. **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, days, and hours 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 CDFW Biologist Resume Form (see Exhibit A) to accompany the provided resumes. Permittee shall ensure that Designated Biologists and Biological Monitors assigned to the Project and working under this Agreement have the following qualifications found below prior to submitting their resumes to CDFW for approval. Biological personnel are defined under this Agreement as follows.

2.2.1 Designated Biologists. Designated Biologists is an individual who holds, at a minimum, a bachelor's degree from an accredited university in a scientific field and shall: 1) be knowledgeable and experienced in the biology and natural history of local plant and wildlife resources; 2) be able to identify resources that are or have the potential to be present at the Project area; 3) have previous biological monitoring experience on construction projects; 4) for any required nesting bird surveys, the biologist must have at least three years of field experience conducting general and protocol level surveys related to finding nests and monitoring them for the specific purpose of determining breeding status, egg incubation, chick maturity, and estimating fledge date; 5) have the necessary experience and/or certifications for conducting protocol and focused surveys for species that may be present in the Project area; 6) when needed, have obtained the proper handling authorization documentation.

2.2.2 Biological Monitors. A Biological Monitor 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.

2.3 Responsibility of Designated Biologists and Biological Monitors. Designated Biologists and/or Biological Monitors shall be responsible for daily monitoring of all Project activities that have the potential to impact fish and wildlife resources

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subject to Fish and Game Code section 1600 et seq., including streams, associated vegetation, habitats, and/or wildlife. Designated Biologists and/or Biological Monitors shall ensure that all avoidance and minimization measures are implemented and maintained, including, but not limited to determining and delineating appropriate avoidance and buffer areas, maintaining delineated access routes and work areas, monitoring for the presence of, and potential impacts to, special-status species, and maintaining/repairing/replacing any exclusionary fencing and trench/excavation covers.

2.4 Authority of Designated Biologists and Biological Monitors. To ensure compliance with the measures of this Agreement, any Designated Biologists and/or Biological Monitors 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 Biologists and/or Biological Monitors 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.

2.5 Protected Species. This Agreement does not authorize take, incidental or otherwise, of any protected species. For the purpose of this Agreement, "protected species" means the following: A species fully protected under state law Fish and Game Code sections 3511, 4700, 5050, 5515; a candidate species or species listed as threatened or endangered under the California Endangered Species Act (CESA); Fish and Game Code section 2050 et seq., and/or the federal Endangered Species Act (ESA); 16 U.S.C. section 1531 et seq.; a state-listed rare plant species; or any other species for which take is prohibited under state or federal law. Additionally, the issuance of a draft or final Agreement does not infer that the Project is consistent with the County of Orange Central/Coastal Natural Community Conservation Plan (NCCP). If modifications to the Project are necessary for NCCP compliance, then a request for an amendment to this Agreement will be required.

2.6 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 EPIMS.R5@wildlife.ca.gov and Julisa.Portugal@wildlife.ca.gov on any email, or

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

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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.

2.7 Incidental Take Permit. Permittee may elect to obtain an Incidental Take Permit (ITP) from CDFW if the Project, Project construction, or any Project activity during the life of the Project will result in "take," as defined by Fish and Game Code, of any species protected by CESA (Fish & G. Code, §§ 86, 2080, 2081, subd. (b) (c)). If there is a potential for take, Permittee should request consultation with CDFW and obtain the necessary state permits and/or submit plans to avoid any impacts to the protected species. Consultation with U.S. Fish and Wildlife Service or National Marine Fisheries Service may also be required to receive take authority for ESA-listed threatened and endangered species.

2.8 Environmental Education Program/Materials. Educational materials produced by 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

2.9 Pre-Project General Biological Surveys. Permittee shall have a Designated Biologist conduct a Pre-Project General Biological Survey within and adjacent to Project areas 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; and 3) visual surveying for any aquatic species in Project 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 Project areas**. If any special-status species for which species protection measures are not specified

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within this Agreement are observed during the surveys, Permittee shall not commence with Project activities at the identified Project areas and shall **contact CDFW immediately**. If work is delayed for more than seven days, a Designated Biologist shall resurvey the Project areas in question prior to the recommencement of Project activities.

2.10 Special-status Plants. As previous botanical surveys have documented southern tarplant and San Diego marsh elder within the Project area, 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, locally rare plants, and any other species ranked by CNPS with the potential to occur in the Project area, **at least one week prior** to the planned commencement of Project activities. Survey results shall be provided to CDFW **no later than 48 hours prior to the start of Project activities at Project areas.** Absent take authorization, Permittee shall fully avoid impacts to protected species of plants. To avoid impacts to special status plant species, the Project shall conduct the following submeasures:

2.10.1 Highly visible barriers (such as orange construction fencing) shall be installed around the occupied areas and designated as Environmentally Sensitive Areas (ESAs) to be avoided.

2.10.2 A Designated Biologist shall be present during all portions of Project activities that have the potential to impact special-status plant species (e.g., staging, equipment operation, ground clearing, etc.) to survey immediately prior to each workday's Project activities and ensure that special-status plant species are not impacted or taken during the course of the said Project activities.

2.10.3 No construction activities, materials, or equipment shall be allowed within the ESAs, unless CDFW provides written approval to do so. All construction equipment shall be operated in a manner so as to prevent accidental damage to nearby preserved areas. No structure of any kind, or incidental storage of equipment or supplies, shall be allowed within these protected zones.

2.10.4 CDFW reserves the right to require additional avoidance and minimization measures to address impacts to special-status plants. If full avoidance cannot be accomplished, Permittee shall contact CDFW to discuss an appropriate path forward.

2.11 Crotch's Bumble Bee. To avoid take of overwintering bees, ground disturbance activities (e.g., overland travel, excavation, disturbing duff and/or leaf layers, etc.) shall be avoided from November 1 to January 31, unless otherwise approved by CDFW in writing. Additionally, a Designated Biologist shall survey for Crotch's bumble bee and nests, prior to Project activities, within the Project areas and within 50 feet of Project areas using methods that would not cause take. Surveying

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methodology can follow either the no-take portions of the CDFW Survey Considerations for California Endangered Species Act Candidate Bumble Bee Species[3], or an equally comprehensive survey methodology as developed by Permittee in coordination with a Designated Biologist. Equally comprehensive surveying methodology shall be approved by CDFW prior to use. 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 found or suspected, Permittee shall maintain a minimum 50-foot-radius no-disturbance buffer from the suspected entry point.

If Crotch's bumble bee are unearthed during Project activities, 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 before receiving written approval from CDFW.

2.12 Special-status Fairy Shrimp. Ponding areas and ditches within the Project activity area that hold water 3 cm or deeper more than 24 hours after the end of a rain event shall be surveyed for threatened and endangered species of fairy shrimp by a qualified Designated Biologist following the U.S. Fish & Wildlife Service's (USFWS) 2017 survey protocol[4] for large branchiopods in Southern California. 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 protected species. Consultation with U.S. Fish and Wildlife Service may also be required to receive take authority.

2.13 Monarch Butterfly. The Project is adjacent to a known overwintering monarch population. Project areas shall be surveyed for monarchs by a Designated Biologist with monarch experience and knowledge, and shall include a map of any 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 **at least one week** before Project activities are scheduled to commence.

2.14 Special-status Herpetofauna Species. Permittee shall assume presence of special-status herpetofauna species within the Project areas, including, but not limited to western spadefoot, 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 shall be present during all portions of Project activities that have the

[3] https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=213150&inline
[4] https://www.fws.gov/sites/default/files/documents/survey-guidelines-for-large-branchiopods.pdf
[5] https://wildlife.ca.gov/Data/CNDDB/Plants-and-Animals

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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 commencing with 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, any individuals shall first be allowed to leave the Project areas of occurrence under its own volition. If a special-status herpetofauna species will not move from the Project areas under its own volition, then a Designated Biologist may relocate said individuals to areas containing appropriate habitat that are beyond any Project areas by a reasonable distance that will ensure any relocated individuals will not easily reenter any Project areas in accordance with this Agreement. Protected species of herpetofauna shall not be moved under this Agreement. All observed and/or relocated individuals shall be **reported to CDFW immediately**.

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

2.15.1 Seasonal Window for Vegetation Removal. Permittee shall not remove or otherwise disturb vegetation on the Project areas unless surveying is conducted following the measure below and negative survey results are provided to CDFW **prior to the commencement** of Project activities.

2.15.2 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. One survey, at minimum, shall occur within 72 hours prior to the commencement of Project activities at the Project areas. Surveying shall encompass all potential nesting 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

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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 completing surveys.**

2.15.3 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 Project areas and Project activities, 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.

2.15.4 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 Coastal California Gnatcatcher and Least Bell's Vireo. As protocol surveys for coastal California gnatcatcher[6] and least Bell's vireo[7] within and adjacent to the Project areas have been conducted, Permittee shall assume presence of coastal

[6] https://www.fws.gov/sites/default/files/documents/survey-protocol-for-coastal-california-gnatcatcher.pdf
[7] https://www.fws.gov/sites/default/files/documents/survey-protocol-for-least-bells-vireo.pdf

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California gnatcatcher and least Bell's vireo in the vicinity of the Project areas. Project activities shall not be performed during the nesting season (typically February 15 to September 30) to avoid impacting species individuals.

Prior to start of Project activities, one focused survey for least Bell's vireo shall occur within 72 hours prior to the commencement of Project activities at the Project areas. Designated Biologists shall be present at Project areas in the early morning prior to the start of each workday's Project activities, and during the course of each workday's Project activities to monitor for coastal California gnatcatcher and least Bell's vireo. If coastal California gnatcatcher and/or least Bell's vireo are observed within or adjacent to any Project area during the course of Project activities, all work shall immediately cease, and Permittee shall contact CDFW immediately.

2.17 White-tailed Kite. A Designated Biologist shall survey the Project areas and adjacent areas during the course of nesting bird surveys as required in this Agreement for any potential roost or nesting areas that could be utilized by white-tailed kite. Survey results, including locations of any detected individuals, negative findings, analysis, recommendations, and field notes shall be submitted to CDFW **as part of the nesting bird survey results** 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**.

2.18 Belding's Savannah Sparrow. A Designated Biologist shall survey the Project areas and adjacent areas during the course of nesting bird surveys as required in this Agreement for any potential foraging or nesting areas that could be utilized by Belding's savannah sparrow. 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** required in this Agreement. If Belding's savannah sparrow are observed within or adjacent to any Project area during the course of Project activities, all work shall immediately cease, and Permittee shall contact CDFW immediately. CDFW reserves the right to require additional avoidance and minimization measures to address impacts to Belding's savannah sparrow.

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.).

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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 consult the 2012 Staff Report on Burrowing Owl Mitigation[8] for buffer distances and impact analysis. Prior to initiation of Project activities, Permittee shall seek written approval from CDFW for what proposed Project activities constitute low, medium, or 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 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 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,

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

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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

2.21 Demarcate Project Areas Boundaries. 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. The method of demarcation may vary but shall be in place during all periods of operation. All persons employed or otherwise working on the Project areas shall be instructed about the restrictions that the marking represents.

2.22 Demarcate Work Area Boundary. Prior to the commencement of Project activities, Permittee and Designated Biologist shall demarcate the outer perimeter of the Project area to prevent damage to adjacent habitat/vegetation and to provide visual orientation to the work limits. The method of demarcation may vary but shall be in place during all periods of operation. All persons employed or otherwise working on the Project areas shall be instructed about the restrictions that the marking represents.

2.23 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 Applications Department[9] for the purposes of this Agreement.

2.24 Open Trenches. Any open trenches, pits, or holes with a depth of greater 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

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

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Biological Monitor handling any special-status individuals. Common species may be handled in accordance with Fish and Game Code.

Erosion Control, Turbidity, and Siltation

2.25 Salvage of Topsoil. Permittee shall remove and store the top six inches of topsoil at the Project areas slated for disturbance. Topsoil shall be stored in a manner that protects it from rain (as applicable), invasive species, and contamination. Upon completion of Project activities, stored topsoil shall be returned and spread over areas of disturbance to encourage revegetation of the Project areas.

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

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

2.28 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 they 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 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.

2.29 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 required under this Agreement. Corrective action for erosion and sediment transport shall be taken as needed.

Equipment and Access

2.30 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

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construction yards or legally operating car washes. Permittee shall document that all vehicles have been washed prior to commencing Project activities. 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.

2.31 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.

2.32 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. Cleanup equipment such as extra booms, absorbent pads, and 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 have the potential enter these areas under any flow.

2.33 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 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 biodegradable nature and not petroleum based.

Deleterious Materials

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

2.34.1 Usage Period. The pouring or use of cementitious products shall only be performed between June 15 and 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.

2.34.2 Water Quality. Water that has come in contact with uncured products shall not

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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, and has been filtered of contaminants (e.g., filter sock, baker tank, etc.).

2.34.3 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.

2.34.4 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.

2.35 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.

2.36 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.

2.37 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.

2.38 Remove Cleared Material from Stream. Permittee shall remove all trimmed or cleared material/vegetation from the project area and properly dispose of it in a legal manner.

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2.39 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

2.40 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[10], including propagules thereof, back into the Project area 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.

2.41 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[11]. BMPs for invasive mussels and aquatic species can be found at the Stop Aquatic Hitchhikers website[12]. Other invasive species information can be found at CDFW's Invasive Species Program webpage[13].

2.42 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 area. 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:

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

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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 set to at least 32°F or colder for a minimum of eight hours. Repeat decontamination is required only if the equipment/clothing is removed from the site, used within a different watershed, and returned to the Project area.

2.43 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.

2.44 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[14]. Notification may also be provided by calling (866) 440-9530. Upon receiving notification, CDFW will provide Permittee with guidance for further action as appropriate to the species.

3. On-site Restoration

Permittee shall compensate for the adverse impacts to 0.448 -acre of temporary impacts to stream bed, bank, and channel of the Talbert Marsh and associated Santa Ana River identified above associated with the geotechnical investigation that cannot be avoided or minimized. Permittee shall implement each measure listed below.

3.1 Habitat Restoration On-site. Permittee shall restore on-site no less than 0.448-acre of stream channel and associated habitat 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 topsoils to their original locations, and raking and/or spreading adjacent duff over the disturbance footprint of the Project areas to discourage unauthorized access to the Project areas. Permittee shall photograph Project restoration efforts upon completion and provide them to CDFW via email in accordance with final construction reporting requirements under this Agreement.

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

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4. Reporting Measures

Permittee shall meet each reporting requirement described below.

4.1 Notifications, Reporting, and Communications. All notifications, plans, survey and monitoring reports, and any other required communication required by this Agreement shall be submitted electronically via EPIMS and emailed to EPIMS.R5@wildlife.ca.gov, Reference # EPIMS-ORA-63917-R5, and copy to Julisa.Portugal@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 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 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 PMRP 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 area when applicable. For more details on creating GIS shapefiles, please visit the Esri website[15]. Electronic versions of reports and GIS shapefiles shall be submitted through EPIMS[16].

4.5 Compliance. CDFW shall verify compliance with protective measures to ensure the accuracy of the Permittee's avoidance, minimization, monitoring, and reporting efforts. CDFW may, at its sole discretion, review relevant documents maintained by the Permittee, interview the Permittee's employees and agents, inspect the work site, and take other actions to assess compliance with or effectiveness of protective measures in this Agreement.

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

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CONTACT INFORMATION

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

To Permittee:

Victoria Parsons
Southern California Edison
EPIMS-ORA-63917-R5
Multi TD Talbert Marsh Deteriorated Pole Replacement Project
Victoria.Parsons@SCE.com

To CDFW:

California Department of Fish and Wildlife
South Coast Region
EPIMS-ORA-63917-R5
Multi TD Talbert Marsh Deteriorated Pole Replacement Project
EPIMS.R5@wildlife.ca.gov and CC Julisa.Portugal@wildlife.ca.gov

LIABILITY

Permittee shall be solely liable for any violations of this 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 this Agreement authorizes.

SUSPENSION AND REVOCATION

CDFW may suspend or revoke in its entirety this Agreement if CDFW 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 this Agreement, in accordance with section 723 of title 14 of the California Code of Regulations.

Before CDFW suspends or revokes this 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 this 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

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

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

OTHER LEGAL OBLIGATIONS

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the Endangered Species Act (ESA), such take will be unlawful under the ESA absent a permit or other form of authorization from the U.S. Fish and Wildlife Service 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 this 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 this 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 this Agreement at any time during its term, provided the amendment is mutually agreed to in writing by CDFW and Permittee. To request an amendment, Permittee shall use the “Amendments & Extension” form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the corresponding amendment fee identified in CDFW’s current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

TRANSFER AND ASSIGNMENT

This Agreement may not be transferred or assigned to another entity, and any purported transfer or assignment of this Agreement to another entity shall not be valid or effective,

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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 this Agreement to another entity shall constitute a minor amendment, and therefore to request a transfer or assignment, Permittee shall use the "Amendments & Extension" form in EPIMS to submit the request. Permittee shall include with the completed form, payment of the minor amendment fee identified in CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

EXTENSIONS

In accordance with Fish and Game Code section 1605, subdivision (b), Permittee may request one extension of this Agreement, provided the request is made prior to the expiration of this 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 this Agreement prior to its expiration, Permittee must submit a new notification and notification fee before beginning or continuing the project this Agreement covers (Fish & G. Code § 1605, subd. (f)).

EFFECTIVE DATE

This Agreement becomes effective on the date of CDFW's signature, which shall be: 1) after Permittee's signature; 2) after CDFW complies with all applicable requirements under the California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at https://wildlife.ca.gov/Conservation/Environmental-Review/CEQA/Fees.

TERM

This Agreement shall expire on March 4, 2031, unless it is terminated or extended before then. All provisions in this 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 this 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.

Exhibit A: Biologist Resume Form (CDFW, 2022)

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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.

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.

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EXHIBIT A

Department of Fish and Wildlife
BIOLOGIST RESUME COVER SHEET
Date 07/21/2022

Name	Requested Role(s)[17]	Species/Resource(s)

[17] Requested roles correspond to the biological staffing requirements indicated in the Lake and Streambed Alteration (LSA) Agreement or California Endangered Species Act 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.

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This form requests information about the qualifications of the Qualified Biologist, Designated Biologist and Biological Monitor specified in California Endangered Species Act Incidental Take Permits (ITP) and Lake or Streambed Alteration (LSA) Agreements issued by California Department of Fish and Wildlife (CDFW).
Completing this form will ensure the receipt of adequate information and expedite CDFW review of qualifications.

SECTION I. NAME AND CONTACT INFORMATION	
Name:	**Title:**
Company Name & Address:	
Phone:	**Email:**

SECTION II. EDUCATION
College/University, Degree Name and Type Related to Natural Resource Science (e.g., BS in ecology), and Dates of Attendance:
Other Relevant Workshops & Training:

SECTION III. ROLE(S) AND PERMIT REQUIREMENTS
Requested Role(s):
Relevant LSA Agreement Measures or ITP Conditions[18]:

4.1 SECTION IV. SPECIES AND RESOURCE EXPERIENCE – SUMMARY

4.2 *This section summarizes experience by special status species and other resource. Use one row for each species or other resource where surveys or special protections are required in the CESA ITP or LSA Agreement for which biologist approval is requested.[19] If more space is needed, add rows to this table. Provide details in Section V.*

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

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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:

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SECTION V. SPECIES AND RESOURCE EXPERIENCE – DETAILS	
This section details experience from the three most recent and relevant Projects for each species and resource identified in Section IV. If more space is needed, attach additional pages in the same table format (i.e., copy/paste format).	
SPECIES OR RESOURCE 1:	
Project 1 Name & Location:	
Project Start Date:	**Project End Date:**
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s)[20]:	
Survey Type(s)[21]:	
Construction Monitoring[22] **Days:** **Activities:**	
Species Life Stages Observed & Handled, Number of Each **Life Stage:** **Number Observed:** **Number Handled:** **Reported to CNDDB[23] (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 Date:	**Project End Date:**
LSA Agreement, ITP, or Other Agency Permit Number:	
Role(s):	
Survey Type(s):	

[20] 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."
[21] For example, pre-construction survey or description of the protocol or guideline followed.
[22] Include the number of days and describe the types of activities monitored (e.g., heavy equipment operation).
[23] CNDDB is the abbreviation for California Natural Diversity Database.

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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 Date:	**Project End Date:**
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:	
SPECIES OR RESOURCE 2:	
Project 1 Name & Location:	
Project Start Date:	**Project End Date:**

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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 Date:	**Project End Date:**
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:	

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Project Start Date:	**Project End Date:**
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:	
SPECIES OR RESOURCE 3:	
Project 1 Name & Location:	
Project Start Date:	**Project End Date:**
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:	

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CDFW and Other Agency Email:	
Project 2 Name & Location:	
Project Start Date:	**End Date:**
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 Date:	**Project End Date:**
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:**	**Company Name, Professional Reference Name, Phone, Email:**

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Reported to CNDDB (Y/N):	
If <u>not</u> reported to CNDDB, why:	
CDFW and Other Agency Email:	

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EXHIBIT B

CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE

(PMRP)

STREAMBED ALTERATION AGREEMENT No.: EPIMS-ORA-63917-R5

PERMITTEE: Southern California Edison

PROJECT: Multi TD Talbert Marsh 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.

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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.			
1.5	Changes in Project	Upon anticipation of scope changes or additional impacts not authorized within the Agreement.			
1.6	Notification Requirements	Immediately upon discovery and within 24 hours of violation or non-compliance of Agreement.			
2.2	Designated Biologists and Biological Monitors	At least 15 days prior to initiating surveys within the Project areas.			
2.4	Authority of Designated Biologists and Biological Monitors	Notify CDFW immediately upon discovery of Agreement noncompliance.			
2.6	Reporting Observations to CNDDB	Within five days of species detection.			
2.8	Environmental Education Program/Materials	Prior to commencing Project activities.			

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2.9	Pre-Work General Biological Surveys	No later than 48 hours prior to the start of Project activities.			
2.9	Pre-Work General Biological Surveys	Notify CDFW immediately if new special-status species are found.			
2.10	Special-status Plants	Within 48 hours prior to Project activities			
2.10	Special-status Plants	Immediately upon detection.			
2.11	Crotch's Bumble Bee	Survey results delivered within five days of completing surveys, and prior to the start of Project activities.			
2.11	Crotch's Bumble Bee	Notify CDFW immediately upon detection.			
2.12	Special-status Fairy Shrimp	Notify CDFW immediately upon detection.			
2.13	Monarch Butterfly	Summary reports provided to CDFW least one week before Project activities			
2.14	Special-status Herpetofauna Species	Notify CDFW immediately upon discovery or relocation.			
2.15.1	Seasonal Window for Vegetation Removal	Negative survey results provided to CDFW prior to commencement of Project activities.			
2.15.2	Pre-construction Nesting Bird Surveying	Survey results provided within 24 hours of completing surveys.			

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2.16	Coastal California Gnatcatcher and Least Bell's Vireo	Survey results provided within 48 hours prior to Project activity			
2.16	Coastal California Gnatcatcher and Least Bell's Vireo	Immediately upon detection.			
2.17	White-tailed Kite	Immediately upon detection			
2.18	Belding's Savannah Sparrow	Survey results provided within 48 hours prior to Project activity			
2.19	Burrowing Owl	Survey results provided within 48 hours prior to Project activity			
2.34.1	Usage Period for Cementitious Products	Upon need as identified by Permittee.			
2.39	Spill Cleanup and Containment	Notify CDFW immediately upon discovery.			
4.2	Notification Prior to Start and End of Work	At least five business days prior to initiation of Project activities.			
During Construction					
1.5	Changes in Project	Upon anticipation of scope changes or additional impacts not authorized within the Agreement.			
1.6	Notification Requirements	Immediately upon discovery and within 24 hours of violation or non-compliance of Agreement.			

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2.6	Reporting Observations to CNDDB	Within five days of species detection.			
2.10	Special-status Plants	Notify CDFW immediately upon detection.			
2.11	Crotch's Bumble Bee	Notify CDFW immediately upon detection.			
2.12	Special-status Fairy Shrimp	Notify CDFW immediately upon detection.			
2.13	Monarch Butterfly	Summary reports provided to CDFW least one week before Project activities			
2.14	Special-status Herpetofauna Species	Notify CDFW immediately upon discovery or relocation.			
2.15.4	Reporting (Nesting Birds)	Summary reports of nesting birds provided to CDFW no less than once weekly.			
2.16	Coastal California Gnatcatcher and Least Bell's Vireo	Immediately upon detection.			
2.17	White-tailed Kite	Immediately upon detection			
2.18	Belding's Savannah Sparrow	Immediately upon detection			
2.19	Burrowing Owl	Immediately upon detection			
2.34.1	Usage Period for Cementitious Products	Upon need as identified by Permittee.			
2.39	Spill Cleanup and Containment	Notify CDFW immediately upon spill.			
2.44	Notification of Invasive Species	Notify CDFW immediately upon detection.			

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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.			