



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
(707) 428-2002  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

**GAVIN NEWSOM, Governor**  
**CHARLTON H. BONHAM, Director**



July 11, 2022

Filipina Warren  
City of Santa Cruz  
1125 River Street  
Santa Cruz, CA 95060

Dear Ms. Warren:

**Final Lake or Streambed Alteration Agreement, Notification No. 1600-2021-0019-R3,  
Lower San Lorenzo River Invasive Plant Removal and Encampment Abatement Project**

Enclosed is the final Streambed Alteration Agreement (Agreement) for the Lower San Lorenzo River Invasive Plant Removal and Encampment Abatement Project (Project). Before the California Department of Fish and Wildlife (CDFW) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, CDFW determined your Project is exempt from CEQA and filed a Notice of Exemption (NOE) on the same date it signed the Agreement.

Under CEQA, the filing of an NOE triggers a 35-day statute of limitations period during which an interested party may challenge the filing agency's approval of the Project. You may begin the Project before the statute of limitations expires if you have obtained all necessary local, state, and federal permits or other authorizations. However, if you elect to do so, it will be at your own risk.

If you have any questions regarding this letter, please contact Serena Stumpf, Environmental Scientist at (707) 337-1364 or by email at [Serena.Stumpf@wildlife.ca.gov](mailto:Serena.Stumpf@wildlife.ca.gov).

Sincerely,

DocuSigned by:

*Craig J. Weightman*

7988F6C4FDC24F2...

Craig J. Weightman, Environmental Program Manager

ec: California Department of Fish and Wildlife

Serena Stumpf, Environmental Scientist  
[Serena.Stumpf@wildlife.ca.gov](mailto:Serena.Stumpf@wildlife.ca.gov)

Captain Bart Bundesen, Law Enforcement Division

**CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE**

BAY DELTA REGION  
2825 CORDELIA ROAD, SUITE 100  
FAIRFIELD, CA, 94534



**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2021-0019-R3  
San Lorenzo River

CITY OF SANTA CRUZ, DEPARTMENT OF PUBLIC WORKS  
LOWER SAN LORENZO RIVER INVASIVE PLANT REMOVAL AND ENCAMPMENT  
ABATEMENT PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and the City of Santa Cruz, Department of Public Works as represented by Filipina Warren.

**RECITALS**

WHEREAS, pursuant to Fish and Game Code section 1602, Permittee notified CDFW on July 7, 2021 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 Project covers an area of 31 acres in the San Lorenzo River riparian corridor from the Highway 1 bridge to the Santa Cruz City limits at the upstream boundary of Sycamore Grove in the Pogonip Open Space Reserve, in the County of Santa Cruz, State of California; Latitude 36.98627 Longitude -122.02786.

**PROJECT DESCRIPTION**

Work in the Project area was previously authorized under Streambed Alteration Agreement No. 1600-2010-0271-R3, which was renewed in 2015.

Under this Agreement, the Permittee will conduct routine maintenance activities to conduct vegetation management, invasive plant eradication, and encampment cleanup activities along the San Lorenzo River (See Exhibit A, Figure 1). Of the total 31 acres of the Project area, Permittee will conduct routine maintenance work in primarily two

sections, Sycamore Grove and Memorial Park, covering 18.5 acres (See Exhibit A, Figure 2). Routine Maintenance is defined as those periodically scheduled and implemented activities necessary to remove nonnative invasive vegetation, clear brush for fire protection, and remove trash.

The proposed Project is limited to the following activities:

- Removal of all or parts of nonnative, invasive, woody and herbaceous plants and trees including: cape ivy (*Delairea odorata*), English Ivy (*Hedera helix*), periwinkle (*Vinca major*), Himalayan blackberry (*Rubus armeniacus*), and acacia trees (*Acacia decurrens*).
- Selective pruning and removal of standing live native trees under the direction of the City Arborist to assist in vine clearing efforts and public safety.
- Removal of brush for fire protection, fuel reduction, and law enforcement access. Goats may be used in confined areas to open the understory in advance of hand crews.
- Dismantling of encampments by hand crews and removal of debris with mechanized equipment.
- Revegetation including replanting, new planting, and maintenance of plantings.

Vegetation removal will include use of hand tools such as saws and loppers, and gas-powered chainsaws and brush whips. Tract-mounted flail-mowers will only be used to create access to areas within the riparian canopy. Encampment removal will include dismantling by hand crews and removal of debris with mechanized equipment such as an excavator, skip-loaded, bobcat, or other track-mounted equipment. Dumpsters may be placed in truck accessible areas outside of the riparian zone for disposal of materials.

Routine maintenance does not include the removal of or damage to living riparian vegetation other than that previously specified. A 10-foot vegetated buffer from the stream bed will be retained throughout the Project area. Invasive vines and encampment debris will be removed by hand only from within the 10-foot stream bed buffer.

Woody materials will be chipped, while ivy and trash will be placed in dumpsters on the perimeter of the riparian zone for proper disposal at the City of Santa Cruz Resource Recovery Facility. Cape ivy and vegetative material containing Cape ivy clippings will be handled separately and will be landfilled to prevent spread of the species.

Permittee may remove vegetation from June 15 to October 15, if a nesting bird survey is conducted by a Qualified Biologist. Encampment removal may be conducted year-round on an as needed basis with notification to CDFW.

## PROJECT IMPACTS

Existing fish or wildlife resources the project could substantially directly or indirectly adversely affect include:

Common Name	Scientific Name	Status
California red-legged frog	<i>Rana draytonii</i>	FT, SSC
California giant salamander	<i>Dicamptodon ensatus</i>	SSC
Coho salmon – Central California coast ESU	<i>Oncorhynchus kisutch</i>	FE, SE
Monarch butterfly	<i>Danaus plexippus pop. 1</i>	FC
San Francisco dusky-footed woodrat	<i>Neotoma fuscipes annectens</i>	SSC
Steelhead – Central California coast DPS	<i>Oncorhynchus mykiss irideus</i>	FT
Nesting birds		

### Notes:

FE = Federally Endangered; FT = Federally Threatened; FC = Federal Candidate for listing under ESA; SE = State Threatened; SSC = state species of special concern; DPS = Distinct Population Segment; ESU = evolutionarily significant unit

The adverse effects the project could have on the fish or wildlife resources identified above include:

- Disruption to nesting birds and other wildlife
- Increased sedimentation from exposed soil
- Change in water temperature from vegetation removal
- Short-term release of contaminants (e.g., incidental during maintenance)
- Loss of habitat

## MEASURES TO PROTECT FISH AND WILDLIFE RESOURCES

### 1. Administrative Measures

Permittee shall meet each administrative requirement described below.

- 1.1 Documentation at Project Site. Permittee shall make the Agreement, any extensions and amendments to the Agreement, and all related notification materials and California Environmental Quality Act (CEQA) documents, readily available at the project site 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 Site. 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 site 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 Site Entry. Permittee agrees that CDFW personnel may enter the project site at any time to verify compliance with the Agreement.
- 1.5 No Trespass. To the extent that any provisions of this Agreement provide for activities that require the Permittee to traverse another owner's property, such provisions are agreed to with the understanding that the Permittee possesses the legal right to so traverse. In the absence of such right, any such provision is void.
- 1.6 Unauthorized Take. The Permittee is required to comply with all applicable state and federal laws, including the California Endangered Species Act (CESA) and Federal Endangered Species Act (ESA). This Agreement does not authorize the take of any state or federal endangered, threatened, or candidate species. Liability for any take or incidental take of such listed species remains the responsibility of the Permittee for the duration of the project. Any unauthorized take of such listed species may result in prosecution and nullification of the Agreement.
- 1.7 Work According to Documents. Except as they are contradicted by measures required by this Agreement, all work shall be conducted in conformance with the project description above and the avoidance, minimization, and mitigation measures provided in the notification package.
- 1.8 CDFW-Approved Qualified Biologists and Biological Monitors. Permittee shall submit to CDFW for written approval, the names and resumes of all qualified biologists and biological monitors involved in conducting surveys or monitoring work. Permittee shall submit the names and resumes to CDFW at least fourteen (14) days before the start of the project or before the start of surveys. Names and resumes shall be submitted by email to [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov).
  - 1.8.1 Resumes. Resumes shall include educational background, experience with focal species and description of experience with each focal species (e.g., tagging, handling, observational surveys, electrofishing, relocation, auditory surveys, etc.), including number of hours/years of experience per species, trainings/workshops, and certificates or related credentials. Please include experience with different life stages of a species when applicable.
  - 1.8.2 Qualified Biologist. A Qualified Biologist is an individual who shall have a minimum of five years of academic training and professional experience in biological sciences and related resource management activities. A Qualified Biologist shall also have a minimum of two years conducting surveys for each

species that may be present within the project area.

- 1.8.3 Biological Monitors. Biological Monitors shall have academic and professional experience in biological sciences and related resource management activities as it pertains to this project.

Permittee shall not enter into non-disclosure agreements with biological staff or otherwise implement penalties or disincentives restricting direct communication with CDFW.

- 1.9 Notification of Project Commencement/Completion. Permittee shall notify CDFW Bay Delta Region within ten (10) calendar days prior to initiation and following completion of project activities by email to [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov).

## 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 Work Period. Vegetation removal shall be limited to a period of June 15 to October 15 of each year. Encampment removal may be conducted year-round on an as needed basis, with notification to CDFW (see Measure 1.9). Encampment removal shall be restricted to dry weather only (see Measure 2.4).
- 2.2 Work Period Modification. If Permittee needs more time to complete project activities, work may be authorized outside of the work period and extended on a week-by-week basis with written approval from CDFW. Permittee shall obtain approval by providing a written request to Serena Stumpf, Environmental Scientist, by email at [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov) at least fourteen (14) calendar days prior to October 15.

The request shall include: 1) a description of the project activities already completed; 2) a description of the project activities that needs to be completed; 3) the time required to complete project activities; 4) photos of project activities that are already completed; and 5) photos of the project area that project activity will continue.

Work period variances are issued at the discretion of CDFW. CDFW will review the written request to work outside of the established work period and may require additional measures to protect fish and wildlife resources as a condition for granting the variance. Any additional measures shall be considered part of this Agreement.

- 2.3 Conduct Work during Daylight Hours. Work is restricted to daylight hours, one hour after sunrise to sunset.

2.4 Work Period in Dry Weather Only. Project activities within the riparian corridor shall be restricted to dry weather as allowed during the work period specified in Measure 2.1. Project activities shall be timed with awareness of precipitation forecasts and potential increases in stream flow. Project activities within the riparian corridor shall cease when the National Weather Service (NWS) 24-hour weather forecast indicates a 40 percent chance or higher of precipitation of at least 0.10-inch of precipitation. All necessary erosion control measures shall be implemented prior to the onset of precipitation. Any equipment and materials shall be removed if inundation is likely. Project activities halted due to precipitation may resume after a dry out period of 24-hours and when the NWS 24-hour weather forecast indicates less than a 40 percent chance of precipitation. If the rain event is more than a 0.25-inch per hour rain event, Permittee shall not recommence work until there is a dry out period of 24 hours after the rain event ceases. Weather forecasts shall be documented upon request by CDFW.

### **Biological Resource Protections**

- 2.5 Training Session for Personnel. Permittee shall ensure that a CDFW-approved qualified biologist (see Measure 1.8) conducts an education program for all persons employed on the project prior to performing project activities. Instruction shall consist of a presentation by the CDFW-approved qualified biologist that includes a discussion of the biology and general behavior of any sensitive species which may be in the area, how they may be encountered within the work area, and procedures to follow when they are encountered. The status of CESA-listed species including legal protection, penalties for violations and project-specific protective management measures provided in this Agreement shall be discussed. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to on-site project activity. Copies of the Agreement for this project shall be maintained at the worksite with the project supervisor.
- 2.6 Special-Status Fish and Wildlife Surveys. At each project location, immediately before ground disturbing activities or vegetation removal, a CDFW-approved qualified biologist (see Measure 1.8) shall survey the project area at the appropriate time of day for presence of special-status species that may be present (e.g., Amphibians, bird nests, woodrats). The CDFW-approved qualified biologist shall record all wildlife species encountered during surveys and submit the record to CDFW within seven (7) days after survey completion (see Measure 3.3). CDFW reserves the right to provide additional measures to this Agreement designed to protect special-status species.
- 2.7 Qualified Biologist and Biological Monitors with Stop Work Authorization. The CDFW-approved qualified biologist and biological monitors shall have the ability to stop or restrict work if they determine that the project activity is not in compliance

with this Agreement. If there are issues with the qualified biologist or biological monitor stopping work, please inform CDFW.

### **Nesting Bird Measures**

2.8 Nesting Bird Surveys. If project activities are scheduled between February 1 and August 15, a focused survey for active bird nests shall be conducted by the CDFW-approved qualified biologist (see Measure 1.8) within seven (7) days prior to the beginning of project activities and if there is a four day or more lapse in project construction. The methodology of the survey shall be sent to Serena Stumpf, Environmental Scientist by email at [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov) within seven (7) days of survey commencement. The results of the survey shall be sent to Serena Stumpf by the email listed above within seven (7) days of survey completion (see Measure 3.3).

The minimum survey radii surrounding the work area shall be the following: i) 250 feet for passerines; ii) 500 feet for other small raptors such as accipiters; iii) 1,000 feet for larger raptors such as buteos.

2.9 Active Nest Protection. If active nests are found, the CDFW-approved qualified biologist shall establish an appropriate buffer to comply with the Migratory Treaty Act of 1918 and Fish and Game Code 3503. The CDFW-approved qualified biologist shall document pre-construction baseline monitoring of the nest to characterize “normal” bird behavior. The CDFW-approved qualified biologist shall monitor the nesting birds and shall increase the buffer if they determine the birds are showing signs of unusual or stressed behavior by project activities. Abnormal nesting behaviors which may cause reproductive harm include, but are not limited to, defensive flights/vocalizations directed towards project personnel, standing up from a brooding position, and flying away from the nest. The CDFW-approved qualified biologist shall have authority to order the cessation of all nearby project activities if the nesting birds exhibit abnormal behavior which may cause reproductive failure (nest abandonment and loss of eggs and/or young) until an appropriate buffer is established. To prevent encroachment, the established buffer(s) shall be clearly marked for avoidance. The established buffer(s) shall remain in effect until the young have fledged or the nest has been abandoned as confirmed by the CDFW-approved qualified biologist. Signs of nest abandonment, as determined by the CDFW-approved qualified biologist, shall be reported to CDFW within 24 hours. Notification shall be made to Serena Stumpf by email at [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov).

### **California Red Legged Frog (CRLF) Measures**

2.10 In the event that California Red-Legged Frog is found within the project site, all work shall stop until the CDFW-approved qualified biologist (see Measure 1.8) relocates the animal or it leaves the project area on its own. Only the CDFW-approved qualified biologist, with appropriate federal approval, can handle and



relocate CRLF. Any sightings and/or injuries of this species shall be immediately reported to Serena Stumpf by email to [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov). Through consultation with CDFW, additional measures may be developed to protect special-status species.

### **San Francisco Dusky-Footed Woodrat (SFDFW) Protections**

- 2.11 SFDFW Surveys. Seven (7) days before project commencement a CDFW approved Qualified Biologist shall conduct a survey of San Francisco dusky footed woodrat nest(s) and determine whether the nest(s) are active or inactive. Upon survey completion, the Permittee shall submit results of the survey along with a map indicating the location(s) of the nest(s) to CDFW with seven (7) days of survey completion (see Measure 3.3).
- 2.12 Active SFDFW Buffers. If an active San Francisco dusky-footed woodrat nest is found during SFDFW surveys, the active nest site shall be designated as “Ecologically Sensitive Areas” (ESA) and protected during project construction with establishment of flagging or a fence barrier surrounding the nest site. CDFW recommends that the minimum distance of 25 feet is used for the protective buffer protecting the nest.
- 2.13 Active SFDFW. The Permittee shall avoid all active San Francisco dusky-footed woodrat nests. If SFDFW nests cannot be avoided, the Permittee shall immediately notify CDFW staff Serena Stumpf at [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov) and postpone the start of construction within 25-feet of the nest area until CDFW can consult on best management practices. Consultation is required before work begins. Any additional measures on the protection of SFDFW will be considered part of this Agreement.

### **Habitat Protection Measures**

- 2.14 Limitations on Vegetation Removal. Disturbance or removal of vegetation shall not exceed the minimum necessary to complete the work. Precautions shall be taken to avoid other damage to vegetation by people or equipment. Vegetation outside the project work area shall not be removed or damaged without prior consultation and written approval of a CDFW representative.
- 2.15 Vegetation Buffer. A 10-foot vegetated buffer from the stream bed shall be retained throughout the project area. Removal of invasive vines and encampment debris shall be removed by hand only from within the 10-foot stream bed buffer.
- 2.16 Tree Removal Conditions. Tree removal is authorized under the following conditions:

- A tree removal plan shall be submitted each year with the annual notification of routine maintenance activities for CDFW review and acceptance prior to conducting tree removal each year (see Measure 3.1).
- Upright, healthy, and undamaged living trees of all native species, 4 inches and larger diameter at breast height (dbh) shall be left intact.
- Failed or severely leaning willows (*Salix lasiolepis* or *Salix laevigata*), alder (*alnus rhombifolia*), sycamore (*plantanus racemose*), maple (*Maple acer negundo* or *Acer macrophyllum*), box elder (*Acer negundo*), or black cottonwood (*Populus trichocarpa*) measuring up to 10-inch diameter at breast height (dbh) may be removed or excessively pruned & allowed to regrow vertically under the direction of the city arborist or with concurrence of a Qualified Biologist.
- No more than 38 total trees over the 31-acre area shall be removed per year.
- All upright dead trees with 6-inch dbh or larger shall be left onsite as habitat. Large trunks and woody material too large to chip shall be left on the riparian forest floor. No root balls shall be removed.

2.17 Revegetation. Nonnative trees removed shall be replaced with native tree species at a 1:1 ratio. Native trees removed shall be shown to regrow successfully through annual monitoring or replaced at a 1:1 ratio. Successful regrowth shall include a minimum 80% survival rate over a 5 year monitoring period. Monitoring shall include documentation of plant survival, height, health, and vigor as determined by a qualified botanist. Revegetation monitoring shall be submitted at the end of each year (see Measure 3.3). Additional measures or mitigation requirements may be needed as part of site specific tree removal plans.

2.18 Goat Grazing. In the event goats are used for vegetation management and removal, goats shall be grazed in confined areas. A goat exclusion fence shall protect the 10-foot buffer and goats shall be monitored at all times. Permittee shall notify CDFW five days in advance of using goats, including the location goats will be grazing.

2.19 Invasive Plants. Permittee shall not plant, seed or otherwise introduce invasive exotic plant species. Prohibited exotic plant species include those identified in the California Exotic Pest Plant Council's database, which is accessible at: <http://www.cal-ipc.org/ip/inventory/index.php>. Invasive plant material removed during Project activities shall be bagged and appropriately incinerated or disposed of in a landfill or permitted composting facility.

## **Erosion and Sediment Control**

- 2.20 Minor Erosion Repair. In the event minor erosion repair is needed, Permittee shall use only bioengineering techniques. Hardscape such as rip-rap shall not be installed and is not covered under this Agreement.
- 2.21 Erosion Control. All exposed and disturbed areas and access points within the stream zone left barren of vegetation as a result of maintenance activities shall be restored by seeding with a blend native erosion control grass seed mix. Locally native wildflower and/or shrub seeds may also be included in the seed mix. Seeded areas shall be mulched. Seeding shall be completed between October 1 and November 15 the same year as the maintenance activity. Seeding placed after October 15 shall be covered in broadcast straw, jute netting, or similar erosion control blanket.
- 2.22 Geo-Textile and Monofilament Netting Restriction. To minimize the risk of entangling and strangling wildlife, Permittee shall not place erosion control materials containing synthetic (e.g., plastic or nylon) monofilament netting. Any geo-textile material or filter fabric used within the Project boundary shall not contain petroleum-based products. Geotextiles, fiber rolls, and other erosion control measures shall be made of loose-weave mesh, such as jute, coconut (coir) fiber, or other products without welded weaves. No geotextile fabrics shall be placed where they may be exposed to stream flows.
- 2.23 Erosion Control Monitoring. Permittee shall monitor erosion control measures during and after each storm event and repair and/or replace ineffective measures immediately.
- 2.24 Cease Project for Elevation of Turbidity Levels. Upon CDFW determination that turbidity/siltation levels resulting from project related activities are a threat to aquatic life, activities associated with the turbidity/siltation levels shall stop until effective CDFW-approved control devices are installed, or abatement procedures are initiated.

## **Equipment and Vehicles**

- 2.25 Operating Equipment and Vehicle Leaks. Any equipment or vehicles driven and/or operated adjacent to the stream shall be checked and maintained daily to prevent leaks of materials that could be deleterious to aquatic and terrestrial life or riparian habitat.
- 2.26 Stationary Equipment Leaks. Stationary equipment such as motors, pumps, generators, and welders, located within or adjacent to the stream shall be positioned over drip pans. Stationary heavy equipment shall have suitable containment to handle a catastrophic spill/leak.

2.27 Equipment Storage. Staging and storage areas for equipment, materials, fuels, lubricants, and solvents, shall be located outside of the stream channel and banks.

### **Material Handling, Debris, and Waste**

2.28 Stockpiled Materials. Building materials and/or construction equipment shall not be stockpiled or stored where they may be washed into the water or cover aquatic or riparian vegetation. Stockpiles shall be covered when measurable rain is forecasted.

2.29 No Dumping. Permittee and all contractors, subcontractors, and employees shall not dump any litter or construction debris within the stream, or where it may pass into the stream. Permittee shall pick up and properly dispose of all trash (e.g., food wrappers, zip ties, etc.) daily.

2.30 Disposal and Removal of Materials. All removed spoils and construction debris shall be moved outside the work area prior to inundation by water. Spoil sites shall not be located within the stream channel or areas that may be subjected to stream flows, where spoil may be washed back into a stream, or where it may impact streambed habitat, aquatic or riparian vegetation. All removed material shall be disposed of according to state and local laws and ordinances.

2.31 Removal of Construction Materials. Within 72 hours of Project completion, Permittee shall remove of all construction related materials (including any silt fencing) from the property.

### **Toxic and Hazardous Material**

2.32 Deleterious 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 deleterious to aquatic life, wildlife, or riparian habitat resulting from the project related activities shall be prevented from contaminating the soil and/or entering the Waters of the State. Any hazardous or toxic materials that could be deleterious to aquatic life shall be contained in watertight containers or removed from the project site.

### **Spills and Emergencies**

2.33 Spill Kits. Prior to entering the work site, all field personnel shall know the location of spill kits and be trained in their appropriate use.

2.34 Spill of Material Deleterious to Fish and Wildlife. In the event of a hazardous materials spill into a stream (e.g., concrete or bentonite), the Permittee shall immediately notify the California Office of Emergency Services State Warning Center by calling 1-800-852-7550 and immediately provide written notification to CDFW by email at [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov). The Permittee shall take all

reasonable measures to document the extent of the impacts and affected areas including photographic documentation of affected areas and injured or dead fish and wildlife species. The Permittee shall meet with CDFW within ten (10) days of the reported spill in order to develop a resolution including: site clean-up, site remediation and compensatory mitigation for the harm caused to fish, wildlife and the habitats on which they depend as a result of the spill. The Permittee shall be responsible for all spill clean-up, site remediation and compensatory mitigation costs. Spill of materials to waters of the state that are deleterious to fish and wildlife are in violation of Fish and Game Code section 5650 et. seq.

### **3. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 3.1 Annual Notification of Routine Maintenance Activities. Permittee shall provide written notification to CDFW by email to Serena Stumpf at [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov) of proposed routine maintenance activities to be performed that year by May 1 of each year. The written notification of proposed routine maintenance activities shall describe the project location, length and width of impact area, square footage of areas of vegetation to be removed, a tree removal plan for CDFW review and acceptance including the number, species, and dbh of trees planned for removal, resource avoidance measures, revegetation plans, and potential presence of sensitive species. Permittee shall be notified if notifications are deemed incomplete by CDFW. Each annual notification of proposed routine maintenance activities shall be added to this Agreement as Attachment C-Year (e.g. C-2021, C-2022, etc.)
- 3.2 Annual Notification of Completed Projects and Payment of Fees. Permittee shall provide to CDFW an annual written notification by November 15 of routine maintenance projects completed within the year. As part of the annual notification, an annual report shall be provided for each routine maintenance project with the following information: 1) a list of all wildlife species encountered during surveys and routine maintenance activities, and 2) photo documentation of each project location showing a minimum of four (4) flagged vantage points (noting the vantage point in relation to the waterway in each photo) for revegetation zones and work area(s) with photos taken before, during and after project activities. Annual reports shall be submitted whether or not maintenance projects were conducted in that period. Applicable fees payable to the CDFW shall accompany each annual report. The fee amount shall be in accordance with the most recent fee schedule, as published by the CDFW for work performed under a Routine Maintenance Agreement based on the number of maintenance projects completed within each semiannual period. CDFW may terminate this Agreement if reports and applicable fees are not submitted within 30 days of the due date.
- 3.3 Submission of Revegetation Monitoring Report. The Revegetation Monitoring Report (see Measure 2.17) shall be submitted to CDFW by December 31 each

year in which monitoring occurs, starting the year of initial planting. The report shall include monitoring data, a discussion of restoration success criteria, and recommendations, if applicable. A final monitoring report shall be provided at the end of the 5 year monitoring period. The final monitoring report shall provide documentation including photographs and monitoring data to confirm restoration success criteria have been met. The Revegetation Monitoring Report may be submitted separately or included with the annual notification of completed projects.

- 3.4 Survey Reports. Survey results for nesting birds and special status species surveys shall be submitted to CDFW within seven (7) days of survey completion.
- 3.5 Notification to the California Natural Diversity Database. If any listed, rare, or special status species are detected during project surveys, on, and/or around the project site during project activities, the Permittee shall submit CNDDDB Field Survey Forms to CDFW in the manner described at the CNDDDB website (<https://www.wildlife.ca.gov/Data/CNDDDB/Submitting-Data>) within five (5) working days of the sightings. Copies of such submittals shall also be submitted to the CDFW regional office as specified below.

### **CONTACT INFORMATION**

Any communication that Permittee or CDFW submits to the other shall be in writing and any communication or documentation shall be delivered to the address below by U.S. mail or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

#### To Permittee:

Mark Dettle  
City of Santa Cruz, Department of Public Works  
809 Center Street  
Santa Cruz, CA 95061  
Phone – (831) 420-5160  
Email – [mdettle@cityofsantacruz.com](mailto:mdettle@cityofsantacruz.com)

#### To Contact:

Filipina Warren  
City of Santa Cruz  
1125 River Street  
Santa Cruz, CA 95060  
Phone – (831) 420-5559  
Email – [fwarren@cityofsantacruz.com](mailto:fwarren@cityofsantacruz.com)

#### To CDFW:

Department of Fish and Wildlife

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Bay Delta Region  
2825 Cordelia Road, Suite 100  
Fairfield, CA 94534  
Attn: Lake and Streambed Alteration Program – Serena Stumpf  
Notification #1600-2021-0019-R3  
Phone – (707) 337-1364  
Email – [serena.stumpf@wildlife.ca.gov](mailto:serena.stumpf@wildlife.ca.gov)

## **LIABILITY**

Permittee shall be solely liable for any violations of the Agreement, whether committed by Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents or contractors and subcontractors, to complete the project or any activity related to it that the Agreement authorizes.

This Agreement does not constitute CDFW's endorsement of, or require Permittee to proceed with the project. The decision to proceed with the project is Permittee's alone.

## **SUSPENSION AND REVOCATION**

CDFW may suspend or revoke in its entirety the Agreement if it determines that Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and subcontractors, is not in compliance with the Agreement.

Before CDFW suspends or revokes the Agreement, it shall provide Permittee written notice by certified or registered mail that it intends to suspend or revoke. The notice shall state the reason(s) for the proposed suspension or revocation, provide Permittee an opportunity to correct any deficiency before CDFW suspends or revokes the Agreement, and include instructions to Permittee, if necessary, including but not limited to a directive to immediately cease the specific activity or activities that caused CDFW to issue the notice.

## **ENFORCEMENT**

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

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

## **OTHER LEGAL OBLIGATIONS**

This Agreement does not relieve Permittee or any person acting on behalf of Permittee, including its officers, employees, representatives, agents, or contractors and

subcontractors, from complying with, or obtaining any other permits or authorizations that might be required under, other federal, state, or local laws or regulations before beginning the project or an activity related to it. For example, if the project causes take of a species listed as threatened or endangered under the 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 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 submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and 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). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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 submit to CDFW a completed CDFW "Request to Amend Lake or Streambed Alteration" form and include with the completed form payment of the minor amendment fee identified in



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CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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 submit to CDFW a completed CDFW "Request to Extend Lake or Streambed Alteration" form and 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)). Submit the form and fee to the CDFW regional office that serves the area where the project is located.

## **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 California Environmental Quality Act (CEQA); and 3) after payment of the applicable Fish and Game Code section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire on December 31, 2025, 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 Site Map
- B. Exhibit B Site Photos

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**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**

The undersigned accepts and agrees to comply with all provisions contained herein.

**FOR CITY OF SANTA CRUZ DEPARTMENT OF PUBLIC WORKS**

DocuSigned by:  
*Filipina Warren*  
089A6218406C448...

5/9/2022

Filipina Warren  
Public Works Operations Manager

Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**

DocuSigned by:  
*Craig J Weightman*  
7988F6C4EDC24E2

7/11/2022

Craig J. Weightman  
Environmental Program Manager

Date

Prepared by: Serena Stumpf, Environmental Scientist