



State of California – Natural Resources Agency  
DEPARTMENT OF FISH AND WILDLIFE  
South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
(858) 467-4201  
[www.wildlife.ca.gov](http://www.wildlife.ca.gov)

*EDMUND G. BROWN JR., Governor*  
*CHARLTON H. BONHAM, Director*



August 26, 2016

Michael Gregoryk  
Mt. San Antonio Community College District  
1100 North Grand Ave.  
Walnut, CA 91789  
E-mail: [Michael.Gregoryk@mtsac.edu](mailto:Michael.Gregoryk@mtsac.edu)

Subject: Final Lake or Streambed Alteration Agreement  
Notification No. 1600-2015-0022-R5  
West Parcel Solar Project

Dear Mr. Gregoryk:

Enclosed is the final Streambed Alteration Agreement (Agreement) for the West Parcel Solar Project (Project). Before the California Department of Fish and Wildlife (Department) may issue an Agreement, it must comply with the California Environmental Quality Act (CEQA). In this case, the Department, acting as a responsible agency, filed a Notice of Determination (NOD) within five working days of signing the Agreement. The NOD was based on information contained in the final Environmental Impact Report prepared by the lead agency.

Under CEQA, the filing of an NOD triggers a 30-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 matter, please contact Victoria Chau, Environmental Scientist, at 562-430-5082 or [Victoria.Chau@wildlife.ca.gov](mailto:Victoria.Chau@wildlife.ca.gov).

Sincerely,

Betty Courtney  
Environmental Program Manager  
Department of Fish and Wildlife

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

**STREAMBED ALTERATION AGREEMENT**  
NOTIFICATION NO. 1600-2015-0022-R5, Rev. 2

MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT  
WEST PARCEL SOLAR PROJECT

This Streambed Alteration Agreement (Agreement) is entered into between the California Department of Fish and Wildlife (CDFW) and Mount San Antonio Community College District, as represented by Mr. Michael Gregoryk (Permittee).

**RECITALS**

WHEREAS, pursuant to Fish and Game Code (FGC) section 1602, Permittee notified CDFW on February 9, 2015 that Permittee intends to complete the project described herein. On March 9, 2015 CDFW determined that the application submitted was incomplete. On June 3, 2015 the Streambed Alteration Agreement Application was updated and resubmitted to CDFW. On September 29, 2015, the Permittee provided an updated information for the application.

WHEREAS, pursuant to FGC section 1603, CDFW has determined that the project could substantially adversely affect existing fish or wildlife resources and has included measures in this Agreement necessary to protect those resources.

WHEREAS, Permittee has reviewed this 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 is located on property owned by Permittee within the City of Walnut, a roughly triangular footprint abutted to the northeast by North Grand Avenue between its intersections with West Temple Avenue and Stonybrook Drive, west of Regal Canyon, and north of Stony Brook Drive just south of the main Mount San Antonio College Campus. The project would impact two unnamed tributaries to Snow Creek, in the County of Los Angeles, State of California; Latitude 34.0428, Longitude -117.8478; Assessor's Parcel Number 870-902-3917.

**PROJECT DESCRIPTION**

The project is limited to the grading of two, unimproved and unnamed ephemeral

streambeds (tributaries to Snow Creek). The northern streambed traverses the 27.65 acre parcel from west to east and exits the project site via a culvert under North Grand Avenue, discharging into Snow Creek. The second streambed originates onsite and also drains to the east, discharging in Snow Creek via an existing culvert under Grand Avenue. The grading of the ephemeral streambeds has been identified by the Permittee as necessary to accommodate future access and to accommodate a building pad for the approximately two (2) megawatt photovoltaic solar project on approximately 17.22 acres. The Permittee intends to fill 575 feet of the northern ephemeral drainage into a culvert of unspecified size, design, or inlet and outfall design.

The natural channel in the northern portion of the project site will be replaced over most of its length by an 18-inch reinforced concrete pipe culvert. Water will be directed into the pipe on the upper end by a 4-foot tall set of wingwalls. The lower end of this culvert will attach to the existing culvert under Grand Avenue. A conceptual drawing dated January 1, 2014 provides a general alignment of the proposed culvert. This Agreement does not authorize any culvert design or placement until CDFW receives and approves a final culvert design that incorporates commensurate avoidance, minimization, and mitigation measures.

Receiving waters (Snow Creek) shall not be subject to increased flow rates or turbidity post-project. Should erosion of the streambed occur adjacent to, or in the localized vicinity of the outlet, then this erosion could be reasonably attributed to the project, and the Permittee will take corrective maintenance action to remedy the situation in a manner that maintains or enhances the biological values of the stream and surrounding upland habitat.

Additionally, the project includes the restoration of approximately 0.32 acre of mule fat scrub creation (minimum 0.06 acre), enhancement (minimum of 0.12 acre), and streambed creation (minimum of 0.14 acre) associated with planting and limited weeding activities specified as mitigation required pursuant this Agreement. No earthwork is authorized associated with restoration activities.

## **PROJECT IMPACTS**

The proposed project would impact 0.06 acres of mule fat scrub, and 0.14 acres of sparsely vegetated ephemeral streambed.

Existing fish or wildlife resources the project could substantially adversely affect include: Burrowing owl (*Athene cunicularia*), California gnatcatcher (*Polioptila californica*), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegensis*), California horned lark (*Eremophila alpestris actia*), southern California rufous-crowned sparrow (*Aimophila ruficeps canescens*), San Diego pocket mouse (*Chaetodipus fallax*), San Diego black-tailed jackrabbit (*Lepus californicus bennettii*), general raptor foraging habitat and behaviors, and general avian nesting activities. Existing vegetation resources which may

be impacted by the proposed project include: California sagebrush (*Artemisia californica*), buckwheat species (*Eriogonum sp.*), white sage (*Salvia apiana*), black sage (*Salvia mellifera*), lemonade berry (*Rhus integrifolia*), arroyo willow (*Salix lasiolepis*), blue elderberry (*Sambucus nigra canadensis*), mule fat (*Baccharis salicifolia*), and coast prickly pear (*Opuntia littoralis*).

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

- a) Impacts to the bed, bank, and channel through the loss of natural bed or bank;
- b) Change in gradient of bed, channel, or bank;
- c) Debris transport impedance (from culverts)
- d) Impacts to water quality through: Increased turbidity; increase in water velocity; short-term release of contaminants (e.g., incidental from construction);
- e) Impacts to the bed, channel and direct impacts to wildlife and their habitat through: loss or decline of riparian and/or emergent marsh habitat; loss or decline of instream channel habitat;
- f) Change to, or loss or decline of natural bed substrate; construction pits and trenches that can capture terrestrial organisms; disruption to nesting birds and other wildlife; direct take of terrestrial species;
- g) Loss of wildlife connectivity to water source; loss or impediment of terrestrial animal species travel routes due to permanent structures
- h) Impacts to natural flow and effects of habitat structure and process through: change in stream flow (Q); change in sediment delivery below intake; change in flow depth, width or velocity; or,
- i) Change in percolation; and a cumulative effect when other diversions on the same watercourse are considered.

## **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 this Agreement, any extensions and amendments to this 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 this Agreement and any extensions and amendments to this 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 this 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 this Agreement.
- 1.5 Stream and Lake Defined. A stream is defined as a body of water that flows perennially, intermittently, or ephemerally. Streams can include a channel, banks, bed, and floodplains where these features are present. Lake is defined as a perennial, intermittent, or ephemeral body of water substantially at rest within a defined basin.
- 1.6 Construction/Work Schedule. The Permittee shall submit a construction/work schedule to CDFW (mail, or email, with reference to Agreement 1600-2015-0022- R5) prior to beginning any activities covered by this Agreement. The Permittee shall also notify CDFW upon the completion of the activities covered by this Agreement.
- 1.7 Notification Prior to Work. The Permittee shall notify CDFW, in writing, at least 5 days prior to initiation of construction (Project) activities and at least 5 days prior to completion of construction (Project) activities. Notification shall be sent to CDFW's South Coast Office at the address above, ATTN: Streambed Alteration Program – SAA No# 1600-2015-0022-R5.
- 1.8 Notification of Completion. The Permittee shall notify CDFW upon completion of this project. A final inspection shall be made when all construction work is completed and revegetation efforts have begun.
- 1.9 Annual Notification. The Permittee shall provide written annual notification (Calendar year) to CDFW, of all impact areas covered by his agreement.
- 1.10 Fuel Modification Zones. This Agreement does not authorize impacts associated with fuel modifications zones not specifically identified within the notification package.
- 1.11 Culvert Designs. The Permittee shall submit final culvert designs to CDFW for written approval no more than sixty (60) days after execution of this Agreement. The Permittee shall resolve all CDFW comments on the culvert designs prior to initiation of project activities, including site preparation.

## **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.

### **Limits of Disturbance**

- 2.1 Designate Representative. Before initiating ground- or vegetation-disturbing project activities, Permittee shall designate a representative (Designated Representative) responsible for communications with CDFW and overseeing compliance with this Agreement. The Permittee shall notify CDFW in writing thirty (30) days prior to commencement of ground- or vegetation-disturbing activities of the Designated Representative's name, business address, and contact information. Permittee shall notify CDFW in writing if a substitute Designated Representative is selected or identified at any time during the term of this Agreement.
- 2.2 Designated Biologist. At least thirty (30) days before initiating ground- or vegetation-disturbing activities, Permittee shall submit to CDFW in writing the name, qualifications, business address, and contact information for a biological monitor (Designated Biologist). Permittee shall obtain CDFW's written approval of the Designated Biologist prior to the commencement of project activities in the stream. The Designated Biologist shall be knowledgeable and experienced in the biology and natural history of local fish and wildlife resources present at the project site. The Designated Biologist shall be responsible for monitoring all project activities, including construction and any ground- or vegetation-disturbing activities in areas subject to this Agreement.
- 2.3 Designated Biologist Authority. The Designated Biologist shall have authority to immediately stop any activity that is not in compliance with this Agreement, and/or to order any reasonable measure to avoid or minimize impacts to fish and wildlife resources. Neither the Designated Biologist nor CDFW shall be liable for any costs incurred as a result of compliance with this measure. This includes cease-work orders issued by CDFW. If there is a threat of harm to any sensitive species, or other aquatic wildlife the biologist shall halt construction and notify (or leave a message for) Senior Environmental Scientist, Erinn Wilson. Consultation with CDFW is required before re-commencing work.
- 2.4 Minimize Disturbance to Stream Zone. Disturbance or removal of vegetation shall not exceed the limits approved by CDFW. Within the stream zone, the area of disturbance shall be confined to the smallest practical area considering topography; placement of facilities; locations of burrows, nesting sites or dens; public health and safety; and other limiting factors. The development of all access shall be minimized and constructed without the clearing of vegetation and blading where feasible. Wherever possible, rather than clearing vegetation and grading, equipment and vehicles shall use existing surfaces or previously disturbed areas. The Designated Biologist shall ensure that blading is conducted

only where necessary. All new roadways not necessary for continued facility maintenance shall be blocked, ripped, and revegetated following completion of construction to restore habitat and prevent public use. Where grading is necessary, surface soils shall be stockpiled and replaced following construction to facilitate habitat restoration. To the extent possible, disturbance of shrubs and surface soils due to stockpiling shall be minimized.

- 2.5 Demarcate Work Area and Access Boundaries. In consultation with a qualified biologist, the Permittee or Designated Representative shall demarcate the boundaries of the confirmed disturbance area within the stream zone. The area shall be marked at intervals of no less than 15 feet and not to exceed twenty-five (25) feet upstream or twenty-five (25) feet downstream from the centerline of the work area. All forms of markings shall be in place prior to and during periods of operation. All persons employed or otherwise working on the project site shall be instructed by Permittee or Designated Representative about the restrictions that the flagging represents.
- 2.6 Vegetation Marked for Protection. Prior to clearing and grubbing operations, Designated Biologist shall clearly mark vegetation within the project area that shall be avoided. Cactus intended for salvage shall be marked prior to clearing or grubbing operations.
- 2.7 Location of Surface-Disturbance Activities. To the extent possible, previously disturbed areas within the project sites shall be used for stockpiling excavated materials, vegetation, equipment storage, borrow pits, locations of trailers, parking, and any other surface-disturbing activity.
- 2.8 Remove Cleared Material from Stream. All trimmed or cleared material/vegetation shall be removed from the area and deposited where it cannot re-enter the stream.
- 2.9 Worker Environmental Awareness Program (WEAP). Permittee shall utilize the WEAP for all phases of construction (e.g., surveys, monitoring, site mobilization, ground disturbance, grading, construction, operation, site cleanup, and restoration activities). The WEAP shall identify biological resources and BMPs specific to those activities authorized under this agreement for minimizing impacts to fish and wildlife resources. Interpretation shall be provided for non-English speaking workers, and the same instruction shall be provided for any new workers prior to their working on-site. The names of all on-site personnel (e.g. surveyors, construction engineers, employees, contractors, contractor's employees, subcontractors) who have participated in the education program shall be kept on file and made available to CDFW at the project field construction office. The program shall include but not be limited to the following:
  - Photographs and habitat descriptions for all special status species

that may occur on the project site, information on their distribution, general behavior, and ecology;

- The sensitivity of these species to human activities; legal protections afforded these species;
- BMPs for protecting species; penalties for violation of state and federal laws; worker responsibilities for trash disposal and safe and humane treatment of any special status species found on the project site; reporting requirements;
- Any specific measures required of workers to prevent taking of threatened or endangered species;
- Handout materials summarizing all the contractual obligations and protective requirements specified in project permits and approvals; and,
- Requirements and penalties regarding adherence to speed limits on the project site.

2.10 Secure Work Area. The work area shall be secured from trespass when determined by CDFW that fish or wildlife resources are vulnerable to damage from unsupervised public access.

### **Timing and Seasonal Restrictions**

2.11 Work Period in Dry Weather Only. Work within the stream zone shall be restricted to periods of no stream flow and dry weather. Precipitation forecasts and potential increases in stream flow shall be considered when planning construction activities. Construction activities shall cease and all necessary erosion control measures shall be implemented prior to the onset of precipitation. Construction activities halted due to precipitation may resume when precipitation ceases and the National Weather Service 72 hour weather forecast indicates a 20% or less chance of precipitation, provided no work occurs in the stream bed if water is flowing. If a construction phase may cause the introduction of sediments into the stream no phase of the project shall commence unless all equipment and materials are removed from the channel at least 12 hours prior to the onset of precipitation and all associated erosion control measures are in place prior to the onset of precipitation. No work shall occur during a dry-out period of 24 hours after the above referenced wet weather. Weather forecasts shall be documented upon request by CDFW.

2.12 Post Storm Event Inspection. After any storm event, Permittee shall inspect all sites where construction has occurred, is scheduled to begin or scheduled to continue construction within the next 72 hours. Corrective action for erosion and sedimentation shall be taken as needed and reported to CDFW. National Weather Service 72 hour weather forecasts shall be reviewed prior to the start of any phase of the project that may result in

sediment runoff to the stream, and construction plans adjusted to meet this requirement. The National Weather Service forecast can be found at <http://www.weather.gov>.

### **Avoid/Minimize Effects of Equipment**

- 2.13 Minimize Vehicle Parking. Vehicles may enter and exit the Work Area as necessary for project activities, but may not be parked overnight within ten (10) feet of the drip line of any trees; nor shall vehicles be parked where mechanical fluid leaks may potentially enter the waters of the state.
- 2.14 Building Material Storage. Project building material and/or construction equipment shall not be placed where materials could pass into the waters of the state or where they may cover aquatic or riparian vegetation.
- 2.15 Spoil Sites. Spoil sites shall not be located within a stream, where spoils may be washed back into a stream, or where it may cover aquatic or riparian vegetation.
- 2.16 Hours of Operation and Lighting. Permittee's construction activities shall take place during daylight hours only. No night work or lights are authorized. Work is allowed one hour after sunrise, and must stop one hour prior to sunset.
- 2.17 Authorized Vehicles. Vehicles shall not be driven or equipment operated in water- covered portions of a stream, or where wetland vegetation, riparian vegetation, or aquatic organisms may be harmed or destroyed, except where authorized by this agreement.
- 2.18 Pick Up Debris. Permittee shall pick up all debris and waste daily.
- 2.19 Trash Receptacles. The Permittee shall install and use fully covered trash receptacles with secure lids (wildlife proof) that contain all food, food scrapes, food wrappers, beverage and other miscellaneous trash generated by work force personnel.

### **Species Measures**

- 2.20 Leave Wildlife Unharmd. If any wildlife is encountered during the course of construction, said wildlife shall be allowed to leave the construction area unharmed. If any listed wildlife is encountered, the Permittee shall contact CDFW immediately.
- 2.21 Cover Trenches and Other Hazards. All steep-walled trenches or

excavations used during the project shall be covered at all times, except when being actively used, to prevent entrapment of wildlife (e.g., reptiles and small mammals). If trenches cannot be covered, exclusion fencing shall be installed around the trench or excavation. Open trenches, or other excavations, shall be inspected by the qualified biologist a minimum two times per day, once at the start of the work day and once immediately prior to concluding the day's work, and immediately before backfilling. All employees, contractors, or visitors shall look under their vehicles and equipment before movement. If wildlife is observed, no vehicles or equipment would be moved until the animal has left the area voluntarily or can be moved by a qualified biologist. If any life stages of any native vertebrate species are found in the path of construction, the monitor shall make every effort to relocate the species to a safe location. Exclusionary devices shall be erected to prevent the migration into or the return of species into open trenches or excavations. Should no biological monitor be available, these activities shall be halted until the biological monitor is present.

- 2.22 Check for Wildlife in Pipes/Construction Materials. Permittee shall visually check all cavities and construction materials for the presence of wildlife sheltering within them prior to the moving the material, or shall have the crevices capped while stored on site so as to prevent wildlife from entering. All permanent pipes shall be capped and maintained for the life of the project or until they are removed.

### **Nesting Bird Surveys**

- 2.23 Vegetation Removal and Construction Outside or the Bird Nesting Season. Vegetation removal shall not occur in riparian/ riparian scrub habitats during the avian breeding season (February 1 through September 1) when nests are present within 500 feet of the proposed work. For construction activities during the avian breeding season, in other less dense habitats and within 500 feet of streams, vegetation removal may occur, if necessary (refer to Condition 2.4 when determining if vegetation removal is necessary), after a pre-construction bird nesting survey has been conducted and no nests covered under Fish and Game Code sections 3503, 3503.5, 3511, and 3513 are detected. Surveys shall be conducted no more than 3 days prior to the start of any phase of construction at locations that have not been "active" for a week (7 days). For the purpose of this Agreement, "active" construction means primary construction activities including, but not limited to, grading, grubbing, pile driving, or excavation. It does not include; BMP inspections, monitoring, road watering, and surveys.

Surveys during the avian breeding season shall be conducted within a 500-foot-buffer area for the presence/absence of breeding avian species, as

well as nests or nest-building activity. The biologist will primarily inspect project areas proposed for physical disturbance within and near the unnamed streams; including vegetation that may support nesting birds. The biologist will conduct surveys during weather that is conducive to observing birds and will avoid conducting surveys during heavy rain, high winds (> 20 MPH), dense fog, or extreme temperatures (over 95° F or 35° C). Data recorded on standardized field monitoring logs during each survey will include a notation of the date and time of the survey; investigators present; weather conditions; evidence of species presence (observation, vocalization, etc.); all other bird species or signs of such observed; avian behavior; habitat type; representative photo (if possible); and disturbance regime present.

If breeding activities and/or an active bird nest(s) are located within 500 feet of active construction adjacent to streams the following systematic methods for safeguarding relevant avian species protected by international treaty under the Federal Migratory Bird Treaty Act (MBTA) of 1918(50 C.F.R. Section 10.13) and Fish and Game Codes sections 3503, 3503.5, 3511, and 3513 will be implemented by the Permittee. The Permittee shall implement appropriate buffers as established by the avian biologist and accepted by the Permittee. This plan applies to avian species found within the 500-foot-buffer surrounding active project construction areas. A weekly Nest Monitoring Log of all active nests within 500 feet of jurisdiction streams will be provided to CDFW.

- 2.24 Burrowing Owl. Pursuant to CDFW's 2012 Staff Report on Burrowing owl, a Phase 1 burrowing owl survey shall be conducted prior to the start of construction, the results of which will be provided to CDFW a minimum of thirty (30) days prior to the start of construction. If burrowing owl are identified, a minimum of 19.5 acres of suitable burrowing owl habitat shall be provided for each impacted burrow. For each 19.5 acres provided, a minimum of 3 burrowing owl suitable burrows or artificial burrows shall be provided.
- 2.25 Coast Prickly Pear Cactus. Coast prickly pear cactus (*Opuntia littoralis*) within the stream zone that cannot be avoided shall be translocated to a CDFW approved mitigation site (i.e., coastal sage scrub restoration areas on Attachment A).
- 2.25.1 Translocated Cactus. All translocated prickly pear cactus shall monitored for survival for a minimum of five (5) years. Should translocations fail, pads shall be collected from an appropriate donor site and monitored for success for a minimum of fifteen (15) years. Translocations shall be protected from herbivory.

## Protected Species

- 2.26 Protected Species Defined. This Agreement does not authorize take, incidental or otherwise, of any protected species including least Bell's vireo (*Vireo pusillus*), coastal cactus wren (*Campylorhynchus brunneicapillus sandiegensis*), or California gnatcatcher (*Polioptila californica*). For the purpose of this Agreement, "protected species" means the following: a species fully protected under state law; a species listed under the California Endangered Species Act (Fish & G. Code § 2050 et seq.) and/or Endangered Species Act (16 U.S.C. § 1531 et seq.); a species identified by CDFW as a species of special concern; or any other species for which take is prohibited under state or federal law.
- 2.27 Survey Completed by Qualified Biologist. In areas with suitable habitat, the Permittee shall have a qualified biologist survey the proposed work area to verify the presence or absence of special-status including least Bell's vireo, coastal cactus wren, and California gnatcatcher. The results of these surveys shall be provided to CDFW, along with copies of all field notes, and an evaluation matrix prior to the initiation of work within jurisdictional streams. The surveys shall be conducted pursuant to protocol survey guidelines established by the CDFW, U.S. Fish and Wildlife Service (USFWS). The biologist shall possess all required permits.
- 2.28 California Native Species Field Survey Form. If any protected species are observed during project surveys, the Permittee shall submit a California Native Species Field Survey Form and survey map to the Natural Diversity Database (CNDDDB) within 30 working days of the sightings. The form is available online at <https://nrm.dfg.ca.gov/FileHandler.ashx?DocumentID=25739&inline=1>. Instructions for completing and submitting the form are available at [http://www.dfg.ca.gov/biogeodata/cnddb/submitting\\_data\\_to\\_cnddb.asp](http://www.dfg.ca.gov/biogeodata/cnddb/submitting_data_to_cnddb.asp).
- 2.29 Submittal of CNDDDB forms to Region. All CNDDDB forms shall also be submitted electronically to the CDFW regional staff representative at [R5LSACompliance@wildlife.ca.gov](mailto:R5LSACompliance@wildlife.ca.gov) within 30 days.
- 2.30 Dead or Injured Protected Species. Any dead or injured protected species found along project roads or in project disturbance areas shall be reported electronically to the regional CDFW representative at [Erinn.Wilson@wildlife.ca.gov](mailto:Erinn.Wilson@wildlife.ca.gov) within 48 hours. The biologist shall report the location, cause of death, species found, and any other relevant information.

## Fill and Erosion

- 2.31 Minimum Fill Necessary. Fill shall be limited to the minimal amount

necessary to accomplish the agreed activities. Excess fill material shall be moved off-site at Project completion.

- 2.32 Trenching/Excavation Spoils. No castings or spoil from the trenching / excavation operations shall be placed on the stream side of the trenching / excavation site.
- 2.33 Disturbed Soils. Permittee shall stabilize all disturbed soils within the Project site to reduce erosion potential, both during and following construction. Planting, seeding with native species, sterile seed mix, and mulching is acceptable. Where suitable vegetation cannot reasonably be expected to become established, non-erodible materials, such as coconut fiber matting, shall be used for such stabilization.
- 2.34 No Work During Rain. No work within the banks of the stream will be conducted during or immediately following large rainfall events. All disturbed soils within the Project site shall be stabilized to reduce erosion potential, both during and following construction. Temporary erosion control devices, such as straw bales, silt fencing, and sand bags, may be used, as appropriate, to prevent siltation of the stream. Any installation of non-erodible materials not described in the original Project description shall be coordinated with CDFW.
- 2.35 Silty Water. Silty water shall not be discharged into the stream, or created within the stream. The Permittee's ability to minimize siltation shall be the subject of preconstruction planning and feature implementation. Precautions to minimize siltation may require that the work site be isolated so that silt, or other deleterious materials are not allowed to pass to downstream reaches. The placement of any structure or materials in the stream for this purpose, not included in the original Project description, shall be coordinated with CDFW. If it is determined that silt levels resulting from Project-related activities constitute a threat to aquatic life, activities associated with the siltation shall be halted until effective CDFW-approved control devices are installed, or abatement procedures are initiated.

### **Flow Diversions and Dewatering**

- 2.36 Flow Diversions and Dewatering. Flow Diversion and Dewatering are not authorized under this agreement.

### **Equipment and Access**

- 2.37 Equipment, Vehicle Spills, and Contaminants. Any equipment or vehicles driven and/or operated within or adjacent to the stream zone shall be checked and maintained daily, to prevent leaks of materials that if

introduced to water could be deleterious biological resources. The Permittee shall maintain all vehicles and equipment in proper working condition to minimize fugitive emissions and accidental spills from motor oil, antifreeze, hydraulic fluid, grease, or other fluids or hazardous materials. All fuel or hazardous waste leaks, spills, or releases shall be stopped or repaired immediately and cleaned up at the time of occurrence. The Permittee shall be responsible for spill material removal and disposal to an approved offsite landfill and spill reporting to the permitting agencies. Service construction equipment shall be stored at designated areas only. Service/maintenance vehicles shall carry appropriate equipment and materials to isolate and remediate leaks or spills. A spill containment kit shall be available onsite for all fueling, maintenance, and construction activities.

- 2.38 Drip Pans. Stationary equipment such as cranes, motors, pumps, generators, and welders located within or adjacent to the stream shall be positioned over drip pans.

### **Pollution Sediment and Litter**

- 2.39 Keep Polluted Water from Entering Stream Zone. Water containing mud, silt, or other pollutants from aggregate washing or other activities shall not be allowed to enter a flowing stream or placed in locations that may be subject to high storm flows.
- 2.40 Keep Pollutants Out of Stream Zone. No debris, soil, silt, sand, bark, slash, sawdust, rubbish, construction waste, cement or concrete or washings thereof, asphalt, paint, oil or other petroleum products, or any other substances/materials associated with any project-related activity shall be allowed to contaminate the soil and/or enter into or be placed where they may be washed by rainfall or runoff into a stream or lake. Any of these substances/materials, placed within or where they may enter a stream or lake, by the Permittee or any party working under contract, or with the permission of the Permittee, shall be removed immediately upon observation of their presence. When operations are completed, any excess materials or debris shall be removed from the work area.
- 2.41 Litter and Pollution Control. The 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 the Permittee to ensure compliance. All trash and food-related items shall be disposed in containers with secure lids to prevent wind and wildlife from opening containers. Trash containers shall be emptied daily and removed from the project site when construction is complete.
- 2.42 Work in Wetted Areas. Equipment shall not be operated in wetted areas

(including but not limited to ponded, flowing, or wetland areas) without the prior written approval of CDFW.

2.43 Restore Normal Flows. Permittee shall restore normal flows to the effected stream immediately upon completion of work at that location.

2.44 Discharge Sites. Permittee shall control flow rates at the discharge location along Snow Creek via upstream engineering options (e.g. flow controls, widening the channel/conduit for flows) within the footprint of the proposed impacts to the ephemeral streams.

### **3. Compensatory Measures**

To compensate for adverse impacts to fish and wildlife resources identified above that cannot be avoided or minimized, Permittee shall implement each measure listed below.

- 3.1 Mitigation for Impacts to 0.06 acre of mule fat scrub and 0.14 acre of ephemeral streambed. The Permittee shall mitigate 0.20 acre of impacts to streams through the creation (at least 0.20 acre for impacts), and restoration and preservation of no less than 0.12 acre of mule fat scrub. The Permittee intends to satisfy this condition through the preservation and restoration of approximately 0.32 acre of creation of mule fat scrub (minimum 0.06 acre), enhancement (minimum of 0.12 acre), and streambed creation (minimum of 0.14 acre) along Snow Creek associated with planting and limited weeding activities specified as mitigation required pursuant this Agreement.
- 3.2 Mitigation for Unauthorized Impacts. The Permittee shall mitigate at a minimum 5:1 ratio for impacts beyond those authorized in this Agreement. In the event that additional mitigation is required, the type of mitigation shall be determined by CDFW and may include creation, restoration, enhancement and/or preservation.
- 3.3 Proposed Mitigation Options. CDFW retains the right to require more mitigation should the proposed mitigation not be adequate to compensate for the impacts. Additional mitigation may be required if enhancement or preservation is proposed and/or the habitat proposed for mitigation is of lower functions and values than the habitat being impacted. If the chosen site is out of the watershed and not consistent with the habitats lost, the acreage amount required shall be increased.

### **Selection and Approval of Mitigation Sites**

- 3.4 Conceptual Mitigation Plan. The Permittee has submitted a draft Habitat Mitigation Plan for the West Parcel Solar Project at Mount San Antonio College, dated June 2016. Within 60 days of executing this Agreement, the Permittee shall

update the Conceptual Mitigation Plan for project impacts permitted pursuant to this Agreement and comply with the relevant mitigation requirements. The mitigation proposal shall include the location of the mitigation, creation and restoration locations, maintenance and monitoring, and long-term preservation of the habitat. Permittee has identified its Director of Grounds and Transportation as the land manager who will be responsible for managing the mitigation property in perpetuity. A conservation easement or other land protection instrument shall be identified by Permittee to CDFW's satisfaction. The details of this proposal, any agreements, and documentation generated by this process shall be submitted to the CDFW as part of the overall mitigation plan. To avoid delays in approving the Final Habitat Mitigation Plan, Permittee shall consult with CDFW while updating the Conceptual Mitigation Plan.

- 3.5 Final Habitat Mitigation Plan. To minimize temporal loss of fish and wildlife resources, all comments to the draft Habitat Mitigation Plan shall be resolved and the Final Mitigation Plan shall be provided to CDFW within 3 months of executing this Agreement. Any delay in the mitigation shall require an amendment to this Agreement and may result in the application of higher mitigation ratios than are currently required by this Agreement to offset the additional temporal loss of habitat function.
- 3.5.1 Mitigation Site Protection and Management. The Final Mitigation Plan shall detail the mechanisms of protection and management of the mitigation property in perpetuity, to the satisfaction of CDFW.
- 3.5.2 Property Management Cost Estimate. The Final Mitigation Plan shall include a PAR (Property Analysis Report) or PAR-like analysis that includes dollars necessary to annually fund mitigation, monitoring and management by the land manager in perpetuity.
- 3.5.3 CDFW Approval of Proposed Mitigation. Permittee shall submit a draft mitigation plan, PAR or PAR-equivalent analysis, and a Preliminary Title Report with a map of all existing encumbrances/easements for the proposed mitigation areas to CDFW for approval a minimum of three months prior to construction.
- 3.5.4 Conservation Easement. A wildlife conservation easement or its equivalent shall be recorded to CDFW's satisfaction to protect fish and wildlife resources in perpetuity. The easement or its equivalent shall be completed within 3 months of providing the Final Mitigation Plan. The form and content of the easement or its equivalent shall be approved by CDFW's Office of General Counsel prior to its execution. The easement or equivalent shall be binding and enforceable on successive parties. The submittal shall include an electronic version of the easement, with changes to the template shown in redline strikeout format in addition to providing a clean version with all

applicable exhibits, and shall be sent to CDFW at 4665 Lampson Avenue Los Alamitos, CA 90720, Attn: Streambed Alteration Program – SAA # 1600-2015-0022-R5 or [Erinn.Wilson@wildlife.ca.gov](mailto:Erinn.Wilson@wildlife.ca.gov).

3.5.5 Conservation Requirements. The Permittee shall cause a conservation easement or its equivalent to be conveyed such that the easement's position on the property title shall not be inferior to any existing monetary liens on the land (e.g., deeds of trust are to be subordinated to the conservation easement, etc.). A plan drawn to scale that depicts the conservation easement and delineates the metes and bounds easement description shall be prepared by, or under the supervision of a professional certified land surveyor or civil engineer, and the plat shall be attached to the conservation easement as an exhibit.

3.5.6 Documents Required. Documents required for the transfer of mitigation site/conservation easement will be determined once a final mitigation plan has been submitted and approved by CDFW.

3.5.7 Expenses. The Permittee is responsible for all land easement acquisition costs, including title document cost, escrow fees, recording fees, title insurance premiums, phase one environmental site assessment reports, and any other escrow-related fees and costs.

3.6 Mitigation Site Protection and Management. The Mitigation Agreement and Mitigation Plan shall detail the mechanisms of protection and management of the mitigation property, to the satisfaction of the CDFW.

3.7 Time Restrictions and Consequences. All compensatory mitigation shall be installed or acquired within 12 months of the execution of this Agreement. Any delay in the installation of mitigation shall require an amendment to this Agreement and may result in the application of higher mitigation ratios than are currently required by this Agreement to offset the additional temporal loss of habitat function.

3.8 Release Criteria. The Permittee shall not be released from these maintenance and monitoring obligations until such time as the Permittee has requested and received written concurrence from CDFW that the success criteria have been met.

### **Preservation and Management of Compensatory Mitigation and Site Securities**

3.9 Surety Bond. Within 30 days of executing this Agreement, the Permittee shall establish in favor of CDFW a Surety Bond in the amount of \$500,000 for the cost of the Permittee's mitigation obligations under this Agreement. The Permittee shall prepare a draft Surety Bond using the CDFW-approved form and submit to CDFW for its approval. The Surety Bond shall allow CDFW to immediately make a claim

on the Surety Bond if CDFW determines in its sole discretion that the Permittee has failed to meet its mitigation obligations.

- 3.10 Approval of Surety Bond. After CDFW approves the draft Surety Bond, it will notify the Permittee, after which the Permittee's surety may finalize and execute the Surety Bond. Upon receipt of the original Surety Bond in the principal sum and form approved by CDFW, CDFW shall notify the Permittee that it may begin the project, provided the Permittee has complied with any other pre-project requirements this Agreement specifies.
- 3.11 Renewal or Replacement of Surety Bond. If the Permittee has not met its mitigation obligations within 90 days prior to the Surety Bond's expiration date, the Permittee shall confirm with its surety that the expiration date will be extended. If the surety elects not to extend the expiration date, the Permittee shall establish a new Surety Bond to replace the original in the same principal sum, unless CDFW agrees otherwise. The new Surety Bond shall be subject to CDFW's approval following the same procedure described above. The Permittee shall have in place a Surety Bond as described above until it has met its mitigation obligation.
- 3.12 Financial Assurance. Within 30 days of executing this Agreement, the Permittee shall provide sufficient annual budgetary appropriation information to CDFW to assure adequate commitment of financial resources for the establishment, maintenance, and management of the required mitigation habitat. If the information does not adequately assure financial resources for the mitigation habitat, the Permittee shall conduct a PAR-like analysis to determine the appropriate endowment amount to fund the management of the mitigation site in perpetuity. After CDFW approves the PAR, Permittee shall provide the required endowment to either: 1) CDFW (interest from the endowment shall be available for the long-term operation, management, and protection of the mitigation lands, including reasonable administrative overhead, biological monitoring, improvements to biological carrying capacity, law enforcement measures, and any other action designed to protect or improve the habitat values of the mitigation lands. Monies received by CDFW pursuant to this Condition shall be deposited in a special deposit account established pursuant to Fish and Game Code section 13014.); or 2) a non-profit conservation entity authorized to hold such funds.

#### **4. Reporting Measures**

Permittee shall meet each reporting requirement described below.

- 4.1 Notification Number. All reports shall include the Streambed Alteration Agreement Notification Number 1600-2015-0022-R5.
- 4.2 Photographs, Surveys. The Permittee shall submit pre-construction surveys and photograph documentation showing the condition and boundaries of streams

and associated habitat, and identifying their specific location(s).

- 4.3 Post-Compliance Report. The Permittee shall submit a post-compliance Report to CDFW within thirty (30) days from the date construction is completed. The post-compliance report shall include: 1) A comparison including map overlays of and a discussion on the pre- and post-construction conditions (with supporting photograph documentation) within the stream zone and 2) a summary of project compliance (including noncompliance and corrective actions taken to achieve compliance).
- 4.4 Wildlife Use Survey Report. The semiannual wildlife use survey reports shall be submitted to CDFW along with, and/or as a component of, the annual mitigation monitoring report.
- 4.5 Mitigation Report. Permittee shall submit to CDFW an annual mitigation status report by April 1st of each year. This report shall include the survival, percent cover, and height of both tree and shrub species. The number by species of plants replaced, an overview of the revegetation effort, and the method used to assess these parameters shall also be included. The report shall include photos from designated photo stations and other relevant information such as: a summary of invasive species control, methods used to remove non-native plants, and a list of wildlife observed on site.
- 4.6 Monitoring Reporting—Revegetation. Permittee shall submit an annual status report on the revegetation efforts to CDFW by April 1st each year. All plant materials that die within the five-year monitoring period shall be replaced within the same year it was determined to have failed. The report shall specify the effectiveness of the mitigation measures and any corrective actions recommended or taken.
- 4.7 Revegetation Remediation. If revegetation survival and/or cover requirements do not meet established goals, Permittee is responsible for replacement planting, additional watering, weeding, invasive exotic eradication, or any other practice, to achieve these requirements. Replacement plants shall be monitored with the same survival and growth requirements for five years after planting.
- 4.8 Format of Reports. All Reports shall be submitted in both hard copies and electronic versions. The information submitted electronically shall be placed on a compact disc. The electronic files shall include geographic information system (GIS) shapefiles, along with the appropriate metadata, of the project area and mitigation area. Click or paste this link in your browser for more details on creating shapefiles: <http://www.esri.com/library/whitepapers/pdfs/shapefile.pdf>.

## **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, fax, or email, or to such other address as Permittee or CDFW specifies by written notice to the other.

To Permittee:

Mt. San Antonio Community College District  
Attn: Mr. Michael Gregoryk  
1100 North Grand  
Ave. Walnut, CA  
91789 (909) 274-5720  
[Michael.Gregoryk@mtsac.edu](mailto:Michael.Gregoryk@mtsac.edu)

To CDFW:

Department of Fish and Wildlife  
South Coast Region  
3883 Ruffin Road  
San Diego, CA 92123  
Attn: Lake and Streambed Alteration Program – Erinn Wilson  
Notification #1600-2015-0022-R5  
[R5LSACompliance@wildlife.ca.gov](mailto:R5LSACompliance@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.

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 this 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 this Agreement.

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**

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 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.

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 FGC including, but not limited to, FGC sections 2050 *et seq.* (threatened and endangered species), 3503 (bird nests and eggs), 3503.5 (birds of prey), 5650 (water pollution), 5652 (refuse disposal into water), 5901 (fish passage), 5937 (sufficient water for fish), and 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, with Permittee consultation, 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 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).

## **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, 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 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 CDFW's current fee schedule (see Cal. Code Regs., tit. 14, § 699.5).

## **EXTENSIONS**

In accordance with FGC section 1605(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 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 FGC 1605(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 (FGC section 1605(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 FGC section 711.4 filing fee listed at <https://www.wildlife.ca.gov/Conservation/CEQA/Fees>.

## **TERM**

This Agreement shall expire on June 15, 2021 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 FGC section 1605(a)(2) requires.

## **EXHIBITS**

The documents listed below are included as exhibits to this Agreement and

incorporated herein by reference.

A. Exhibit A: "Draft Mitigation Site"

**AUTHORITY**

If the person signing this 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 through official action of Permittee's governing body.

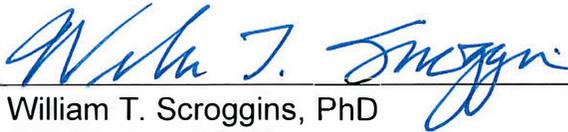
**AUTHORIZATION**

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

**CONCURRENCE**

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

**FOR MOUNT SAN ANTONIO COMMUNITY COLLEGE DISTRICT**



William T. Scroggins, PhD  
President and CEO



Date

**FOR DEPARTMENT OF FISH AND WILDLIFE**



Betty J. Courtney  
Environmental Program Manager I



Date

Prepared by: Eric Weiss  
Senior Environmental Scientist

# Exhibit A: Draft Mitigation Site

