

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE
SANTA CLARA VALLEY HABITAT AGENCY AND THE CITY OF SAN JOSE
FOR BURROWING OWL HABITAT MANAGEMENT
AT THE SAN JOSE-SANTA CLARA
REGIONAL WASTEWATER FACILITY**

This Second Amendment to the Agreement between the Santa Clara Valley Habitat Agency and the City of San José for Burrowing Owl Habitat Management at the San José-Santa Clara Regional Wastewater Facility (“Second Amendment”) is entered into as of _____, 2026 (“Effective Date”) by and between the Santa Clara Valley Habitat Agency (“AGENCY”), a California joint powers agency, and the City of San José (“CITY”), a California municipal corporation.

RECITALS

WHEREAS, on August 2, 2016, CITY and AGENCY entered into an agreement entitled “Agreement between the Santa Clara Valley Habitat Agency and the City of San José for Burrowing Owl Habitat Management at the San José-Santa Clara Regional Wastewater Facility” (“Agreement”); and

WHEREAS, on June 25, 2025, CITY and AGENCY entered into a First Amendment to the Agreement (“First Amendment”); and

WHEREAS, CITY and AGENCY desire to amend the Agreement a second time to extend the term of the agreement, revise the Management Plan, and update the Release and Waiver of Liability form to include a section for minors;

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

SECTION 1. Section 1, “Management Plan,” is amended to read as follows:

“AGENCY shall perform management activities specified in detail in Second Revised Exhibit B entitled “Burrowing Owl Habitat Management Plan” (“Management Plan”), which is attached and incorporated.”

SECTION 2. Section 2, “Term of Agreement,” is amended to read as follows:

“The term of this Second Amendment shall be from July 1, 2026 – June 30, 2031, inclusive, subject to the provisions of Section 9 of this Agreement.”

SECTION 3. Revised Exhibit B, “Burrowing Owl Habitat Management Plan,” is amended to read as shown in Second Revised Exhibit B, which is attached and incorporated into this Second Amendment.

SECTION 4. Exhibit C, “Release and Waiver of Liability” is amended to read as shown in Revised Exhibit C, which is attached and incorporated into this Second Amendment.

SECTION 5. All of the terms and conditions of the original Agreement and First Amendment not specifically modified by this Second Amendment shall remain in full force and effect.

SECTION 6. Unless otherwise prohibited by law or City policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term “electronic copy of a signed contract” refers to a writing as set forth in Evidence Code Section 1550. The term “electronically signed contract” means a contract that is executed by applying an electronic signature using technology approved by the City.

The Parties whose signatures are affixed below are fully authorized to have executed this Second Amendment:

APPROVED AS TO FORM: "AGENCY"
SANTA CLARA VALLEY HABITAT AGENCY,
a California joint powers agency

By _____
VALERIE J. ARMENTO
General Counsel

By _____
EDMUND SULLIVAN
Executive Officer

APPROVED AS TO FORM: "CITY"
CITY OF SAN JOSE, a California municipal
corporation

By _____
WESLEY KLIMCZAK
Senior Deputy City Attorney

By _____
EMILY LAM
Director of Administration, Policy and
Intergovernmental Relations

Second Revised Exhibit B, Burrowing Owl Habitat Management Plan (“Management Plan”)

SAN JOSE-SANTA CLARA REGIONAL WASTEWATER FACILITY BURROWING OWL MANAGEMENT PROJECT PROPOSAL

July 1, 2026 – June 30, 2031

Santa Clara Valley Bird Alliance– Talon Ecological Research Group Partnership

Date: February 12, 2026

Submitted to: Edmund Sullivan, Executive Officer
Santa Clara Valley Habitat Agency (SCVHA)
535 Alkire Avenue, Suite 100, Morgan Hill, CA 95037-4128

Subject: Proposed Burrowing Owl Management Project at the RWF, Alviso

Submitted by: Santa Clara Valley Bird Alliance & Talon Ecological Research Group

Prepared by: Philip Higgins, Sandra Menzel (Talon) and Ben Teton (SCVHA)



SCVBA

McClellan Ranch Preserve
22221 McClellan Road
Cupertino, CA 95014



Talon

105 N 1st Street #424
San Jose, CA 95103

Introduction

Santa Clara Valley Bird Alliance (SCVBA) will partner with Talon Ecological Research Group (Talon) to monitor and manage burrowing owls and their habitat at the San José - Santa Clara Regional Wastewater Facility (RWF) bufferlands in Alviso.

Talon has extensive experience with burrowing owl research and conservation management, thus this new partnership with SCVBA is an ideal complement for moving the recovery efforts of burrowing owls at the RWF forward and streamlining conservation efforts.

The work proposed here will be in conjunction with the following Santa Clara Valley Habitat Agency (Habitat Agency) funded projects that Talon will be conducting at this site:

1. Banding both adults and owlets during the breeding season,
2. Supplemental Feeding Project,
3. Juvenile Burrowing Owl Overwintering Project, and
4. Captive Breeding Program with release of owls at RWF and other sites.

Performance Period

July 2026 – June 2031

Project Team

SCVBA

Matthew Dodder – Executive Director

Philip Higgins – Lead Biologist

Sandra Menzel – Lead Biologist

Talon

Philip Higgins – Lead Biologist

Sandra Menzel – Lead Biologist

Ryan Phillips – Biologist

Grant Huber - Biologist

PROJECT PLAN AND SCOPE OF SERVICES

Task 1: Project Management, Coordination, and Reporting

A. Coordinate project activities with the Habitat Agency.

Dodder (SCVBA), Higgins (SCVBA & Talon), and Menzel (SCVBA & Talon) will coordinate all activities with the Habitat Agency.

B. Coordinate site access with the City of San José.

Project Team will notify RWF at least 48 hours in advance of our intent to enter the site via email. Project Team will notify the Computer Room at the RWF upon our arrival at and departure from the site for each visit. Sandra Menzel and/or Philip Higgins will coordinate access to the site depending on what activity is occurring and who is responsible for that activity.

C. Provide reports.

Monthly Reports and an Annual Report will be delivered to the Habitat Agency to provide detailed updates of the work progress. Philip Higgins and Sandra Menzel will prepare these reports.

D. Review Management and Monitoring Plan.

Philip Higgins and Sandra Menzel will review and provide feedback on the Management and Monitoring Plan in the form of a brief report.

E. Recruit and coordinate volunteers.

SCVBA volunteer coordinator Carolyn Knight and Philip Higgins will perform these tasks for their respective organizations.

F. Invoice Habitat Agency.

Matthew Dodder will submit invoices to the Habitat Agency for payment for both SCVBA and Talon staff.

Task 2. Burrowing Owl Surveys and Habitat Management

A. Surveys (Higgins & Menzel)

- The Project Team will conduct monthly burrowing owl surveys in the management area year-round (Figure 1). We will conduct additional focused nest surveys, as needed, during the peak of the breeding season from May through July to enable accurate counts of offspring. Monthly surveys will provide important demographic data, including trends of colony size during the breeding and migratory season, movement patterns, and band identification to determine the age of individuals, mate selections, incestuous relationships, and survival rates. Project Team will conduct transect surveys during the non-breeding

season. When owls have chosen natal burrows and are actively incubating/brooding, we will conduct focused point-count surveys at each burrow to determine reproductive success without disturbing nesting activities. Surveys include at least two breeding season surveys consistent with the South Bay Burrowing Owl Survey Network data collection and documentation protocols.

- The Project Team will provide monitoring results and management recommendations to the Habitat Agency. Higgins and Menzel will provide all relevant results in the monthly and annual reports.
- The Project Team will survey security, fencing, and signage. Surveying of the perimeter fence will occur during the monthly surveys. While conducting transect surveys one individual will walk along the perimeter of the fence to observe and record any damage or openings that would permit human access or predators such as dogs. Any issues regarding the fencing will then be provided to the RWF and the Habitat Agency.

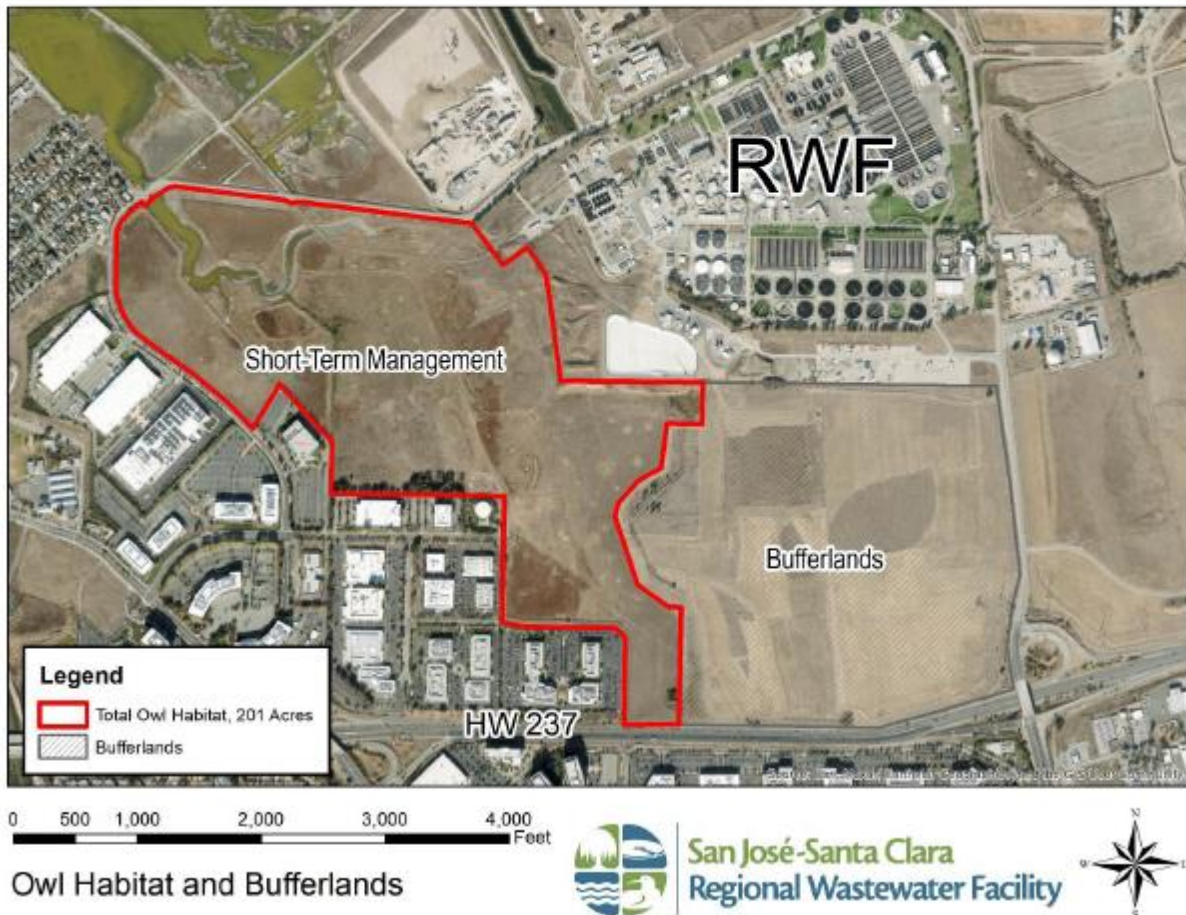


Figure 1. Burrowing owl management area at the San José-Santa Clara Regional Wastewater Facility (RWF) outlined in red. The remainder of the "Bufferlands" to the east is not managed for burrowing owls, but should be surveyed for this species up to four times a year.

B. Habitat Management

- The Project Team will assess vegetation height and delineate areas that are too tall for burrowing owls (>6 inches) and therefore require mowing and provide the RWF and Habitat Agency with a map of areas which identify mow and no-mow areas. The Project Team will monitor vegetation height during the monthly surveys of the site to determine the timing of mowing. Philip Higgins will create maps for the City and Habitat Agency. Vegetation within prime nesting areas should be maintained short (<6 inches) year-round, but especially during the breeding season (March-August). Vegetation monitoring will focus on all historically used burrows (both artificial and natural). In addition, all mounds and berms both with artificial burrows and natural ground squirrel burrows will be managed to encourage burrowing owls' usage.
- The Project Team will reduce impacts to Condon's tarplant (which has a CNPS listing of 1B.1) during vegetation management. This species occurs on site and varies in abundance and range from year to year depending on the amount of rainfall and other factors. The former Cisco Mitigation site was partially mitigated for this plant species. We recommend that areas with Congdon's tarplant will not be mowed after ~May 15th to reduce impacts on this plant; as an annual, mowing could reduce flowering/seed production.
- The Project Team will perform maintenance in the immediate area around occupied burrows to ensure vegetation height is >6 inches during the breeding season. We will use handtools and/or weed trimmers.
- The Project Team will create prey refugia to increase burrowing owl prey base. Philip Higgins will evaluate the project site for strategic locations for the installation of prey refugia.
 - Vegetative Islands: We will maintain existing islands, including removal of invasive species and planting new plant starts during the rainy season. Project Team will source plants from our own personal collections. Planting additional vegetative islands is prohibitive because there is no water source for irrigation on site.
 - Rock and Brush Piles: Additional brush piles may be installed as needed in areas adjacent to the fence line and tall trees to enhance source populations for prey species for burrowing owls. As previously, the rock and brush piles would be sourced from RWF operations, if and when available, such as construction sites and landscaping projects. Thus, no cost would be involved in the procurement of these materials. The rock and brush piles would be created similar to the existing piles on site.

- Some areas on site will be left un-mowed to provide prime refugia for rodents and invertebrates, some areas will have increased vegetation management to control invasive weed species, such as pepperweed and tumbleweed, to reduce spread, while other areas will be enhanced to encourage ground squirrel colonization by removing taller, dense vegetation. Not only do ground squirrels provide burrows for burrowing owls, most of the prey items of burrowing owls have been observed within squirrel burrows.

C. Predator Assessment and Management

- The Project Team will monitor owl nests to assess impacts from predators, domestic animals, or human vandalism: Project Team members will assess the abundance and distribution of predators and will provide updates from monthly surveys on nest conditions and negative impacts from predators. Regular observational monitoring for predators will be recorded to determine frequency of occurrence of these species and if any increases in burrowing owl mortality rates are occurring.
- Project Team will identify possible predators and advise the RWF and Habitat Agency on exclusion and trapping efforts, as needed. Menzel and Higgins will address these issues based on regular surveys and observations of the site. Predator species will be recorded and mapped and the data provided to both organizations for review and to determine the next appropriate steps to take to reduce the impacts from predators.
- The Project Team may propose to remove select palms within the Management area to reduce the potential for future predators to nest in the vicinity of burrows as needed and upon review and approval from the RWF.

D. Perches

- The Project Team will install and maintain short perches for burrowing owls at artificial burrows and occupied natural burrows. The Project Team will perform this task during habitat maintenance or surveys. Wooden stakes under three feet tall will be used to provide perches for owls.

Task 3. Burrow Creation and Maintenance

A. Artificial Burrows

The Project Team members and volunteers will install artificial burrows as needed in areas with low ground squirrel density. Artificial burrow complexes consisting of four artificial burrows within a mound or flush with the surface have proven very successful at the Bufferlands over the past few years.

B. Soil Mounds

Additional soil mounds may be installed as needed which will be colonized by ground squirrels and provide refugia for burrowing owls during flooding events. Ground squirrels will create natural burrows, providing prime habitat for burrowing owls. Over the past few years the majority of burrowing owls at the Bufferlands have used burrows, both artificial and natural, located in soil mounds, berms, as well as artificial burrow complexes flush to the ground. The Project Team created these features over the years, starting near the source population of ground squirrels and then extending outward throughout the management area. With the expansion of the range of ground squirrels on site and the provision of artificial burrows, burrowing owls successfully expanded their distribution on site.

- Project Team recommends the installation of artificial burrow complexes in selected soil mounds.
- Non-contaminated soil for the mounds can be acquired for free as done in the past. Several soil haulers operate in the area and will need to provide certification that the soil does not contain toxins (an industry standard). Project Team will provide guidance on the exact location of the soil mounds for soil haulers.
- For each artificial burrow one length of corrugated flexible piping (6-foot long length with a 6-inch diameter) will be needed. A 3-inch wide slot from the bottom of the pipe will be removed, so owls walk on soil and not plastic piping. An irrigation valve box serves as the nesting chamber.
- Maintain the artificial burrow complexes such that entrances are clear and burrow chambers do not become unearthed or flooded. Project Team will organize habitat enhancement days when artificial burrows are maintained and repaired.

Task 4. Burrowing Owl Surveys East of Management Area

- The Project Team will conduct additional burrowing owl surveys east of the management area toward Zanker Road (Bufferlands, Figure 1). Project Team proposes to conduct at least two surveys during the breeding season and two surveys during the migratory period. Project Team have conducted surveys in this area for the last ten years to detect any additional breeding pairs, dispersing juveniles, or migratory owls.

Revised Exhibit C – Release and Waiver of Liability

CITY OF SAN JOSE AGREEMENT AND RELEASE OF LIABILITY

I, _____, am at least 18 years old. I have asked for access to lands owned and operated by the City of San José at the San José - Santa Clara Regional Wastewater Facility ("RWF") on for the purpose of volunteering to assist with Burrowing Owl surveys and/or habitat management activities.

I am aware that the RWF bufferlands contain potentially hazardous conditions.

I understand that the hazards include, but are not limited to, injury or death from natural and manmade conditions that exist on the RWF Property, as well as the operations that are conducted thereon by the City of San José. I am voluntarily using the RWF Property with knowledge of the dangers involved and I agree to accept any and all risks of injury or death. PLEASE INITIAL HERE_____.

In consideration of my use of RWF Property, I agree that I, my heirs, spouse, guardians, legal representatives and assigns **will not make a claim against, or sue, the City of San José, or the San José - Santa Clara Regional Wastewater Facility, their officers, agents or employees** for injury, death or property damage arising as a result of my **use of the SJ/SC**

RWF Property, regardless of the negligence or other acts, including but not limited to, gross negligence or strict liability of the City of San José, the San José - Santa Clara Regional Wastewater Facility, their officers, agents or employees.

In addition, I release and discharge the City of San José and the San José - Santa Clara Regional Wastewater Facility, their officers, agents and employees from all actions, claims or demands that I, my heirs, guardians, legal representatives or assigns now have or may later have for injury, death or property damage resulting from my use of the SJ-SC RWF Property. This Agreement and Release of Liability are intended to be binding upon any heirs, guardians, legal representatives, and assigns.

I HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS.

I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

_____ Date_____

RWF Property User

CITY OF SAN JOSE RELEASE FORM

REQUIRED FOR ALL GUESTS – ONE FORM PER GUEST

HOME ADDRESS_____

TELEPHONE NO._____

**CITY OF SAN JOSÉ AGREEMENT AND RELEASE OF LIABILITY
REQUIRED FOR ALL MINOR GUESTS-ONE FORM PER GUEST**

My child, _____, has permission to access and use the lands owned and operated by the City of San José at the San José -Santa Clara Regional Wastewater Facility ("RWF") for purposes of volunteering with the Santa Clara Valley Habitat agency to assist with planting and to learn about habitat restoration for the burrowing owl population at the RWF("the Program activity").

I am aware that the RWF bufferlands contain potentially hazardous conditions. I understand that the hazards include, but are not limited to, injury or death from natural and manmade conditions that exist on the RWF property, as well as the operations that are conducted thereon by the City of San José. I am voluntarily permitting my child, _____, to use the RWF property for purposes of the Program activity with knowledge of the dangers involved and I agree to accept any and all risks of injury or death. Parent/Guardian Initial: _____

In consideration of my child's use of RWF property, I agree that, I, my heirs, spouse, guardians, legal representatives and assigns will **not make a claim against, or sue the City of San José, or the RWF, their officers, agents or employees** for injury, death or property damage arising as a result of my child's use of the RWF property, regardless of the negligence or other acts, including but not limited to, gross negligence or strict liability of the City of San José, the RWF, their officers, agents, or employees.

In addition, I release and discharge the City of San José and the RWF, their officers, agents and employees from all actions, claims or demands that I, my heirs, spouse, guardians, legal representatives or assigns now have or may later have for injury, death or property damage resulting from my child's use of the RWF property.

This Agreement and Release of Liability are intended to be binding upon any heirs, guardians, legal representatives and assigns.

Participant/RWF Property User Signature

Date

For youth under 18:

I, _____, HAVE CAREFULLY READ THIS DOCUMENT AND FULLY UNDERSTAND ITS CONTENTS. I HAVE EXPLAINED THIS DOCUMENT TO MY CHILD/WARD AND REPRESENT THAT MY CHILD/WARD

**CITY OF SAN JOSÉ AGREEMENT AND RELEASE OF LIABILITY
REQUIRED FOR ALL MINOR GUESTS-ONE FORM PER GUEST**

UNDERSTANDS THE CONTENTS OF THIS DOCUMENT. I AM AWARE THAT THIS IS A
RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.

Parent/Guardian Signature

Date

Participant Name: _____ Date of Birth: _____

Home Address: _____ City: _____ Zip Code: _____

Participant Phone: _____ Best Time to reach participant: _____

If participant is under the age of 18:

Name of Parent/Legal Guardian: _____

Home Address: _____ City: _____ Zip Code: _____

Home phone #: _____ Work phone #: _____

MEDICAL AUTHORIZATION: The undersigned representing him/herself on behalf of the child named above hereby authorizes an agent of City of San José to consent to any medical, surgical, or hospital care, treatment, or diagnosis for the above-named child under the care or supervision of any licensed physician surgeon or dentist. If given on behalf of a child, this authorization shall be deemed given under California Family Code Section 6910. I further agree to pay for any medical, dental, surgical, or hospital treatment or diagnosis provided to the above named child pursuant to this authorization and to defend, indemnify, and hold harmless the City of San José from any actions, claims or demands that I, my heirs, guardians, legal representatives or assigns or any person or entity may now have or may later have including, but not limited to, claims for injury, death, property damage, or medical bills and expenses resulting from care treatment or diagnosis provided to the above named child pursuant to this authorization.

Participant Child's Physician: _____

Physician's Address: _____ Telephone #: _____

Medical Insurance: _____ Group # _____

**CITY OF SAN JOSÉ AGREEMENT AND RELEASE OF LIABILITY
REQUIRED FOR ALL MINOR GUESTS-ONE FORM PER GUEST**

Subscriber's Name: _____ ID # _____

Subscriber's Employer: _____ Work phone # _____

Employer's Address: _____

Please list any allergies or special medical conditions of the participant:

Parent/Guardian of child participant

Date