

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

APPLICATION AND PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS

☒ BIOLOGICAL ☐ GEOLOGICAL ☐ PALEONTOLOGICAL

☒ NEW ☐ RENEWAL

FOR DEPARTMENT USE ONLY

APPLICATION NO.	DATE RECEIVED
DISTRICT NAME	CEQA
PERMIT TYPE: <input type="checkbox"/> Biological <input type="checkbox"/> Geological / Soils <input type="checkbox"/> Paleontological <input type="checkbox"/> Other: _____	
<input type="checkbox"/> Summary Report Received	
<input type="checkbox"/> Insurance Required <input type="checkbox"/> Liability Waiver Required	

The Principal Investigator hereby applies to the Department of Parks and Recreation for a Permit under Title XIV, California Code of Regulations, Section 4309, and Public Resources Code Section 5097.5/5001.65, to conduct investigations on lands of the State of California.

Instructions: Applications must be TYPED and signed upon submission. If more space is needed, continue on separate sheet(s). Attach to your application: (1) a Curriculum Vitae (CV) or résumé for the Principal Investigator (and for the person(s) overseeing field work, if different from PI); (2) maps, coordinates, and/or GIS files indicating precise locations of proposed work; (3) a full study proposal; **and** (4) copies of any additional permits required for your research. Complete application packages should be sent to the district office that administers the park unit(s) where the research will take place, or to the Natural Resources Division, Sacramento, for multi-district requests. *At the request of the Department, you may be required to submit proof of insurance and/or obtain participant liability waivers.*

APPLICANT ORGANIZATION Cal Poly San Luis Obispo	PHONE NO. (Incl. Area Code) 805-756-2788
ORGANIZATION MAILING ADDRESS / CITY / STATE / ZIP CODE Biological Sciences Department, 1 Grand Ave, S.L.O., CA 93407	E-MAIL ADDRESS

PRINCIPAL INVESTIGATOR (PI) - ATTACH RÉSUMÉ OR CV (NOTE: Faculty advisor/sponsor must sign as PI for student applicants)

NAME Dr. Francis Villablanca	TITLE Biological Sciences Department	CELL PHONE NO. (Incl. Area Code) 805-748-1014
MAILING ADDRESS / CITY / STATE / ZIP CODE Biological Sciences Department, 1 Grand Ave, S.L.O., CA 93407		E-MAIL ADDRESS fvillabl@calpoly.edu

PERSON IN DIRECT CHARGE OF FIELD WORK - ATTACH RÉSUMÉ OR CV IF DIFFERENT FROM PI

NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS

ADDITIONAL PARTICIPANTS - ATTACH CONTINUATION SHEETS, IF NECESSARY

1	NAME Kyle Nessen	TITLE Research Assistant	CELL PHONE NO. (Incl. Area Code) 818-522-8207
	MAILING ADDRESS / CITY / STATE / ZIP CODE Biological Sciences Department, 1 Grand Ave, S.L.O., CA 93407		E-MAIL ADDRESS kylen@althouseandmeade.com
2	NAME Charis van der Heide	TITLE Research Assistant	CELL PHONE NO. (Incl. Area Code) 805-453-6801
	MAILING ADDRESS / CITY / STATE / ZIP CODE Biological Sciences Department, 1 Grand Ave, S.L.O., CA 93407		E-MAIL ADDRESS charisvdh@gmail.com
3	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
4	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
5	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
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6	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS
7	NAME	TITLE	CELL PHONE NO. (Incl. Area Code)
	MAILING ADDRESS / CITY / STATE / ZIP CODE		E-MAIL ADDRESS

STATE PARK UNIT(S) TO BE INCLUDED ON PERMIT Pismo State Beach, Oceano Dunes District	COUNTY(IES) San Luis Obispo
1. PROJECT TITLE Wind study and habitat use by Western Monarch Butterfly at Pismo Overwintering Site	
2. PROJECT PURPOSE Measure the wind conditions within Pismo State Beach butterfly overwintering grove. Compare to conditions predicted from a wind model derived from fluid liquid dynamics. Fine tune the model parameters to improve the fit of the model to the empirical (measured) data. If the model is sufficiently validated (is able to predict the observed data), then the model could be used to: identify current wind conditions in any overwintering grove, predict the impact of grove restoration work on wind management, assess the wind consequences of natural tree fall.	
3. DESCRIPTION OF PROJECT LOCATION(S) <i>(Also attach maps, coordinates [projection required for the GPS coordinates], and/or GIS files for each distinct location.)</i> For Paleontological permits: Provide Geological Formation The location is within Pismo State Beach Overwintering Grove. The GPS coordinates are: Pismo Beach North Campground, 35°7'47.59"N, 120°37'57.37"W	
4. METHOD OF ACCESS <i>(Describe methods [including type of vehicle] to be used for accessing study sites after arrival at the park unit(s).)</i> Access will be from roadside parking or visitor parking. The grove itself will be accessed by walking from parked cars.	

5. SUMMARY OF FIELD METHODS AND ACTIVITIES

The interior of the grove will be sampled using wind data loggers at between 9 and 12 points. The wind data loggers will be placed in locations that maximize the variation or difference in wind speed, direction, and attenuation between loggers. The loggers will be placed on eucalyptus trees no closer than 2 feet from anticipated clustering monarchs and at a height between 8-60 feet. The loggers are supported by a pole system attached by straps. No drilling or use of screws will be used to attach the poles (see special conditions). The pole system allows the sensor array to be placed precisely, while also securing (locking) the pole system so that data are not lost to vandalism or theft. Up to 3 loggers may be placed around the periphery of the grove. All logger and pole system placement will be determined in consultation with Park staff. A tree lift company will likely be used for wind monitor placement for loggers that can't be placed from the ground and that work will be scheduled before the monarchs arrive. Note: Xerces Society, a project partner, will be arranging the tree lift company. All installation will be in coordination with State Parks.

Each monitor will be accessed once every 2 weeks. The logger can be lowered (without disturbing the pole system's placement), and data downloaded in the field, within about 10 minutes per sample point. The loggers will be taken down between March and June after the monarchs have left the site.

6. MONARCH SPECIMENS TO BE COLLECTED (List species, quantity, size, and condition.)

No specimens will be collected.

7. EXPECTED DURATION OF THE PROJECT (Specify overall project start and end dates and start and end dates of field investigations.)

Start date as soon as 30 Sept 2023, with an end date as late as June 15th, 2024 (in order to retrieve the weather stations).

8. PLACE AT WHICH LABORATORY WORK WILL BE PERFORMED (Institution, address, and responsible official name, phone number, and e-mail address)

Biological Sciences Department, Cal Poly San Luis Obispo, under direction of Dr. Francis Villablanca, 805-748-1014, fvillabl@calpoly.edu.

9. FACILITY THAT HAS AGREED TO CURATE SPECIMENS COLLECTED UNDER THIS PERMIT (Institution, address, and responsible official name, phone number, and email address)

No specimens will be collected

10. LOCATION OF DATA AND DATA PRODUCTS COLLECTED UNDER THIS PERMIT (Specify institution name and/or website where data, maps, reports, GIS files, photos, and other data products (not specimens) will be archived after the project is completed.)

Biological Sciences Department, Cal Poly San Luis Obispo, under direction of Dr. Francis Villablanca, 805-748-1014, fvillabl@calpoly.edu.

NOTE: APPLICATION IS INCOMPLETE UNTIL SIGNED.

Cal Poly San Luis Obispo

Dr. Francis Villablanca

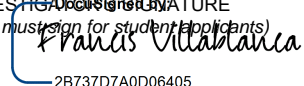

PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS***ALL PARTICIPANTS MUST CARRY THIS PERMIT AT ALL TIMES WHILE CONDUCTING FIELD RESEARCH/COLLECTIONS.***

The Department of Parks and Recreation desires to further scientific research within its jurisdiction through cooperation with researchers within the Department's mission to provide long-term protection and management of ecological processes and natural resource elements.

STANDARD CONDITIONS AND RESTRICTIONS

1. General classroom collection is not allowed under this permit.
2. This permit applies only to non-cultural materials, and is limited to the kind, number, and sizes of collections described on this form. Archeological material may NOT be collected under this permit.
3. "Collections" are defined as any material gathered during permitted activity. The collections shall be used for scientific or interpretive purposes only, and shall not be used for commercial purposes. Collections shall remain property of the Department. Curated collections shall be maintained by the Institution listed on page 3, item number 9. Collections should be accomplished by methods that conserve resources. Collections may be transferred to another location with prior written approval from the Department.
4. The collecting must be done away from roads, trails, and developed areas, unless such localities are specified in the permit. Collection shall be done in an inconspicuous manner, and shall not cause damage to the environment. The Department may impose permit-specific conditions (See page 6). Permit-specific conditions shall supersede any conflicting standard conditions and restrictions.
5. Activities conducted in areas designated as sensitive require prior surveys conducted by a State Park resource specialist, and/or a State Park resource specialist may be assigned to the project as a monitor. At the sole discretion of the Department, the Permittee may be required to schedule surveys and/or reserve a project monitor and reimburse the Department for the State Park resource specialist's time and expenses.
6. The Permittee shall submit a summary of information gathered to the applicable District where the investigation(s) took place, and to the Chief of the Natural Resources Division in Sacramento. The Permittee must also make available to the Department any material published as a result of this permit. Upon completion, a copy of such published material shall be submitted to: Natural Resources Division, Department of Parks and Recreation, PO Box 942896, Sacramento, CA 94296-0001.
7. The Permittee shall contact the appropriate District Superintendent (or designee) to receive district approval prior to proceeding with any field activities, and to present a copy of this permit, together with evidence of additional licenses and permits, if required.
8. All participants conducting activities approved by this permit shall inspect their shoes, clothing, vehicles, tools, and equipment for the presence of organic matter and soil, and if present, shall clean these items prior to entering and upon leaving the park to minimize potential spread of invasive species.
9. If permit activities are not carried out to the satisfaction of the Department, this permit may be immediately cancelled.
10. All applicable laws and regulations must be observed by participants in exercising the privileges granted in this permit. It is the responsibility of the Permittee to obtain any additional permits or approvals required for research/collection activities, and to know the boundaries and managing authority of specially designated protected areas or sanctuaries.
11. The Permittee, and all participants, are responsible for knowing and complying with all general rules and regulations for use of Department lands as well as any specific conditions or regulations for this permit and subject property.
12. Applicant Organization agrees to comply with the waiver and indemnity requirements found on page 5, incorporated by reference.
13. For activities presenting greater risk or liability, and at the sole discretion of the Department, Applicant Organization may be required to obtain and present sufficient proof of insurance and/or obtain signed liability waivers from all participants.
14. Questions regarding this permit should be directed to the District Superintendent or the Natural Resources Division's Research Permit Coordinator (multi-district).

I have read the Standard Conditions and Restrictions above and agree to comply with any additional special conditions. I certify under penalty of perjury that all information on this application (including attachments) is true, complete, and correct.

PRINCIPAL INVESTIGATOR'S SIGNATURE (Faculty sponsor must sign for student applicants)  2B737D7A0D06405	PRINTED NAME Francis Villablanca	DATE 9/21/2023
STUDENT APPLICANT'S SIGNATURE (IF APPLICABLE) 	PRINTED NAME	DATE

It is the responsibility of the Principal Investigator to ensure that all participants comply with all standard and special conditions. It is the responsibility of the Applicant Organization to meet indemnification and insurance requirements.

Cal Poly San Luis Obispo

Dr. Francis Villablanca

PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS
WAIVER and INDEMNITY AGREEMENT

Waiver Agreement

Applicant Organization waives all claims and demands against the California Department of Parks and Recreation, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with this Permit, use of any access route to the Permit activities, or Applicant Organization's exercise of the rights granted by this Permit, except those arising out of the sole negligence or willful misconduct of the California Department of Parks and Recreation or its employees.

Indemnity Agreement

Applicant Organization hereby agrees to comply with the following (initial appropriate section) indemnity agreement:

_____ Standard Applicant (select this section unless a Federal Applicant or University of California Applicant)

Applicant Organization agrees to be responsible for damages to persons or property caused by negligent acts or omissions of its employees acting within their scope of employment. Applicant Organization shall protect, save, hold harmless, indemnify, and defend the State, its officers, agents, and/or employees, from and against any and all loss, damage, claims, demands, liability, costs, recoveries, settlements, penalties, fines and expenses, including, without limitation, all legal fees, attorney fees, accounting fees, expert witness fees, consultant fees, interest and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by the State, its officers, agents and/or employees, caused by, arising out of, or in any way connected with this Permit, use of any access route to the Permit activities, or Applicant's exercise of the rights granted by this Permit, except those arising out of the sole negligence or willful misconduct of the State. The obligations contained in this Section, including the waiver and indemnity obligations, shall survive termination of this Permit.

_____ Federal Applicant

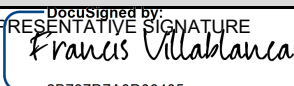
Federal Applicant agrees to be responsible for damages to persons or property caused by the negligent acts or omissions of Federal employees acting within the scope of their employment in accordance with the Federal Tort Claims Act, codified at 28 USC 2671 et seq. If found liable in a federal court of competent jurisdiction, the Federal Applicant agrees to pay attorneys' fees to the extent permitted under federal law. To the extent allowable by Federal law, Federal Applicant shall defend the State and its employees from claims arising from the permit activities, except those arising from the sole negligence or willful misconduct of the State or its employees.

_____ University of California Applicant

University of California Applicant agrees to be responsible for damages to persons or property caused by negligent acts or omissions of its employees acting within their scope of employment. THE REGENTS OF THE UNIVERSITY OF CALIFORNIA shall defend, indemnify and hold THE STATE OF CALIFORNIA AND ITS AGENCIES, their respective officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, agents, or employees.

THE STATE OF CALIFORNIA shall defend, indemnify and hold THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, its officers, employees and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of THE STATE OF CALIFORNIA OR ITS AGENCIES, their respective officers, agents, or employees. (1988 UC/ DGS Agreement)

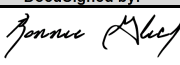
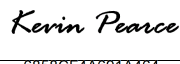
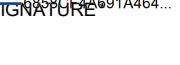
I hereby certify that I am a representative of Applicant Organization authorized to agree to the above indemnification requirements of this permit.

AUTHORIZED REPRESENTATIVE SIGNATURE  <small>29737D7A0D06406...</small>	PRINTED NAME Francis Villablanca	DATE 8 Sept 2023
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PERMIT TO CONDUCT SCIENTIFIC RESEARCH AND COLLECTIONS
SPECIAL CONDITIONS

1. No trees shall be harmed during the process of data logger and pole installation. There shall be no nails, drilling, puncture holes, or other damage that penetrates the bark or cambium of the trees. If any of the loggers or poles are found to be causing damage to the trees, they shall be adjusted immediately at State Parks direction.
2. Notify Stephanie Little prior to all installation and data collection activities.
Stephanie.Little@parks.ca.gov
3. Be easily identifiable during installation and data collection activities and carry this permit with you.
State Parks can provide a high visibility vest.
4. If at any point the weather stations are disturbing or harming the monarchs, the study will need to be adapted or changed and done in consultation with State Parks.
5. Applicant will work with State Parks interpretive staff to come up with messaging so that signs can be placed throughout the grove informing the public of this research project.
6. Periodic progress updates and final report sent by email to: Stephanie.Little@parks.ca.gov

FOR DEPARTMENT USE (REVIEW/APPROVAL)

DocuSigned by: REVIEWED BY ▶ 	DISTRICT ENVIRONMENTAL SCIENTIST Ronnie Glick	DATE 9/21/2023
DocuSigned by: REVIEWED BY ▶ 	DISTRICT SUPERINTENDENT / MANAGER Kevin Pearce	DATE 9/21/2023
DocuSigned by: DPR APPROVAL SIGNATURE ▶ 	PRINTED NAME / TITLE	DATE
OTHER DPR APPROVAL SIGNATURE (OPTIONAL)* ▶	PRINTED NAME / TITLE	DATE

*NOTE: If all park units in single DPR District, Superintendent has approval authority. For more than one DPR District, Natural Resources Division EPM must approve.

PERMIT VALID FROM: 9/30/2023 **TO:** 6/30/2024