



AGENDA REPORT SUMMARY

MEETING DATE: September 22, 2009

SUBJECT: REDWOOD GROVE HABITAT RESTORATION

RECOMMENDATION:

Approve a service agreement with Acterra for habitat restoration at Redwood Grove, and authorize the City Manager to execute the agreement on behalf of the City.

<p align="center">ESTIMATED FISCAL IMPACT</p> <p>AMOUNT: \$35,192 (09-10) \$40,000 (10-11) (Option) \$40,000 (11-12) (Option)</p> <p>BUDGETED: Y <u>X</u> (09-10 only) N _____</p> <p>FUNDING SOURCE: CIP Project 00936</p> <p>Finance Director: _____ Russell J. Morreale</p>	<p align="center">ATTACHMENTS</p> <p>Management Analyst Maginot Report</p> <p>Draft Service Agreement</p> <p>Photos of invasive plants in Redwood Grove</p>	<p align="center">PUBLIC HEARING NOTICE Date of Publication</p> <p>Not applicable</p> <hr/> <p align="center">PREVIOUS COUNCIL CONSIDERATION</p> <p>Date(s): May 12, 2009, June 9, 2009</p> <hr/> <p align="center">CEQA STATUS (If Required)</p> <p>EXEMPT: CEQA 15301</p>
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 Department/Director Name

 Douglas J. Schmitz, City Manager

 Date (Date submitted to CM)

 Date (Final Sign off Date)



AGENDA REPORT

DATE: September 22, 2009

TO: City Council

FROM: Jon Maginot, Management Intern

SUBJECT: REDWOOD GROVE HABITAT RESTORATION

RECOMMENDATION

Approve the proposed service agreement with Acterra for habitat restoration at Redwood Grove, and authorize the City Manager to execute the agreement on behalf of the City.

BACKGROUND

On May 12, 2009, the Parks, Arts & Recreation Commission recommended that the City Council enter into a partnership with Acterra to provide habitat restoration and land stewardship services at Redwood Grove. As part of the budget review for FY 2009-10, the Council deferred approving the contract, expressing concerns about the financial implications of a multi-year contract. The budget resolution adopted by Council on June 23 instructs staff to return to the Council during the first six months of the new fiscal year regarding a contract with Acterra.

The City purchased Redwood Grove in 1974 as an open space preserve and the 1980 City Council adopted the Redwood Grove Nature Preserve Master Plan in that year.

Following its visit to the Halsey House in July, the Council toured the preserve to observe the lack of maintenance, the denseness of non-native, invasive plants, and areas where Acterra would institute habitat restoration. Since the property acquisition nearly thirty years ago, maintenance has been diminutive, leading to the existing situation.

DISCUSSION

Acterra is a local, non-profit organization with a mission to bring people together to create local solutions for a healthy planet. The Acterra Stewardship program provides opportunities for individuals to participate in restoration work. The program is currently restoring the Enid Pearson Arastradero Preserve and the Hewlett-Mullen Property in Palo Alto. Acterra is the only full-service organization of its type in the Bay Area.

The City does not have the personnel or resources to provide more than basic maintenance within Redwood Grove. A partnership with Acterra would provide services needed to restore the natural habitat of Redwood Grove and provide for the removal of non-native, invasive plants. Such a restoration project would establish Redwood Grove as the crown jewel of the City's Parks and Open Spaces system.

Acterra has submitted a Habitat Restoration and Environmental Education proposal to the City of Los Altos. Staff has worked with Acterra to develop an agreement that reflects the mutual goals of both agencies. The agreement is for the remainder of Fiscal Year 2009-10 with two City options to extend the agreement for FY 2010-11 and FY 2011-12.

Acterra will work with City staff to develop a work plan indicating where, when, and what type of work will take place. Work within Redwood Grove will include the removal of non-native plants by volunteers supervised by Acterra staff using hand tools. Areas where non-native plants are removed will be replanted using native plants from Acterra's nursery.

The scope of work would be exempt from CEQA under CEQA guideline 15301.

FISCAL IMPACT

Since the fiscal year is underway, the City Manager and Acterra's Executive Director have worked out a pro-rated amount of \$35,192 for the balance of 2009-10. Each of the successive option years are proposed at \$40,000.

In response to the Council's May 2009 concern regarding entering into a multi-year contract in the current uncertain budgetary times, the City Manager met with representatives of Acterra and the Packard Foundation regarding possible funding for the "out" years. Since the proposed program for Redwood Grove falls within the criteria of the Foundation's Local funding guidelines, the Foundation would be interested in considering a proposal from either agency (or a combined application from both organizations) that could lead to a grant if the City was unable to provide the funding for 2010-11 or 2011-12.

In addition, the contract has been drafted so the City could, as a last resort, terminate the agreement if monies are not available in the future to continue the effort.

In February 2009, the Council established a CIP project for Redwood Grove of \$98,000. With the approval of the budget for 2009-10, an additional \$100,000 was appropriated to the Redwood Grove CIP project. This amount was part of the estimated \$356,000 that had originally been identified in the unfunded 2005-10 Redwood Grove CIP combined with the estimate for demolition of the Pottery Barn. The demolition came in approximately \$42,000 less than estimated and staff is proposing that these monies, already appropriated, be used towards the first year Acterra contract amount of \$35,192. Of the \$198,000 appropriated, nearly \$180,000 remains in the project account.

ALTERNATIVES

1. Council may defer the agreement with Acterra to a later date.
2. Council may decline to enter into an agreement with Acterra.

Attachment(s):

1. DRAFT Acterra Service Agreement
2. Acterra Habitat Restoration and Environmental Education at Redwood Grove Proposal
3. Photos of invasive plants in Redwood Grove

**STEWARDSHIP AGREEMENT BETWEEN
THE CITY OF LOS ALTOS AND ACTERRA**

This Agreement (the “Agreement”), dated as of _____, 2009, is made by and between the City of Los Altos, a California general law municipal corporation (the “CITY”), and Acterra, a California public benefit corporation organized under the California Nonprofit Public Benefit Corporation Law (the “STEWARD”)(individually, a “Party” and, collectively, the “Parties”), in reference to the following facts and circumstances:

RECITALS:

1. The CITY owns certain Los Altos real property, commonly known as Redwood Grove Nature Preserve (5.7 acres)(the “Grove”), and shown in Exhibit A, attached hereto and incorporated herein by reference.
2. The CITY’S policy applicable to the Grove, enunciated in the Redwood Grove Nature Preserve Master Plan, adopted in 1980, is to “preserve the areas irreplaceable natural resources for future use and enjoyment, offer only those facilities that encourage uses appropriate to the resources, and by design, regulate the circulatory patterns of the visitor to lessen impact on critical areas while utilizing the entire site.”
3. The CITY adopted a plan for the Grove, the Redwood Grove Nature Preserve Master Plan (the “Plan”), in 1980, and shown in Exhibit B.
4. The success of the Plan is directly related to the active support and involvement of the community.
5. The STEWARD intends to benefit the CITY and the general public by providing services in accordance with the CITY’s referenced policy and the Plan. By this Agreement, the STEWARD will, under the direction of the CITY’s City Manager or his designee, and through the use of supervised volunteers, perform a variety of maintenance and habitat restoration activities in the Grove.

NOW, THEREFORE, in consideration of the following covenants, terms and conditions, the Parties agree, as follows:

SECTION 1. PURPOSE

- 1.1 The purpose of this Agreement is to have both parties cooperate in the preservation, protection and enhancement of the Grove.

SECTION 2. SCOPE OF SERVICES

2.1 The STEWARD shall:

- A. Coordinate all of its activities at the Grove with the City Manager or his designee.
- B. Provide a detailed work plan indicating where work will take place, when, what will be done, and lists of plants to be removed and those to be planted.
- C. Under the direction of the CITY, perform habitat restoration, removal and control of non-native, invasive weeds and erosion control in accordance with the Plan.
- D. Budget. On or before January 15 of 2010 and 2011, the STEWARD shall submit a proposed budget and any request for CITY funding for the forthcoming fiscal year. The City Manager or his designee shall review the budget and any requests for CITY funding.
- E. Work Plan. Within thirty (30) days after the Parties' execution of the Agreement the STEWARD shall submit to the City Manager, or his designee, a proposed written work plan of activities to be carried out at the Grove during the current fiscal year. If the terms of this Agreement are extended as specified in Section 3.2, the STEWARD shall submit a proposed work plan on or before June 1 of each year.
- F. Performance Review. On or before September 1 of each succeeding fiscal year during the term of this Agreement, the STEWARD and the City Manager, or his designee, shall conduct a performance review, indicating the activities that have been carried out at the Grove for the past fiscal year, and conformance to the agreed upon performance objectives and standards.
- G. The STEWARD may perform other services related to the preservation, protection and enhancement of the Grove as approved, in writing, by the City Manager.

2.2 The CITY will:

- A. Provide overall management of the Grove.
- B. Review all activities proposed for the Grove. All activities of the STEWARD must be approved by the City Manager, or his designee.
- C. Be responsible for maintenance of all utility facilities within the Grove, including those that do not benefit the Grove directly.
- D. Be responsible for maintenance within the Grove of all signage, tree trimming and tree removal, fire management, and law enforcement.
- E. Be responsible for maintenance of the Manresa Access Trail.

- F. Be responsible for payment of all utilities to the Grove including water.
- G. Have access at all times to the Grove and continue to operate CITY programs while STEWARD is performing work.
- H. Compensation for the balance of Fiscal Year 2009-10 shall be thirty-five thousand one hundred ninety-two dollars (\$35,192). Compensation will include costs of plant removal and of native plants to be planted in Grove.

2.3 As compensation for the services fully and faithfully provided during the Term specified in Section 3.1 by the STEWARD hereunder, the CITY will pay the STEWARD a pro rata percentage at the beginning of each calendar quarter.

2.4 The payment amount set forth in Section 2.3 above will be adjusted on July 1, 2010 and July 1, 2011 to forty thousand dollars (\$40,000) for each year, if the terms of the Agreement are extended as specified in Section 3.2. On or before April 1 of each year, the CITY will notify STEWARD of the possibility of City funding for the coming year. If CITY funding is not available, STEWARD, CITY or both will seek outside funding for project. If funding is not forthcoming from either the CITY or outside sources, the contract will terminate on June 30 of the completed year.

SECTION 3. TERM; EXTENSION; TERMINATION

3.1 The term of this Agreement (the "Term") shall be from the date executed to June 30, 2010, unless it is earlier terminated as herein provided.

3.2 The Term may be extended by the Parties for two additional one-year periods.

3.3 A Party may terminate this Agreement, with or without cause, upon thirty (30) days' prior written notice given to the other Party.

SECTION 4. CONTROL OF HOURS, PRICES AND PROCEDURES

4.1 The STEWARD shall have access to the Grove for the uses specified in Section 2 during normal business hours of the Grove (8 AM to 8 PM). The STEWARD shall at all times maintain a written schedule, setting forth the operating hours and operating procedures for each service provided at the Grove.

4.2 The STEWARD shall furnish to the City Manager, or his designee, a copy of the schedules and procedures. Should the City Manager, or designee, decide that any part of these schedules or procedures is not responsive to the needs of the public, the STEWARD, upon receipt of written notice from the City Manager, or designee, shall modify the schedules and/or procedures to the reasonable satisfaction of the City Manager, or designee. Prior to issuing such notice, the City Manager, or designee, shall personally review and confer with the STEWARD or its representative.

4.3 Because the Grove is public property and the STEWARD is acting for and on behalf of the CITY, the STEWARD, its officers, employees, agents and representatives shall conduct themselves in a courteous and efficient manner and be neat in appearance while working at the Grove. The STEWARD shall hire and retain active, qualified, competent, and experienced personnel to supervise the STEWARD'S operations at the Grove. The STEWARD shall closely monitor volunteers and otherwise ensure the highest standards of service to the public are maintained.

SECTION 5. INSURANCE

5.1 Liability Insurance. STEWARD shall, during the Agreement Term, at STEWARD's sole cost and expense, procure and keep in force commercial general liability insurance providing coverage on an "occurrence" basis against any and all claims for personal injury, death, or property damage occurring in or about the Premises and/or the Property or arising out of the use or occupancy of the Premises and/or the Property by STEWARD or any of STEWARD's employees, agents, contractors, invitees, or other authorized representatives. Such insurance shall have a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and shall be primary and noncontributory with respect to any liability policy or self-insurance procured and maintained by City. The City, its officers, officials, employees and volunteers are to be covered as insureds with respect to liability arising out of the use, maintenance or occupancy of the Premises and/or Property.

5.2 Workers Compensation Insurance. STEWARD shall obtain statutory Worker's Compensation & Employers' Liability insurance in the amount of \$1,000,000 per accident. Such insurance shall contain or be endorsed to contain a waiver of all rights of subrogation against the City and STEWARD hereby grants to City, its officers, officials, employees and volunteers a waiver of any right to subrogation which any insurer may acquire by virtue of payment of any loss.

5.3 Form of Insurance. All insurance required to be carried by STEWARD hereunder shall be issued by companies, on forms and with loss payable clauses satisfactory to City and copies of policies of such insurance, certified by the insurer to be a true and correct copy of the insurance policies, or certificates of insurance evidencing such insurance shall be delivered to City by STEWARD prior to STEWARD's entry on or use of the Premises. A new certified policy or certificate of insurance shall be delivered to City at least thirty (30) days before the expiration of the old policy. No such policy shall be cancelable except after thirty (30) days written notice to City. In no event shall the limits of such policies be considered as limiting the liability of STEWARD under this Agreement.

SECTION 6. INDEMNITY

6.1 Except as provided under section 6.2, the STEWARD hereby waives all claims, liability and recourse against the CITY, including the right of contribution for loss or damage of or to persons or property arising from, growing out of, or in any way connected with or related to this Agreement. The STEWARD agrees to protect,

indemnify, hold harmless and defend the CITY, its elected officials, officers, employees and agents, against any and all claims, losses, liability, demands, damages, costs expenses or attorneys' fees arising out of the STEWARD's negligent performance or nonperformance of its obligations under the terms of this Agreement. In the event the CITY is named as co-defendant, the STEWARD shall notify the CITY of such fact and shall represent the CITY in such legal action, unless the CITY undertakes to represent itself as co-defendant in such legal action, in which event the STEWARD shall pay to the CITY its reasonable litigation costs and expenses, including reasonable attorneys' fees.

6.2 The CITY agrees to protect, indemnify, hold harmless and defend the STEWARD, its officers, employees and agents, against any and all claims, losses, liability, demands, damages, costs, expenses or attorneys' fees arising out of the CITY's negligent performance or nonperformance of its obligations under the terms of this Agreement.

SECTION 7. NO PROPERTY RIGHTS

7.1 The Parties agree that this Agreement shall not confer any property right upon the STEWARD or its officers, employees, members or volunteers. Any work performed for the benefit of the Grove and any improvements placed or constructed at the Grove shall conform to the CITY's standards and approved by the City Manager, or designee, and shall, upon acceptance, become the property of the CITY.

SECTION 8. ASSIGNMENTS

8.1 The STEWARD shall not assign this Agreement to any other party. Any attempted Encumbrance shall be null and void and shall confer no right, title, or interest in or to this Agreement.

SECTION 9. NOTICES

9.1 Unless otherwise required by the terms and conditions of this Agreement, whenever notice is required to be furnished by this agreement, it shall be mailed, first class, postage prepaid, to the following:

To CITY:

City Manager
City of Los Altos
1 North San Antonio Road
Los Altos, CA 94022

To STEWARD:

Executive Director
ACTERRA
3921 E. Bayshore Road, Suite 202
Palo Alto, CA 94303-4303

SECTION 10. EXHIBITS TO AGREEMENT

10.1 General Conditions. All general terms, conditions, and provisions applicable to contracts respecting land entered into by the City shall apply to this Agreement, and the same is attached hereto and incorporated herein by reference as Exhibit B.

10.2 This Agreement includes the following, which are expressly attached hereto and by this reference incorporated into this Agreement:

- Exhibit A – Map showing area of the Grove
- Exhibit B – Redwood Grove Nature Preserve Master Plan (dated 1980)
- Exhibit C –General Conditions

The inclusion of provisions in Exhibit C (General Conditions) is not in any way intended to lessen their importance, but is merely done to enhance the organization of various sections and this Agreement.

IN WITNESS WHEREOF, the Parties by their duly appointed representatives have executed this Agreement as of the date first above written.

CITY OF LOS ALTOS

ACTERRA

Mayor

Executive Director

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk



Acterra
Action for a Sustainable Earth
3921 East Bayshore Road
Palo Alto ca 94303-4303

tel 650.962.9876
fax 650.962.8234
www.Acterra.org
info@Acterra.org

Habitat Restoration and Environmental Education at Redwood Grove A Proposal to the Packard Foundation by the Acterra Stewardship Program

1. The Need:

- a. The ecosystem of the Redwood Grove, a Los Altos park, is seriously degraded – overgrown with invasive plants and badly eroded with many unhealthy trees.
- b. There is a shortage of opportunities for Los Altos community members, especially young people, to steward natural places near home.

2. The Opportunity:

- a. Many residents of Los Altos are environmentally conscious and seeking nearby and hands-on ways to benefit the environment.
- b. Acterra has over a decade of experience effectively employing community volunteers (youth and adults,) restoring habitat and, in the process, educating volunteers about the local ecosystem
- c. Acterra's restoration/education model is well-suited to Redwood Grove

3. Scope of Project:

Acterra proposes to approach this project in two phases. In Phase 1 (start-up of four weeks) Acterra develops three plans: restoration, volunteer involvement and ecological education. In Phase II (ongoing as contracted) Acterra implements the aforementioned plans for the length of the contract.

a. The habitat restoration plan includes:

- i) Goals (e.g., increasing biodiversity to establish healthy ecosystems)
- ii) Identification of priority areas (e.g., select areas easy to access, with educational and habitat value, and/or highly invasive weeds)
- iii) Sequence of restoration work
- iv) Methods for invasive plant removal
- v) Maintenance strategy for restored areas (e.g. watering, weed removal)
- vi) Monitoring of restored areas
- vii) A map of ecosystems and priority restoration areas

b. The volunteer involvement plan includes:

- i) Recruitment of community members:
 - (1) Docents (trained, regular volunteers) to assist with restoration and educational activities
 - (2) Middle and high school teachers and group leaders from churches, businesses, and other organizations
 - (3) Redwood Grove summer program participants
 - (4) Restoration volunteers for work days
 - (5) Interns

- ii) Management of volunteer programs:
 - (1) Organize and conduct work days for community members
 - (2) Establish and train a core group of regular volunteers (docents)
 - (3) Coordinate special days for classes and other groups
 - (4) Ongoing volunteer training and appreciation events

c. The ecological education plan includes:

- i) Goals of educational activities
- ii) Types of educational activities
- iii) Seasonal opportunities for programs based on social and ecological calendars
- iv) Development of educational materials
- v) Determining the number and frequency of activities (a minimum of 20 weekend and weekday workdays open to the community and 20 periodic events for school, corporate and community groups)

4. Habitat restoration activities

a. Acterra establishes six types of restoration areas:

- i) Redwood Ecosystem
- ii) Oak Woodland Ecosystem
- iii) Riparian Ecosystem
- iv) Grassland Ecosystem
- v) Plants of the Ohlone People (in Ohlone Village site)
- vi) Demonstration Garden for Native Landscaping

b. Each area is restored using the following steps:

- i) Remove non-native invasive plant species using hand tools, mulch, and avoiding the use of chemical treatments
- ii) Install native plants - by seed and native plants propagated at Acterra's nursery from site specific seeds and cuttings
- iii) Improve the soil conditions and adding mulch, where appropriate (especially in the redwood ecosystem)
- iv) Monitor restored areas for health and growth of trees and under-story plants, and weeds
- v) Control erosion - especially in the riparian area
- vi) Create habitat for native wildlife (e.g., bird houses, native bee boxes, brush piles, woody debris)

5. Ecological education activities

a. Educational opportunities include:

- i) Restoration work days with an informational orientation and debriefing and on-the-job training and information sharing
- ii) In-class presentations to teachers to prepare their students for their service learning experience at the Redwood Grove
- iii) Interpretive programming at Redwood Grove including workshops, presentations and walks

- iv) Educational materials development including signage and handouts for each ecosystem.

b. The information covered by educational events includes:

- i) Hands-on knowledge of ecological restoration practices
- ii) Local ecology and the importance of biodiversity
- iii) Invasive plant identification (and explanation of the problems they cause)
- iv) Native plant education (appropriate plants for conserving water and creating wildland and backyard habitats, how they are installed and cared for)
- v) Information about local fauna (animals and birds), trees and other natural resources
- vi) Ethnobotanical information (native plant usage by the Ohlone people)

6. Project requirements

- a. Support for current Acterra staff to develop a plan (Phase I).
- b. Support for half-time Acterra staff member, supervisor, and resource staff (Phase II)
- c. Tools, gloves and storage space
- d. Native plants
- e. Caging materials for protecting installed plants
- f. Interpretive material (signs and printed material)
- g. On-site, indoor space to accommodate a desk and supplies, and to orient volunteers in inclement weather
- h. Assistance from city staff in publicizing work days and educational events
- i. Assistance from city staff in maintaining the site (e.g. trash removal)

7. Project Cost

- a. Phase I: Develop Restoration and Education Plans (One month)
 - i) Labor-Partial salary and benefits for 4 weeks effort by Acterra director, chief steward, botanist and nursery manager: \$7,000
 - ii) Materials- One time expense to provide needed tools, gloves, garden cart, storage containers, etc.): \$3,000
 Phase I Sub Total: \$10,000

- b. Phase II: Implement Restoration and Education Plan (Annual Cost)
 - i) Salary and benefits of half-time Acterra staff member: (\$22,000 + 20% taxes and benefits = \$26,400)
 - ii) Partial salaries of Acterra supervisor, botanist, nursery manager, and chief steward: (\$8,000)
 - iii) Ongoing materials- replacement tools, gloves, caging material: (\$1,000)
 - iv) Native plants - grown in Acterra's native plant nursery: (\$2,500)
 - v) Volunteer appreciation-refreshments, appreciation gifts, e.g, hats or patches, name badges, etc. (\$1,500)
 - vi) Interpretive materials- printing, signage, etc. (\$2,000)
 Phase II Sub Total: \$40,400
 Total cost for first 13 months (July 1, 2009 — July 31, 2010): \$50,400





