



EAST CONTRA
COSTA COUNTY
HABITAT
CONSERVANCY

City of Brentwood

City of Clayton

City of Oakley

City of Pittsburg

Contra Costa County

GOVERNING BOARD

REGULAR MEETING

Wednesday, September 24, 2008
10:30 am

City of Pittsburg City Hall
Council Chambers, 3rd Floor
65 Civic Center Drive, Pittsburg, CA

AGENDA

- 1) **Introductions**
- 2) **Public Comment** on items that are not on the agenda (public comment on items on the agenda will be taken with each agenda item).
- 3) **Consider approving the Meeting Records from the East Contra Costa County Habitat Conservancy (“Conservancy”) Governing Board Regular Meeting of June 18, 2008 and the Special Meetings of July 30 and August 25, 2008.**
- 4) **Consider update on the Vasco Caves-Souza 1 HCP Pond Project and the Lentzner Springs Wetland Restoration Project, including final versions of agreements with the East Bay Regional Park District.**
- 5) **Consider update on Conservancy finances. Consider amending the expenditure limit for one budget category by \$23,000. Consider approving the following contract amendments:**
 - a) Monk and Associates: Increase expenditure limit by \$15,000, from a former limit of \$75,000 to a new limit of \$90,000.
 - b) ICF Jones and Stokes: Increase expenditure limit by \$100,000, from a former limit of \$225,000 to a new limit of \$325,000.
 - c) Resources Law Group: Increase expenditure limit by \$40,000, from a former limit of \$50,000 to a new limit of \$90,000.
- 6) **Consider adopting a position on Measure WW, EBRPD’s proposed extension of a bond measure for park acquisition and facilities.**

(continued)

Adjourn to Closed Session

7) Closed Session: Conference With Real Property Negotiators

Property: APN#001-011-040 (commonly known as 6100 Armstrong Road, Byron, Contra Costa County)

Agency Negotiators: John Kopchik and Abby Fateman

Negotiating Parties: East Contra Costa County Habitat Conservancy and East Bay Regional Park District

Under negotiation: payment terms

8) Closed Session: Conference With Real Property Negotiators

Property: APNs 005-120-007, 005-120-008, 005-130-001, 005-090-006, 005-100-005, 005-140-003, 005-150-003, 005-150-004, 005-160-001, 005-160-004 (Vasco Road area)

Agency Negotiators: John Kopchik and Abby Fateman

Negotiating Parties: East Contra Costa County Habitat Conservancy, California Wildlife Foundation and East Bay Regional Park District

Under negotiation: payment terms

Reconvene Open Session

9) Report on any actions taken in Closed Session.

10) Adjourn.

If you have questions about this agenda or desire additional meeting materials, you may contact John Kopchik of the Contra Costa County Community Development Department at 925-335-1227.

The Conservancy will provide reasonable accommodation for persons with disabilities planning to participate in this meeting who contact staff at 925-332-1227 at least 24 hours before the meeting.

**EAST CONTRA COSTA COUNTY
HABITAT CONSERVANCY**

DATE: September 24, 2008
TO: Governing Board
FROM: Conservancy Staff
SUBJECT: Meeting Record for June 18, July 30 and August 25, 2008 Governing Board Meetings

RECOMMENDATION

Consider approving the Meeting Records from the East Contra Costa County Habitat Conservancy (“Conservancy”) Governing Board Regular Meeting of June 18, 2008 and the Special Meetings of July 30 and August 25, 2008.

DISCUSSION

Please find the draft meeting records attached.

CONTINUED ON ATTACHMENT: X YES
ACTION OF BOARD ON _____ APPROVED AS RECOMMENDED _____
OTHER _____

VOTE OF BOARD MEMBERS

UNANIMOUS
AYES: _____
NOES: _____
ABSENT: _____
ABSTAIN: _____

I HEARBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MEETING RECORD OF THE CONSERVANCY GOVERNING BOARD ON THE DATE SHOWN.

ATTESTED _____
*CATHERINE KUTSURIS, SECRETARY OF THE EAST CONTRA COSTA COUNTY
HABITAT CONSERVANCY*

BY: _____, DEPUTY

Draft Meeting Record

East Contra Costa County Habitat Conservancy
Regular Governing Board Meeting
Wednesday, June 18, 2008

1) Introductions.

Governing Board members in attendance were:

Bruce Connelley	Mayor, City of Oakley
Mary Piepho	Supervisor, Contra Costa County
Greg Manning	Mayor, City of Clayton (Conservancy Chair)
Erick Stonebarger	Councilman, City of Brentwood

Other Attendees:

Brian Curran	Friends of Marsh Creek
Suzanne Gilmore	CA Department of Fish and Game
David Frazier	Staff, Supervisor Federal Glover's Office
Dennis Lopez	Byron Resident
Brad Olson	East Bay Regional Park District
Dee Munk	Contra Costa Farm Bureau
Winston Rhodes	City of Brentwood

Conservancy Staff members in attendance were:

Abby Fateman	Conservancy Staff
John Kopchik	Conservancy Staff

- 2) **Public Comment.** None.
- 3) **Consider approving the Meeting Record from the East Contra Costa County Habitat Conservancy ("Conservancy") Governing Board Meeting of March 19, 2008.** The Governing Board approved the March 19, 2008 Meeting Record. (3-0-1)
- 4) **Consider accepting update on Conservancy staff support and general update from staff on implementation of the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan.** John Kopchik provided an update on implementation activities. This included applications for take coverage, interagency coordination and general program administration. He also summarized the memo provided by Mr. Barry on staff support to the Conservancy, including the merger of the Community Development Department with the Building Inspection Department to become the Department of Conservation and Development, the assumption of the duties of Conservancy Secretary by Catherine Kutsuris and the designation of Mr. Kopchik as Executive Director. The Board accepted the update. (4-0-0)
- 5) **Consider authorizing staff to execute a Participating Special Entity agreement with Ameresco Keller Canyon LLC to extend take coverage to the proposed landfill gas power plant** (0.6 acres of temporary impact to grassland land cover). John Kopchik provided background on the Ameresco Keller Canyon project and its request for take authorization for the Conservancy as a Participating Special Entity. Mr. Kopchik also contrasted the proposed process for covering the project under the Habitat Conservation

Plan (HCP) with the process that would have been necessary absent the HCP. The Board approved the item. (4-0-0)

- 6) **Consider approving map providing guidance on the application of the stream setback provisions to streams within the inventory area.** John Kopchik summarized the provisions in the HCP related to stream setbacks and the requirement in the HCP that the Conservancy prepare a guidance map. He also explained the map and the disclaimers on the map that make clear the map is a guidance document only. Board members asked about input received from members of the Public Advisory Committee (PAC). Mr. Kopchik explained that the map had been presented at the May PAC meeting and that comments had been received during the meeting and that a PAC member had also submitted a letter. Mr. Kopchik indicated that he had discussed the letter with the sender to explain the purpose of the map and answer questions. The Board approved the item. (4-0-0)

- 7) **Consider update and provide guidance and direction to staff on pursuit of grant funding.** John Kopchik provided an update on the status of grant funding. He reviewed the current status of grants awarded for the HCP. The most recent policy development regarding funding has been the recently expressed restrictions on using mitigation fee money as match for federal Section 6 grant awards, restrictions that were not publicized during the grant application (in fact, staff had been assured that mitigation fees could be used). Mr. Kopchik provided background and reviewed the letter from the California Department of Fish and Game to the U.S. Fish and Wildlife Service that strongly encouraged the allow used of mitigation fee money as match for federal Section 6 grants. Mr. Kopchik also highlighted other opportunities for the Conservancy to assemble matching funds for grants including: accessing Proposition 84 funds through the Wildlife Conservation Board, securing contribution from other partners, documenting funds already spent (acquisition and start-up costs), accessing funds from (if passed in November 2008) EBRPD's Measure AA renewal. The Governing Board approved the strategies outlined in the staff report and authorized staff to implement these strategies. Further, the Board declared its support for allowing use of mitigation fees as match for Section 6 grants, declared its support for the State providing the full amount of the required non-federal matching funds for the three approved Section 6 grants and concurred with the staff's intent to submit a smaller request for section 6 grants this year than in years past. (4-0-0)

- 8) **Consider update on wetland restoration/creation projects planned for this year. Consider timeline and steps necessary to authorize the projects to move forward. Consider appropriate direction and authorization to staff.** John Kopchik and Abby Fateman provided an update on the two wetland restoration/creation projects planned for summer/fall 2008. The Lentzner Springs wetland restoration and the Vasco Caves Souza I – HCP Pond creation project are both important to develop working relationships with other agencies (East Bay Regional Park District and regulatory agencies), establish systems (for developing projects, contracting, and oversight of construction/restoration), and the HCP's stay ahead provision. Audience member Mr. Lopez offered his comments on wetland restoration and the HCP in general, sharing his years of experience managing land in eastern Contra Costa County. He indicated he was concerned that future development would be impacted by HCP conservation and also indicated that constructing wetlands such as ponds was not as difficult as it sounds and has been done by ranchers for years. The Board accepted the staff update and approved option 2,

scheduling a special meeting, in order to consider future authorization for constructing the two wetland restoration projects. (4-0-0)

- 9) **Consider scheduling a special meeting of the Governing Board in July or August to address time sensitive items prior to the regular meeting on September 17, 2008.** The Governing Board scheduled a special meeting for July 30, including a field trip prior to the meeting.
- 10) **Adjourn.**

Draft Meeting Record

East Contra Costa County Habitat Conservancy
Governing Board Meeting- Special Meeting
Wednesday, July 30, 2008

1) Introductions.

Governing Board members in attendance were:

Will Casey	Mayor, City of Pittsburg
Bruce Connelley	Mayor, City of Oakley
Greg Manning	Mayor, City of Clayton (Conservancy Chair)
Erick Stonebarger	Councilman, City of Brentwood

Other Attendees:

Chris Barton	East Bay Regional Park District (EBRPD)
Mark Mueller	Contra Costa Water District (CCWD)
Dee Munk	Contra Costa Farm Bureau

Conservancy Staff members in attendance were:

Abby Fateman	Conservancy Staff
John Kopchik	Conservancy Staff

2) Public Comment. Mark Mueller (CCWD) requested that East Bay Regional Park staff work with him on developing a naming convention for projects in the Vasco area. There is confusion over how the different agencies refer to the same property. Chris Barton (EBRPD) noted the comment.

3) Consider the following actions to implement the Lentzner Springs Wetland Restoration Project (Project):

a. **AUTHORIZE Conservancy staff to execute an agreement with the East Bay Regional Park District (District) for construction of the Project.** Mr. Kopchik provided brief background on all four items and made reference to field trip attended earlier in the day by Governing Board members. Board Member Connelley asked what would happen after the five year initial period during which EBRPD would be paid \$25,000 for certain management services. Mr. Kopchik responded that the first five year period would be used to develop better information on the costs of managing the project area and that information would be used as the basis for a longer term management agreement to be funded by the Conservancy. Mr. Kopchik indicated it was likely that such long-term management costs would be rolled into a larger management funding agreement for the larger preserve. The Board authorized Conservancy staff and attorney to work with EBRPD staff and counsel to refine the agreement and authorized Conservancy staff to execute an agreement with the District after first providing a copy of the final version to the Chair and seeking his concurrence that the changes were acceptable and consistent with the action of Board. (4-0-0)

b. **AUTHORIZE the payment of \$94,400 to the District for construction of the Project.** The Board authorized the payment to the District for the construction of the project. (4-0-0)

c. **DIRECT Conservancy staff to monitor construction of the Project and inspect final improvements to confirm completion of the Project in accordance with the plans and specifications.** The Board authorized staff to monitor the construction of the project as described in the staff report. (4-0-0)

d. **AUTHORIZE payment of \$25,000 to District for District's estimated management costs on the Project site for initial five-year period once staff has accepted completion of Project construction.** The Board authorized the payment for management costs once staff has accepted completion. (4-0-0)

4) Consider accepting update on the Vasco Caves pond creation project scheduled to be constructed in 2008. Consider scheduling a special meeting of the Governing Board in August prior to the regular meeting on September 17, 2008 to consider approving construction. The Board accepted the update and set a special meeting in August 2008 to consider the project. (4-0-0)

5) Adjourn to the September 17, 2008 Board meeting The Board adjourned to the August 2008 meeting.

Draft Meeting Record

East Contra Costa County Habitat Conservancy
 Governing Board Meeting – Special Meeting
 Wednesday, August 25, 2008

1) Introductions.

Governing Board members in attendance were:

Will Casey	Mayor, City of Pittsburg
Bruce Connelley	Mayor, City of Oakley
Mary Piepho	Supervisor, Contra Costa County (Conservancy Vice-Chair)
Erick Stonebarger	Councilman, City of Brentwood

Other Attendees:

David Frazier	Supervisor Federal Glover’s Office
Mariah Piepho	Public

Conservancy Staff members in attendance were:

Abby Fateman	Conservancy Staff
John Kopchik	Conservancy Staff

2) Public Comment. None.

3) Consider the following actions to implement the Vasco Caves-Souza 1 HCP Pond Project (Project).

- a. **ACCEPT report from staff on the opening of sealed bids submitted for the Project (scheduled for 2 p.m. on August 25)** John Kopchik briefly reviewed the project and explained the process for soliciting bids for construction of the Vasco Caves Souza I – HCP Pond project. Sealed bids had been opened earlier in the day and the lowest bid was significantly lower than the estimate from the project designer. The lowest bid was from GradeTech, Inc. for \$139,000. John Kopchik provided a revised copy of the project budget reflecting the lowest bid. Supervisor Piepho sought clarification on the line items in the budget including the management actions item, seeking more information on exactly what these items covered as the revised handout lacked the details. Supervisor Piepho asked that details be repeated in handouts in the future in case they are taken out of context and clarified that Board action would reflect the full descriptions of the budget items. The Board accepted the report. (4-0-0)
- b. **AUTHORIZE Conservancy staff to execute an agreement with the East Bay Regional Park District (District) authorizing the Conservancy to construct the Project on District lands. Pursuant to this Agreement, AUTHORIZE payment to the District of \$5,000 upon execution of the Agreement for construction inspection services and \$25,000 upon completion of Project construction for District’s management costs during initial five-year management period.** John Kopchik explained the cost associated with services to be provided by the District in association with the pond project. The Board approved the expenditures and authorized Conservancy staff and attorney to work with EBRPD staff and counsel to refine the agreement and authorized Conservancy staff to execute an agreement with the District after first providing a copy of the

final version to the Vice-Chair and seeking her concurrence that the changes were acceptable and consistent with the action of Board. (4-0-0)

- c. **APPROVE the General Conditions, Supplementary Conditions, Project Plans, Technical Specifications and all other bid and contracting documents for the Project presented in the bid package.** John Kopchik reviewed the bid and contracting documents. The Board approved these items. (4-0-0)
 - d. **AUTHORIZE the Executive Director of the Conservancy to sign Agreement with the lowest qualified bidder for the Project and AUTHORIZE construction of the project.** The Board authorized execution of the Agreement and construction of the project. (4-0-0)
- 4) **Consider approving Resolution 2008-02 authorizing application for and acceptance of grant funds from the California Department of Fish and Game for wetland restoration activities.** John Kopchik explained that the resolution is a necessary part of the application and funding process. The resolution authorizes staff to apply for and accept funds for wetland restoration projects related to the HCP. The Board approved Resolution 2008-02. (4-0-0)

5) **Closed Session: Conference With Real Property Negotiators**

Property: APN#080-080-002 (Morgan Territory Road, Contra Costa County)

Agency Negotiators: John Kopchik

Negotiating Parties: East Contra Costa County Habitat Conservancy and East Bay Regional Park District

Under negotiation: payment terms

Following the closed session, Conservancy staff reported that the Governing Board had:

a) accepted a report from staff on potential for Conservancy to assist the East Bay Regional Park District (“EBRPD”) with acquisition of the this property, b) declared its support for expending \$676,631 to assist with this acquisition by EBRPD using funds from a grant awarded to the County by the U.S. Bureau of Reclamation, and c) directed the Executive Director to perform due diligence on the Property and to work with EBRPD to draft for future Governing Board consideration the agreements necessary for the Property to be become part of the HCP/NCCP Preserve System.

- 6) **Adjourn.** The Governing Board changed the regular time for Board meetings from 5:30 p.m. to 10:30 a.m. The meeting location may also vary between Pittsburg and Oakley, with the September meeting to be in Pittsburg and the December meeting to be in Oakley.

**EAST CONTRA COSTA COUNTY
HABITAT CONSERVANCY**

DATE: September 24, 2008
TO: Governing Board
FROM: Conservancy Staff
SUBJECT: Wetland Restoration Projects

RECOMMENDATION

ACCEPT update on the Vasco Caves-Souza 1 HCP Pond Project and the Lentzner Springs Wetland Restoration Project, including final versions of agreements with the East Bay Regional Park District.

DISCUSSION

The Board approved construction of these projects at the July and August meetings and authorized staff in consultation with the Chair or Vice-Chair to refine and execute the agreements. Construction on both projects has now commenced. Below please find a status report on the two projects and on the final, signed agreements.

Lentzner Springs Wetland Restoration Project: Conservancy staff, working closely with the Jones and Stokes design team and the permitting agencies applied for and secured all necessary permits for construction to begin on time. Permits secured include:

- California Department of Fish and Game: 1602 (Streambed Alteration Agreement)
- U.S. Army Corps of Engineers: 404 Clean Water Act Permit. Necessary consultations included
 - State Historical Preservation Office on cultural resources
 - U.S. Fish and Wildlife Service consultation (which was greatly eased by the HCP)
- Central Valley Region Water Quality Control Board: 401 Clean water Act Permit
- HCP Planning and Pre-construction surveys

Construction started the week of September 15, 2008. During the first week, the construction

CONTINUED ON ATTACHMENT: <input checked="" type="checkbox"/> YES	
ACTION OF BOARD ON _____ APPROVED AS RECOMMENDED _____	
OTHER _____	
<u>VOTE OF BOARD MEMBERS</u>	
____ UNANIMOUS	
AYES: _____	I HEARBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MEETING RECORD OF THE CONSERVANCY GOVERNING BOARD ON THE DATE SHOWN. ATTESTED _____ <i>CATHERINE KUTSURIS, SECRETARY OF THE EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY</i> BY: _____, DEPUTY
NOES: _____	
ABSENT: _____	
ABSTAIN: _____	

contractors, Thunder Mountain, prepared the site for restoration by removing on-site debris and clearing and grubbing the top layer of soil and organics. They also initiated culvert and road repairs and began rough grading (as indicated in the project design plans). Inspectors from the East Bay Regional Park District (EBRPD) are monitoring the site and overseeing the contractors. Conservancy staff has also visited the site in the initial days of work. The EBRPD Inspector will continue to supervise the site and ensure that the contractors are building the restoration to specifications in the design documents.

Vasco Caves Souza I – HCP Pond Creation: Permitting for the Pond project differs greatly from the Lentzner Springs project as there are no jurisdictional waters being impacted by the construction. No permits were needed from the California Department of Fish and Game or the U.S. Army Corps of Engineers. Regulatory compliance required for this project include:

- State Water Resources Control Board: Notice of Intent to Comply with Water Quality Permit and receipt of a Waste Discharger Identification number
- HCP Planning and Pre-construction surveys were completed

Construction started the week of September 15, 2008. The first week the construction contractors, GradeTech Inc., prepared the site for grading. The site was surveyed. The top layer of soil and organics was removed. The contractor has started excavating the site and separating the soils (to isolate the clays that will later be reapplied and compacted for the pond liner). The contractor has also started work on the pond spillway. Monk and Associates, who designed the project, are also providing inspection services for the construction project.

Agreements: In approving both projects, the Board authorized Conservancy staff and attorney to work with EBRPD staff and counsel to refine the agreements and authorized Conservancy staff to execute agreements with the District after first providing a copy of the final version to the Chair (in the case of Lentzner) or the Vice-Chair (in the case of Vasco Caves-Souza I) and seeking his/her concurrence that the changes were acceptable and consistent with the action of Board. Following this authorization, the agreements were refined, the Chair/Vice-Chair were consulted regarding substantive changes and the agreements were executed. Copies of the executed agreements are attached.

**AGREEMENT BETWEEN EAST CONTRA COSTA COUNTY HABITAT
CONSERVANCY AND EAST BAY REGIONAL PARK DISTRICT RELATING TO
THE LENTZNER SPRINGS WETLAND RESTORATION PROJECT AT BLACK
DIAMOND MINES REGIONAL PRESERVE**

This Agreement, dated August 19, 2008, is by and between East Contra Costa County Habitat Conservancy ("Conservancy") and East Bay Regional Park District ("District"; Conservancy and District collectively are the "Parties").

RECITALS

- i. The Lentzner parcel is located adjacent to the Black Diamond Mines Regional Preserve in unincorporated Contra Costa County, California and is comprised of 320-acres (the "Property"). The Property was acquired by District in 2005, in part with funding from Liberty Union School District as mitigation for construction of a new school.
- ii. Conservancy is administering the implementation of the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan ("HCP") in Contra Costa County, California. The HCP has been approved by District and Conservancy. The HCP has undergone environmental review and permitting by the United States Fish and Wildlife Service (the "Service") and Department of Fish and Game ("CDFG" or the "Department"). The HCP calls for the restoration and creation of wetlands within preserved lands.
- iii. Pursuant to the HCP, Conservancy and District have agreed to do the following:
 - a. District will construct a wetland restoration project on the Property and will perform certain management responsibilities relating thereto; and
 - b. Conservancy will provide funds to District to pay District's costs associated with construction and management of the wetland restoration project and will perform certain management, maintenance and remedial measures relating to the project.
- iv. The Lentzner Springs Wetland Restoration Project is not located within the portion of the Property that will be encumbered by the future Liberty Union Conservation Easement Area. However, Conservancy and District acknowledge that the site of the Lentzner Springs Wetland Restoration Project is intended to be maintained by District in a natural state in perpetuity.
- v. District's Board of Directors, by Resolution No. 2008-8-205, authorized acceptance of Conservancy's proposed wetland restoration project on August 5, 2008.

AGREEMENT

Therefore, based on the foregoing recitals, Conservancy and District agree to the following:

- I. **Construction of Project.** District shall construct, and Conservancy shall fund, the wetland restoration project on the Property, as described more particularly in Exhibit "A," which is attached hereto and incorporated herein by this reference (the "Project"). Detailed plans and specifications for the Project and the construction contract to be entered into by District have been approved by District and Conservancy. A complete budget detailing all of the estimated costs associated with construction of the Project that Conservancy will be required to pay is set forth in Exhibit "B," which is attached hereto and incorporated herein by this reference ("Project Budget"). Conservancy shall only be required to pay for those Project costs, \$89,400, that have been included in the Project Budget approved in advance by Conservancy ("Approved Construction Costs"). Should there be unforeseen circumstances increasing actual Project costs beyond the contingency fund in the Project Budget, the Parties shall follow the procedure outlined in Paragraph 2 below to reach agreement on the increased costs.

Conservancy will advance to District the sum equal to the Approved Construction Costs within 14 days of executing this Agreement. Conservancy will not be required to advance or pay any Project costs beyond the Approved Construction Costs unless those additional Project costs have been approved by Conservancy in advance. If the funds advanced to District by Conservancy to cover Approved Construction Costs exceed the actual Project costs incurred by District, Conservancy and District will promptly meet and confer following completion of construction to discuss whether District shall apply such excess funds to future management and maintenance of the Project or whether the funds shall be returned to Conservancy.

District shall use its reasonable good faith efforts to complete construction of the Project within one year of the date of this Agreement. District shall keep Conservancy apprised of the status of the Project throughout construction. District shall promptly notify Conservancy when construction of the Project is complete, upon which (a) Conservancy shall have the right to inspect the Project and accept the Project as complete and in accordance with the approved plans and specifications; and (b) the Parties will determine the date the Project is accepted as complete for purposes of determining the commencement date of the Initial Period (as defined below).

2. **Construction Management.** During Project construction, District will incur costs related to inspection of contractor's work, construction meetings and communications, and other related tasks. Conservancy agrees to provide District with \$5,000 within 14 days of executing this Agreement as compensation for these costs. Should there be significant changes in the Project circumstances, District may determine that such funding is inadequate for construction management of the Project. Should this occur, Conservancy and District shall confer to reach mutual agreement on changes to the Project and/or increased compensation to District for increased construction management costs.

3. **Initial Management and Maintenance of Project.** During the initial five year period immediately following completion of construction of the Project (the "Initial Period"), the Parties will cooperate in implementing a management plan for the completed Project ("Management Plan"). The Management Plan will be developed by the Parties prior to completion of construction and will generally provide as follows:
- a. Conservancy, at Conservancy's cost and expense, shall perform certain defined monitoring tasks and remedial measures relating specifically to the Project that are described in Exhibit "C".
 - b. District shall perform day-to-day land management activities, including general site supervision, fence maintenance, grazing management, and trash removal.

A general outline of the additional components of the Management Plan, including the goals and objectives of the Project, is included in Exhibit "C" attached hereto.

4. **Initial Management Funding.** During the Initial Period, Conservancy shall provide to District funds in the sum of \$25,000 to pay those costs incurred by District for management and maintenance activities in accordance with the Management Plan (the "Conservancy Funds"). Conservancy shall pay such funds to District within thirty days of final acceptance of project improvements by Conservancy. District shall not be responsible for performing management and maintenance tasks in excess of \$5,000 per year, or \$25,000 for five years. Should District determine that its costs may exceed \$5,000 in any year it shall notify Conservancy. Conservancy and District shall meet and confer to determine how such costs may be reduced or to reach agreement on Conservancy providing additional funds to District.

District shall maintain written records of all expenses incurred and paid by District during each calendar year performing activities required or permitted of District under the Management Plan, including those paid with Conservancy Funds, and, upon request, shall provide a written accounting of same to Conservancy on or before April 15 of the year immediately following the calendar year for such reporting.

5. **Permanent Management and Maintenance of the Project.** Conservancy and District shall meet and confer prior to the six month period immediately preceding the end of the Initial Period to accomplish the following:
- (a) To determine the Parties' respective management and maintenance responsibilities for the Project following the Initial Period.
 - (b) In the event the Project has not, or will not meet, the goals and objectives set forth in the Management Plan at the end of the Initial Period, as reasonably determined by Conservancy, Conservancy and District will determine the feasibility of undertaking mutually agreeable additional measures, which measures shall be at Conservancy's sole cost, that are designed to improve functionality of the Project to a level that will meet such goals and objectives. If it is not feasible to improve

functionality of the Project to a level that will meet such goals and objectives, as reasonably determined by Conservancy, Conservancy and District will determine mutually agreeable measures to remove the wetland and/or cease maintenance of the wetland, at which time the Parties management obligations under this Agreement will terminate.

- (c) Conservancy and District will (i) analyze all costs incurred by the Parties during the Initial Period to implement the Management Plan, (ii) prepare an estimate of the costs associated with management, maintenance and monitoring of the Project following the Initial Period ("Future Management Costs"), and (iii) determine a mutually agreeable method for Conservancy to fund such costs related to the Project following the Initial Period, which methods could include a new annual reimbursement rate, establishment of an endowment for management of the Project, and/or including Future Management Costs in an endowment or annual contribution set up for management of the entire Property and neighboring properties that are covered by the same preserve management plan.

In the unlikely event that Conservancy and District cannot reach agreement on management, maintenance and monitoring of the Project following the Initial Period then District shall be discharged of any and all obligations to manage, maintain or monitor the Project.

- 6. **Permits.** Conservancy shall be responsible for obtaining any local, county, state, and federal regulatory approvals and permits required to construct and maintain the Project on the Property (collectively "Approvals"); provided however, District will at all times cooperate fully with Conservancy and perform any acts or execute any documents reasonably necessary to enable Conservancy to secure such approvals and permits. District may be named as applicant or co-applicant or co-permittee as the Property owner and future management agency and shall review and approve such applications prior to submittal. District shall not commence construction of the Project unless and until all required Approvals for such construction have been obtained. Conservancy shall use its reasonable good faith efforts to obtain all Approvals required for construction of the Project on or before September 1, 2008.
- 7. **Access to Property.** Conservancy shall be authorized to access the Property, at reasonable times and upon reasonable prior notice to District, for the purpose of inspecting progress of the Project, monitoring District's compliance with this Agreement, and conducting Conservancy's obligations under this Agreement. Conservancy agrees to defend, indemnify and hold harmless District, its officers, directors and employees, for any property loss or damage and from any liability for death or injury occurring to Conservancy's employees, representatives, contractors and consultants while on District property, except when such liability results from the sole negligence or sole willful misconduct of District. District agrees to defend, indemnify and hold harmless Conservancy, its officers, directors and employees, for any property loss or damage and from any liability for death or injury occurring to District's

employees, representatives, contractors and consultants while on District property, except when such liability results from the sole negligence or sole willful misconduct of Conservancy.

8. **Modification to Agreement.** This Agreement may only be modified by a writing executed by both Parties.
9. **Entire Agreement.** This Agreement contains the entire understanding of the Parties relating to the subject matter of this Agreement. Any representation of promise of the Parties relating to the work shall not be enforceable unless it is contained in this Agreement.

In witness whereof, Conservancy and District have executed this Agreement, effective as of the date first above written.

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: 
Name: Catherine Kutsuris
Title: Secretary
Date: 8-27-08

EAST BAY REGIONAL PARK DISTRICT

By: 
Name: Pat O'Brien
Title: General Manager
Date: 8-20-08

Approved as to Form:


District Counsel, EBRPD

EXHIBIT "A"

Lentzner Springs Wetland Restoration Project ("Project")

The Lentzner Springs Wetland Restoration Project will add an additional 0.15 acres of alkali wetland and 0.37 acres of native grassland to the former Lentzner property, now a part of the Black Diamond Mines Regional Preserve. Work to be performed under this contract would include clearing and grubbing, demolition, earthwork, planting of harvested alkali grass plugs and seeding of native grasses. An at-grade ford made of articulated concrete mat and a new culvert would be installed to improve flows, drainage and vehicular maintenance access. Both temporary and permanent barbed wire fencing and gates would be installed to protect the site during plant establishment and control cattle grazing operations.

The attached maps describe the Project in greater detail.

EXHIBIT "B"

Project Budget

CONSTRUCTION	
Mobilization/Demobilization	\$2,000
Demolition	\$10,000
Earthwork	\$12,500
Concrete Mat	\$10,000
Culvert	\$8,000
Fencing and Gate	\$15,000
Planting	\$12,000
Plant Maintenance Period	<u>\$5,000</u>
SUBTOTAL BASE CONSTRUCTION	<u>\$74,500</u>
Construction contingency (20%)	<u>\$14,900</u>
APPROVED CONSTRUCTION COSTS	<u>\$89,400</u>
	<hr/> <hr/>
CONSTRUCTION MANAGEMENT BY DISTRICT	<u>\$5,000</u>
MANAGEMENT ACTIONS BY DISTRICT DURING INITIAL PERIOD	<u>\$25,000</u>
TOTAL	<u>\$119,400</u>

EXHIBIT "C"

Resource Management Plan Outline

Lentzner Spring Restoration Resource Management Plan Outline

Introduction

The East Contra Costa County Habitat Conservancy (Conservancy) in partnership with the East Bay Regional Park District (District) are planning a wetland and native grassland restoration for the Lentzner property, a recently acquired preserve adjacent to Black Diamond Mines Regional Preserve.

The project was initiated as a component of the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan (HCP/NCCP or Plan), a document and process intended to provide regional conservation and development guidelines to protect natural resources while improving and streamlining the permit process for endangered species and wetland regulations. A critical component to the HCP/NCCP is the implementation of the Conservation Strategy, which provides for the creation of a preserve system that will protect land for the benefit of covered species, natural communities, biological diversity, and ecosystem function and compensate for habitat loss by restoring or creating specific habitats and land cover types.

This project will address the HCP/NCCP Conservation Strategy by restoring 0.15 acres of alkali wetland and 0.37 acres of native grassland in a preserve area degraded by grazing traffic and invasive weeds.

This *Resource Management Plan* presents the objectives, responsibilities, management, and monitoring actions that provide for conservation of aquatic resources and associated habitats within the restoration area. It is one component of a larger scope *Preserve Management Plan* to be developed for the entire Lentzner parcel, which will document past and ongoing land management activities, the permitted and prohibited uses of the property, and a prescription of preserve enhancements and management actions that will be used to fulfill the parcel and preserve-wide biological goals and objectives.

Location

The Lentzner parcel is located in northeast Contra Costa County, 5 miles south of Highway 4 in Antioch. On the Antioch South 7.5-minute USGS quadrangle, it lies in Township 01 North, Range 01 East. Black Diamond Mines Regional Preserve, owned and operated by the District, is adjacent to the Lentzner parcel,

and the restoration site is just south of the property line between Lentzner and Black Diamond Mines (Figure 1). Access to the site is by unpaved roads from the Black Diamond Mines Regional Preserve office on Somersville Road or via the Stewartville Trail entrance on Frederickson Lane in Antioch. Both entrances have gates locked to vehicular traffic.

Goals and Objectives

The entire Lentzner parcel was identified as a high priority for preserve acquisition in the HCP/NCCP based on an analysis of ecological and conservation opportunities. The property includes modeled habitat for the San Joaquin kit fox (*Vulpes macrotus mutica*), California tiger salamander (*Ambystoma californiense*), red-legged frog (*Rana aurora draytonii*), Alkali milkvetch (*Astragalus tener ssp. tener*), brittle scale (*Atriplex depressa*) and San Joaquin sparscale (*Atriplex joaquiniana*).

Wetland restoration is one critical component to the conservation strategy described in the HCP/NCCP. Restoration of wetlands ensures no net loss of that land cover type in the HCP/NCCP inventory area, and intends to replace the functions of natural communities lost to covered activities. Alkali wetlands are particularly rare in the HCP/NCCP inventory area, mainly occurring on a 380-acre wetland complex southeastern portion of the inventory area south and east of Byron. Land cover mapping indicates that less than 1% of the HCP/NCCP inventory area contains alkali wetlands (HCP/NCCP, 3-18).

California native grasslands have been identified as one of the most endangered ecosystems in the United States (Noss et al. 1995). Annual grassland is found throughout the HCP/NCCP area, but most patches have a low relative cover of native species due to past or current land uses practices and the spread of nonnative plants.

The objectives of the Lentzner Springs restoration project are to:

- Restore the natural function and increase the extent of alkali wetlands in a degraded and partially denuded section of the Lentzner preserve;
- Better integrate existing constructed features in the area with the natural environment by relocating an existing unpaved road and fence away from the restoration area and by improving two stream crossings to increase durability, reduce erosion, and enhance hydrologic connectivity;
- Increase the abundance and distribution of native perennial grassland on the Lentzner parcel; and
- Develop a framework for successful implementation of HCP/NCCP restoration projects through a District and Conservancy partnership.

Responsible Parties

Site Manager and Property Owner:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, CA 94605-0381

Partner:

East Contra Costa Habitat Conservancy
651 Pine Street, 4th Floor NW
Martinez, CA 94553

Site Conditions

Regional Setting

The Lenzner parcel is located in the northern half of the HCP/NCCP inventory area within the Mt. Diablo foothills. The entire parcel is designated as a high acquisition priority in the HCP/NCCP because of its proximity to surrounding open space, potential to provide habitat for covered species, and opportunities for stream and wetland restoration. Black Diamond Mines Regional Preserve is just north of the parcel, Clayton Ranch is xx miles south of the property, and Roddy Ranch, a private deed-restricted open space area, is xx miles to the west.

The project occurs in Oil Creek Canyon – a small drainage to Sand Creek. Sand Creek (with a sub-basin size of 9,600 acres), captures flow from the project site and drains east to Marsh Creek in Brentwood. The Marsh Creek Watershed is the second largest watershed in Contra Costa County, totaling more than 60,000 acres.

Precipitation in the area falls as rain, averaging approximately 13 to 16 inches per year (Contra Costa County Community Development Department 2003).

Historical Context

History of mining/grazing on site – need info from EBRPD

Current Site Conditions

The delineated area is located in eastern Contra Costa County in the foothills northeast of Mt. Diablo. The region is dominated by blue oak woodland interspersed with annual grassland on steep hillsides and scattered riparian

woodland/scrub along larger streams. Some of the hillslopes in the area also support chaparral and sage scrub communities.

The restoration project is located on Lentzner's valley floor, and includes an unnamed spring and tributary, and a reach of the mainstem Oil Canyon Creek (Figure 2). The entire restoration area is 0.5 acres.

Soils

The primary soil type present in the delineated area is the Altamont-Fontana Complex, 30 to 50 percent slopes that is found on foothills in the eastern uplands of the County. This soil map unit includes 50 percent Altamont clay, 35 percent Fontana loam, and 15 percent of Millsholm loam, Lodo clay loam, Capay clay and Rincon clay loam. Capay and Rincon soils are present in small drainage ways and on toe slopes, so they are included in the following table (USDA 1977). Capay clay is slightly acid to moderately alkaline clay 36 inches thick, and Rincon clay is a neutral clay loam about 12 inches thick. Neither of these soil types are listed as hydric soils. Additionally, according to the Contra Costa Hydric Soil List (1992) there is an additional soil type within the Altamont-Fontana complex. This soil type, Pescadero clay loam, is considered hydric in depressions. Pescadero clay loam can also contain high alkali content, and in those situations is mapped as Pescadero clay loam, strongly alkali. The Los Gatos Loam 30 to 50 percent slopes was mapped directly east of the delineation area and is found on north facing slopes in uplands.

Vegetation

The restoration site currently contains two land cover types – annual grassland and alkali wetland. For the purposes of HCP/NCCP implementation, annual grassland is defined as a natural community where grasses and forbs (often non-native) dominate the landscape, and trees and shrubs comprise less than 5% canopy cover (ECCHCP/NCCP, pg#). Alkali wetlands support ponded or saturated soil conditions and alkaline plants, and occur as perennial or seasonally wet features on alkali soils.

Annual grassland in the project site is dominated by non-native species, composing up to 100% non-natives in some vegetation sampling areas.

Using Department of Fish and Game (2000) and California Native Plant Society (2001) botanical survey protocols, the current wetland and grassland area was surveyed to map current plant cover, with the following results:

Table x. Low terrace adjacent to seep wetland (DP1) – Map in progress

Species	Native/non-native	Percent cover
Barley/Mediterranean barley (<i>Hordeum marinum</i> ssp. <i>gussoneanum</i>)	Non-native	40%

Species	Native/non-native	Percent cover
Italian ryegrass (<i>Lolium multiflorum</i>)	Non-native	40%
Common pepper grass (<i>Lepidium nitidum</i>)	Native	10%
Meadow barley (<i>Hordeum brachyamtherum</i>)	Native	10%
San Diego pepperweed (<i>Lepidium latipes latipes</i>)	Native	1%

Table x. Upland site west of water trough (DP2) Map in progress

Species	Native/non-native	Percent cover
Soft brome/soft chess (<i>Bromus hordeaceus</i>)	Non-native	60%
Italian ryegrass (<i>Lolium multiflorum</i>)	Non-native	10%
Yellow star thistle (<i>Centaurea solstitialis</i>)	Non-native	20%
Barley/Mediterranean barley (<i>Hordeum marinum ssp. gussoneanum</i>)	Non-native	10%

Table x: Downstream of tributary (DP3) Map in progress

Species	Native/non-native	Percent cover
Soft brome/soft chess (<i>Bromus hordeaceus</i>)	Non-native	60%
Italian ryegrass (<i>Lolium multiflorum</i>)	Non-native	10%
Yellow star thistle (<i>Centaurea solstitialis</i>)	Non-native	20%
Barley/Mediterranean barley (<i>Hordeum marinum ssp. gussoneanum</i>)	Non-native	10%

Insert tables from 6 other sample sites.

Although the Lentzner property is modeled as potential habitat for alkali milkvetch (*Astragalus tener ssp. tener*), brittle scale (*Atriplex depressa*), and San Joaquin sparscale (*Atriplex joaquiniana*), protocol surveys for HCP/NCCP covered plant species resulted in no observations (June 19, 2008). Special status plants species, documented in the California Natural Diversity Database (CNDDDB), have been observed within xx miles of the restoration, and are documented in Table xx.

Wildlife

Wildlife species associated with annual grassland include reptiles such as western fence lizard (*Sceloporus occidentalis*), common garter snake (*Thamnophis sirtalis*), and western rattlesnake (*Crotalis viridis*); mammals such as black-tailed

jackrabbit (*Lepus californicus*), California ground squirrel (*Spermophilus beecheyi*), Botta's pocket gopher (*Thomomys bottae*), western harvest mouse (*Reithrodontomys megalotis*), California vole (*Microtus californicus*), American badger (*Taxidea taxus*), and coyote (*Canis latrans*); and birds such as burrowing owl (*Athene cunicularia*), short-eared owl (*Asio flammeus*), horned lark (*Eremophila alpestris*), and western meadowlark (*Sturnella neglecta*). Annual grassland also provides important foraging habitat for turkey vulture (*Cathartes aura*), northern harrier (*Circus cyaneus*), American kestrel (*Falco sparverius*), white-tailed kite (*Elanus leucurus*), and red-tailed hawk (*Buteo jamaicensis*).

During the wet season, seasonal wetlands can be used by a variety of wildlife, including various amphibians such as western spadefoot (*Scaphiopus hammondi*), Pacific chorus frog (*Pseudacris regilla*), western toad (*Bufo boreas*), and California tiger salamander (*Ambystoma californiense*); shorebirds such as killdeer, black-necked stilt (*Himantopus mexicanus*), and American avocet (*Recurvirostra americana*); and passerines such as Brewer's blackbird (*Euphagus cyanocephalus*), red-winged blackbird (*Agelaius phoeniceus*), brownheaded cowbird (*Molothrus ater*), and American pipit (*Anthus rubescens*). During the dry season, a variety of small mammals use the areas, including deer mouse, California vole, and long-tailed weasel (*Mustela frenata*). Raptors such as white-tailed kites, northern harrier, and red-tailed hawk may forage in this land cover type.

Special-status wildlife that have been observed within 2 miles of the restoration are listed in Table xx. Jones & Stokes wildlife biologist will conduct required planning surveys for special status species in accordance to the HCP/NCCP.

The Lentzner parcel has been designated suitable core habitat for the San Joaquin kit fox (Figure xx), and the Lentzner parcel provides a connection from Black Diamond Mines Regional Preserve to the Cowell Ranch.

The Lentzner parcel is modeled as potential breeding habitat for the California tiger salamander (ECC HCP/NCCP, 2007). Surveys for California tiger salamander by Allaback and Winfield (2004) resulted in observations of larvae in a seasonal stock pond (confirm location/proximity to spring).

Sand Creek is identified as potential breeding habitat for California red-legged frog, and the entire Lentzner parcel provides potential migration and aestivation habitat (ECC HCP/NCCP, 2007). Several ponds on the parcel provide breeding habitat, and red-legged frogs have been documented on the Sand Creek mainstem (Winfield, 2005) (need location).

Water Sources and Quality

The restoration project includes part of an active spring, which is denuded of vegetation except for sparse patches of saltgrass (*Distichlis spicata*). The spring area displays characteristics consistent with an alkali scald, i.e. an area where concentration of salts is so high that plant growth is inhibited. Results of March 27, 2008 water samples found that total dissolved solids (TDS) and specific

conductance (SC) were extremely elevated above water quality standards. TDS was 13,000 mg/L and the specific conductance was 19,000 umhos/cm. The USEPA drinking water quality criteria for TDS is 500 mg/L.

The water samples also contained elevated levels of boron at 20 mg/L. The Regional Water Quality Control Board criteria for boron is seasonally dependant due to flow variations. Numeric boron criteria from March 15th to September 15th is 2.0 mg/L, and from September 16th to March 14th, it is 2.6 mg/L (confirm whether this is Central or SFB Regional Board criteria). Boron occurs naturally in this area, and the result of high concentrations of boron, EC, and TDS could be linked to mining operations.

The restoration project will receive intermittent flow from a small steep watershed located upstream of the restoration site. Because of the presence of larger patches of alkali plants in the lower project site (where the spring water mixes with tributary runoff), it is believed that intermittent flows will dilute the mineral content of the spring and result in more diverse vegetation in the alkali wetland restoration area.

The mainstem channel of Oil Canyon Creek in the vicinity of the project area is intermittent or ephemeral depending on the water year. It contains large stands of alkali plant species, including xx.

Restoration

The approach for the Lentzner springs restoration project is to capture flow from the ephemeral stream tributary and its watershed into an alkali wetland habitat, with minor grading and bed contouring. The project also includes installation of local plant species to increase plant diversity, and the establishment of a native grassland area south of the alkali wetland.

Definition

According to the HCP/NCCP, habitat restoration is defined as the establishment of a vegetation community in an area that historically supported it, but no longer does because of the loss of one or more required ecological factors. On the Lentzner site, long-term grazing and invasive species encroachment has impacted the ecological and hydrologic function of the alkali wetland and annual grassland communities.

Schedule

50% and 100% designs and specifications have been reviewed and approved by the District. The Conservancy approved funding for the project on xx.

Bidding

Pre bid meeting

Permits

Construction

Short-term monitoring

Long-term monitoring

Seasonal alkali wetland

The lack of vegetation on the existing project site is likely a combined result of cattle grazing, compaction, elevation, and a lack of freshwater inundation. Water retention and plant populations increase downstream of the spring, where dilution occurs between the spring and tributary water sources. The homogenous, non-native, annual grasses in the project area are high enough in elevation to rarely (if ever) be inundated.

A natural alkali wetland should contain plants with wetland indicator status of facultative species (FAC) or wetter (Reed 1988). Another key requirement for alkali wetlands is the seasonal delivery of surface flows or shallow subsurface flows that support the wetland environment. The site will be cleared, grubbed, and graded according to the contours shown in Figure xx to enhance flow connectivity. Approximately xx of 4-inch diameter plugs of native herbaceous wetland species, harvested onsite, will be planted in the alkali wetland restoration area.

Native grassland

Broadcast seeding with native seed mix and hydromulching will occur in the native grassland restoration area, including purple needle grass (*Nasella pulchra*), creeping wildrye (*Leymus triticoides*), and meadow barley (*Hordeum brachyantherum*).

Wildlife

If habitat for San Joaquin kit fox is found to be present in the project area during planning surveys, all dens will be mapped and documented as active or inactive. If the presence of kit fox is documented, exclusion zones for potential and known dens will be established according to HCP/NCCP guidelines with proper notification to the United States Fish and Wildlife Service (FWS) of occupied natal dens (6-38). The completed restoration should not provide a dispersal barrier

to San Joaquin kit fox, which would more likely traverse the open grassland area to the west of the project site.

If habitat for western burrowing owls is found during planning surveys, all burrows will be mapped and deemed active or inactive, and any use of breeding or foraging habitat will be documented according to HCP/NCCP guidelines (6-40). The presence of burrowing owls triggers the establishment of buffer zones around nests and burrows, according to HCP/NCCP guidelines (6-40).

If nests for golden eagles are documented during planning surveys, the nests must be inspected for occupation prior to project construction. The presence of golden eagles triggers the establishment of buffer zones around nests and monitoring compliance during construction.

Any disturbance of the top of Oil Canyon Creek's bank requires mapping potential breeding habitat for red-legged frog and California tiger salamander, documentation of habitat quality and features, and reporting requirements. In addition, the United States Fish and Wildlife Service and California Department of Fish and Game require 30-day salvage notification. Due to the small scale of the restoration project and water quality constraints, the wetland is not anticipated to support covered amphibians (red-legged frog and California tiger salamander).

Management and Maintenance

Grazing

Livestock grazing is an important management tool to enhance vegetation and reduce the biomass and spread of exotic plants. Livestock historically obtained their drinking water from the trough, and will likely look to the spring and Oil Canyon for future water supply. Seasonally wet-drainages can be trampled during the rainy season, which can cause soil compaction and harm or destroy newly established plants. The restoration area will be fenced to control grazing intensity and related disturbances for the first xx seasons.

Cattle or sheep can be used as a management tool to reduce wildfire fuel loads, maintain or improve grassland habitat species diversity, and maintain or improve potential habitat for California tiger salamander and burrowing owls on site. Limited, seasonal grazing of the restoration area could be an effective tool for managing undesirable species, such as milk thistle.

Fencing

In studies at the Los Vaqueros watershed, livestock enclosures were found to benefit seasonal alkali wetlands in the short term. After 1 year, the relative

cover, species richness, and species diversity of native target plants was greater in exclosures than immediately outside them (Jones & Stokes 1992b).

Fencing (5-strand barbed wire with galvanized steel posts) will be installed to temporarily exclude livestock. The fence may be removed after xx seasons if the fenced area possesses resilient, native vegetation structure and cover. The perimeter fencing and gates will be inspected annually prior to the start of the grazing season and will be repaired as needed.

The spring outlet will be permanently fenced with 5-strand barbed wire fencing to protect public safety. A new gate will allow for access and maintenance.

Irrigation

The contractor charged with restoration construction will be responsible for irrigation for a minimum period of 6-weeks following planting. Depending on precipitation, the irrigation period may be extended.

Native Plant Species

Depending on the successful establishment of new species and level of invasive species encroachment, native plants may need to be salvaged and revegetated on an annual basis.

Pest Control

Grading in the restoration area could result in the spread of non-native plant species, specifically milk thistle (*Silybum marianum*). Infestations of invasive and noxious plants can adversely affect habitat values. Occurrences of such weedy species could be controlled by some combination of manual removal, short-term grazing, or spot herbicide. Herbicides will be used only if alternative management methods are not likely to be effective or practicable. Any herbicides to be used will be labeled by the U.S. Environmental Protection Agency for use in or near aquatic environments. Herbicide application methods will be limited to the most target specific approaches practicable.

Control of pests should be in accordance with the District's pest management policies and practices. Other sites in the District park system with milk thistle infestations have been managed with small applications of Milestone herbicide on mature stands (Nancy Brownfield, personal communication), which is broad-leaf selective and will not kill grasses. Note that herbicides are not proposed for coverage in the Section 10(a)(1)(B) permit for the HCP/NCCP.

Feral pig management for the restoration area should be completed as part of the parcel-wide Preserve Management Plan.

Routine Park Maintenance

Maintenance activities will occur on the property on both an as-needed and routine basis. In general, maintenance could include repair/replacement of fencing and gates, fire hazard reduction, and debris removal.

Performance Criteria and Monitoring

Monitoring and adaptive management are essential components of restoration and habitat management. Performance criteria indicate whether restoration is progressing as intended and how the project may be altered or redesigned to better achieve project goals.

Monitoring for the Lenzner restoration will be annually for the first five years, then at years seven and ten, or until performance criteria are met.

Performance Monitoring

Vegetation monitoring in restored wetlands and grasslands will be conducted annually during the blooming period of key species. In most years, this is expected to be April–May, but the actual timing may be adjusted slightly to coincide with optimal blooming conditions.

During the first 5 years following restoration, vegetation monitoring will focus on survival of individual plantings. Following Year 5, the focus of monitoring will shift to overall vegetative cover and relative abundance of native species. Table xx presents the criteria that will be used to evaluate the progress of restoration plantings.

Table xx. Performance Standards for Restoration Plantings

Year	Criterion	Satisfactory Progress Threshold
1		70% survival in Good or Fair condition
2		60% survival in Good or Fair condition
3	% of plants surviving	xx% survival in Good or Fair condition
4		xx% survival in Good or Fair condition
5		xx% survival in Good or Fair condition
7	Cover of native alkali wetland plants	xx% native cover
	Cover of native grasses	xx% native cover
	Cover of alkali wetland plants	xx% native cover
10	Cover of native grasses	xx% native cover

Progress of the restoration plantings will be considered satisfactory if the criteria in Table xx are met or exceeded.

Relative vegetative cover and species abundance in the restoration area will be monitored using randomly selected 1-meter-square quadrats placed along permanent transects. The end points of each transect will be permanently marked using a metal T-post or other method approved by EBRPD. Transect locations will also be databased using a sub-meter precision GPS units.

In each quadrat, monitors will visually estimate the percentage of absolute cover by vegetation type. Monitors will then identify the native species present in each quadrat and visually estimate the relative percentage of cover by each wetland species in each quadrat.

If the wetland or grassland area fails to meet its annual performance standard, additional planting of the same species and/or a shift in the planting palette could occur.

Hydrologic monitoring is not recommended for the small restored wetland area, but could include field visits during and immediately following a storm, for xx storms until the end of the storm season, or until four sequential visits detect no ponded water or saturated soils. Hydrologic monitoring documents the extent, depth, and duration of ponding. If ponding is absent, monitors will check for soil

saturation. Monitors will use sub-meter precision GPS to document the extent of ponding.

**AGREEMENT BETWEEN THE EAST CONTRA COSTA COUNTY HABITAT
CONSERVANCY AND EAST BAY REGIONAL PARK DISTRICT RELATING TO THE
VASCO CAVES SOUZA I HCP POND PROJECT
AT VASCO CAVES REGIONAL PRESERVE**

This Agreement, dated this ___ day of September 2008, is by and between East Contra Costa County Habitat Conservancy (“Conservancy”) and East Bay Regional Park District (“District”); Conservancy and District and collectively are the “Parties.”

RECITALS

- A. The Vasco Caves Regional Preserve is located in unincorporated Contra Costa County, California (the “Preserve”). The 617-acre portion of the Preserve commonly known as the “Souza I Property” and depicted on the map attached hereto as Exhibit “A” was acquired by District in 2005 (the “Property”), in part with funding from Lyon Homes as mitigation for a development project being performed by Lyon Homes.
- B. Conservancy is administering implementation of the East Contra Costa County Habitat Conservation Plan/Natural Community Conservation Plan (“HCP”) in Contra Costa County, California. The HCP has been approved by Conservancy and District. The HCP has undergone environmental review and permitting by the United States Fish and Wildlife Service (the “Service”) and California Department of Fish and Game (the “Department” or “CDFG”). The HCP calls for the restoration and creation of wetlands within preserved lands.
- C. Pursuant to the HCP, Conservancy and District have agreed to do the following:
 - i. Conservancy will construct a wetland creation project on the Property and will perform certain management, maintenance and remedial measures relating thereto; and
 - ii. District will perform certain management responsibilities relating to the Property; and
 - iii. Conservancy will provide funds for construction of the wetland creation project, Conservancy’s management and maintenance activities relating to the wetland creation project, and certain of District’s management activities relating to the Property.
- D. The wetland creation project will be located on a portion of the Property that is to be covered by a conservation easement funded by Lyon Homes to mitigate impacts of a development project performed by Lyon Homes. The conservation easement has been undergoing review by CDFG for several years. The Parties have discussed the potential for covering the entire Property with deed restrictions instead of a conservation easement, subject to concurrence and approval of CDFG. The Parties acknowledge that, whether the Property is covered by a conservation easement or by deed restrictions, the wetland

creation project will be located in an area that is intended to be maintained by District in a natural state in perpetuity. District acknowledges that the wetlands creation project for the Property that is described in this Agreement is not inconsistent with any of the mitigation documents or requirements relating to the Lyon Homes mitigation project that relate to the Property or any other recorded easements, liens or encumbrances relating to the Property.

- E. District's Board of Directors, by Resolution No. 2008-8-204, authorized Conservancy's proposed wetland creation project described in this Agreement on August 5, 2008.

AGREEMENT

Therefore, based on the foregoing recitals, Conservancy and District agree to the following:

1. Construction of the Project. Conservancy shall cause to be constructed by qualified and licensed contractors ("Contractor"), at Conservancy's sole cost and expense, the wetlands creation project that is described in Exhibit "B" attached hereto and incorporated herein by reference (the "Project"), in the location on the Property that is generally identified on the map of the Property that is attached hereto as Exhibit "A" and incorporated herein by reference.
2. Bids; Award of Contracts. Conservancy is solely responsible and shall comply with all applicable laws and other requirements regarding competitive bidding for the Project. Conservancy is responsible for complying with all requirements imposed on the Project in connection with grant and other sources of funding for the Project.
3. Construction Schedule. Conservancy shall use its reasonable good faith efforts to cause construction of the Project to be completed by December 31, 2008. Conservancy shall keep District apprised of the status of the Project throughout construction.
4. Changes and Alterations to Approved Construction Plans. Detailed plans and specifications ("Construction Plans") for the Project that were included in the bid package for the Project posted to the Conservancy's website, as amended and dated August 20, 2008 and the final construction contract signed by Conservancy and Gradetech, Inc. for the Project ("Construction Contract") have been reviewed and approved by Conservancy and District. Any proposed changes to the previously approved Construction Contracts or the Construction Plans must be first reviewed and approved by the District. District shall promptly approve or disapprove any proposed changes to the Construction Contract and Construction Plans. District's approval shall not be unreasonably withheld. If District disapproves of the changes, District shall provide Conservancy with a reason for the disapproval.
5. District's Right to Inspect. District's authorized representatives, agents and employees shall have access at all times to the Project while under construction for inspection and other purposes. In addition, a representative of the District shall be notified and given an opportunity to be present during any formal inspection by the Conservancy of the Project.

Any disputes between the Conservancy and District regarding construction shall be referred to the District's Chief of Design and Construction for resolution.

6. District's Inspection Costs. During Project construction, District will incur costs related to inspection of Contractor's work and other related tasks. Conservancy agrees to provide District with \$5,000 within 14 days of executing this Agreement as compensation for these costs. Should there be significant changes in the Project circumstances, District may determine that such funding is inadequate for construction monitoring of the Project. Should this occur, Conservancy and District shall confer to reach mutual agreement on changes to the Project and/or increased compensation to District for increased construction monitoring costs.
7. Cost of Construction. District shall have no obligation to construct any part of the Project. Conservancy shall be responsible in its sole cost and expense for carrying out all work involved in the design, planning, construction, installation of the Project including: (i) obtaining all land use approvals, permits licenses and certificates required by any agency with jurisdiction over the Property, including without limitation, any and all environmental and regulatory agencies; (ii) the preparation, bidding and award of all construction contracts (subject to District's approval as provided in section 4); (iii) administration and inspection of the work (subject to District's inspection rights), and (iv) subject to District's approval, final acceptance of the Project.
8. Permits. Conservancy shall be responsible for obtaining any local, county, state, and federal regulatory approvals and permits required to construct and maintain the Project on the Property; provided, however, District will at all times cooperate fully with Conservancy and perform any acts or execute any documents reasonably necessary to enable Conservancy to secure such approvals and permits. District may be named as applicant or co-applicant or co-permittee as the Property owner and future management agency and shall review and approve such applications prior to submittal. Conservancy shall not commence construction of the Project unless and until all required permits and approvals for such construction have been obtained.
9. Construction Management. During Project construction, Conservancy shall oversee, coordinate and manage all work performed by Contractor to confirm all such work is performed in compliance with the Construction Contract and the approved Construction Plans and otherwise to Conservancy's and District's reasonable satisfaction. Conservancy shall promptly take reasonable and timely actions to ensure Contractor's compliance with the Construction Contract, including taking appropriate formal and informal actions to enforce the terms of the Construction Contract upon any actual or potential default by Contractor thereunder.
10. Construction Standards. All work done in connection with construction of the Project shall be performed pursuant to the Construction Contract approved by District. All design and construction work for the Project shall be performed by licensed contractors, engineers or architects, as applicable. All work shall be conducted in a first class and

professional fashion in accordance with Construction Plans approved by District and in compliance with all applicable laws.

11. **Prevailing Wage.** Conservancy shall carry out and shall cause its Contractors to carry out the construction of the Project in conformity with all applicable laws, including without limitation, all applicable federal and state labor laws and standards. Conservancy shall cause its Contractors and the subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to California Labor Code section 1720 et seq. and the regulations adopted pursuant thereto (collectively the “Prevailing Wage Laws”), to the extent required by the Prevailing Wage Laws. Conservancy shall cause the Contractor and subcontractors to keep and retain such records as are necessary to determine if such prevailing wages have been paid as required pursuant to the Prevailing Wage Laws.

Conservancy shall hold harmless, defend and indemnify District from and against any and all claims which arise directly or indirectly, in whole or in part, are caused by, arise from or relate to the failure or the alleged failure of any person or entity to pay prevailing wages in compliance with the Prevailing Wage Laws in connection with the construction of the Project or any other work undertaken by Conservancy on District’s Property, whether or not any insurance policies shall have been determined to be applicable to such claims. The indemnification contained in this section shall survive termination of this Agreement.

12. **Equal Opportunity.** During construction of the Project there shall be no discrimination on the basis of race, religion, color, creed, religion, sex, sexual orientation, marital status, ancestry or national origin in the hiring, firing, promoting or demoting of any person engaged in construction of the Project.
13. **Liens; Rights of District.** Subject to Conservancy’s right to contest same prior to payment, Conservancy shall keep the Property free and clear of all liens on account of work done for or by Conservancy. The Parties acknowledge that as public entities, their property interests are not subject to any lien interest by third parties arising from construction work in connection with the Project and the use of the word “lien” in this Agreement is not intended to confer upon any third party any such lien rights. Conservancy shall indemnify, defend and hold District harmless from and against all liability, loss, damages, costs and expenses (including reasonable attorney’s fees) incurred by or brought against District for stop notices for work performed or materials or supplies furnished to Conservancy or persons claiming under it for the Project. In the event any stop notice is given or recorded affecting the Property or the Project, Conservancy shall respond to such stop notice in accordance with all requirements of law and shall provide to District such other assurances as District may reasonably require that the claim of lien or stop notice will be paid or discharged.
14. **Final Inspection/Completion of the Project.** The Conservancy and District shall jointly conduct a final inspection of the Project, both Parties shall agree that the Project is complete and in conformity with the Construction Plans. Thereafter, Conservancy shall

file a valid notice of cessation of labor or notice of completion and shall take all other reasonable steps to forestall the assertion of claims or liens against the Property or the Project. The District may, but is not obligated to, record any notices of completion or cessation of labor, or any other notice that District deems necessary or desirable to protect its interest in the Property.

15. Design Plans and As-Built Drawings. Conservancy shall provide District with hard and electronic copies of all final design plans for the Project, all permits, contracts, and all final “as-built” drawings for the Project.
16. Insurance, Performance and Payment Bonds. Prior to commencement of construction of the Project, Conservancy shall cause Contractor to provide in a form reasonably satisfactory to District and issued by a corporate surety licensed to do business in California the following: (i) a performance bond issued to Conservancy in an amount of not less than 100% of the estimated cost of construction and installation of the Project; (ii) a payment bond issued to Conservancy in an amount of not less than 100% of the costs for labor and materials; and (iii) insurance meeting the requirements of section 19 below.
17. Guaranty and Warranty. Conservancy shall obtain a guaranty, which may be satisfied in the form of a performance bond, from its Contractor that the Contractor shall replace or repair any defective material or workmanship discovered a period of one year from and after the date Conservancy has accepted the Project as complete.
18. Defects in Plans. District shall not be liable to Conservancy or to any third party for any defect in Construction Plans or for any structural or other defect in any work done pursuant to such plans. Conservancy shall indemnify, defend and hold harmless the District from and against any claims for damage to property or injury to or death of any person arising out of or in any way resulting from defects in the Construction Plans, or defects in any work done pursuant to the Construction Plans whether or not any insurance policies have been determined to be applicable to any such claims, excepting such claims that arising from the District’s sole negligence or willful misconduct. Conservancy’s indemnification obligations under this section shall survive termination of this Agreement.
19. Insurance Requirements. Contractor performing work on the Property shall comply with the following insurance requirements:
 - a. General Liability. General Liability (Bodily Injury and Property Damage) including Premises and Operations (including off-site operations), Blanket Contractual Liability, Broad Form Property Damage, Products and Completed Operations, Personal Injury, and Owners and Contractors Protective/Liability in an amount not less than \$1,000,000 per occurrence, \$2,000,000 aggregate.

- b. Workers' Compensation. Workers' Compensation and Employer's Liability with limits of \$500,000 per occurrence as required by law and in full compliance with California Labor Code Section 3700.
 - c. Automobile Liability Insurance. Commercial auto liability and property insurance covering all owned and rented vehicles of Contractor or its agents with a minimum amount of \$1,000,000 per occurrence combined single limit per accident for bodily injury and property damage.
 - d. Endorsements. The policies shall be endorsed as provided below:
 - i. The General Liability and Automobile Liability Insurance Policies shall name Conservancy and District, their respective officers, directors, agents and employees as additional insureds.
 - ii. The policies shall not terminate nor shall they be canceled nor the coverage reduced, until thirty (30) days written notice has been given Conservancy and District.
 - iii. The insurance shall be primary for Conservancy and District and any other insurance maintained by Conservancy and District shall be excess and not contributing.
 - iv. Waiver of all subrogation claims against Conservancy and District.
 - e. Licensed Insurer. Each insurer shall be licensed to do business in the State of California, with a rating of A or better by Best's Key Rating Guide.
20. Access to Property. Conservancy's Contractor shall be required to obtain an encroachment permit from the District prior to accessing the Property and commencing construction, which shall be substantially consistent in form and process with District's standard permit form and process, except that District shall not charge any fee for processing, issuing or administering such encroachment permit. Conservancy shall be authorized to access the Property at all reasonable times for purposes of managing construction. Upon completion of construction of the Project, Conservancy shall provide reasonable advance notice to District prior to entering the Property for purposes of conducting Conservancy's management and maintenance obligations under this Agreement.
21. Initial Management and Maintenance of Project. During the initial five year period immediately following completion of construction of the Project (the "Initial Period"), the Parties shall cooperate in implementing a management plan for the completed Project ("Management Plan"). The Management Plan will be developed by the Parties prior to completion of Project construction. Responsibilities for implementation of the Management Plan will be as follows:

- a. Conservancy, at Conservancy's cost and expense, shall perform certain defined monitoring tasks and remedial measures relating specifically to the Project that are described in Exhibit C.
 - b. District shall perform day-to-day land management activities, including general site supervision, fence maintenance, grazing management, and trash removal.
 - c. A general outline of the additional components of the Management Plan, including the goals and objectives of the Project, is included in Exhibit C attached hereto.
22. Initial Management Funding. During the Initial Period, Conservancy shall provide to District funds in the sum of \$25,000 to pay those costs incurred by District for management and maintenance activities in accordance with the Management Plan (the "Conservancy Funds"). Conservancy shall pay such funds to District within thirty days of final acceptance of Project improvements by Conservancy. District shall not be responsible for performing management and maintenance tasks in excess of \$5,000 per year, or \$25,000 for five years. Should District determine that its costs may exceed \$5,000 in any year, it shall promptly notify Conservancy, and Conservancy and District shall meet and confer to determine how such costs may be reduced or to reach agreement on Conservancy providing additional funds to District.

District shall maintain written records of all expenses incurred and paid by District during each calendar year performing activities required or permitted of District under the Management Plan, including those paid with Conservancy funds, and, upon request, shall provide a written accounting of same to Conservancy on or before April 15 of the year immediately following the calendar year for such reporting.

23. Permanent Management and Maintenance of the Project. Conservancy and District shall meet and confer prior to the six month period immediately preceding the end of the Initial Period to accomplish the following:
- a. To determine the Parties' respective management and maintenance responsibilities for the Project following the Initial Period.
 - b. In the event the Project has not, or will not meet, the goals and objectives set forth in the Management Plan at the end of the Initial Period, as reasonably determined by Conservancy, Conservancy and District will determine the feasibility of undertaking mutually agreeable additional measures, which measures shall be at Conservancy's sole cost, that are designed to improve the functionality of the Project to a level that will meet such goals and objectives. If it is not feasible to improve the functionality of the Project to a level that will meet such goals and objectives, as reasonably determined by Conservancy, Conservancy and District will determine mutually agreeable measures to remove the Project and/or cease

maintenance of the Project, at which time the Parties' management obligations under this Agreement will terminate.

- c. Conservancy and District will (i) analyze all costs incurred by the Parties during the Initial Period to implement the Management Plan, (ii) prepare an estimate of the costs associated with management, maintenance and monitoring of the Project following the Initial Period ("Future Management Costs"), and (iii) determine a mutually agreeable method for Conservancy to fund such costs related to the Project following the Initial Period, which methods could include a new annual reimbursement rate, establishment of an endowment for management of the Project, and/or including Future Management Costs in an endowment or annual contribution set up for management of the entire Property and neighboring properties that are covered by the same preserve management plan.

In the unlikely event that Conservancy and District cannot reach agreement on management, maintenance and monitoring of the Project following the Initial Period then District shall be discharged of any and all obligations to manage, maintain or monitor the Project.

24. **Indemnity During Construction.** During construction of the Project, including all pre-construction activities, through to completion and final acceptance of the project by Conservancy and District, Conservancy shall indemnify, hold harmless, and defend District, its officers, directors, agents and employees (each of which is an "indemnitee") from and against any and all claims, losses, damages, demands, liabilities, suits, costs, expenses, including reasonable attorneys' fees and costs, arising out of or relating to Conservancy's performance of its obligations under this Agreement, and injury (including death) or damage to any person or property or pecuniary or monetary loss resulting from, arising out of, or in any way related to activity conducted by Conservancy hereunder, including events occurring on or off the Property, regardless of how the injury or damage was caused or suffered, except to the extent such injury or damage results from the sole negligence or the intentional or willful misconduct of District, its officers, directors, agents, or employees. District shall have no responsibility to safeguard the equipment and property of Conservancy or of any Contractors.

In the event a claim is made against District, or District is named a co-defendant in any action, arising out of, or in any way related to, activity conducted by Conservancy that is covered by Conservancy's indemnity obligations hereunder, Conservancy shall immediately notify District of such fact, and at District's option, shall either retain legal counsel to represent District in such action, at Conservancy's sole expense, or reimburse District for District's reasonable litigation costs, expenses and attorneys' fees in undertaking to represent itself.

25. **Indemnity During Initial Period and Permanent Management of the Project.** After construction is complete and the Project has been accepted by Conservancy and District as complete, the following indemnification provision shall apply between Conservancy and District for the Initial Period and the Permanent Management of the Project:

Conservancy agrees to defend, indemnify and hold harmless District, its officers, directors and employees, for any property loss or damage and from any liability or death or injury occurring to Conservancy, Conservancy's employees, representatives, contractors or consultants while on District property, except when such liability results from the sole negligence or sole willful misconduct of District. District agrees to defend, indemnify and hold harmless Conservancy, its officers, directors and employees, for any property loss or damage and from any liability for death or injury occurring to District, District's employees, representatives, contractors and consultants while on District property except when such liability results from the sole negligence or sole willful misconduct of Conservancy.

26. Hazardous Materials.

- a. Hazardous Materials Defined. Hazardous Materials shall mean any substance: (i) the presence of which requires or could require investigation, remediation, warning or disclosure under any federal, state or local statute, regulation, ordinance, order, action, policy or common law; (ii) which is or becomes defined as a "hazardous waste," "extremely hazardous waste," "toxin," "hazardous substance," "pollutant" or "contaminant" under any federal, state or local statute, regulation, ordinance, rule, directive or order or any amendments thereto (hereinafter referred to as "Environmental Laws"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. Section 9601 et seq.) and/or the Resource Conservation and Recovery Act (41 U.S.C. Section 6901 et seq.); (iii) which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic or otherwise hazardous and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; (iv) which contains gasoline, diesel fuel or other petroleum hydrocarbons or constituents thereof; (v) which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or (vi) radon gas.
- b. District's Representations. District is unaware of the existence of any Hazardous Materials on or below the Property or the existence of any current or historic uses of the Property (other than the presence of utility, oil and gas pipelines) in the vicinity of the Project area that would increase the likelihood of the discovery of Hazardous Materials. Both Conservancy and District are aware of the presence of utility, gas and oil pipelines that traverse the Property and understand that the Project has been designed to avoid any impacts or interference with said utility, gas and oil pipelines.
- c. Conservancy's Obligation. Conservancy shall remediate and properly dispose of, at its sole cost and expense as provided below, all Hazardous Materials on, in, below or about the Property that are discovered or encountered during construction of the Project that were unknown to District prior to such discovery or encounter, or that Conservancy or any Contractor introduces onto the Property during the course of constructing, managing or maintaining the Project in

accordance with this Agreement. Any remediation and removal of Hazardous Materials shall be done in strict compliance with applicable federal, state and local laws and regulations. Conservancy shall have the obligation to keep the District informed as to the status, nature, and extent of any Hazardous Materials encountered by Conservancy or any Contractor on the Property. District shall be included in all meetings with the appropriate regulatory agencies relating to Hazardous Materials and District shall be provided all costs estimates for work to be performed relating to Hazardous Materials removal.

- d. No Liability. This Agreement shall not impose or create any liability for Conservancy, as an operator or generator, for any Hazardous Materials existing on the Property as of the date of this Agreement, whether known or unknown, or introduced on the Property thereafter by District or any other party other than Conservancy or any Contractor.

- 27. Notices. All notices, requests, demands, consents, waivers and other communications required or desired to be given under any of the provisions of this Agreement shall be in writing and shall be (a) served in person, (b) sent by special courier (e.g., Federal Express), fully prepaid or billed to sender, or (c) mailed by U.S. registered or certified mail, fully postage prepaid, return receipt requested, addressed as follows:

If to District: Brad Olson
Environmental Programs Manager
East Bay Regional Park District
2950 Peralta Oaks Court
P.O. Box 5381
Oakland, CA 94605-0381
Telephone: (510) 544-2622
Facsimile: (510) 569-1417

If to Conservancy: John Kopchik, Executive Director
East Contra Costa County Habitat Conservancy
Contra Costa County
Department of Conservation and Development
651 Pine Street, North Wing, 4th Floor
Martinez, CA 94553
Telephone: (925) 335-1227
Facsimile: (925) 335-1299

or to such other address as the addressee may have specified in a written notice duly given to the sender in the manner above provided. Any notice, request, demand, consent, waiver or other communication given in accordance with the provisions of this section shall be presumed to have been given or received on the earlier to occur of (a) the date of actual receipt thereof, (b) the third business day following the date of mailing same by

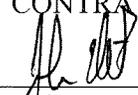
U.S. registered or certified mail, or (c) the third business day following delivery thereof to the special courier, as shown on the courier's records, as appropriate. The delivery to or receipt of copies of any such notice, request, demand, consent, waiver or other communication by any persons other than and in addition to District or Conservancy, is merely an accommodation and is not necessary or required to make effective the giving or receipt thereof by or to District or Conservancy.

28. Entire Agreement. This Agreement is comprised of this Agreement and the exhibits hereto. This Agreement constitutes the entire Agreement between Conservancy and the District. This Agreement supersedes any and all other agreements, either oral or in writing, among the parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by any other party or anyone acting on behalf of any other Party that is not embodied herein.
29. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees.
30. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.
31. Severability. The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.
32. Governing Law. The interpretation and enforcement of this Agreement shall be governed by the laws of the State of California and venue shall be in the County of Contra Costa.
33. Duplicate Originals. This Agreement may be executed in any number of duplicate originals. A complete original of this Agreement shall be maintained in the official records of each of the parties hereto.
34. No Third Party Beneficiaries. This Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary thereof, nor shall it authorize anyone not a party to this Agreement to maintain a suit under the provisions of this Agreement.
35. Advice of Counsel. Each party hereto has been provided full opportunity for review of this Agreement by legal counsel. Therefore, no presumption or rule that ambiguity shall be construed against the drafting party shall apply to the interpretation or enforcement of this Agreement.

- 36. Compliance with Law. All activities undertaken pursuant to this Agreement must be in compliance with all applicable local, state and federal laws and regulations.
- 37. Amendment of Agreement. All modifications, amendments or waivers of the terms of this Agreement must be in writing and signed by the authorized representative of the parties.
- 38. Due Authorization. Conservancy and District each represent and warrant that (1) the execution and delivery of this Agreement has been duly authorized and approved by each with all requisite action, (2) no other authorization or approval, whether of governmental bodies or otherwise, will be necessary in order to enable it to enter into this Agreement, and (3) the person executing this Agreement on behalf of each party has the authority to bind that party.

In witness whereof, Conservancy and District have executed this Agreement, effective as of the date first above written.

EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY

By: 
Name: John Kopchik
Title: Executive Director
Date: 9-15-08, 2008

EAST BAY REGIONAL PARK DISTRICT

By: 
Name: Pat O'Brien
Title: General Manager
Date: 9-15, 2008

Approved as to Form:

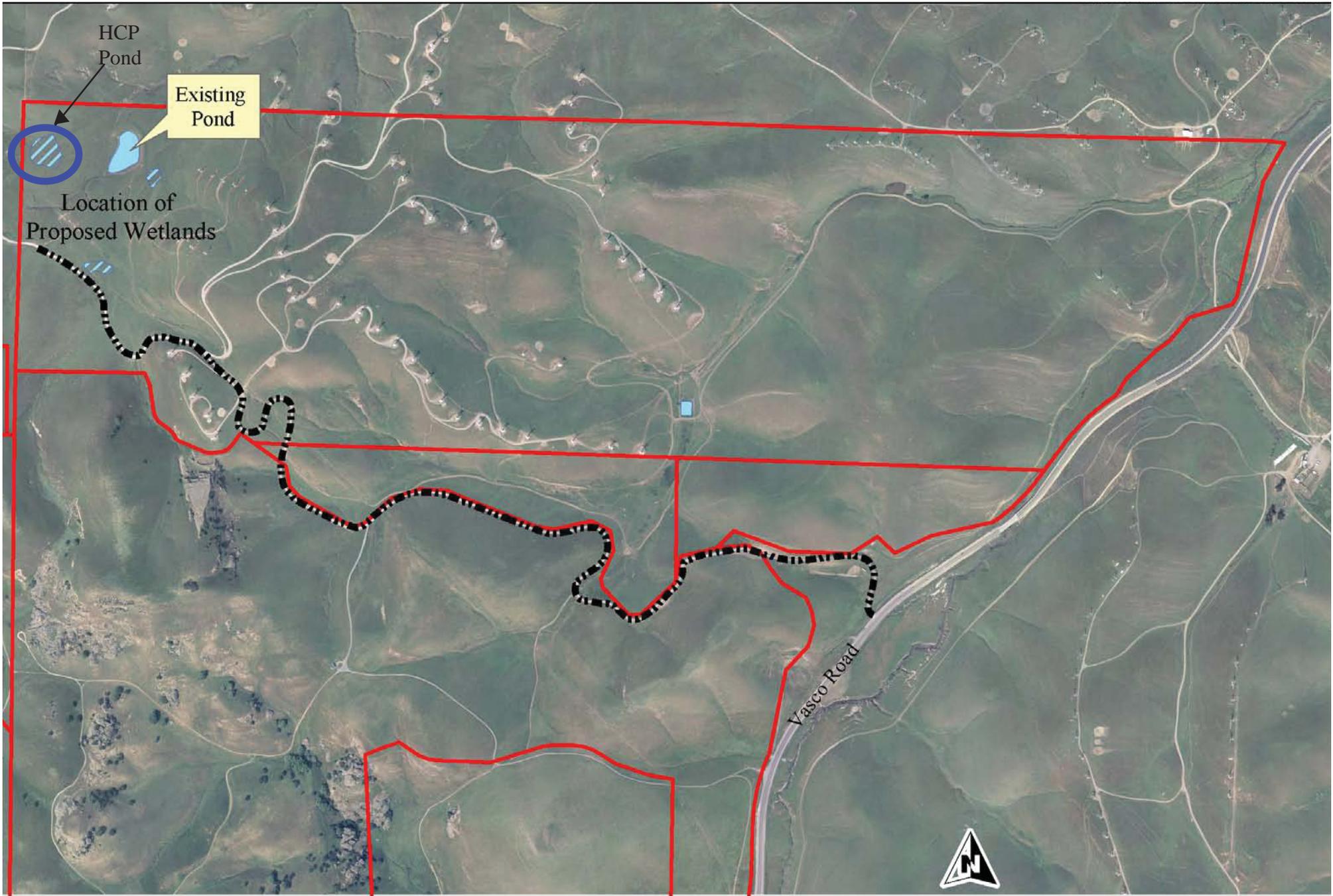

District Counsel, EBRPD

EXHIBIT A
Map Identifying Location of Property and Project

EXHIBIT B
Description of Project

EXHIBIT C
Management Plan Components

EXHIBIT A
Map Identifying Location of Property and Project



Monk & Associates
 Environmental Consultants
 1136 Saranap Avenue, Suite Q
 Walnut Creek, California 94595
 (925) 947-4867

Exhibit A: Location of the Vasco Caves Souza I - HCP Pond

— Vasco Caves Property Boundary
 County: Contra Costa
 Map Preparation Date: April 4, 2008

EXHIBIT B
Description of Project

Excavate earth to create pond approximately 1 acre in size; separate soils and use excavated clay to line bottom and sides of pond; construct berm and install geotextile pyramat and HDPE geomembrane; hydroseed pond and disturbed area.

EXHIBIT C
Management Plan Components

**VASCO CAVES SOUZA I HCP POND PROJECT
RESOURCE MANAGEMENT PLAN COMPONENTS**

August 22, 2008

Prepared for:

East Contra Costa County Habitat Conservancy
in partnership with the
East Bay Regional Park District
CCC Community Development Department
651 Pine Street, 4th Floor, North Wing
Martinez, California 94553

Attention: Mr. John Kopchik
Phone: (925) 335-1272

Prepared by:

Monk & Associates, Inc.
1136 Saranap Avenue, Suite Q
Walnut Creek, California 94595
Phone (925) 947-4867
Fax (925) 947-1165

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FIGURES

Figure 1. Regional Location Map.

Figure 2. Site Location Map.

1. INTRODUCTION

The East Contra Costa County Habitat Conservancy (Conservancy), in collaboration with the East Bay Regional Park District (EBRPD or District), is proposing to construct a one-acre seasonal pond within the Vasco Caves Regional Preserve (Regional Preserve or Preserve) that will create a wetland that is also suitable breeding habitat for the California tiger salamander (*Ambystoma californiense*), a federal listed threatened species. Monk & Associates, Inc. (M&A) has prepared this Resource Management Plan for the one-acre pond site. In this plan we present the objectives for creation of the pond, the tasks and management requirements for the pond, and finally the required monitoring tasks that should be completed as part of the long term objectives for the pond creation project.

The project was proposed as an element of the East Contra Costa County Habitat Conservation Plan / Natural Community Conservation Plan (HCP/NCCP or Plan), a document and method intended to provide regional conservation and development guidelines to protect natural resources while improving and streamlining the permit process for endangered species and wetland regulations. A critical component to the HCP/NCCP is the utilization of the Conservation Strategy, which provides for the creation of a preserve system that will protect land for the benefit of covered species, natural communities, biological diversity, and ecosystem function and mitigate for habitat loss by restoring or creating specific habitats and land cover types.

It should be noted that there is a Vasco Caves Regional Preserve Management Plan prepared by EBRPD for the entire Vasco Caves Regional Preserve. This plan documents past and ongoing land management activities, the permitted and prohibited uses of the property, and a prescription of preserve enhancements and management actions that will be used to fulfill the preserve and preserve-wide ecological goals and objectives. The pond creation project covers a relatively small area within Vasco Caves Regional Preserve. This plan is not meant to supersede or in anyway interfere with the management prescriptions provided in that Management Plan.

2. LOCATION

The project site is located within the 775-acre Vasco Caves Regional Preserve located approximately 4 miles southwest of Byron, California, and about one mile north of the Alameda/Contra Costa county border (Figures 1 and 2). The easternmost hills of the Diablo Range converge with the Central Valley and the San Joaquin River Delta a few miles to the east of the site. The triangular shaped parkland is surrounded by Contra Costa Water District lands. Los Vaqueros watershed occurs to the northwest of the Preserve. Howden Wind Farm turbines occur northeast of the Preserve, and privately owned rangeland occurs to the south. Access to the site is by unpaved road on the east side of the preserve off of Vasco Road, which is the main north-south connector road for eastern Contra Costa County.

2.1 Goals and Objectives

The project site is within a region and vicinity known to support the California red-legged frog (*Rana aurora draytonii*), a federally listed threatened species; the California tiger salamander, a federal listed threatened species (in the region of the project site); the western burrowing owl, a California “species of special concern,” and the San Joaquin kit fox (*Vulpes macrotis mutica*), a federal listed endangered species and a state listed threatened species. Therefore, the pond creation

project is in a region where restoration of such habitat could have meaningful benefits to special-status wildlife species.

Wetland restoration is a major factor in the Conservation Strategy that is outlined in the HCP/NCCP. Restoration and creation of wetlands in the HCP/NCCP inventory area will augment and enhance the functions of natural communities lost to development (“covered activities”) in east Contra Costa County.

The objectives of the Vasco Caves Souza 1 HCP wetland project include:

- To increase the extent of wetlands in a degraded section of the Vasco Caves preserve;
- To increase the abundance and distribution of native hydrophytic wetland plant species in the Vasco Caves Regional Preserve; and
- To develop a template for successful initiation of HCP/NCCP wetland restoration projects through a District and Conservancy partnership.

3. RESPONSIBLE ENTITIES

Site Manager and Property Owner:

East Bay Regional Park District
2950 Peralta Oaks Court
Oakland, California 94605-0381

Partner:

East Contra Costa Habitat Conservancy
651 Pine Street, 4th Floor NW
Martinez, California 94553

4. SITE CONDITIONS

4.1 Regional Setting

The Vasco Caves Regional Preserve is located in the southeastern corner of the HCP/NCCP inventory area, off of rural Vasco Road, near the Contra Costa/Alameda County border (Figure 1 and 2). The entire preserve is noted for the presence of special-status plants and animals that also constitute covered species in the HCP. Precipitation in the area falls as rain, averaging approximately 15.75 inches per year (provided by Contra Costa County). Wind energy turbines are prevalent in the area dominating many ridges near this Regional Preserve.

4.2 Historical Context

The Vasco Caves Regional Preserve was created by EBRPD with two major land acquisitions from the previous owners Walker and Souza. Grazing has played a major role for over one hundred years on what is now the preserve, and on the surrounding private lands. With the absence of boundary fencing, overall livestock use within what is now the Regional Preserve exceeded acceptable range management standards, providing cattle with unrestricted, year-round access to the preserve from

adjacent private land. Since boundary fencing was installed in 1999, grazing on the site is now controlled.¹

4.3 Current Site Conditions

The project site where the pond will be created is dominated by non-native annual grassland. There are no waters of the U.S. or State that would be impacted by the proposed pond creation project. The restoration project is located along a lowland swale about 400 feet west of an existing pond. The entire restoration area is 2.62 acres. The pond that would be constructed will be approximately one acre.

4.3.1 SOILS

The primary soil type present in the delineated area is the Pescadero clay loam, which is considered hydric in depressions, but was not deemed hydric within the delineated area. Pescadero clay loam can also contain high alkali content, and in those cases is mapped as Pescadero clay loam, strongly alkali. Soil analysis showed a second sandy clay layer approximately 2 to 3 feet below the surface layer of Pescadero Clay Loam. This lower layer is porous and would be unlikely to support wetlands.

4.3.2 VEGETATION

The only land cover type supported by the pond creation is annual grassland. For the purposes of HCP/NCCP implementation, annual grassland is defined as a natural community where grasses and forbs (in this case, non-native) dominate the landscape, and trees and shrubs comprise less than 5% canopy cover (ECCHCP/NCCP, 3-8)².

Annual grassland in the Regional Preserve is dominated by non-native species, composing up to 90% of the cover. Using Department of Fish and Game (2000)³ and California Native Plant Society (2001)⁴ botanical survey protocols, the grassland area was surveyed for rare plants on January 15, February 26, March 7, April 29, and July 16, 2008 by biologists Ms. Sarah Lynch, Ms. Hope Kingma, Ms. Melisa Anderson, and/or Mr. Geoff Monk. No special-status plants were identified during these surveys. Table 1 indicates the total percent cover found at the pond by native vs. non-native species as observed in July 2008.

¹ EBRPD 2001. Vasco Caves Resource Management Plan. Adopted March 21, 2000.

² Jones & Stokes. 2006. East Contra Costa County Habitat Conservation Plan and Natural Community Conservation Plan. October 2006.

³ California Department of Fish and Game. 2000. Guidelines for assessing the effects of proposed developments on rare and endangered plants and plant communities. May 4, 1984; revised May 8, 2000. 2 pps.

⁴ CNPS (California Native Plant Society). 2001. Inventory of rare and endangered plants of California (sixth edition). Rare plant scientific advisory committee, David P. Tibor, convening editor. California Native Plant Society. Sacramento, CA. 338 pps.

Table 1. Plant Cover on Project site

Species	Native/non-native	Percent cover
Soft chess (<i>Bromus hordeaceus</i>)	Non-native	90%
Shining peppergrass (<i>Lepidium nitidum nitidum</i>)	Native	9%
Turkey mullein (<i>Croton setigerus</i>)	Native	1%

4.3.3 WATER SOURCES AND QUALITY

The site is mostly flat with modest terrain slope. The majority of the project site appears to drain towards to the west. Field wetland hydrology indicators were absent during the site inspection (e.g. inundated areas and areas that exhibited saturated soil conditions at the surface or in the soil profile within 12 inches of the surface) indicating there is no ground water that will support the pond creation project. Rather, the created pond will receive water from direct precipitation and surface sheet flows from the surrounding uphill landscape which is sloped towards the proposed pond basin.

4.3.4 WILDLIFE

The Vasco Caves parcel has been designated suitable core habitat for the San Joaquin kit fox and is modeled as potential aestivation habitat for the California tiger salamander (ECC HCP/NCCP 2006). A pond 400 feet east of the restoration area (Figure 2) also provides breeding habitat. There is also potential breeding habitat for California red-legged frog within the off-site pond, and the entire Vasco Caves Regional Preserve provides potential migration and aestivation habitat (ECC HCP/NCCP 2006).

Monk & Associates wildlife biologists conducted required planning surveys for special status species in accordance to the HCP/NCCP. The surveys and results are presented as follows: The CNDDDB identified four special-status wildlife species that M&A determined could be found in the immediate vicinity of the project site. These species are discussed below.

4.3.4.1 California Red-Legged Frog (*Rana aurora draytonii*)

The California red-legged frog (CRLF) was federally listed as threatened on May 23, 1996 (Federal Register 61: 25813-25833). Critical habitat for this species was designated on March 13, 2001 (Federal Register 66: 14625-14674), however on November 6, 2002 a court decision removed many of the critical habitat units that had been designated for the frog on March 13, 2001. On April 13, 2004 the USFWS re-proposed critical habitat for CRLF. Due to budget and time constraints, the re-proposal is very similar to the March 2001 critical habitat designation for CRLF. The USFWS is expected to adopt a final revised rule by November 2005. The project site is not located within the March 2001 critical habitat designation for California red-legged frog. This frog is also a California “species of special concern.” California “species of special concern” are species in which their California breeding populations are seriously declining and extirpation from all or a portion of their range is possible (Remsen 1978)⁵.

⁵ Remsen, J.J., Jr. 1978. Bird species of special concern in California: An annotated list of declining or vulnerable bird species. California Department of Fish and Game, Wildlife Management Division. . Administrative Report, 78-1. Sacramento, CA, 54 pp.

The California red-legged frog is typically found in slow-flowing portions of perennial streams and in ephemeral streams, and hillside seeps that maintain pool environments or saturated soils throughout the summer months. Riparian vegetation such as willows (*Salix* sp.) and emergent vegetation such as cattails (*Typha* sp.) are preferred red-legged frog habitats, though not necessary for this species to be present. This frog is also found in ponds. Populations of California red-legged frog will be reduced in size or eliminated from ponds supporting non-native species such as bullfrogs (*Rana catesbeiana*), Centrarchid fish species (such as sunfish, blue gill, or large mouth bass), and signal and red swamp crayfish (*Pacifastacus leniusculus* and *Procambarus clarkii*, respectively), all known California red-legged frog predators.

This project site is located approximately 400 feet west of a large pond that has been known support California red-legged frog in the past (pers. comm. between G. Monk and Joe DiDonato). The pond dried in about early June 2008 which would present conditions unsuitable for this frog. Regardless, this pond has not been known to support the California red-legged frog for several years. Accordingly, *the California red-legged frog is not expected to occur within the project area since they require perennial water to survive during the dry summer months. No further actions with respect to this frog are warranted for the proposed project.*

4.3.4.2 California Tiger Salamander (*Ambystoma californiense*)

The California tiger salamander occurs in grasslands and open oak woodland that provide suitable aestivation (i.e., summer retreats) and/or breeding habitats. On July 27, 2004 the USFWS determined that they would list the Central California Distinct Population Segment (DPS) of the California tiger salamander as threatened. The USFWS also designated *Critical Habitat* for this salamander in the summer of 2004. The pond creation project site is located within *Critical Habitat Unit 17* designated in Contra Costa County (Federal Register, Vol. 69, No 153, August 10, 2004).

In addition to being federally listed, CTS are also a California “species of special concern.” This title affords the CTS no legally mandated protection; however, pursuant to CEQA (14 CCR §15380), this species must be considered in any project that will undergo, or is currently undergoing CEQA review, and/or any project that must obtain an environmental permit(s) from a public agency (e.g., the Corps). The CTS is also protected under Title 14 of the California Code of Regulations (CCR). Under Title 14, CCR 41 (1996), CTS is a protected amphibian that may only be taken or possessed under a special permit issued by the California Department of Fish and Game (CDFG) pursuant to sections 650 and 670.7 of these regulations, or Section 2081 of the Fish and Game Code

CTS occur in grasslands and open oak woodland that provide suitable aestivation (i.e., summer retreats) and/or breeding habitats. California tiger salamander spend the majority of their lives underground in California ground squirrel (*Spermophilus beechyi*) burrows, Botta’s pocket gopher (*Thomomys bottae*) burrows, and other subterranean refugia. This salamander has also been found in areas with no apparent underground retreats. In these areas it may utilize cracks in the ground or may burrow into loose soil, or seek refuge in and under rotting logs or fallen branches. The CTS emerges from its aestivation sites for only a few nights each year during the rainy season to migrate to its breeding ponds. Seasonal wetlands, vernal pools, or artificial impoundments such as stock

ponds that typically do not support fish, bullfrogs (*Rana catesbeiana*), red swamp crayfish (*Procambarus clarkii*), or signal crayfish (*Pacifastacus leniusculus*) provide suitable breeding habitat. Breeding ponds and streams typically hold water at least until the month of May to allow time for larvae to fully metamorphose. California tiger salamander may migrate up to 0.62-mile or more from its underground retreats to breeding ponds⁶, unobstructed migration corridors are critical to this animal's survival.

CTS are known to breed in the existing pond located approximately 400 feet west of the project site. While this pond has been dry since June 2008, and thus CTS will not be in the pond until it rehydrates next winter, this salamander can be expected to occur in the uplands surrounding the existing pond including those uplands that would be impacted by the proposed pond project. A certain extent of take from the pond creation project is considered likely, however, this take should be balanced against the fact that the creation of the pond by itself is self-mitigating since it will create additional CTS breeding habitat.

In order prevent avoidable harm to the CTS, in the event pond construction is not completed by October 1st, a silt fence will be installed around the pond. In this fashion, if the pond partially fills, it creates an attractive breeding nuisance or a "breeding sink" that would prematurely dry before CTS larvae metamorphose in the spring. The installed silt fence would be maintained until the pond creation project is complete. Upon completion, the pond is expected to provide suitable breeding habitat for the CTS.

4.3.4.3 Western Burrowing Owl (*Athene cunicularia hypugaea*)

The western burrowing owl is a California "species of special concern." Its nest, eggs, and young are also protected under California Fish and Game Code (§3503, §3503.5, and §3800). The burrowing owl is also protected from direct take under the Migratory Bird Treaty Act (50 CFR 10.13). Finally, based upon this species' rarity status, any unmitigated impacts to rare species would be considered a "significant effect on the environment" pursuant to §21068 of the CEQA Statutes and §15382 of the CEQA Guidelines. The western burrowing owl is known to occur in the immediate vicinity of the pond creation site.

Burrowing owl habitat is usually found in annual and perennial grasslands, characterized by low-growing vegetation. Often, the burrowing owl utilizes rodent burrows, typically ground squirrel burrows, for nesting and cover. They may also on occasion dig their own burrows, or use man-made objects such as concrete culverts or rip-rap piles for cover. They exhibit high site fidelity, reusing burrows year after year. Occupancy of suitable burrowing owl habitat can be verified at a site by observation of these owls during the spring and summer months or, alternatively, its molted feathers, cast pellets, prey remains, eggshell fragments, or excrement (white wash) at or near a burrow. Burrowing owls typically do not use grasslands with tall vegetation or wooded areas because the vegetation obscures their ability to detect avian and terrestrial predators. Since burrowing owls spend the majority of their time sitting at the entrances of their burrows, grazed

⁶ Brode, J. M. 1997. Survey Protocol for California Tiger Salamander (*Ambystoma californiense*). California Department of Fish and Game, Sacramento, California. Inland Fisheries - Informational Leaflet No. 44. September 1997. 7 pps.

grasslands seem to be their preferred habitat because it allows them to view their surroundings at 360 degrees without obstructions.

In order to avoid potential impacts to burrowing owls, preconstruction survey was conducted pursuant to the methodology prescribed in CDFG's *Staff Report on Burrowing Owl Mitigation* (CDFG 1995). Surveys were conducted on January 15, February 26, March 7, April 29, and July 16, 2008 by biologists Ms. Sarah Lynch, or Ms. Hope Kingma, Ms. Melisa Anderson and Mr. Geoff Monk. No western burrowing owls have been observed on within a zone of influence around the pond excavation project site.

A second preconstruction survey for western burrowing owl will be conducted in the 7 day period prior to initiation of any ground disturbance for the pond creation project. An M&A biologist will survey the proposed pond footprint and a 500-foot radius from the proposed limits of disturbance to identify burrows and owls. If occupied burrows are found during planning surveys, the status of this burrow will be documented according to the HCP guidelines (Chapter 6, page 40). If no owls are found, no further regard for their safety would be warranted. If they are identified within a zone of influence, the Conservancy will be notified and a non-disturbance buffer will be established until the Conservancy determines that the owls can be passively relocated from harms way.

4.3.4.4 San Joaquin Kit Fox (*Vulpes macrotis mutica*)

The San Joaquin kit fox is a federal listed endangered species and is listed by the State of California as threatened. It is the smallest fox species in North America typically weighing between 4 and 6 pounds. The San Joaquin kit fox (kit fox) has large ears, long legs, and is generally a buffy tan color with a black-tipped tail. Kit fox live primarily in the lowlands of the San Joaquin Valley of California, but are also known to occur in several counties in the coast mountain ranges including Santa Barbara, San Luis Obispo, Monterey, San Benito, Santa Clara, Contra Costa and Alameda Counties. The pipeline repair sites are located within the mapped range of this species. This fox species is usually found in open grassland and shrubland communities, but has also been observed in orchards that border grassland or shrubland plant communities.

Kit fox are carnivorous, usually feeding on small rodents such as San Joaquin pocket mice (*Perognathus inornatus*), deer mice (*Peromyscus maniculatus*), western harvest mice (*Reithrodontomys megalotis*), kangaroo rats (*Dipodomys* spp.) and larger rodents such California ground squirrel (*Spermophilus beecheyi*). Kit fox also prey upon lagomorphs such as black-tailed hare (*Lepus californicus*) and desert cottontail (*Sylvilagus auduboni*).

This fox species relies on subterranean dens for breeding and escape cover from potential predators. Natal and pupping dens consist occur in areas with solitary or multiple den openings. Both adults care for pups until they are about four to five months old at which time family bond begin to dissolve. Dens are excavated in loose-textured soils, generally in areas with low to moderate relief. Kit fox will also utilize existing burrows excavated by rabbits, ground squirrels, badgers (*Taxidea taxus*), and on occasion will use man-made structures for denning such as well casings, culverts, and abandoned pipelines. Typically, dens are small enough to discourage easy predation by coyotes (*Canis latrans*) and red fox (*Vulpes vulpes*).

M&A conducted a den survey and identified a single “potential den” that could be used the San Joaquin kit fox immediately to the north of the pond creation site. The term potential den only means that a burrow opening was consistent with the size of burrows used by the San Joaquin kit fox. In most cases, in Northern California, potential dens are not used by the San Joaquin kit fox owing to the scarcity of this fox. Typically, most potential dens are enlarged California ground squirrel burrow openings, while a few others turn out to be in use by other fox species, such as the red fox (*Vulpes vulpes*).

In order to prevent impacts to the San Joaquin kit fox, in the week prior to construction, infrared camera stations will be set up and maintained for 3 consecutive nights at the potential den site to determine if it is in use by the San Joaquin kit fox. If it is found to be in use, exclusion zones for potential and known dens would also be established according to HCP/NCCP guidelines with proper notification to the USFWS per the HCP (Chapter 6; page 38). Owing to the time of year and characteristics of the burrow, M&A do not believe that the potential den is a natal den which could require other measures for protection of young.

5. RESTORATION

The approach for the Vasco Caves restoration project is to capture water along a swale into a pond, with minor grading and bed contouring. The installation of local wetland plant species should increase plant diversity, and the establishment of a native grassland area on the disturbed upland areas of the created wetland.

5.1 Definition

According to the HCP/NCCP, habitat restoration is defined as the establishment of a vegetation community in an area that historically supported it, but no longer does because of the loss of one or more required ecological factors. On the Vasco Caves preserve, long-term grazing and invasive species encroachment has impacted the ecological and hydrologic function of the wetland and annual grassland communities.

5.2 Schedule

50% and 100% grading plan for the pond creation project, and technical specifications, have been reviewed and approved by the East Bay Regional Park District. The Conservancy approved funding for the project on xx.

- Bidding - August 20 through August 25, 2008.
- Pre bid meeting - August 18, 2008
- Permits - None required.
- Construction - September 9, 2008
- Short-term monitoring Winter 2008 through Winter 2013.
- Long-term monitoring After project meets success criteria, but not before 2013.

5.3 Proposed Pond

The pond site will be cleared, graded, and recontoured to meet the pond grading plan. The pond spillway will be protected with a geotextile channel liner (i.e., Pyramat®) to prohibit unanticipated scour. In addition, a high density polyethylene (HDPE) sheet (80 mil) will be installed vertically within the berm to counter damage by burrowing rodents and to otherwise ensure the berm remains sound. The bottom contours of the pond will be seeded with a native hydroseed mixture that includes native plants such as creeping spikerush (*Eleocharis macrostachya*), Vasey's coyote-thistle (*Eryngium vaseyi*), flat-face downingia (*Downingia pulchella*), and toad rush (*Juncus bufonius*).

5.4 Native grassland

Broadcast seeding with native seed mix and hydromulching will occur in all disturbed upland areas of the project site. Native seeds from purple needle grass (*Nasella pulchra*), creeping wildrye (*Leymus triticoides* – Rio or White Lake), meadow barley (*Hordeum brachyantherum californicum*), valley gumplant (*Grindelia camporum*), and blue wildrye (*Elymus glaucus* - Anderson variety) will be used for restoration of disturbed upland areas.

6. MANAGEMENT AND MAINTENANCE

6.1 Grazing

Cattle can be used as a management tool to reduce wildfire fuel loads, maintain or improve grassland habitat species diversity, and maintain or improve potential habitat for California tiger salamander, burrowing owls, and native plants on site. The assumption that biological diversity and ecological integrity can be optimized in California's grasslands by removing livestock grazing is based on the false notion that livestock grazing necessarily leads to natural resource degradation and that removal or reduction of grazing results in resource enhancement and restoration. This belief is largely inconsistent with research showing that exclusion of grazing in mesic areas of California can lead to increases in exotic species at the expense of natives. Several sites within the San Francisco Bay Area also demonstrate that grazing is an important element of grassland ecosystems that support sensitive plant and animal species.

Livestock will likely look to the created pond for future water supply. That being said, the pond edges and berm can be trampled/damaged if livestock use the pond when soils are wet or otherwise soft such as during the rainy season and early spring. Cattle trampling can cause soil compaction and destroy newly established seedlings. Thus, the pond should be fenced off to control grazing intensity and related disturbances during the winter and spring months, or from October 1st through June 1st, the pond should not be accessible to livestock.

During dry years, when potential for desiccation in the pond occurs earlier than May 1st, the pond should not be grazed until the California tiger salamander larvae have successfully metamorphosed and have left the pond. This can be expected to occur no later than June 15th.

The management of grazing animals at the pond should be the responsibility of EBRPD who will have the overall responsibility of managing grazing in the greater Vasco Caves Regional Preserve. The one-acre pond site does not constitute a management unit that should be treated significantly differently than any pond on the park system. Access to the created pond for grazing water will not be critical for managing cattle distribution within the Preserve owing to the fact that a pond now

occurs approximately 400 feet away from the created pond and is fully accessible to cattle/grazing animals. Thus, any level of non-grazing can be achieved without regard for grazing animal access to water.

6.2 Fencing

No permanent fencing is proposed around the one acre pond site. Rather it is proposed that if the rancher/EBRPD wishes to graze the pond after it is constructed, that cattle access to the pond be controlled via the temporary establishment of electric fences that are installed and operated while soils remain soft at the pond site. In this fashion, damage to the pond can be minimized.

6.3 Native Plant Species

The pond should support several California native plant species. It is being seeded with creeping spikerush (*Eleocharis macrostachya*), Vasey's coyote-thistle (*Eryngium vaseyi*), flat-face downingia (*Downingia pulchella*), and toad rush (*Juncus bufonius*). These species and other California native species will likely colonize the pond and continue to persist in the created pond for many years.

6.4 Pest Control

Grading in the pond creation area could result in the spread of non-native exotic plant species, specifically milk thistle (*Silybum marianum*). Infestations of invasive and noxious plants can adversely affect habitat values and covered species. Occurrences of such species will be controlled by some combination of manual removal, short-term grazing, or spot herbicide (only if alternative management methods are not likely to be effective or practicable). All herbicides to be implemented will be labeled by the U.S. Environmental Protection Agency for use in or near aquatic environments. Herbicide application methods will be limited to the most target specific approaches practicable. Control of pests should be in accordance with the District's pest management policies and practices. Note that herbicides are not proposed for coverage in the Section 10(a)(1)(B) permit for the HCP/NCCP.

California ground squirrels occur in the vicinity of the pond and are expected to continue to persist after the pond is created. These rodents are regarded as beneficial to special-status wildlife species such as the California tiger salamander, California red-legged frog, and the western burrowing owl. The berm of the pond has been constructed with a HDPE vertical liner to ensure that the pond remains compatible with rodent burrowing in the area.

6.5 Routine Pond Maintenance

Maintenance activities that will occur within the Regional Preserve are independent of the pond creation site. In general, no maintenance is expected to be required for the pond creation site outside of grazing management issues discussed in fencing above.

7. BIOLOGICAL MONITORING

Monitoring and adaptive management are essential components of restoration and habitat management. Monitoring for the pond creation project will be annually for five years.

7.1 Hydrological Monitoring

Inflows from precipitation will be estimated from rainfall data recorded at Brentwood weather station, Contra Costa County. During each site visit quantitative and qualitative data will be collected on the hydrological characteristics at the created pond. Water depth (inches) will be measured from two permanent staff gauges installed in the pond. The hydrological condition of the pond will be classified according to the following criteria:

Dry – Standing water is not present on the surface within the pool and water is not present within subsurface soils (4-6 inches deep).

Saturated – Standing water is not present on the surface within the pool. Water is present in surface and subsurface soils.

Inundated – Standing water is present on the surface within the pool.

Pond depths will be averaged over each month of inundation. The five year final monitoring report will average monthly depth data to derive average depths of inundation. These data will be evaluated with respect to necessary hydrology for supporting both hydrophytic plant species and CTS.

7.2 Vegetation Monitoring

Vegetation monitoring in the created pond will be conducted annually during the blooming period of key hydrophytic (wetland) species. In most years, this is expected to be April–May, but the actual timing may be adjusted slightly to coincide with optimal blooming conditions. All plant species observed in the mitigation pond will be recorded in order to determine the species composition and to identify undesired invasive pest plants. A systematic point-intercept sampling method will be employed to determine the frequency of plant species in each mitigation pool. Two 50-foot transects will be laid out via installation of permanent rebar markers. One will be installed along the shoreline; the other through the middle of the pond. Point counts will be made along each transect at 6-inch intervals, resulting in a total of 100 data points per transect. The frequency of each plant species observed in the pond will be calculated as follows:

$$\% \text{ plant 'X' in pool Y} = \frac{\text{number of plant 'X' counted along transect 1 and 2}}{200 \text{ total observations along transect 1 and 2}} * 100$$

Habitat affinities (i.e. obligate, facultative wetland species) of all plants counted and identified during transect sampling will be determined following the classification of Reed (1997)⁷. Habitat affinities include the following categories:

Obligate wetland plants (OBL) – Plants occur over 99% of the time in wetlands.

⁷ Reed, P.B., Jr. 1997. Revision of the National List of Plant Species That Occur in Wetlands, United States Fish and Wildlife Service, Washington, D.C.

Facultative wetland plants (FACW) - Plants occur 67 to 99% of the time in wetlands.

Facultative plants (FAC) - Plants occur 67 to 33% of the time in wetlands.

Facultative upland plants (FACU) - Plants occur 33% to 1% of the time in wetlands.

Upland plants (UPL) - Plants occur less than 1% of the time in wetlands.

Non-indicator plants (NI) – No classification given due to lack of information.

Wetland indicator species are those plant species that can tolerate prolonged inundation or soil saturation during the growing season. Wetland indicator species include those classified as OBL, FACW and FAC.

8. SUCCESS CRITERIA

Performance and success of the created pond will be assessed by the Conservancy over a 5-Year monitoring period. These criteria are as follows.

8.1 YEAR 1

- A portion of the pond will remain inundated for at least 30 days each year. The remainder of pond shall remain saturated for at least 60 days each year.
- Pond will have at least three wetland plant species established.
- Pond will not have plant species on the California Exotic Pest Plant Council's List A-1: *Most Invasive and Damaging Wildland Pest Plants* (Appendix A).

8.2 YEAR 3

- A portion of the pond will remain inundated for at least 30 days each year. The remainder of the pond shall remain saturated for at least 60 days each year.
- The pond will have a relative percent cover of vegetation of at least 50 percent 30 to 60 days after they dry in the spring, except in areas that remain inundated for periods of 30 days or longer. If vegetation grows in such areas, it will be dominated by hydrophytic plant species.
- The pond will not have plant species on the California Exotic Pest Plant Council's List A-1: *Most Invasive and Damaging Wildland Pest Plants* (Appendix A).

8.3 YEAR 5

- A portion of the pond will remain inundated for at least 30 days each year. The remainder of the pond shall remain saturated for at least 60 days each year.
- The pond edges and margin will be dominated by wetland vegetation (FAC, FACW and/or OBL species). An allowance will be made for vegetation suppression in inundated areas of the pond

owing to the desired design parameter for establishing a sufficiently long inundation period that will allow CTS larvae to successfully metamorphose.

- The pond will not have plant species on the California Exotic Pest Plant Council's List A-1: *Most Invasive and Damaging Wildland Pest Plants* (Appendix A).

If the above success criteria are met by the pond, it will be deemed successful. No remedial actions shall be warranted (see following section). Long-term maintenance and monitoring shall then become the responsibility of EBRPD.

9. REMEDIAL ACTIONS REQUIRED FOR POND FAILURE

It is acknowledged that the pond creation project is experimental. The watershed for the created pond is approximately 15 acres, which is relatively small. It is this watershed and direct precipitation that will hydrate the pond. In addition, the site lies in the rain-shadow of Mount Diablo, and thus hydrographs prepared for other communities in East Contra Costa County likely have little relevance to the rainfall curves at the pond creation site. That being said, there are ponds and seasonal wetlands known from this part of eastern Contra Costa County that suggest that a pond project will work at the proposed location. That being said, in meeting between the Conservancy, EBRPD, and M&A it was determined that there should be a course of action if the pond does not function per plans. In this section we acknowledge the experimental nature of the pond project and we prescribe remedial measures in the event the pond project is considered a failure.

In the event the pond does not exhibit targeted hydrology in Section 8 of this Plan in normal rainfall years, a meeting shall be convened between EBRPD and the Conservancy and a best course of action shall be determined. The course of action may consist of measures that could be taken to improve pond hydrology performance, or may include removing the pond entirely and restoring original contours. Any such restoration work would also include hydroseeding all disturbed areas with a native California seed mix consistent with Section 5.4 of this Plan. The cost of remedial work shall be borne exclusively by the Conservancy.

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**EAST CONTRA COSTA COUNTY
HABITAT CONSERVANCY**

DATE: September 24, 2007
TO: Governing Board
FROM: Conservancy Staff
SUBJECT: Contract Amendments for Consulting Services

RECOMMENDATION

- 1) ACCEPT update on Conservancy finances.
- 2) AMEND the expenditure limit for the “Environmental Compliance” budget category by increasing the limit by \$23,000 from \$86,000 to \$109,000.
- 3) APPROVE the following contract amendments:
 - a) Monk and Associates: Increase expenditure limit by \$15,000, from a former limit of \$75,000 to a new limit of \$90,000.
 - b) ICF Jones and Stokes: Increase expenditure limit by \$100,000, from a former limit of \$225,000 to a new limit of \$325,000.
 - c) Resources Law Group: Increase expenditure limit by \$40,000, from a former limit of \$50,000 to a new limit of \$90,000.

DISCUSSION

Item 1: As further documented in Table 1 (attached), expenditures to date in 2008 are well within the expenditure limits established by the Governing Board in approving the Conservancy’s 2008 Budget earlier this year. The same is true when projected expenditures for the remainder of the year are considered: expenditures will be well under budget. The land acquisition and preserve management categories (which are very far under budget) are somewhat anomalous as expenditures in these categories reflect timing of payment and phasing of work more than other factors (land acquisition projects agreed to in 2008 will be largely funded with grant funds and those payments are not due until 2009—though even if we factor in those future payments, we will still be spending less than forecast in the Budget). In most other categories, the projected annual expenditures are closer to the Budget amounts (2% to 40% under). In one

CONTINUED ON ATTACHMENT: <input checked="" type="checkbox"/> YES	
ACTION OF BOARD ON _____ APPROVED AS RECOMMENDED _____	
OTHER _____	
<u>VOTE OF BOARD MEMBERS</u>	
___ UNANIMOUS	
AYES: _____	I HEARBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MEETING RECORD OF THE CONSERVANCY GOVERNING BOARD ON THE DATE SHOWN. ATTESTED _____ <i>CATHERINE KUTSURIS, SECRETARY OF THE EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY</i>
NOES: _____	
ABSENT: _____	
ABSTAIN: _____	
BY: _____	_____, DEPUTY

Category, Environmental Compliance, staff are projecting an exceedance of the Budget amount by \$23,000 and are recommending an adjustment (see item 2 below).

As of the middle of September, the Conservancy has approximately \$2.314 million in its accounts. The California Wildlife Foundation (CWF) account that is held in trust for conservation activities consistent with the HCP (the account established and controlled by the California Department of Fish and Game to hold fees paid by activities not covered by the HCP (such as activities that pre-dated the HCP)) has a balance of approximately \$4.05 million.

Revenues in 2008 have been relatively small. Approximately \$273,000 has been received by the Conservancy so far this year. The CWF account has received approximately \$1.2 million this year. Substantial payments from approved grants are anticipated next year.

Additional financial review is planned for the Board's December meeting.

Item 2: As described above and as shown in Table 1, the Environmental Compliance cost category is the only category projected to exceed the approved Budget. The primary reason for this is that the permitting requirements for the Lentzner Springs restoration project were more substantial than anticipated. That project required clearance from five separate agencies and the permit applications required a substantial amount of staff and consultant effort. However, as noted above, we spent substantially less on planning and design and actual construction for wetlands restoration than provided in the Budget (annual costs for these categories are projected to be approximately \$136,000 and \$45,000 less than provided in the Budget, respectively).

In addition to environmental compliance for the two restoration projects, this cost category also includes early environmental compliance steps for future restoration projects as well as additional work on a comprehensive analysis of species not covered by the HCP, an analysis which is required by the HCP and will be a very helpful and cost-effective tool for CEQA analysis conducted for future public and private projects in the HCP area. To enable these important tasks to continue on pace, staff is recommending that the Environmental Compliance category be increased by \$23,000.

Item 3: The Governing Board approved on-call contracts with four firms at the beginning of this year to provide specialized services to the County. These contracts identified general areas of service but not specific tasks, enabling staff to direct specialists to key tasks when needed and as the tasks became defined enough to assign. The contract limits were determined not on the basis of cost estimates, but rather were recommended by staff to be conservative and to ensure expenses would be well within the approved Budget. Now, as work has progressed and our adherence to Budget limitations has come into clearer focus, staff is recommending amending three of those contracts to provide additional funding. The details of those recommendations are explained below.

Monk and Associates: The recommendation is to increase the expenditure limit by \$15,000, from a former limit of \$75,000 to a new limit of \$90,000. Monk and Associates designed the Vasco Caves-Souza 1 HCP pond and assisted with environmental compliance. Additional

assistance is needed from Monk and Associates to monitor construction and planting and to assess and monitor the project after completion.

ICF Jones and Stokes: The recommendation is to increase the expenditure limit by \$100,000, from a former limit of \$225,000 to a new limit of \$325,000. Jones and Stokes has provided comprehensive assistance to the Conservancy, including the Lentzner Springs project (design, permitting and monitoring), pre-acquisition surveys on current and future acquisitions, assistance with the process for issuing take authorization (including development and revision of all forms and presentations at workshops), development of the website and public information materials, assistance with regional wetlands permitting, coordination with the wildlife agencies and general scientific advice and associated products related to all aspects of implementing the HCP. Additional assistance is needed from ICF Jones and Stokes this year to plan, design and begin the permitting for wetland restoration projects to be completed next year, complete additional pre-acquisition surveys, assist with grant applications and biological documentation needed for requisition of grant funds, assist with regional wetlands permitting and extend the productivity of the Conservancy's limited staff.

Resources Law Group: The recommendation is to increase the expenditure limit by \$40,000, from a former limit of \$50,000 to a new limit of \$90,000. We have had more need for Resources Law Group services than anticipated. In addition to providing general legal support to the Conservancy as a separate legal entity, Resources Law Group has drafted two wetland restoration agreements, two land acquisition funding agreements, one land acquisition cost-share agreement, one Participating Special Entity template agreement and Certificate of Inclusion and has provided a number of legal opinions. Resources Law Group has also provided substantial assistance with land acquisition due diligence, with agency coordination, with establishing a process for working with the Wildlife Conservation Board (the state agency that holds most of the Conservancy's approved grants) and with policy matters such as seeking more funding for key state and federal programs that fund HCPs and seeking to change new restrictions on the Section 6 grant program such that mitigation funding may be used. Substantial additional assistance is needed this year from Resources Law Group on nearly all of these tasks. Notable future work needs include due diligence tasks on more properties, drafting additional funding agreements, assistance with negotiating regional wetlands permits and drafting agreements to codify these permits, additional coordination with the Wildlife Conservation Board and additional assistance with addressing the mitigation as match issue.

Table 1: Comparison of Approved 2008 Conservancy Budget, Expenditures as of September 2008 and Projected Expenditures for Remainder of 2008

<i>Cost Category</i>	<i>Expenditures</i>				
	<i>A</i>	<i>B</i>	<i>C</i>	<i>D = B+C</i>	<i>E = A minus D</i>
	<i>Approved 2008 Conservancy Budget</i>	<i>Actual Expenditures as of 9/18/08¹</i>	<i>Projected Expenditures Remainder 2008</i>	<i>All 2008 Expenditures (Actual plus Projected Expenditures)</i>	<i>Difference (Budget minus All 2008 expenditures)</i>
Program Administration	\$494,575	\$324,069	\$160,000	\$484,069	\$10,506
Land Acquisition ²	\$9,900,667	\$177,850	\$1,123,600	\$1,301,450	\$8,599,217
Management, Restoration and Recreation Planning and Design	\$338,322	\$87,731	\$115,000	\$202,731	\$135,591
Habitat Restoration/Creation	\$407,326	\$127,682	\$234,850	\$362,532	\$44,794
Environmental Compliance	\$86,000	\$64,755	\$44,000	\$108,755	-\$22,755
HCP/NCCP Preserve Management and Maintenance	\$404,100	\$387	\$55,000	\$55,387	\$348,713
Monitoring, Research, and Adaptive Management	\$66,500	\$0	\$0	\$0	\$66,500
Remedial Measures	\$6,000	\$0	\$0	\$0	\$6,000
Contingency Fund (5% of non-land acquisition costs)	\$90,141	\$0	\$0	\$0	\$90,141
TOTAL EXPENDITURES	\$11,793,631	\$782,474	\$1,732,450	\$2,514,924	\$9,278,708

Notes:

(1) Cost for work performed but not yet billed is not included. Consultant costs through August are included. Staff costs through July are included.

(2) Projected land acquisition expenditures for 2008 do not include grant funds. Grant funds for acquisitions approved in 2008 will not actually be spent until 2009.

**EAST CONTRA COSTA COUNTY
HABITAT CONSERVANCY**

DATE: September 24, 2008
TO: Governing Board
FROM: Conservancy Staff
SUBJECT: EBRPD Measure WW

RECOMMENDATION

ADOPT a position of “support” for Measure WW, the East Bay Regional Park District’s proposed bond measure to extend Measure AA (1988) for the purpose of funding additional park acquisition and capital projects.

DISCUSSION

At the March 19, 2008 Conservancy Governing Board Meeting, Ted Radke, Vice President of the Board of Directors of the East Bay Regional Park District (“EBRPD”), presented to the Conservancy Board on the EBRPD’s draft plans for a bond measure to appear on the November 2008 ballot. The proposal has now been finalized and has been named Measure WW.

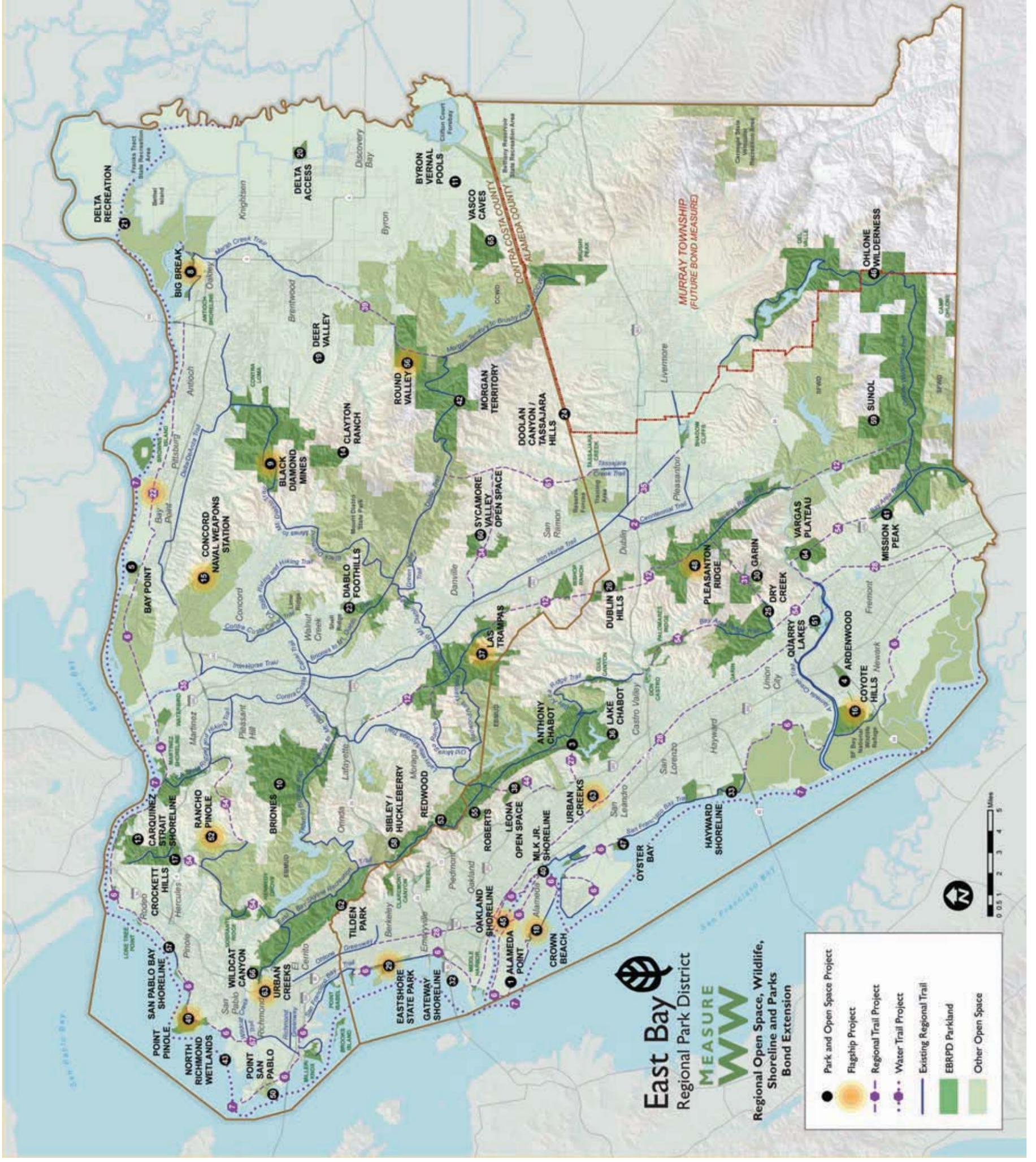
In 1988, the voters of Alameda and Contra Costa County approved Measure AA, authorizing the East Bay Regional Park District to sell general obligation bonds for the purpose of funding acquisition of new parks and developing capital facilities on new and existing parks. A portion of the funding went to cities and counties to pay for their park needs. Revenues from Measure AA are nearly exhausted and EBRPD is proposing Measure WW on the November General Election ballot to extend the provisions of Measure AA such that additional bonds could be sold and additional funds could be raised. Measure WW would continue but not increase the property owners’ tax obligations.

CONTINUED ON ATTACHMENT: <input checked="" type="checkbox"/> YES	
ACTION OF BOARD ON _____ APPROVED AS RECOMMENDED _____	
OTHER _____	
<u>VOTE OF BOARD MEMBERS</u>	
<input type="checkbox"/> UNANIMOUS	I HEARBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF AN ACTION TAKEN AND ENTERED ON THE MEETING RECORD OF THE CONSERVANCY GOVERNING BOARD ON THE DATE SHOWN. ATTESTED _____ <i>CATHERINE KUTSURIS, SECRETARY OF THE EAST CONTRA COSTA COUNTY HABITAT CONSERVANCY</i> BY: _____, DEPUTY
AYES: _____	
NOES: _____	
ABSENT: _____	
ABSTAIN: _____	

The aspect of Measure WW that is most related to the interests of Conservancy is the potential for the measure to provide matching funds to assist with assembly of the HCP Preserve System and to assist with matching Conservancy grants. Examining the funding proposals for Measure WW (see attached map and map key), a number of the allocations could contribute to assembly of the HCP Preserve System. Allocations for five existing regional parks adjacent to the HCP acquisition priorities as well as the two new proposed parks that were added to the EBRPD Master Plan last year are consistent with the HCP priorities. The total allocation for these seven parks in Measure WW is approximately \$33.1M. This figure does not include the substantial proposed allocation for the shoreline and Delta area regional parks or the regional trails, though there could be opportunities to leverage portions of those funds for HCP-related implementation if the Measure were to pass. The \$33.1M figure also does not reflect the proposed \$37.5M contingency reserve in the measure for future needs and opportunities.

As has been discussed at past meetings, the HCP has been successful in terms of attracting state and federal public funds already, having raised \$21.5M in committed grants. Nearly all of this funding requires substantial non-federal match which will be a key challenge in the years ahead (the Section 6 funds require 55% non-federal match and we were recently informed that mitigation funds could not be used as match).

For these reasons, staff recommends that the Board adopt a position of “support” for Measure WW.



Measure WW Project Descriptions

- 1 ★ **Alameda Point** – \$6.5 million to protect wildlife habitat, create regional recreation opportunities on San Francisco Bay, and extend the Bay Trail around Alameda Point in cooperation with the City of Alameda. Restore shoreline areas, including beach and dune grass habitat.
- 2 **Alamo Canal Trail** – \$630,000 to complete the key bicycle, pedestrian, and equestrian trail connection under the 580-680 interchange, creating the first trail connection linking the communities of Dublin and Pleasanton.
- 3 **Anthony Chabot** – \$2 million to acquire the last remaining open space to establish final park boundaries to buffer sensitive wildlife habitats and create new access for all users.
- 4 **Ardenwood** – \$2.2 million to improve facilities and increase opportunities for school classes and families to experience early California life at the historic Ardenwood Farm.
- 5 ★ **Bay Point** – \$1.6 million to expand and restore wetlands to enhance habitat for Delta Smelt and other species. Provide water access to the Pittsburg/Bay Point shoreline. Establish the first section of the Great Delta Trail project linking the East Bay to the Delta and Central Valley.
- 6 **Bay Trail** – \$12.3 million to connect urban communities to shoreline access and wildlife viewing opportunities by completing the 86-mile Bay Trail along the East Bay shoreline. Acquire and develop trail links to close the remaining gaps between Martinez and Fremont.
- 7 **Bay Water Trail** – \$5.9 million to establish safe and environmentally sound launch sites, wildlife viewing, camping, and other facilities to support the new Bay Water Trail, providing places for kayakers, canoers, and other small boats to travel the length of the East Bay shoreline and ultimately circumnavigate the Bay.
- 8 ★ **Big Break Shoreline** – \$2.6 million to enhance delta shoreline access and expand interpretive/educational opportunities for East Contra Costa County schools and families to experience the Delta in a natural setting. Protect and enhance habitat for the threatened California black rail and giant garter snake; restore coastal prairie grassland.
- 9 ★ **Black Diamond** – \$4.5 million to complete the underground trail and Mining Museum and to preserve important open space; enhance wetland and riparian habitat in partnership with the East Contra Costa County Habitat Conservation Plan.
- 10 **Briones** – \$7.8 million to preserve additional ridgetop and hillside open space surrounding and near the park in partnership with other agencies. Improve Alhambra Valley and Buckeye Ranch access, develop staging area and trail connections for all users, renovate picnic areas and group camps.
- 11 ★ **Byron Vernal Pools** – \$3 million to acquire rare vernal pool habitat and wetlands near Byron to expand, preserve, protect, and interpret rare species including tiger salamander, fairy shrimp and vernal pool wildflowers in partnership with the East Contra Costa County Habitat Conservation Plan.
- 12 **Calaveras Ridge Trail** – \$11.3 million to acquire open space and park corridor, and construct this trail for all users connecting six regional parks along the I-680 corridor serving all communities from Sunol to the Carquinez Strait.
- 13 **Carquinez Strait** – \$4.1 million to complete the shoreline scenic corridor between Martinez and Crockett. Expand outdoor recreation opportunities, preserve shoreline areas, and connect park trails for all users from historic Port Costa to the San Francisco Bay and Ridge Trails.
- 14 **Clayton Ranch** – \$2 million to preserve open space and complete this critical wildlife corridor for Alameda whipsnake, red-legged frog and rare plants between Mt. Diablo and Black Diamond Mines Regional Preserve in partnership with the East Contra Costa County Habitat Conservation Plan. Provide initial staging and new trail opportunities for all users.
- 15 ★ **Concord Naval Weapons Station** – \$16 million to work in partnership with Concord and the National Park Service to acquire, restore, and develop a major new regional park on the inland portion of the former Concord Naval Weapons Station. Protect open space and wildlife habitat for tiger salamanders and red-legged frogs and restore Mt. Diablo Creek. Develop regional recreation facilities, including picnic areas, trails for all users, parking, and camp sites. Provide interpretive and education facilities and partner with the National Park Service to provide services in the area.
- 16 ★ **Coyote Hills** – \$8.1 million to acquire remaining lands adjacent to Coyote Hills to complete park boundaries and preserve sensitive riparian wildlife habitat. Restore and expand the existing marsh complex to include seasonal wetlands, coastal prairie grassland, and reduce cattails. Enhance habitat for salt marsh harvest mouse and California black rail.

Replace the aging visitor center with a state-of-the-art facility to interpret the significant cultural and natural resources of the area. Add family camping opportunities at the reclaimed Dumbarton Quarry site and provide trail links to the Don Edwards National Wildlife Refuge and Bay Trail.

- 17 **Crockett Hills** – \$4 million to acquire scenic open space to expand this park near the West County communities of Crockett, Hercules, and Rodeo. Build new public access, trails for all users, and camp sites easily accessible from Highway 4 and the Cummings Skyway.
- 18 **Crown Beach** – \$6.5 million to replace and expand the Crab Cove interpretive center, currently located in an outdated military building. Expand and restore Alameda Beach to increase space for beach recreation and protect the shoreline. Acquire appropriate surplus federal property if it becomes available.
- 19 ★ **Deer Valley** – \$3.6 million to establish a new park near the communities of Brentwood and Oakley. When matched with funding from the East Contra Costa County Habitat Conservation Plan, the park will preserve a regional wildlife corridor for San Joaquin kit fox, tiger salamander, and other threatened species between Los Vaqueros and Black Diamond, and will preserve the rural ranching history of the area.
- 20 ★ **Delta Access** – \$5 million to open a new regional park on the Delta, providing swimming, boating, fishing, picnicking, and camping close to East Contra Costa communities. Work with federal and state agencies to provide both Delta recreation and wildlife habitat for threatened California black rails, giant garter snakes and migratory waterfowl.
- 21 **Delta Recreation** – \$1 million for new public access, trails, family camping, and picnicking in the Delta on Jersey Island and the San Joaquin River.
- 22 **Delta Trail** – \$4.1 million to provide a new trail for all users, connecting the communities of Bay Point, Brentwood, Pittsburg, Antioch, and Oakley to the shoreline. Work with State and local agencies to develop the Great Delta Trail, improving urban access to fishing and boating in the Delta.
- 23 **Diablo Foothills/Castle Rock** – \$7.2 million to preserve open space and habitat in central Contra Costa County adjacent to Mt. Diablo State Park; complete renovation of picnic areas, play areas, and trail access improvements for all users.
- 24 **Doolan Canyon/Tassajara Hills** – \$5.7 million to acquire land for a new park preserving the last major undeveloped expanse of the Tassajara Hills north of the communities of Dublin and Pleasanton. Restore grassland and seasonal wetland habitat for tiger salamanders, golden eagles, prairie falcons and other species. Provide public access, scenic resources, and trails for all users.
- 25 **Dry Creek** – \$6.7 million to acquire and preserve scenic ridgetops in the Union City Hills along Walpert Ridge; complete the renovation of the historic Meyers Estate and garden for intimate community gatherings. Complete multi-use Ridge Trail connections.
- 26 ★ **Dublin Hills** – \$4.7 million to complete this new park along the ridgetops in the scenic West Dublin hills. Preserve wildlife corridor and connect community residents to nearby natural areas and regional trails for all users. Restore ponds and enhance riparian habitats and grasslands.
- 27 **Dunsmuir Heights Trail** – \$2.3 million to acquire and construct an urban open space and multi-use trail corridor connecting Oakland and San Leandro neighborhoods to Anthony Chabot through the Dunsmuir Heights area.
- 28 **East Bay Greenway Trail** – \$400,000 to partner with local cities to secure public use of this abandoned rail right-of-way to serve urban residents from Oakland to Fremont.
- 29 ★ **Eastshore State Park** – \$27 million to expand and restore this eight-mile-long urban shoreline park adjacent to the East Bay communities of Oakland, Berkeley, Emeryville, Albany, and Richmond. Consistent with the Eastshore State Park General Plan, develop access improvements, restore upland and wetland areas to enhance wildlife habitat, and complete eastshore segments of the Bay Trail.
- 30 **Garin** – \$2.9 million to acquire and protect scenic ridges and wildlife habitat adjacent to Union City, Fremont, and Hayward communities. Expand park trail system to improve recreational opportunities for all users and connect to the Ridge Trail.
- 31 **Garin to Pleasanton Ridge Trail** – \$2 million to acquire and construct trail connecting Garin to Pleasanton Ridge for hiking, biking, and equestrian use.
- 32 **Gateway Shoreline** – \$5.4 million to establish a new regional shoreline park as a bicycle trail hub connecting the new Bay Bridge bicycle access to the East Bay and the Bay Trail in cooperation with other agencies. This intermodal node will include parking, promenade, fishing access, landscape improvements, and facilities to interpret the natural and historic resources of this site.

- 33 ★ **Hayward Shoreline** – \$4.5 million to restore and protect shoreline bird habitat, strengthen and repair levees along this shoreline to address climate change impacts, improve public trail access, and cooperate on shoreline interpretive improvements with other state and local agencies. Dredge channels to improve water circulation and enhance habitat on islands for endangered least terns.
- 34 **Iron Horse to Mount Diablo Trail** – \$1.4 million to complete trail corridors between Las Trampas, Sycamore Valley, and Mount Diablo.
- 35 **Iron Horse Trail** – \$2.2 million to complete extensions north of Concord and south to Pleasanton of this 28-mile-long urban bicycle trail.
- 36 **Lake Chabot** – \$1.8 million to preserve hillside areas, connect trails, and add public access along the western park boundary.
- 37 **Las Trampas** – \$8.3 million to establish an interpretive visitor facility and indoor meeting space to serve the increasing population in the San Ramon Valley. Develop access for all users to recently acquired properties in the Lafayette, Moraga, and San Ramon Valley areas including staging, trails, and camping areas.
- 38 **Leona Open Space** – \$2.5 million to acquire remaining land to complete the park and improve public access.
- 39 **Marsh Creek Trail** – \$900,000 to complete the Marsh Creek Trail connecting the Brentwood area through the State Historic Park at Cowell Ranch to Round Valley Regional Preserve.
- 40 **Martin Luther King Jr. Shoreline** – \$12.3 million to expand existing public use, shoreline access, and Bay Trail improvements at the Tidewater and Shoreline Center areas of the Martin Luther King Jr. Shoreline.
- 41 **Mission Peak** – \$5.4 million to expand the ridgeline corridor on Mission Ridge and improve trails and staging areas including Stanford Avenue.
- 42 **Morgan Territory** – \$8.1 million to expand wildlife corridors in partnership with the East Contra Costa County Habitat Conservation Plan. Provide trails for all users and additional access to the ridgetops south of Mt. Diablo.
- 43 ★ **North Richmond Wetlands** – \$3.6 million to preserve San Pablo and Wildcat Creek Marsh and creek deltas to protect and restore the two largest remaining marsh areas along the North Contra Costa shoreline. Connect the trail corridor from the north Richmond Wetlands to Point Pinole. Develop appropriate public access for wildlife viewing and education programs.
- 44 **Oak Knoll to Ridge Trail** – \$720,000 to join with the City of Oakland and community groups to create trail connections between the Oak Knoll redevelopment project and Leona Heights Open Space.



- 45 ★ **Oakland Shoreline** – \$10.8 million to join with Oakland to develop new access for urban residents to the Oakland Shoreline. Clean up and restore marshes to benefit nesting birds, improve water circulation through dredging, and construct improvements on shoreline sites along the Bay Trail from San Leandro Bay, through the Oakland Estuary, and north to connect to Gateway Shoreline Park. Assist with the City's Estuary Plan trail and access projects, including public use facilities.
- 46 ★ **Ohlone** – \$7.4 million to expand Alameda County's largest wilderness park, preserve park wilderness values, protect wildlife habitat and high mountain ridge resources. Develop trail loops and expand public access and camping opportunities. Restore failing ponds to support tiger salamander and red-legged frog populations.
- 47 **Oyster Bay** – \$2.1 million to complete the development of this 200-acre urban shoreline park and Bay Trail connection by working with the City of San Leandro to provide recycled water for the irrigation of new turf meadows, construct picnic and play areas, parking, restrooms, and landscaping.
- 48 **Pleasanton Ridge** – \$13.7 million to acquire parkland on scenic Pleasanton and Sunol ridges and Devaney Canyon; complete bicycle loop trail system, construct parking, staging areas, access, picnic, camping, and visitor facilities.
- 49 ★ **Point Pinole** – \$7.5 million to develop new Atlas Road access to the park with parking, picnic areas, meadows, play areas, environmental maintenance facility, and new visitor/interpretive center. The center will provide an introduction to the rich natural and cultural resources found at this site. Complete park boundary and wetland restoration. Enhance and restore wetland and coastal prairie habitats.

- 50 **Point San Pablo Peninsula** – \$4.5 million to acquire and restore shoreline and complete Bay Trail spur north of the Richmond/San Rafael Bridge to provide new public access to this scenic north bay shoreline.
- 51 **Quarry Lakes** – \$4.5 million to complete the development of this regional recreation area by providing new turf meadows, picnic and play areas, restrooms, and landscaping. Complete park boundaries in this urban recreation area.
- 52 **Rancho Pinole** – \$3.2 million to preserve open space in West Contra Costa County and establish a new park. Acquire land and provide access for all users in cooperation with Muir Heritage land trust to connect the Ridge Trail to Crockett Hills, Franklin Ridge, and West County communities.
- 53 ★ **Redwood** – \$5.2 million to acquire and restore Redwood Creek to protect rare native trout habitat; cooperate with the City of Oakland and Chabot Space and Science Center to support youth camping and facilities to interpret the historic and natural features of the East Bay's only native redwoods. Enhance serpentine prairie for rare plants, improve whipsnake habitat and rare manzanita groves.
- 54 **Ridge Trail** – \$12.7 million to acquire and construct trail corridor segments to close gaps in the existing 25-mile-long East Bay Ridge Trail alignment. Provide a continuous trail connection through 16 regional parks from Martinez to Fremont.
- 55 **Roberts** – \$1.4 million to update existing pool and facilities to accommodate regional swimming meets and events.
- 56 ★ **Round Valley** – \$7.2 million to expand park to protect this unique pristine valley. Acquire lands in cooperation with the East Contra Costa County Habitat Conservation Plan. Expand trail access for all users, and staging, picnic, and camping opportunities. Connect trail corridors to adjacent State parks and to Morgan Territory Regional Preserve. Improve grasslands for kit fox and golden eagle habitat.
- 57 **San Pablo Bay Shoreline** – \$855,000 to acquire and restore the scenic San Pablo Bay shoreline to provide access and wildlife viewing to bayside natural resources. Provide Bay Trail amenities to enhance public use of the bay shoreline.
- 58 ★ **Sibley/Huckleberry** – \$5.9 million to acquire additional open space south of Sibley Regional Preserve between Oakland, Orinda, and Moraga. Expand trails, including connection to Lake Temescal; construct new trailhead, and develop new camping opportunities. Restore ponds and riparian habitat.
- 59 ★ **Sunol** – \$5 million to expand wilderness area to protect Alameda Creek watershed, preserve wildlife habitat, remove barriers to steelhead migration, and renovate and/or replace the aging visitor center, picnic, and campground facilities.
- 60 ★ **Sycamore Valley Open Space** – \$925,000 to acquire lands to complete open space boundaries and trail connections, both inside the park and to Mt. Diablo. Enhance red-legged frog habitat.
- 61 **Tassajara Creek Trail** – \$875,000 to acquire and develop the regional trail connecting Tassajara Creek in Dublin to Mt. Diablo. Cooperate with Dublin, San Ramon, and Contra Costa County to complete this trail.
- 62 **Tilden Park** – \$2 million to renovate and/or expand Tilden Park's visitor facilities at the Botanic Garden and Environmental Education Center for public interpretive programs, lectures, and research.
- 63 ★ **Urban Creeks** – \$8 million to work with cities and community organizations to restore urban creeks and acquire creek easements, such as BART-to-Bay and other urban creek projects.
- 64 ★ **Vargas Plateau** – \$7.6 million to expand the park; develop access and construct parking, picnic areas, trails for all users, and campsites at this new park. Preserve Alameda Creek watershed, extend the Ridge Trail, connect the park to Fremont and Sunol, protect hillside vistas and open space east of Fremont and south of Niles Canyon. Restore wetlands and enhance grasslands.
- 65 ★ **Vasco Caves** – \$4.7 million to expand the preserve to protect unique natural and cultural resources in partnership with the East Contra Costa County Habitat Conservation Plan. Improve habitat for kit fox, golden eagles, and enhance wetlands. Provide suitable guided public access, parking, and visitor facilities.
- 66 **Wildcat Canyon** – \$900,000 to expand park boundaries along the San Pablo Ridge, improve access to park for all users.
- 67 **Wildcat Creek Trail** – \$900,000 to work with the City of Richmond and Contra Costa County to safely re-open the Wildcat Creek Trail crossing under the Richmond Parkway to connect north Richmond communities to the bay shoreline.

★ **Development proposed includes environmental Maintenance and Stewardship Project.**