

# AMBROSE RECREATION & PARK DISTRICT

AGENDA CATEGORY:	
BOARD MATTERS:	<u>8a</u>
CONSENT CALENDAR:	_____
PUBLIC HEARING:	_____
STUDY SESSION:	_____
_____:	_____

**BOARD MEETING DATE: October 13, 2022**

**ITEM TITLE: Consider Authorizing the General Manager to Execute a Landowner Agreement with Contra Costa Resource Conservation District and the U.S. Fish and Wildlife Service to Install and Maintain Pollinator Habitat at the Community Garden through the installation of Xerces Society Monarch Hedgerow Kits**

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**RECOMMENDATION:**

It is recommended that the Board of Directors consider authorizing the General Manager to execute a Landowner Agreement (LOA) with Contra Costa Resource Conservation District and the U.S. Fish and Wildlife Service to install and maintain pollinator habitat at the Community Garden through the installation of Xerces Society Monarch Hedgerow Kits.

**FISCAL IMPLICATIONS:**

There is a small risk that if the plants are not maintained the District would be responsible for reimbursing USFWS the cost of the plants. However, a representative from the program stated that USFWS has never (nationwide) sought funds back from one of these projects.

Additionally, the Community Garden is largely supported through volunteers and this program would require additional volunteer hours to monitor and maintain the plants. Should the maintenance of the program shift to District staff the current District Operating Budget has no provisions for maintaining the program and would require a modification to the adopted budget.

**BACKGROUND:**

The Contra Costa Resource Conservation District and the U.S. Fish and Wildlife Service approached the District about an opportunity to use portions of the Community Garden to support the Monarch population by planting native plants using the Xerces Society Monarch Hedgerow Kits.

Curt Kidder, District legal counsel, reviewed the agreement and noted that it is not a model of would be a right of entry and encroachment agreement to enter the garden and to do the plantings. The burden should be on CCRCDD and USFWS to operate the project and risk the loss of the hedgerow plant, much like any other users of the community garden.

A couple of other comments from legal counsel:

1)Page 1, 1st Paragraph: Note the language that the district shares a common objective with the USFWS to restore habitat for the benefit of Federal trust species on private lands. This is likely a huge stretch of the purpose of recreation and park districts. Do they know this is public land? In a revision of this agreement, that language should likely be deleted/modified.

2)Page 1, 4th Paragraph: It sounds like the District would have to reimburse USFWS the costs of the plants (on a pro-rated basis) if the District terminated the agreement prior to the end of the term or otherwise defaults. We likely want to modify this language and allow them to remove the plants upon termination or some other cost neutral remedy.

3)Page 2, 1st Paragraph: This states that the district is responsible for the maintenance of the plants. As noted above, is this something that the District wants to take on, or should CCRCDD be responsible for this?

Respectfully submitted,

Doug Long, General Manager

Attachment: 1. LOA