



PROFESSIONAL/CONSULTING SERVICES AGREEMENT

1. **PARTIES**

This Agreement is made by and between the City of Cupertino, a municipal corporation (“City”), and Grassroots Ecology (“Contractor”), a Non-Profit for McClellan Ranch Preserve and Stevens Creek Corridor Habitat Restoration, and is effective on the last date signed below (“Effective Date”).

2. **SERVICES**

Contractor agrees to provide the services and perform the tasks (“Services”) set forth in detail in Scope of Services, attached here and incorporated as **Exhibit A**. Contractor further agrees to carry out its work in compliance with any applicable local, State, or Federal order regarding COVID-19.

3. **TIME OF PERFORMANCE**

3.1 This Agreement begins on the Effective Date and ends on June 30, 2026 (“Contract Time”), unless terminated earlier as provided herein. Contractor’s Services shall begin on the effective date and shall be completed by June 30, 2026. The City’s appropriate department head or the City Manager may extend the Contract Time through a written amendment to this Agreement, provided such extension does not include additional contract funds. Extensions requiring additional contract funds are subject to the City’s purchasing policy.

3.2 Schedule of Performance. Contractor must deliver the Services in accordance with the Schedule of Performance, attached and incorporated here **Exhibit B**.

3.3 Time is of the essence for the performance of all the Services. Contractor must have sufficient time, resources, and qualified staff to deliver the Services on time.

4. **COMPENSATION**

4.1 Maximum Compensation. City will pay Contractor for satisfactory performance of the Services an amount that will be based on actual costs but that will be capped so as not to exceed \$312,720.00 (“Contract Price”), based upon the scope of services in **Exhibit A** and the budget and rates included in **Exhibit C**, Compensation attached and incorporated here. The maximum compensation includes all expenses and reimbursements and will remain in place even if Contractor’s actual costs exceed the capped amount. No extra work or payment is permitted without prior written approval of City.

4.2 Invoices and Payments. Monthly invoices must state a description of the deliverable completed and the amount due for the preceding month. Within thirty (30) days of completion of

Services, Contractor must submit a requisition for final and complete payment of costs and pending claims for City approval. Failure to timely submit a complete and accurate payment requisition relieves City of any further payment or other obligations under the Agreement.

5. INDEPENDENT CONTRACTOR

51 Status. Contractor is an independent contractor and not an employee, partner, or joint venture of City. Contractor is solely responsible for the means and methods of performing the Services and for the persons hired to work under this Agreement. Contractor is not entitled to health benefits, worker's compensation, or other benefits from the City.

52 Contractor's Qualifications. Contractor warrants on behalf of itself and its subcontractors that they have the qualifications and skills to perform the Services in a competent and professional manner and according to the highest standards and best practices in the industry.

53 Permits and Licenses. Contractor warrants on behalf of itself and its subcontractors that they are properly licensed, registered, and/or certified to perform the Services as required by law and have procured a City Business License, if required by the Cupertino Municipal Code.

54 Subcontractors. Only Contractor's employees are authorized to work under this Agreement. Prior written approval from City is required for any subcontractor, and the terms and conditions of this Agreement will apply to any approved subcontractor.

55 Tools, Materials, and Equipment. Contractor will supply all tools, materials and equipment required to perform the Services under this Agreement.

56 Payment of Benefits and Taxes. Contractor is solely responsible for the payment of employment taxes incurred under this Agreement and any similar federal or state taxes. Contractor and any of its employees, agents, and subcontractors shall not have any claim under this Agreement or otherwise against City for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, insurance benefits, social security, disability, unemployment, workers compensation or employee benefits of any kind. Contractor shall be solely liable for and obligated to pay directly all applicable taxes, fees, contributions, or charges applicable to Contractor's business including, but not limited to, federal and state income taxes. City shall have no obligation whatsoever to pay or withhold any taxes or benefits on behalf of Contractor. Should any court, arbitrator, or administrative authority, including but not limited to the California Public Employees Retirement System (PERS), the Internal Revenue Service or the State Employment Development Division, determine that Contractor, or any of its employees, agents, or subcontractors, is an employee for any purpose, then Contractor agrees to a reduction in amounts payable under this Agreement, or to promptly remit to City any payments due by the City as a result of such determination, so that the City's total expenses under this Agreement are not greater than they would have been had the determination not been made.

6. PROPRIETARY/CONFIDENTIAL INFORMATION

In performing this Agreement, Contractor may have access to private or confidential information owned or controlled by the City, which may contain proprietary or confidential details the disclosure of which to third parties may be damaging to City. Contractor shall hold in confidence

all City information provided by City to Contractor and use it only to perform this Agreement.

Contractor shall exercise the same standard of care to protect City information as a reasonably prudent contractor would use to protect its own proprietary data.

7. OWNERSHIP OF MATERIALS

7.1 Property Rights. Any interest (including copyright interests) of Contractor in any product, memoranda, study, report, map, plan, drawing, specification, data, record, document, or other information or work, in any medium (collectively, “Work Product”), prepared by Contractor in connection with this Agreement will be the exclusive property of the City upon completion of the work to be performed hereunder or upon termination of this Agreement, to the extent requested by City. In any case, no Work Product shall be shown to any third-party without prior written approval of City.

7.2 Copyright. To the extent permitted by Title 17 of the U.S. Code, all Work Product arising out of this Agreement is considered “works for hire” and all copyrights to the Work Product will be the property of City. Alternatively, Contractor assigns to City all Work Product copyrights. Contractor may use copies of the Work Product for promotion only with City’s written approval.

7.3 Patents and Licenses. Contractor must pay royalties or license fees required for authorized use of any third party intellectual property, including but not limited to patented, trademarked, or copyrighted intellectual property if incorporated into the Services or Work Product of this Agreement.

7.4 Re-Use of Work Product. Unless prohibited by law and without waiving any rights, City may use or modify the Work Product of Contractor or its sub-contractors prepared or created under this Agreement, to execute or implement any of the following:

- (a) The original Services for which Contractor was hired;
- (b) Completion of the original Services by others;
- (c) Subsequent additions to the original Services; and/or
- (d) Other City projects.

7.5 Deliverables and Format. Contractor must provide electronic and hard copies of the Work Product, on recycled paper and copied on both sides, except for one single-sided original.

8. RECORDS

Contractor must maintain complete and accurate accounting records relating to its performance in accordance with generally accepted accounting principles. The records must include detailed information of Contractor’s performance, benchmarks and deliverables, which must be available to City for review and audit. The records and supporting documents must be kept separate from other records and must be maintained for four (4) years from the date of City’s final payment.

Contractor acknowledges that certain documents generated or received by Contractor in connection with the performance of this Agreement, including but not limited to correspondence

between Contractor and any third party, are public records under the California Public Records Act, California Government Code section 6250 et seq. Contractor shall comply with all laws regarding the retention of public records and shall make such records available to the City upon request by the City, or in such manner as the City reasonably directs that such records be provided.

9. ASSIGNMENT

Contractor shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of City. Any attempt to do so will be null and void. Any changes related to the financial control or business nature of Contractor as a legal entity is considered an assignment of the Agreement and subject to City approval, which shall not be unreasonably withheld. Control means fifty percent (50%) or more of the voting power of the business entity.

10. PUBLICITY / SIGNS

Any publicity generated by Contractor for the project under this Agreement, during the term of this Agreement and for one year thereafter, will reference the City's contributions in making the project possible. The words "City of Cupertino" will be displayed in all pieces of publicity, including flyers, press releases, posters, brochures, public service announcements, interviews and newspaper articles. No signs may be posted, exhibited or displayed on or about City property, except signage required by law or this Contract, without prior written approval from the City.

11. INDEMNIFICATION

11.1 To the fullest extent allowed by law, and except for losses caused by the sole and active negligence or willful misconduct of City personnel, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, officials, employees, agents, servants, volunteers, and consultants ("Indemnitees"), through legal counsel acceptable to City, from and against any and all liability, damages, claims, actions, causes of action, demands, charges, losses, costs, and expenses (including attorney fees, legal costs, and expenses related to litigation and dispute resolution proceedings) of every nature, arising directly or indirectly from this Agreement or in any manner relating to any of the following:

- (a) Breach of contract, obligations, representations, or warranties;
- (b) Negligent or willful acts or omissions committed during performance of the Services;
- (c) Personal injury, property damage, or economic loss resulting from the work or performance of Contractor or its subcontractors or sub-subcontractors;
- (d) Unauthorized use or disclosure of City's confidential and proprietary Information;
- (e) Claim of infringement or violation of a U.S. patent or copyright, trade secret, trademark, or service mark or other proprietary or intellectual property rights of any third party.

11.2 Contractor must pay the costs City incurs in enforcing this provision. Contractor must accept a tender of defense upon receiving notice from City of a third-party claim. At City's request, Contractor will assist City in the defense of a claim, dispute, or lawsuit arising out of this Agreement.

11.3 Contractor's duties under this section are not limited to the Contract Price, workers'

compensation payments, or the insurance or bond amounts required in the Agreement. Nothing in the Agreement shall be construed to give rise to an implied right of indemnity in favor of Contractor against City or any Indemnitee.

11.4. Contractor's payments may be deducted or offset to cover any money the City lost due to a claim or counterclaim arising out of this Agreement, a purchase order, or other transaction.

11.5. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 11 from each and every subcontractor, or any other person or entity involved by, for, with, or on behalf of Contractor in the performance of this Agreement. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder.

11.6. This Section 11 shall survive termination of the Agreement.

12. INSURANCE

Contractor shall comply with the Insurance Requirements, attached and incorporated here as **Exhibit D**, and must maintain the insurance for the duration of the Agreement, or longer as required by City. City will not execute the Agreement until City approves receipt of satisfactory certificates of insurance and endorsements evidencing the type, amount, class of operations covered, and the effective and expiration dates of coverage. Failure to comply with this provision may result in City, at its sole discretion and without notice, purchasing insurance for Contractor and deducting the costs from Contractor's compensation or terminating the Agreement.

13. COMPLIANCE WITH LAWS

13.1 General Laws. Contractor shall comply with all local, state, and federal laws and regulations applicable to this Agreement. Contractor will promptly notify City of changes in the law or other conditions that may affect the Project or Contractor's ability to perform. Contractor is responsible for verifying the employment authorization of employees performing the Services, as required by the Immigration Reform and Control Act.

13.2 Labor Laws. Contractor shall comply with all labor laws applicable to this Agreement. If the Scope of Services includes a "public works" component, Contractor is required to comply with prevailing wage laws under Labor Code Section 1720 and other labor laws.

13.3 Discrimination Laws. Contractor shall not discriminate on the basis of race, religious creed, color, ancestry, national origin, ethnicity, handicap, disability, marital status, pregnancy, age, sex, gender, sexual orientation, gender identity, Acquired-Immune Deficiency Syndrome (AIDS), or any other protected classification. Contractor shall comply with all anti-discrimination laws, including Government Code Sections 12900 and 11135, and Labor Code Sections 1735, 1777, and 3077.5. Consistent with City policy prohibiting harassment and discrimination, Contractor understands that harassment and discrimination directed toward a job applicant, an employee, a City employee, or any other person, by Contractor or its employees or sub-contractors will not be tolerated. Contractor agrees to provide records and documentation to the City on request necessary to monitor compliance with this provision.

13.4 Conflicts of Interest. Contractor shall comply with all conflict of interest laws applicable to this Agreement and must avoid any conflict of interest. Contractor warrants that no public official, employee, or member of a City board or commission who might have been involved in the making of this Agreement, has or will receive a direct or indirect financial interest in this Agreement, in violation of California Government Code Section 1090 et seq. Contractor may be required to file a conflict of interest form if Contractor makes certain governmental decisions or serves in a staff capacity, as defined in Section 18700 of Title 2 of the California Code of Regulations. Contractor agrees to abide by the City's rules governing gifts to public officials and employees.

13.5 Remedies. Any violation of Section 13 constitutes a material breach and may result in City suspending payments, requiring reimbursements or terminating this Agreement. City reserves all other rights and remedies available under the law and this Agreement, including the right to seek indemnification under Section 11 of this Agreement.

14. PROJECT COORDINATION

City Project Manager. The City assigns Molly James as the City's representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. City reserves the right to substitute another Project manager at any time, and without prior notice to Contractor.

Contractor Project Manager. Subject to City approval, Contractor assigns Alex Von Feldt as its single Representative for all purposes under this Agreement, with authority to oversee the progress and performance of the Scope of Services. Contractor's Project manager is responsible for coordinating and scheduling the Services in accordance with the Scope of Services and the Schedule of Performance. Contractor must regularly update the City's Project Manager about the progress with the work or any delays, as required under the Scope of Services. City written approval is required prior to substituting a new Representative.

15. ABANDONMENT OF PROJECT

City may abandon or postpone the Project or parts therefor at any time. Contractor will be compensated for satisfactory Services performed through the date of abandonment, and will be given reasonable time to assemble the work and close out the Services. With City's pre-approval in writing, the time spent in closing out the Services will be compensated up to a maximum of ten percent (10%) of the total time expended to date in the performance of the Services.

16. TERMINATION

City may terminate this Agreement for cause or without cause at any time. Contractor will be paid for satisfactory Services rendered through the date of termination, but final payment will not be made until Contractor closes out the Services and delivers the Work Product.

17. GOVERNING LAW, VENUE, AND DISPUTE RESOLUTION

This Agreement is governed by the laws of the State of California. Any lawsuits filed related to

this Agreement must be filed with the Superior Court for the County of Santa Clara, State of California. Contractor must comply with the claims filing requirements under the Government Code prior to filing a civil action in court. If a dispute arises, Contractor must continue to provide the Services pending resolution of the dispute. If the Parties elect arbitration, the arbitrator's award must be supported by law and substantial evidence and include detailed written findings of law and fact.

18. ATTORNEY FEES

If City initiates legal action, files a complaint or cross-complaint, or pursues arbitration, appeal, or other proceedings to enforce its rights or a judgment in connection with this Agreement, the prevailing party will be entitled to reasonable attorney fees and costs.

19. THIRD PARTY BENEFICIARIES

There are no intended third party beneficiaries of this Agreement.

20. WAIVER

Neither acceptance of the Services nor payment thereof shall constitute a waiver of any contract provision. City's waiver of a breach shall not constitute waiver of another provision or breach.

21. ENTIRE AGREEMENT

This Agreement represents the full and complete understanding of every kind or nature between the Parties, and supersedes any other agreement(s) and understanding(s), either oral or written, between the Parties. Any modification of this Agreement will be effective only if in writing and signed by each Party's authorized representative. No verbal agreement or implied covenant will be valid to amend or abridge this Agreement. If there is any inconsistency between any term, clause, or provision of the main Agreement and any term, clause, or provision of the attachments or exhibits thereto, the terms of the main Agreement shall prevail and be controlling.

22. INSERTED PROVISIONS

Each provision and clause required by law for this Agreement is deemed to be included and will be inferred herein. Either party may request an amendment to cure mistaken insertions or omissions of required provisions. The Parties will collaborate to implement this Section, as appropriate.

23. HEADINGS

The headings in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit, or amplify the terms or provisions of this Agreement.

24. SEVERABILITY/PARTIAL INVALIDITY

If any term or provision of this Agreement, or their application to a particular situation, is found by the court to be void, invalid, illegal, or unenforceable, such term or provision shall remain in

force and effect to the extent allowed by such ruling. All other terms and provisions of this Agreement or their application to specific situations shall remain in full force and effect. The Parties agree to work in good faith to amend this Agreement to carry out its intent.

25. SURVIVAL

All provisions which by their nature must continue after the Agreement expires or is terminated, including the Indemnification, Ownership of Materials/Work Product, Records, Governing Law, and Attorney Fees, shall survive the Agreement and remain in full force and effect.

26. NOTICES

All notices, requests and approvals must be sent in writing to the persons below, which will be considered effective on the date of personal delivery or the date confirmed by a reputable overnight delivery service, on the fifth calendar day after deposit in the United States Mail, postage prepaid, registered or certified, or the next business day following electronic submission:

To City of Cupertino Office of the City Manager 10300 Torre Ave., Cupertino CA 95014 Attention: Molly James Email: mollyj@cupertino.org	To Contractor: Grassroots Ecology 3921 E Bayshore Rd Palo Alto CA 94303 Attention: Alex Von Feldt Email: alex@grassrootsecology.org
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27. EXECUTION

The person executing this Agreement on behalf of Contractor represents and warrants that Contractor has full right, power, and authority to enter into and carry out all actions contemplated by this Agreement and that he or she is authorized to execute this Agreement, which constitutes a legally binding obligation of Contractor. This Agreement may be executed in counterparts, each one of which is deemed an original and all of which, taken together, constitute a single binding instrument.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed.

CITY OF CUPERTINO
A Municipal Corporation

CONTRACTOR

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

APPROVED AS TO FORM:

CHRISTOPHER D. JENSEN
Cupertino City Attorney

ATTEST:

KIRSTEN SQUARCIA
City Clerk

Date _____

Exhibit A - Scope of Services
Exhibit B - Schedule of Performance

Work Plan and Approach for McClellan Ranch Preserve and Stevens Creek Corridor

This section outlines Grassroots Ecology’s approach to stewardship, restoration, and public outreach activities in partnership with the City of Cupertino Parks and Recreation. It outlines the main projects and activities that Grassroots Ecology will manage, and provides an overview of restoration techniques and community engagement strategies. Section VIII, “Summary of Activities and Deliverables,” outlines the schedule of annual deliverables.



I. Goals

Grassroots Ecology’s overall goals for our program at McClellan Ranch Preserve include the following:

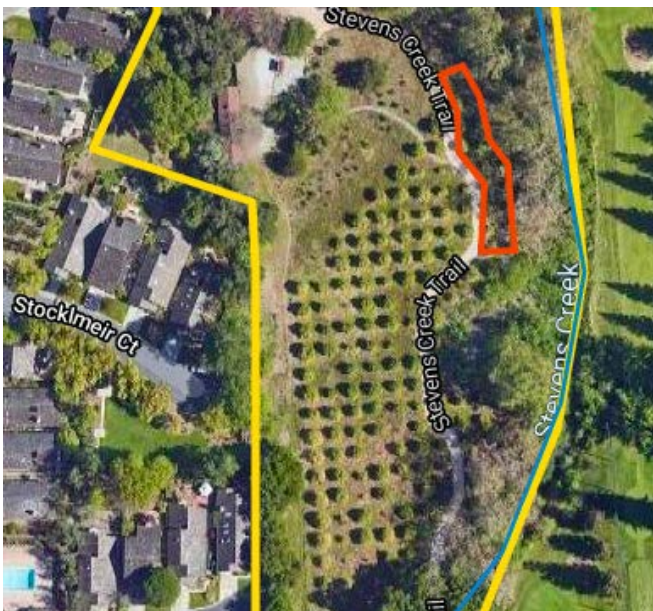
- Effectively manage invasive plants throughout McClellan Ranch and the Stevens Creek Corridor
 - Remove weeds to reduce seed banks each year
 - Contain the spread of high-priority populations
- Revegetate target areas to restore and increase native biodiversity
 - Install and maintain locally native plants
 - Monitor and maintain existing native plant communities
- Protect and enhance the Stevens Creek watershed
 - Manage weeds along the riparian corridor
 - Stabilize eroded stream banks through willow staking
- Reduce wildfire risk through sustainable fire management measures
 - Work with City staff to identify needs
 - Reduce ladder fuel and fire-prone material in the landscape including invasive plants and brush
 - Preserve habitat by protecting native plants, avoiding work during bird nesting season, and leaving logs/other downed material where possible for habitat
- Engage the community to restore and enjoy the parks
 - Provide outdoor education and stewardship opportunities for local youth
 - Leverage volunteers to accomplish goals
 - Enhance public appreciation of McClellan Ranch Preserve and the Stevens Creek Corridor

II. Project Areas

1) McClellan Ranch Meadow

Since 2014, Grassroots Ecology has been restoring native plants to the meadow adjacent to the Stevens Creek Trail at McClellan Ranch Preserve. This has historically been our primary restoration area. Using the “island” restoration technique, Grassroots Ecology has focused efforts on establishing and maintaining dense patches of native plant biodiversity to support local insects, birds, and wildlife.

Grassroots Ecology will continue to maintain existing native plant zones (orange) and will also expand the planting areas to create additional habitat islands in the meadow. Site selection for expansion will take into consideration habitat value and education value to park users. These areas will also be managed for invasive weeds to prevent them from getting a foothold.



2) Stevens Creek Trail

Since 2017, Grassroots Ecology has installed and maintained native plants along the Stevens Creek Trail adjacent to Stockmeir Orchard. Native grasses, milkweed, blue eyed grass and redberry are doing well in this location. We will continue to maintain this area and add some infill plants to build on this success.

3) Stevens Creek Corridor

In order to enhance the health of Stevens Creek and to prevent the spread of invasive plants into other areas of the preserve, Grassroots Ecology has worked to remove invasive weeds along the Stevens Creek Trail spanning throughout McClellan Ranch Preserve and Stevens Creek Corridor. We will continue to work along the creek corridor to remove high priority invasive species at locations that are safe and accessible for volunteers. In addition, Grassroots Ecology will work with the City to identify locations that might benefit from willow staking in order to improve habitat and reduce erosion potential, and complete this work as needed.

4) Fire Mitigation Areas

Fire mitigation work areas within McClellan Ranch Preserve will be identified on an annual basis by conducting a site visit with City of Cupertino staff.

III. Invasive Plant Management

Grassroots Ecology will work to remove priority invasive plant species within the aforementioned project areas through a combination of staff/Americorps and volunteer workdays. Weeding will take place year-round, but most concentrated in the spring with the rapid growth and blooming of many invasive annuals. Each species has its own timeline and ideal time period for removal (see table below), which will be monitored by project staff. Weeds will be removed primarily by hand with volunteers and staff/Americorps workdays, but additional techniques such as sheet mulching and weed whipping will be used where appropriate. Grassroots Ecology will also coordinate with the City to schedule seasonal tractor mowing sessions to optimize timing to reduce the seedbank of annual thistles and mustard. Grassroots Ecology does not use chemical treatments for weed management.

Invasive species targeted for removal:

*High priority

	Meadow	Creek Corridor
Widespread	<ul style="list-style-type: none"> - Milk thistle (<i>Silybum marianum</i>)* - Italian thistle (<i>Carduus pycnocephalus</i>)* - Shortpod mustard (<i>Hirschfeldia incana</i>)* - Wild radish (<i>Raphanus raphanistrum</i>) - Annual grasses (Oats, foxtail, brome, etc.) 	<ul style="list-style-type: none"> - Cape ivy (<i>Delairea odorata</i>)* - Periwinkle (<i>Vinca major</i>)* - Smilo grass (<i>Stipa miliacea</i>)*
Less abundant	<ul style="list-style-type: none"> - Gopher spurge (<i>Euphorbia lathyris</i>) - Stinkwort (<i>Dittrichia graveolens</i>)* - Yellow starthistle (<i>Centaurea solstitialis</i>)* 	<ul style="list-style-type: none"> - Lords and ladies (<i>Arum italicum</i>) - Algerian and English ivy (<i>Hedera sp.</i>) - Tree of heaven (<i>Ailanthus altissima</i>) - Himalayan blackberry (<i>Rubus armeniacus</i>)

Invasive species removal timeline:

October – December	January – March	April – June	July – September
<ul style="list-style-type: none"> - Algerian ivy - English ivy - Shortpod mustard - Stinkwort - Periwinkle - Himalayan blackberry 	<ul style="list-style-type: none"> - Milk thistle - Italian thistle - Cape ivy - Gopher spurge - Periwinkle - Algerian ivy - English ivy - Annual grasses 	<ul style="list-style-type: none"> - Milk thistle - Shortpod mustard - Italian thistle - Wild radish - Periwinkle - Smilo grass - Lords and ladies - Annual grasses - Yellow starthistle 	<ul style="list-style-type: none"> - Shortpod mustard - Yellow starthistle - Stinkwort - Smilo grass - Cape Ivy - Periwinkle - Himalayan blackberry



Left to right: mustard, smilo grass, and cape ivy

IV. Native Revegetation

Grassroots Ecology staff and volunteers will install approximately 450 native plants each year, with a majority in the McClellan meadow project area. Planting begins in November/December with the arrival of rain. Staff will place each plant to ensure proper sun exposure, drainage needs, and habitat type. Plants will be monitored to assess species success and improve planning for future years. Newly installed plants (<1 season) will be hand watered regularly during the dry season by Grassroots Ecology, while older planting areas will be watered periodically by Purple Pipe, an outside recycled water delivery contractor. The proposed costs include the fees to Purple Pipe, which is close to 10% of the overall project's costs due to rising rates. All other plant maintenance will be done by Grassroots Ecology.

Plants will be supplied by the Grassroots Ecology Nursery, and are grown from locally collected propagules. Plants are grown according to best phytosanitary management practices to prevent the spread of *Phytophthora*, a water mold that can infect and kill many native plants. To minimize risk of introducing *Phytophthora* when installing plants, staff will clean and disinfect gloves and tools. Planting completed by volunteers will be carefully supervised by staff to ensure proper handling and technique.

The tentative plant list below is based on past success of various species and consultation with nursery staff.

Potential species list for 23-24 planting season:

McClellan Meadow (~450 plants)	
<p>Perennials (300)</p> <ul style="list-style-type: none"> - Beeplant (<i>Scrophularia californica</i>) - California goldenrod (<i>Solidago velutina ssp californica</i>) - Pacific aster (<i>Symphyotrichum chilense</i>) - Sticky monkeyflower (<i>Diplacus aurantiacus</i>) - Yarrow (<i>Achillea millefolium</i>) - Golden yarrow (<i>Eriophyllum confertiflorum</i>) - Coyote mint (<i>Monardella villosa</i>) - Narrowleaf milkweed (<i>Asclepias fascicularis</i>) - Naked buckwheat (<i>Eriogonum nudum</i>) - Verbena (<i>Verbena lasiostachys</i>) 	<p>Shrubs (50)</p> <ul style="list-style-type: none"> - California sagebrush (<i>Artemisia californica</i>) - Buckbrush (<i>Ceanothus oliganthus</i>) - Coffeeberry (<i>Frangula californica</i>) - Toyon (<i>Heteromeles arbutifolia</i>) - Gooseberry (<i>Ribes californicum</i>) - Pitcher sage (<i>Lepechinia calycina</i>) <p>Grasses (100)</p> <ul style="list-style-type: none"> - California fescue (<i>Festuca californica</i>) - Meadow barley (<i>Hordeum brachyantherum</i>) - Blue wild rye (<i>Leymus glaucus</i>)



Left to right: monkeyflower, milkweed, coyote mint

Additional revegetation efforts

Grassroots Ecology has been awarded a \$38,500 grant from Valley Water to install a native pollution prevention garden adjacent to the 4H barn and community garden to help manage invasive species that are poisonous to livestock and humans. Additionally, the garden will slow, sink and spread runoff from the barn before it reaches the creek.



Approximate location of pollution prevention garden

In the winter of 2023, Grassroots Ecology partnered with the City and the family of Brooke Schryver to install a native pollinator garden adjacent to the education center. Grassroots Ecology plans to maintain Brooke’s memorial garden by regular weeding, mulching and plant inspections.



Family members planting the Brooke Schryver Garden



Final garden and Canopy-provided Valley Oak

V. Fire Mitigation

Grassroots Ecology's invasive plant management in the meadow (see Section II), including working with the City on timed mowing, will contribute to the reduction of fire fuel load in the park as these target invasive plant species leave a high amount of dry biomass in the summer.

In addition, Grassroots Ecology has secured a grant from the California Coastal Conservancy to enhance the ecological health and fire resilience at multiple parks, including McClellan Nature Preserve. This grant provides funding to hire the San Jose Conservation Corps (SJCC) to remove large woody debris and volunteers to remove weeds that generate fuel load (such as mustard, which leaves a large amount of dry biomass in the summer) under the direction of Grassroots Ecology staff. Grassroots Ecology will conduct walkthroughs of the Preserve with City staff and an Audubon representative to determine what should be kept for habitat and what should be removed taking into account neighbor concerns. The grant funding will support up to five SJCC workdays through June 2025.

We did not budget for any significant fire mitigation work beyond the Coastal Conservancy-funded workdays with SJCC. However, if there is a need for additional fire clearance, Grassroots Ecology could assist by providing biological monitoring, redirecting some volunteer workdays in this contract for volunteer-appropriate fire mitigation activities, or replacing some volunteer workdays with SJCC workdays (if the City can cover the additional cost of hiring SJCC). Grassroots Ecology will also continue to seek other grant opportunities to work with SJCC, which could potentially be used to do additional work at McClellan Ranch.

VI. Community Engagement

Grassroots Ecology will engage volunteers to implement many of the described habitat restoration activities, including managing invasive and high fire risk plants, installing native plants, and maintaining native plant restoration areas. To engage volunteers and inspire committed land stewards, Grassroots Ecology includes education in all public events. Grassroots Ecology will offer community workdays, group volunteer events, Youth Stewards and other educational events.

Community and Group Volunteer Workdays

Grassroots Ecology will host community workdays that will be publicized and available for anyone to participate. Grassroots Ecology will also arrange for special volunteer events for groups (community service, corporate, philanthropic, etc.) upon request. Grassroots Ecology will host 2-3 events per month for a total of 24 throughout the year.

Grassroots Ecology will manage the outreach and registration of all volunteers, determine work day activities, and oversee volunteer safety and quality of work. The workdays will be divided among all project areas as needed to accomplish deliverables.

Youth Stewards

The High School Youth Stewards program will engage approximately 10-15 local high school students in a weekly program for students to participate in restoration projects and hands-on environmental education. Two sessions

will each take place each year – typically an 8-12 week session in the winter, and an 8 week session in the summer. Grassroots Ecology has run this program at McClellan Ranch Preserve for many years and there is high interest from local high school students, filling up all of our available spots each year. To support this program, Grassroots Ecology has secured funding from local foundations as well as an endowment from Brooke Schryver’s family.

College field trips

Grassroots Ecology has relationships with local college professors and receives requests from DeAnza and San Jose State University to provide student field trips on the topics of restoration ecology and water quality. Grassroots Ecology intends to continue providing these field trips when possible.

Watershed Stewards Program

As in previous years, Grassroots Ecology applied for and received two Americorps Watershed Stewards Program (WSP) members that will work on the site from October 2023 - August 2024. These members will assist with all of the Grassroots Ecology volunteer events, education, and habitat restoration work. Grassroots Ecology will continue to apply for the program in future years as well, providing both a professional development opportunity for the Americorps members and additional help for the McClellan Ranch habitat restoration program.

Staff Presence

We currently have one full-time staff member and two WSP members assigned to the McClellan Ranch program, and will strive to maintain this staffing level, which is partially funded by our external grants and contributions. Grassroots Ecology staff are typically present on site 3-4 days per week for programs and for fieldwork. This presence makes us very visible in the community and we are able to respond to ad hoc questions as well as be aware of any issues that may arise at the site.

Community Engagement Event Summary (per year)

- 2 Youth Steward sessions (winter and summer) for a total of 16-20 workdays
- 24 community and group volunteer workdays

Following are photos of past volunteer workdays coordinated by Grassroots Ecology at McClellan Ranch.



NCL mothers and daughters plant native grasses



Monta Vista students weeding



Youth Stewards plant native plants in the McClellan meadow



Families investigate creek invertebrates



Community workday in the McClellan Meadow

VII. Wildlife Considerations

Grassroots Ecology will regularly communicate with City staff and other appropriate representatives to ensure that stewardship and maintenance activities do not adversely affect wildlife, including federally and state protected species, that live in the Preserve. Precautions taken will include:

- Avoid conducting any tree or large debris removal during nesting season and monitor work areas for ground nesting birds.
- Coordinate with City staff on the mowing of the McClellan meadow and support the City in biological monitoring prior to mowing.
- Avoid disruptive activities within the required distance of raptor, kites and songbird nests.
- Notify City staff of any sightings of active raptor nests, turtles, woodrats, frogs, salamanders or any other wildlife that could be considered protected.

Additionally:

- Grassroots Ecology does not use any herbicides, pesticides or fertilizers.
- Grassroots Ecology primarily uses person power hand tools to carry out restoration work. Besides the occasional use of battery-powered weed whips by staff, no other mechanized equipment is used.
- Grassroots Ecology hires a recycled water company to provide supplemental irrigation to plants in the meadow. Grassroots Ecology will oversee watering activities to ensure there is no runoff onto paths or into the creek.

VIII. Summary of Activities and Deliverables

Below is an approximate schedule of the activities and interim deliverable milestones.

Quarter	Primary Activities	Deliverables
July – Sept	<ul style="list-style-type: none"> - Targeted watering of new plants - Watering/maintenance of restoration zones - Planting preparation - Planning and assessment for the fiscal year - Volunteer program outreach/organizing - Outreach and selection of 2 WSP members 	<ul style="list-style-type: none"> - 4 community workdays - Summer Youth Stewards (8 workdays total between June-August) - Staff + WSP maintenance and irrigation of new plantings - Purple Pipe irrigation - Quarterly report of activities
Oct – Dec	<ul style="list-style-type: none"> - Onboarding of new WSP members - Planting preparation - Native plant installation (with rain) - Begin willow staking (with rain) - Volunteer program management - Coordinate SJCC days for fire mitigation 	<ul style="list-style-type: none"> - 200 native plants installed - 6 community workdays - Spring Youth Stewards (8-12 workdays total between January-April) - Staff + WSP maintenance - 1-2 SJCC workdays for fire mitigation - Quarterly report of activities

Jan – March	<ul style="list-style-type: none"> - Weeding of invasives - Native plant installation - Volunteer program management 	<ul style="list-style-type: none"> - 250 native plants installed - 8 community workdays - Spring Youth Stewards (8-12 workdays total between January-April) - Staff + WSP maintenance - Quarterly report of activities
April – June	<ul style="list-style-type: none"> - Weeding of invasives - Targeted watering of new plants - Watering/maintenance of restoration zones - Volunteer program management 	<ul style="list-style-type: none"> - 6 community workdays - End of Spring Youth Stewards (see above) - Summer Youth Stewards (8 workdays total between June-August) - Staff + WSP maintenance and irrigation of new plantings - Purple Pipe irrigation - Quarterly report of activities
ANNUAL TOTAL		<ul style="list-style-type: none"> - 24 community workdays - Spring Youth Stewards (8-12 workdays) - Summer Youth Stewards (8 workdays) - 1-2 San Jose Conservation Corps workdays (up to 5 total over 3 years) - 2 full-time Americorps WSP members assigned to McClellan from November - August - 450 plants installed - 4 quarterly reports

Exhibit C - Budget & Rates



Grassroots Ecology Cost proposal for McClellan Ranch Preserve

Pricing Table

Item	Description	Unit	Estimated Quantity	Unit Price (\$)	Total (\$)
1	Invasive Plant Management	Year	3	\$28,000	\$84,000
2	Native Restoration and Revegetation	Year	3	\$39,240 ¹	\$117,720
3	Fire Mitigation	Year	3	\$4,360	\$13,080
4	Community Engagement	Year	3	\$25,580	\$76,740
5	Wildlife Protection	Year	3	\$7,060	\$21,180
TOTAL				\$104,240 ²	\$312,720

Notes

¹ \$8,000-\$10,000 per year is to pay for Purple Pipe for recycled water irrigation services. While it does add to the overall cost, we started this practice during the drought so that we could use recycled water instead of the City's potable water for plant establishment. The Purple Pipe cost includes delivery and application of the recycled water to the planting areas.

² In addition to the City's investment in the McClellan Ranch Preserve restoration and community engagement work, Grassroots Ecology expects to bring \$65-\$75,000 per year that has already been secured from other funding sources, including the Youth Stewards program funded by foundation grants and private donations, fire mitigation work with the San Jose Conservation Corps funded by a Coastal Conservancy grant, and riparian corridor invasives removal and a "Pollution Prevention" garden funded by Valley Water.

EXHIBIT D
Insurance Requirements
Design Professionals & Consultants Contracts

Consultant shall procure prior to commencement of Services and maintain for the duration of the contract, at its own cost and expense, the following insurance policies and coverage with companies doing business in California and acceptable to City.

INSURANCE POLICIES AND MINIMUMS REQUIRED

1. ***Commercial General Liability*** (CGL) for bodily injury, property damage, personal injury liability for premises operations, products and completed operations, contractual liability, and personal and advertising injury with limits no less than **\$2,000,000** per occurrence (ISO Form CG 00 01). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO Form CG 25 03 or 25 04) or it shall be twice the required occurrence limit.
 - a. It shall be a requirement that any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be made available to the Additional Insured and shall be (i) the minimum coverage/limits specified in this agreement; or (ii) the broader coverage and maximum limits of coverage of any insurance policy, whichever is greater.
 - b. Additional Insured coverage under Consultant's policy shall be "primary and non-contributory," will not seek contribution from City's insurance/self-insurance, and shall be at least as broad as ISO Form CG 20 10 (04/13).
 - c. The limits of insurance required may be satisfied by a combination of primary and umbrella or excess insurance, provided each policy complies with the requirements set forth in this Contract. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect City as a named insured.
2. ***Automobile Liability***: ISO CA 00 01 covering any auto (including owned, hired, and non-owned autos) with limits no less than **\$1,000,000** per accident for bodily injury and property damage.
3. ***Workers' Compensation***: As required by the State of California, with Statutory Limits and Employer's Liability Insurance of no less than **\$1,000,000** per occurrence for bodily injury or disease.
 Not required. Consultant has provided written verification of no employees.
4. ***Professional Liability*** for professional acts, errors and omissions, as appropriate to Consultant's profession, with limits no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. If written on a claims made form:
 - a. The Retroactive Date must be shown and must be before the Effective Date of the Contract.
 - b. Insurance must be maintained for at least five (5) years after completion of the Services.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the Contract Effective Date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

OTHER INSURANCE PROVISIONS

The aforementioned insurance shall be endorsed and have all the following conditions and provisions:

Additional Insured Status

The City of Cupertino, its City Council, officers, officials, employees, agents, servants and volunteers (“Additional Insureds”) are to be covered as additional insureds on Consultant’s CGL and automobile liability policies. General Liability coverage can be provided in the form of an endorsement to Consultant’s insurance (at least as broad as ISO Form CG 20 10 (11/ 85) or both CG 20 10 and CG 20 37 forms, if later editions are used).

Primary Coverage

Coverage afforded to City/Additional Insureds shall be primary insurance. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers shall be excess of Consultant’s insurance and shall not contribute to it.

Notice of Cancellation

Each insurance policy shall state that coverage shall not be canceled or allowed to expire, except with written notice to City 30 days in advance or 10 days in advance if due to non-payment of premiums.

Waiver of Subrogation

Consultant waives any right to subrogation against City/Additional Insureds for recovery of damages to the extent said losses are covered by the insurance policies required herein. Specifically, the Workers’ Compensation policy shall be endorsed with a waiver of subrogation in favor of City for all work performed by Consultant, its employees, agents and subconsultants. This provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions

Any deductible or self-insured retention must be declared to and approved by the City. At City’s option, either: the insurer must reduce or eliminate the deductible or self-insured retentions as respects the City/Additional Insureds; or Consultant must show proof of ability to pay losses and costs related investigations, claim administration and defense expenses. The policy shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the insured or the City.

Acceptability of Insurers

Insurers must be licensed to do business in California with an A.M. Best Rating of A-VII, or better.

Verification of Coverage

Consultant must furnish acceptable insurance certificates and mandatory endorsements (or copies of the policies effecting the coverage required by this Contract), and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements prior to commencement of the Contract. City retains the right to demand verification of compliance at any time during the Contract term.

Subconsultants

Consultant shall require and verify that all subconsultants maintain insurance that meet the requirements of this Contract, including naming the City as an additional insured on subconsultant’s insurance policies.

Higher Insurance Limits

If Consultant maintains broader coverage and/or higher limits than the minimums shown above, City shall be entitled to coverage for the higher insurance limits maintained by Consultant.

Adequacy of Coverage

City reserves the right to modify these insurance requirements/coverage based on the nature of the risk, prior experience, insurer or other special circumstances, with not less than ninety (90) days prior written notice.